

# CONDOMINIUM RESALE CERTIFICATE

Olde Mill Condominium III Inc.

**Current Owner: Ethel Hund**  
**Property Address: 270 Glenda Ct**  
**Millersville, MD 21108-1025**

**Date Prepared: 08-23-2022**

This Condominium Resale Certificate is being furnished to the selling unit owner named above by the council of Unit Owners of the association, in accordance with MD Real Prop. Code Ann. Section 11-135.

The following items, which the selling unit owner must provide to the purchaser, are attached to this Certificate:

1. A copy of the declaration (other than plats);
2. A copy of the by-laws; and
3. A copy of the rules and regulations of the condominium
4. The following information should be conveyed by the selling unit owner to the purchaser.

The effect on the proposed conveyance of any right of first refusal or other restraint on the free alienability of the selling unit other than any restraint created by the selling unit owner is as follows:

**There is no right to first refusal.**

The selling unit is subject to a common expense assessment as follows:

**\$198.00 per month due on the first day of each month.**

**There is a past due balance on this account in the amount of \$1,668.**

As of the date of this Certificate, the following unpaid common expenses or special assessments adopted by the council of unit owners that is due and payable from the selling unit owner are:

Common expense assessments will continue to accrue in the stated amount, subject to the adoption of any budget changes, and will be due and payable by the selling unit owner until the selling unit has been conveyed.

**None**

Assessments which become due and payable after the date of this Certificate and prior to the conveyance of the selling unit, and which remain unpaid by the selling unit owner, may constitute a lien against the selling unit. If unpaid, this accrual must be added to the unpaid amount, if any, stated above, as of the date of conveyance of the selling unit.

**None**

Other than common expenses and special assessments, the following fees are payable by the unit owners to the Council of Unit Owners:

Capital expenditures approved by the Council of Unit Owners planned at the time of conveyance which are not reflected in the current operating budget are:

Attached is the most recently prepared balance sheet and income expense statement (dated as):

**2021**

# CONDOMINIUM RESALE CERTIFICATE

Olde Mill Condominium III Inc.

The current operating budget of the Condominium is attached and is for fiscal year:

**2022**

Unsatisfied judgments as of the date of this certificate are listed here.

**There are no outstanding judgments, lawsuits, liens, or any other pending litigation for or against the condominium. The association may be involved in general collection of delinquent accounts which may include a lien against property owned by a homeowner.**

As of the date of this Certificate, the Council of Unit Owners is a party to the following pending lawsuits, excluding assessment collection suits:

**There are no outstanding judgments, lawsuits, liens, or any other pending litigation for or against the condominium. The association may be involved in general collection of delinquent accounts which may include a lien against property owned by a homeowner.**

The Master Insurance Policy is issued by:

**Schoenfeld Insurance  
Judy Schoenfeld Morrison  
410-602-2000**

The policy contains the following coverages:

**Contact Insurance agent for coverages.**

Insurance deductible amount:

**Contact insurance agent for amount**

Per Condominium law, the owner is responsible for up to \$10,000.00 of the insurance deductible. The policy is available for inspection during normal business hours at the offices of Professional Community Management, Inc., 400 Serendipity Drive, Millersville, MD 21108. The terms of the policy prevail over the description given in this Certificate.

The Council of Unit Owners has actual knowledge of the following violation of the applicable health or building codes with respect to the common elements of the Condominium:

**To the best of my knowledge there are no known health or building code violations to unit, limited common elements or any portion of the condominium.**

**There are several maintenance violations on this property:**

- 1) The privacy fence and deck need to be stained (possibly repaired). An ACC request needs to be submitted prior to staining or replacement of these items.**
- 2) The grass in the rear yard should be mowed.**
- 3) The flowerbeds in the rear yard need to be trimmed and weeded.**

The recreational or other facilities which are to be used or maintained by the unit owners or the Council of Unit Owners are:

**None**

Are these facilities part of the common elements?

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## Olde Mill Condominium III Inc.

The Council of Unit Owners has caused this Certificate to be prepared in compliance with MD, Real Prop. Code Ann. Section 11-135. To the best of the knowledge, information, and belief of the Board of Directors of the association, and its agents engaged in the preparation of this Resale Certificate, the statements contained in this Certificate are accurate and complete as of the date of issuance.

### TO BE COMPLETED BY THE SELLING UNIT OWNER

The selling unit owner has knowledge that the following alteration to the selling unit or to the limited common elements assigned to the selling unit violates a provision of the declaration, by-laws, or rules and regulations:

The selling unit owner has knowledge of the existence of the following violation of the health or building codes with respect to the selling unit or the limited common elements assigned to the selling unit:

The selling unit owner has the knowledge that the selling unit \_\_\_ is \_\_\_ is not subject to an extended lease under Real Property Article Section 11-137 or local law. If the selling unit is subject to an extended lease, a copy of the lease is attached.

\_\_\_\_\_  
Selling Unit Owner

# CONDOMINIUM RESALE CERTIFICATE

## Olde Mill Condominium III Inc.

### Comments

THERE IS A TRANSFER FEE OF \$125.00 DUE AT SETTLEMENT.

Please make the transfer fee check payable to Professional Community Management, Inc.

If you are sending an assessment check, please SEND A SEPARATE CHECK made payable to the association.

All checks and HUD-1 should be mailed to ProCom, 400 Serendipity Drive, Millersville, MD 21108.

Homeowners need to maintain HO6 insurance coverage on their unit in adequate amounts and should contact an insurance agent of their choice for further information.

Effective October 1, 2020, the Maryland State Law changes concerning Condo Master Policy Insurance.

The new condo insurance law states that up to \$10,000.00 of the master policy deductible will be the responsibility of the unit owner when the cause of the damage or destruction originates in his/her unit. It is recommended that you discuss with your agent a rider to cover this deductible.



**Architectural Guidelines**  
**Olde Mill Condominium III Inc.**

Order: OLMIII.F11K  
Address: 270 Glandia Ct  
Order Date: 05-12-2002  
Document not for resale  
HomeWeb.com

OLDE MILL III CONDOMINIUM  
ARCHITECTURAL GUIDELINES

The material contained herein is the complete set of architectural and landscaping guidelines to date. It is the hope of these committees that the following information will aid Unit Owners. If there are any questions pertaining to the guidelines, please feel free to contact a representative of the committee that is responsible for the guidelines in question. All home improvements should meet State and Local building codes, and unit owners should obtain permits when necessary.

Window replacement, siding replacement, soffit and any other exterior modification not covered in this guideline must be submitted to the Architectural Committee for approval.

Architectural Improvement Requests

Architectural improvements or modifications will be considered by the Architectural Control Committee upon receipt of a completed Architectural Improvement Request Form. These forms may be obtained from any Architectural Control Committee member or Board Member.

The committee shall answer each request in writing within sixty (60) days of receipt. Failure to respond within the period will mean there is no objection to the proposed change. If the committee denies a request, the unit owner has the right to appeal the ruling in writing within the next fifteen (15) days to the Board of Directors.

Fences            General Construction Specifications

1. Height shall be six (6) feet.
2. Building materials shall consist of cedar or redwood pressure treated lumber. No chain link or metal fences will be permitted.
3. Finishes shall be either redwood stain or natural preservation.
4. Dimensions shall be within the exclusive use easement area as shown on the official building plat.
5. Fence shall be installed using commonly accepted construction techniques and shall meet minimum standards for structural integrity.

The Architectural Committee shall be responsible to verify requested fence installations measurements for compliance with the official plats exclusive use easement prior to approval of said request.

Storm Sash Storm door shall be of the type that conforms to the colonial style of the community. Jalousie doors are not permitted. All storm doors and storm windows shall be white or color coordinated with the aluminum siding of the unit and shall be approved by the Architectural Control Committee. Mill finish storm doors and windows will not be permitted.

OLDE MILL III  
Address: 770 Glendon Ct  
Order 15, do: 03-12-2002  
Document not for resale  
HomeWork Inc.

Awnings All awnings must meet the following specification:

1. Must be aluminum or wood; canvas is not permitted.
2. Must be color coordinated with the unit's aluminum siding.
3. Can only be installed over the rear deck.
4. Cannot be corrugated metal or fiberglass.
5. Awning supports must be made of rustproof metal.
6. Awnings shall be installed using commonly accepted construction techniques and shall meet minimum standards for structural integrity.

Decks

1. Maximum deck size shall be 12' X 12'.
2. New or replacement decks shall be similar in style, material and construction constraints as those existing in the community and shall meet minimum standards for structural integrity.
3. Finishes shall be redwood stain or natural preservation.

Deck Barriers Barriers shall be horizontal or vertical wooden slats placed on existing railing and shall be stained to match the color of the deck. No chicken wire or welded mesh will be allowed.

Over Deck Enclosures Deck enclosures, if desired, shall be submitted to the Architectural Control Committee for approval.

Under Deck Enclosures

1. Types:
  - a. Vertical windgate - four (4) or six (6) inch wide boards.
  - b. Lattice - one-half (1/2) inch wide boards.
  - c. Horizontal - six (6) inch wide boards; spaces between horizontal boards to be two (2) inches.
2. All under deck enclosures must be stained to match deck color.
3. Galvanized nails must be used.
4. It is recommended that all wood put into the ground be pressure treated or creosoted.
5. There shall be no solid enclosures.

6. Under deck enclosures shall consist of the following:
  - a. Two (2) sides that are perpendicular to the rear of the unit.
  - b. One (1) side that runs parallel to the rear of the unit.
  - c. Enclosure on all three (3) sides.

#### Surfacing of Exclusive Use Easements

1. Exclusive use easement may be covered with brick, patio block or other approved materials provided easement is enclosed by a fence.
2. Covering cannot be installed so as to cause water run-off problems to adjacent units.

Air Conditioners No window air conditioners are allowed in any unit at any time. Window fans are allowed.

Pools No inground pools are allowed. Above ground pools are permitted subject to the approval of the Architectural Control Committee in fenced rear exclusive use easement.

#### Exhaust Fans

1. Exhaust fans which require a wall opening through the side, front and rear siding of the unit must be approved by the Architectural Control Committee.
2. No air conditioner shall be construed to be an exhaust fan.

#### Flag Poles

1. Free standing flag poles are not permitted.
2. Flag pole brackets and staffs which meet all of the following criteria are pre-approved (no written Architectural Control Committee approval required):
  - a. Bracket must be attached to house, deck railing or fence post within exclusive use easement.
  - b. Flagstaff must not exceed 6' in length.
  - c. Limit of one bracket/flagpole staff per unit.
  - d. Flag must be in good repair.

Sports Equipment No sports equipment shall be built or maintained on any elements of the common ground, walkways, roads, etc. Examples of this type of equipment: skateboard ramp, bicycle ramp, etc.

#### Yard Ornaments

1. Yard ornaments, such as birdbaths, figurines, statues, animals, etc. are not allowed in front yards.
2. Chairs, benches, tables, etc. are not to be kept on the front yard.

Order: 210801PFR  
Address: 23 Clouds Ct  
Order Date: 03-02-2022  
Description: not for records  
HomeWeb: 1/1/2022

3. Baby carriages, bicycles, toys, etc. are not to be kept overnight on the front yard or the sidewalks or common ground.

4. Yard ornaments are allowed in the rear fenced yard of the unit.

Playground Equipment Swingsets, slideboards, etc. are allowed in the fenced rear yard and are not allowed to exceed the height of the fence.

#### Trash

1. Trash may not be burned.

2. Trash receptacle and recycling bins stored outside must be in the rear of the unit.

3. Trash may be put at the pick up site no earlier than 6:00 pm on the evening prior to the pick up day and all containers, including recycling bins, must be removed by the evening of the pick up day.

#### Rear Yards

1. No unreasonable accumulation or storage of litter, building material, trash, etc. is permitted whether the yard is fenced or unfenced. When a building project is complete all leftover materials are to be removed within thirty (30) days.

2. Unit owners with fences are responsible for the mowing and trimming of the rear yard to a standard consistent with the common grounds.

3. Dog houses are not permitted.

Flower Boxes Plans for permanent type flower boxes must be submitted to the Architectural Control Committee for approval. This includes any permanent box whether it be attached to the house as a window box or set in the ground as a masonry type.

Hand Railings Railings shall be black wrought iron erected in such a manner so as not to increase the original dimensions of the front landing to extend a distance not to exceed the horizontal dimension measured from the vertical plane of the outside front face of the unit to the bottom step of the first landing.

Paint Changes All external painting shall be submitted to the Architectural Control Committee.

#### Storage Sheds

1. Sheds shall not be permitted except for those already installed or as approved by the Architectural Control Committee.

2. Sheds shall be maintained to the highest standards.

3. New or replacement sheds shall meet similar style, material and construction constraints as existing sheds.
4. Sheds must be constructed on concrete pad.

Gas Grills and Barbecue Pits

1. Portable propane grills and charcoal burners will be allowed.
2. Permanent type shall be approved by the Architectural Control Committee and must be within a privacy fenced yard.

Roof Ventilators

1. Ventilators must be flat rectangular (or circular) and installed on the back of the roof so as not to be visible from the front of the unit. They should not protrude from the surface of roof more than six (6) to eight (8) inches. Electrical installation must meet Anne Arundel County fire codes.
2. Unit owner must sign a Letter of Liability before installation .
3. The following types of roof ventilators are not allowed:
  - a. Turbine ventilator.
  - b. Gable ventilator.

Antennas Antennas are not permitted on the exterior of the condominium unit. The exterior is defined as being the roof, deck, outside walls, exclusive use ground easement ~~or common ground.~~

Clothes Lines Outdoor clothes dryers or clothes lines shall not be maintained upon any of the general or limited common elements at any time; ~~nor shall the deck railings be used as a form of clothesline.~~

Planting

1. Unit owners are permitted to plant a reasonable distance from the front wall (or end wall for end unit owners) of their units so as not to hinder lawn maintenance.
2. Unit owners are permitted to plant within their exclusive use easement; however, in unfenced easements gardens may not exceed 25% of the exclusive use area.
3. Any planting that requires a planting depth of eighteen (18) inches or more or will exceed a height of six (6) feet must be submitted to the Landscape Committee. Submittal must contain information concerning type of planting, location of planting and potential growth above and below grounds.
4. Pyracantha type plants will not be permitted.
5. ~~Trees may not be planted on common ground without prior approval of the Board of Directors.~~

Stake and String Fences Should be temporary, should be flexible in construction for safety and must be approved by the Landscape Committee.

Living Fences

1. Living fences will be subject to the same guidelines as for wooden fences - grass maintenance becomes the responsibility of the unit owner.
2. Living fences shall be planted 18-24 inches within the property line and in line with the buildings back line exclusive use easement (refer to individual plat).
3. Living fences shall be planted to the rear and/or side of the building if the unit is an end unit.
4. The Architectural Control Committee and Landscaping Committee are responsible for measuring and determining placement of Living Fences together with the homeowner prior to planting.
5. All requests are to be submitted to the Architectural Control Committee who will in turn meet with the Landscaping Committee for final approval. Requests must have written consent of all adjoining property owners.
6. Living fences will not contain any plants with thorns on them. Suggested plants:
  - a. Wax leaf privet (ligustrum)
  - b. Boxwood
  - c. Capital Silver King or Capital Gold Spot euonymus (upright)
  - d. Upright Yews.
7. Living Fence will not exceed four (4) feet in height and must be kept neatly trimmed.
8. Any unit owner planting and maintaining a living fence must present the buyer of his unit with a release statement at settlement. This statement will commit the buyer to maintain any improvements or attachments that are included in the sale of the unit. If maintenance is neglected the item in question will be removed at the expense of the unit owner.

Living Fence Guideline Approved 17 Sept. 1980

Time Frame for Approvals

1. Architectural improvement approvals are valid for a six (6) month period. After this period, request forms must be re-submitted.
2. Improvements must be completed within sixty (60) days from date started.

Revised at a regular meeting of the Board. April 27, 1992.


**Articles of Incorporation  
Olde Mill Condominium III Inc.**

Order: 03/09/2018  
Address: 270 Columbia St  
Order Date: 03-12-2018  
Document not for resale  
Olde Mill Condominium



**OLDE MILL  
CONDOMINIUM 3  
ASSOCIATION, INC**

**GOVERNING  
DOCUMENTS**



# **ARTICLES OF INCORPORATION**

**ARTICLES OF INCORPORATION****OLDE MILL CONDOMINIUM III ASSOCIATION, INC.**

**Article 1. Incorporation.** I, Raymond B. Via, Jr., whose post office address is 7200 Wisconsin Avenue, Suite 800, Bethesda, Maryland 20814, being at least 18 years of age, hereby form a corporation under and by virtue of the General Laws of the State of Maryland, including the Corporations and Associations Article of the Annotated Code of Maryland, as amended

**Article 2. Name.** The name of the corporation, hereinafter referred to as the "Corporation," is: **OLDE MILL CONDOMINIUM III ASSOCIATION, INC.**

**Article 3. Duration.** The Corporation shall have perpetual duration.

**Article 4. Purpose.** The purposes for which the Corporation is formed are

a) To provide for and to promote the health, safety, common good and social welfare of the owners of property in, and the residents of the certain condominium known as the Olde Mill Condominium III and to enhance and protect the value, desirability and attractiveness of the Olde Mill Condominium III;

b) To administer, manage and operate the Olde Mill Condominium III in accordance with the Declaration of Covenants, Conditions and Restrictions (the "Declaration") for the Condominium and the Bylaws, as they may be amended from time to time;

c) To do any and all lawful things and acts within its powers, as set forth in these Articles, which the Corporation from time to time may deem appropriate in order to benefit, aid, promote, and provide for the peace, health, safety, convenience, comfort and general welfare of the owners of property in, and the residents of, the Olde Mill Condominium III;

CUST ID:8891488348  
WORK ORDER:8888838888  
DATE:08-18-2024 07:54 PM  
AMT. PAID:8210.00

d) To purchase, lease, hold, own, develop, improve, construct, alter real and personal property, and the rights and privileges therein suitable or convenient for the purposes of the Association;

e) To purchase, lease, own, alter, improve, manage, maintain, and operate buildings, machinery, equipment and facilities, and any other property or appliances which may appertain to or be useful in the accomplishment of the purposes of the Association;

f) To levy, collect and disburse assessments in accordance with and subject to the provisions of the Declaration and/or Bylaws and to collect and enforce all unpaid assessments, including but not limited to filing statements of lien, as provided in the Declaration and/or Bylaws;

g) To enter into contracts, execute easements, incur liabilities, file civil complaints, and borrow money for the furtherance of the purposes of the Association; and

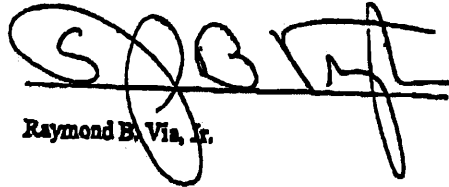
h) To have and exercise to the extent necessary or desirable for the accomplishment of the above specific purposes, and to the extent that they are not inconsistent with those general and specific purposes, (a) any and all powers expressly or impliedly conferred upon the Association by the terms of the recorded Declaration and/or the Bylaws as they may be amended from time to time; and any and all powers conferred upon corporations of a similar character by the laws of the State of Maryland, as amended, and upon such Condominium Association by Title 11, Section 11-101, et seq., Real Property Article, Annotated Code of Maryland, as amended.

**Article 5. Principal Office and Resident Agent.** The post office address of the principal office of the Corporation in Maryland is 2139 Espy Court, Suite 6, Crofton, Maryland 21114. The name and post office address of the resident agent of the Corporation in Maryland is

8. Randy Collier  
270 Chalet Circle East  
Millersville, MD 21108

9. Shirley Robinson  
252 Chalet Circle East  
Millersville, MD 21108

IN WITNESS WHEREOF, I have signed these Articles of Incorporation on this 17<sup>th</sup>  
day of August, 2004 and I acknowledge the same to be my act.

  
Raymond B. Via, Jr.

I hereby consent to my designation in  
this document as resident agent for  
this corporation.

Signature of Resident Agent Listed

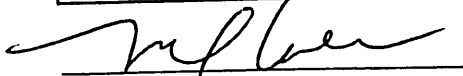
  
Name: Michael Finley

**Budget**  
**Olde Mill Condominium III Inc.**

Order: C14RBLF7C  
Address: 270 Glen In Ct  
Order Date: 06-12-2024  
Document not for resale  
HomeWorkDown

## Olde Mill Condominium III 2022 BUDGET

Monthly Assessments for 129 Units	\$ 198			\$ 198
INCOME DETAILS	2021 BUDGET	08/31/21 ACTUALS	12/31/21 PROJECTED	2022 BUDGET
Assessments Billed - 6310	\$ 306,504.00	\$ 202,590.67	\$ 306,504.00	\$ 306,504.00
Estimated Unpaid Assessments - 6310	\$ (15,325.00)	\$ -	\$ 5,659.47	\$ (11,034.00)
Income Paid In Advance - 6320	\$ -	\$ 5,518.31	\$ -	\$ -
Owner Interest Income - 6390	\$ -	\$ 362.38	\$ 543.57	\$ -
Owner Fine Income - 6400	\$ -	\$ -	\$ 5,000.00	\$ -
Less Contribution to Operating Reserves - 6998	\$ -	\$ -	\$ -	\$ -
Less Contribution to Capital Reserves - 6999	\$ (75,000.00)	\$ (50,000.00)	\$ (75,000.00)	\$ (75,000.00)
<b>Total Income:</b>	<b>\$ 216,179.00</b>	<b>\$ 158,471.36</b>	<b>\$ 242,707.04</b>	<b>\$ 220,470.00</b>
EXPENSE DETAILS				
Management Fees - 7010	\$ 24,180.00	\$ 16,120.00	\$ 24,180.00	\$ 24,900.00
Spring Inspection Fee - 7015	\$ 1,950.00	\$ 1,300.00	\$ 1,950.00	\$ 2,007.00
Audit & Tax Filing - 7140	\$ 1,550.00	\$ 1,450.00	\$ 1,450.00	\$ 1,450.00
Attorneys Fees - 7160	\$ 1,000.00	\$ 1,550.00	\$ 1,550.00	\$ 1,000.00
Insurance Premium - 7280	\$ 48,000.00	\$ 34,812.62	\$ 48,000.00	\$ 48,000.00
Federal & State Taxes - 7430	\$ 25.00	\$ -	\$ -	\$ 25.00
Administrative & Miscellaneous - 7890	\$ 4,500.00	\$ 5,204.22	\$ 7,806.33	\$ 4,500.00
Water & Sewer - 8930	\$ 77,000.00	\$ 48,570.21	\$ 72,855.32	\$ 77,000.00
Water & Sewer Maintenance - 8935	\$ 10,000.00	\$ -	\$ 8,140.35	\$ 10,000.00
Grounds Contract - 9020	\$ 22,674.00	\$ 15,116.00	\$ 22,674.00	\$ 22,674.00
Snow Plowing - 9800	\$ 6,000.00	\$ 9,063.75	\$ 9,063.75	\$ 7,554.00
Landscape Maintenance - 9025	\$ 500.00	\$ -	\$ -	\$ 500.00
Tree Maintenance - 9030	\$ 9,760.00	\$ 1,781.00	\$ 11,419.00	\$ 9,760.00
General Maintenance & Repairs - 9110	\$ 7,000.00	\$ 5,296.44	\$ 14,453.49	\$ 9,000.00
Pest Control - 9200	\$ 2,040.00	\$ 1,400.00	\$ 2,100.00	\$ 2,100.00
<b>Total expenses:</b>	<b>\$ 216,179.00</b>	<b>\$ 141,664.24</b>	<b>\$ 225,642.24</b>	<b>\$ 220,470.00</b>
<b>INCOME LESS EXPENSES</b>	<b>\$ -</b>	<b>\$ 16,807.12</b>	<b>\$ 17,064.81</b>	<b>\$ -</b>

  
 Approved

11-16-21  
 Date

**Bylaws**  
**Olde Mill Condominium III Inc.**

Order: Q14RBU-TR  
Address: 770 Olinda Ct  
Order Date: 08-12-2022  
Document not for resale  
OldeMillCondo





# BY-LAWS

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CARDEN and  
WENSTER, P.A.  
ATTORNEYS AT LAW  
1000 201  
2010 Independence Blvd  
Baltimore, MD 21202  
Telephone 330-2411



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ART 2891-22

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BY-LAWS

OLDE MILL CONDOMINIUM III

ARTICLE I

Name and Location

Section 1. Name and Location. The name of the condominium is Olde Mill Condominium III. Its principal office is located at 1900 Sulphur Spring Road, Baltimore, Maryland 21227.

ARTICLE II

Definitions

Section 1. Declaration. "Declaration" as used herein means that certain Declaration made the 10<sup>th</sup> day of September, 1976, by Chesapeake Homes, Inc., a Corporation organized and existing under the Laws of the State of Maryland, pursuant to Section 11-101 Through and including Section 11-128 of the Real Property Article of the Annotated Code of Maryland, 1974 edition, as amended, by which certain described property including land, is submitted to a Condominium Regime and which Declaration is recorded among the Land Records of Anne Arundel County, Maryland, immediately prior hereto and to which these By-Laws are appended.

Section 2. Other Definitions. Unless it is plainly evident from the context that a different meaning is intended all other terms used herein shall have the same meaning as they are defined to have in the Declaration or in Section 11-101 of the Real Property Article, the Annotated Code of Maryland, 1974 Edition, as amended.

ARTICLE III

Ownership

Section 1. Owners. Every person, group of person, corporation, trust or other legal entity, or any combination thereof, which owns a condominium unit within the condominium as the same is constituted from time to time shall be a member of the Council of Unit Owners, hereinafter called the "Council", provided, however, that any person, group of persons, corporation, trust or other legal entity, or any combination thereof, which holds such interest solely as

*Amended*  
*5-4-90*

security for the performance of an obligation shall not be an owner.

~~Section 2. By-Laws Applicability. The provisions of these By-Laws are applicable to the Condominium. The term "Condominium" as used herein shall include the land, as well as the improvements thereon. In construing these By-Laws, and the government of the condominium pursuant thereto, the provisions of the Corporations and Associations Article of the Annotated Code of Maryland, 1973 Edition, as amended, pertaining to the government of non-stock business corporations, shall be considered as governing to the extent not inconsistent with the provisions of the Real Property Article, Section 11-101, et seq., of the Annotated Code of Maryland, the Declaration and these By-Laws, the condominium being considered the corporation and the owners being considered the members. This Council shall be unincorporated as provided in Section 11-109 of the Real Property Article of the Annotated Code of Maryland.~~

ARTICLE IV

Meeting of Council of Unit Owners

~~Section 1. Place of Meetings. Meetings of the Council shall be held at the principal office or place of business of the condominium or at such other suitable place convenient to the Council as may be designated by the Board of Directors.~~

~~Section 2. Annual Meetings. The Organizational and First Meeting of the Council of the Condominium shall be held within one hundred twenty (120) days after fifty percent (50%) of the units in the Condominium Regime as then constituted have been sold and title to the same has been conveyed, or on the 1<sup>st</sup> day of JUNE, 1973, whichever shall first occur.~~

*Amended*  
*5-4-90*

~~Thereafter, annual meetings of the Council of the condominium shall be held on the first Tuesday in February of each succeeding year. At such meeting there shall be elected by ballot of the Unit Owners, a Board of Directors in accordance with the requirements of Section 5 of Article V of these By-Laws. The Council may also transact such other business of the Condominium as may properly come before them.~~

~~Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Council as directed by resolution of the Board of Directors or upon a petition signed by Unit Owners representing at least twenty percent (20%) of the total votes of the Condominium Regime, as then constituted, having been presented to the Secretary. The notice of any special meeting shall state~~

the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5ths) of the Unit Owners present, either in person or by proxy. Section 4. Notice of meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record, at his address as it appears on the Ownership Book of the Condominium, or if no such address appears, at his last known place of address, at least fifteen (15) but not more than ninety (90) days prior to such meeting. Service may also be accomplished by the delivery of any such notice to the Unit Owner at his condominium unit or last known address. Notice by either such method shall be considered as notice served. Attendance by a Unit Owner at any meeting of the Council shall be a waiver of notice by him of the time, place and purpose thereof.

*Amended*  
5-4-90

Section 5. Quorum. The presence, either in person or by proxy, of owners representing at least fifty-one percent (51%) of the total votes of the Condominium Regime, as then constituted, shall be requisite for and constitute a quorum for the transaction of business at all meetings of the Council. If the number of votes at a meeting drops below the quorum and the question of a lack of a quorum is raised, no business may thereafter be transacted.

25%  
↓  
(33 units)

*Amended*  
5-4-90

Section 6. Voting. At every meeting of the Council, each of the Unit Owners shall have the right to cast one vote for each unit which he owns on each question. The votes established in Paragraph 13 of the Declaration shall be applicable to voting rights. The vote of the Unit Owners representing fifty-one percent (51%) of the total votes of the Condominium Regime, as then constituted, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the statute, the Declaration or these By-Laws, a different vote is required, in which case such express provision shall govern and control. No Unit Owner, shall be eligible to vote or to be elected to the Board of Directors against whom the Council has recorded a Statement of Condominium Lien on his unit and the amount necessary to release the lien has not been paid at the time of the meeting.

25%  
↓  
(33 units)

Section 7. Proxies. A Unit Owner may appoint any other Unit Owner, the Developer (as defined in the Declaration), Management Agent, Mortgagee or Lessee, as his proxy. In no case may any Unit Owner, except for the Developer or the Management Agent, cast more than one vote by proxy in addition to his own vote. Any proxy must be in writing and must be filed with the Secretary before the appointed time of each meeting. The proxy is effective only for a maximum period of 180 days following its issuance, unless granted to a mortgagee or lessee. It may be revoked sooner by a written notice of revocation filed with the Secretary or by the death of the Unit Owner.

#### ARTICLE V

##### Directors

Section 1. Number and Qualification. The affairs of the Condominium shall be governed by the Board of Directors composed of at least three (3) persons and not more than nine (9) persons, a majority of whom, after the Organizational and First meeting of the Council shall be Unit Owners.

Section 2. Initial Directors. The initial Directors shall be selected by the Developer and need not be Unit Owners. The names of the Directors who shall act as such from the date upon which the Declaration is recorded among the Land Records of Anne Arundel County, Maryland until the Organizational and First Meeting of the Council or until such time as their successors are duly chosen and qualified are as follows:

Lois A. Sinar

Chalmers Craver

Larry Wyllie

Section 3. Powers and Duties. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the Council. The powers and duties of the Board of Directors shall include but not be limited to the following:

(a) To provide for the care, upkeep and surveillance of the Condominium Regime, as it is constituted from time to time and its general and limited common elements and services in a manner consistent with law and the provisions of these By-Laws and the Declaration;



(b) to establish and provide for the collection of assessments from the Unit Owners and for the assessment and enforcement of liens therefore in a manner consistent with law and the provisions of these By-Laws and the Declaration;

(c) designation, hiring and/or dismissal of the personnel necessary for the good working order of the Condominium Regime and for the proper care of the general and limited common elements and to provide services for the project in a manner consistent with law and the provisions of these By-Laws and the Declaration; and

(d) to promulgate and enforce such rules and regulations, and such restrictions on, or requirements, as may be deemed proper respecting the use, occupancy and maintenance of the project, and the use of the general and limited common elements, as they are designated, to prevent unreasonable interference with the use and occupancy of the Condominium and of the general and limited common elements by the Unit Owners, all of which shall be consistent with laws and the provisions of these By-Laws and the Declaration.

*Added  
new paragraph  
5-4-90*

→ (e) *Fining*  
Section 4. Management Agent The Board of Directors shall employ for the Condominium a professional Management Agent at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize, including, but not necessarily limited to, the duties set out in subsections (a) through (d) of Section 3 of this Article. The Council shall not employ any new Management Agent without first obtaining written consent from the holders of all first mortgages on the Condominium units and the Council shall not undertake "self-management" or otherwise fail to employ a professional management agent without the prior written consent of all of the holders of such first mortgages. Any professional management company so employed must have and maintain fidelity bond coverage in an amount equal to or greater than one and one half times the estimated annual operating expenses and reserves of the Condominium.

Section 5. Elections and Terms of Office. The term of the Directors named herein shall expire when their successors have been elected at the Organizational and First Annual meeting of the Council and are duly qualified. At the first annual meeting of the Council the term of office of the Director receiving the greatest number of votes shall be fixed for two (2) years. The terms of office of the other Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of one (1) year. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Council shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected by the Council at the next annual meeting to serve out the unexpired portion of the term.

Section 7. Removal of Director. At a regular or special meeting duly called, any Director may be removed with or without cause by the affirmative vote of the majority of the entire Council and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Council shall be given an opportunity to be heard at the meeting. The term of any Director who has an unreleased Statement of Lien recorded against him shall be automatically terminated and the remaining Directors shall appoint his successor as provided in Section 6 of this Article.

Section 8. Compensation. Except for those Directors named as such in Section 2 of Article V of these By-Laws, and any of their successors elected prior to the first annual meeting of the Council, no remuneration shall be paid to any Director who is also a Unit Owner for services performed by him for the Condominium in any other capacity unless a resolution authorizing such remuneration shall have been adopted by the Board of Directors before the services are undertaken.

Section 9. Organizational Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board of Directors shall be present.

Section 10. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least six (6) days prior to the day named for such meeting.

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Directors, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three Directors.

Section 12. Waiver of Notice. Before, or at, any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time, place and purpose thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 13. Quorum. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

Section 15. Fidelity Bonds. The Board of Directors may require that all officers and employees of the condominium handling or responsibly for Council or trust funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Condominium.

ARTICLE VI

Officers

Section 1. Designation. The principal officers of the Council, shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. The officers, except for officers elected by the initial directors, other than the President of the Council need not be Unit Owners. The Directors may appoint an assistant secretary and an assistant treasurer and such other officers as in their judgment may be necessary. The offices of secretary and treasurer may be filled by the same person.

Section 2. Election of Officers. The officers of the Council shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Council and a member of the Board of Directors. He shall preside at all meetings of the Council and the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President of a corporation including but not limited to the power to appoint committees from among the unit owners from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Council.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Council of Unit Owners, he shall have charge of the "Ownership", "Mortgagees" and such other books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incidental to the office of Secretary including counting the votes at meetings of the Council.

Section 7. Treasurer. The Treasurer shall have responsibility for Council funds and securities, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Council. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit of the Council in such depositories as may from time to time be designated by the Board of Directors.

Section 8. Compensation. The Board of Directors shall have the power to fix the compensation for all officers of the Council, with the approval of the Council.

#### ARTICLE VII

##### Liability and Indemnification of Officers and Directors

###### Section 1. Liability and Indemnification of Officers and Directors.

The Council of Unit Owners shall indemnify every officer and director of the Council against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding, including the settlement of any such suit or proceeding if approved by the then Board of Directors of the Council to which he may be made a party by reason of being or having been, an officer or director of the Council, whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Council shall — be liable to the Unit Owners for any negligence including ————— their own individual willful misconduct or bad faith. The officers and directors of the Council shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Council, except to the extent that such officers or directors may also be Unit Owners, and the Council shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to

\*but shall not be liable for mistakes of judgment or otherwise if made in good faith.

which any officer or director of the Council, or former officer or director of the Council may be entitled.

Section 2. Common or Interested Directors. (a) The Directors shall exercise their powers and duties in good faith and with a view to the interest of the Council.

(b) For so long as the Developer elects one or more directors to the Board: no contract or other transaction between the Council and one or more of its Directors, or between the Council and any corporation, firm or association, including the Developer, in which one or more of the Directors of this Council are directors or officers, or are pecuniarily or otherwise interested, is either void or voidable because such Director or Directors are present at the meeting of the Board of Directors, or any committee thereof, which authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose, if any of the conditions specified in any of the following subparagraphs exist:

(1) The fact of the common directorate or interest is disclosed or known to the Board of Directors, or a majority thereof, or noted in the Minutes, and the Board authorizes, approves or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

(2) The fact of the common directorate or interest is disclosed or known to the Unit Owners, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

(3) The contract or transaction is commercially reasonable to the Council at the time it is authorized, ratified, approved or executed.

(c) For so long as the Developer elects one or more directors to the Board: common or interested Directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors, or committee thereof, which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if he were not such director or officer of such other corporation or not so interested.

#### ARTICLE VIII-MANAGEMENT

Section 1. Management and Common Expenses. The Council shall manage, operate and maintain the Condominium Regime, and, for the benefit of the

units and the Unit Owners thereof, shall enforce the provisions hereof and may pay out of the common expense fund, herein elsewhere provided for, the following, which itemization shall not act as a limitation on the Council;

(a) The cost of providing water, sewer, garbage and trash collection, (including street lighting) electrical/gas and other necessary utility services for the common elements and, to the extent that the same are not separately metered or billed to each unit, for the units.

(b) The cost of fire and extended liability insurance on the common elements and the cost of such other insurance as the Council may effect.

(c) The cost of the services of a person or firm to manage the Condominium Regime to the extent deemed advisable by the Council, together with the services of such other personnel as the Board of Directors of the Council shall consider necessary for the operation of the Condominium Regime.

(d) The cost of providing such legal and accounting services as may be considered necessary to the operation of the Condominium Regime.

(e) The cost of painting, maintaining, replacing, repairing and landscaping the general and limited common elements and such furnishings and equipment for the general and limited common elements as the Board of Directors shall determine are necessary and proper, and the Board of Directors shall have the exclusive right and duty to acquire the same; provided, however, that nothing herein contained shall require the Council to paint, repair, or otherwise maintain the exterior or interior of any unit or any fixtures or equipment located therein.

(f) The cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like which the Council is required to secure to pay for by law, or otherwise, or which in the discretion of the Board of Directors shall be necessary or proper for the operation of the general and limited common elements; provided, however, that if any of the aforementioned are provided or paid for the benefit of a particular unit or units, the cost thereof shall be specially assessed to the Unit Owner or Owners thereof in the manner provided in subsection (g) of Section I of this Article.

(p) The cost of the maintenance or repair of any unit in the event such maintenance or repair is reasonably necessary in the discretion of

the Board of Directors to protect the general and limited common elements or to preserve the appearance or value of the Condominium or is otherwise in the interest of the general welfare of all Unit Owners; provided, however, that no such maintenance or repair shall be undertaken without a resolution by the Board of Directors and not without reasonable written notice to the Unit Owner of the unit proposed to be maintained; and, provided, further, that the cost thereof shall be assessed against the unit on which such maintenance or repair is performed and, when so assessed, a statement for the amount thereof shall be rendered promptly to the then Unit Owner of said unit at which time the assessment shall become due and payable and a continuing lien and obligation of said Unit Owner in all respects as provided in Article IX of these By-Laws.

(h) Any amount necessary to discharge any lien or encumbrance levied against the Condominium, or any portion thereof, which may, in the opinion of the Board of Directors, constitute a lien against any of the general or limited common elements rather than the interest of the Unit Owner of any individual condominium unit.

**Section 2. Management Agent.** The Council may delegate any of its duties, powers or functions to the Management Agent, provided that such delegation shall be revocable upon thirty (30) days written notice. The Council and the Board of Directors shall not be liable for any omission or improper exercise by the Management Agent of any such duty, power or function so delegated.

**Section 3. Duty to Maintain.** Except for maintenance requirements here-in imposed upon the Council, if any, the Unit Owner of any unit shall at his own expense, maintain the exterior and interior of his unit and any and all equipment, appliances or fixtures herein situated and its other appurtenances in good order, condition and repair, and in a clean and sanitary condition, and shall do all redecorating, painting and the like which may at any time be necessary to maintain the good appearance of his unit and such appurtenances. In addition to the foregoing, the Unit Owner of any unit shall at his own expense, maintain, repair or replace any plumbing fixtures, porches, patios or sundecks, heating and air conditioning equipment, lighting fixtures, refrigerators, freezers, dishwashers, disposals, ranges and/or other equipment that may be in, or appurtenant to such condominium unit.



Section 4. Right of Entry. Each Unit Owner shall and does hereby grant right of entry to any person authorized by the Board of Directors or the Council in case of any emergency originating in, or threatening, his unit, whether the Unit Owner is present at the time or not.

Section 5. Easements for Utilities and Related Purposes. The Council through its Board of Directors, is authorized and empowered to grant, and shall from time to time grant, such licenses, easements and/or rights of way for sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, underground conduits and/or such other purposes related, to the provision of public utilities to the Condominium Regime, or other provision of public utilities to the Condominium Regime, or other similar Condominium Regime, as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservation and enjoyment of the general and limited common elements or for the preservation of the health, safety, convenience and/or welfare of the Unit Owners, the Developer, or the Unit Owners of units in the subsequent sections of the Condominium Regimes known as Olde Mill Condominium.

Section 6. Limitation of Liability. The Council shall not be liable for any failure of water supply or other services to be obtained by the Council or paid for out of the Common Expenses, or for injury or damage to persons or property caused by the elements or by the Unit Owner of any unit, or any other person, or resulting from electricity, water, snow, or ice which may leak or flow from any portion of the general or limited common elements or from any pipe, drain, conduit, appliance or equipment. The Council shall not be liable to the Unit Owner of any unit for loss or damage, by theft or otherwise, of articles which may be stored upon any of the general or limited common elements. No diminution or abatement of Common Expense Assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the general or limited common elements or from any action taken by the Council to comply with any law, ordinance, or with the order or directive of any municipal or other governmental authority.

#### ARTICLE IX

##### Condominium Fees/Assessments.

Section 1. Annual Condominium Fees/Assessments.

*Amended*  
5-4-90

(a) Each Unit Owner shall pay to the Council, quarterly, a sum equal to one-fourth (X) of the Unit Owner's proportionate share of the sum required by the Council pursuant to the Percentage Interests in Common Expenses and Common Profits as set forth in Exhibit 2 of the Declaration, (hereinafter called "Assessments"), to meet its annual expenses, including but in no way limited to the following:

(1) The cost of all operating expenses of the Condominium Regime as the same maybe constituted from time to time, and services furnished, including charges by the Council for facilities and services furnished by it;

(2) The cost of necessary management and administration, including fees paid to any Management Agent;

(3) The amount of all taxes and assessments levied against the Council or upon any property which it may own or which it is otherwise required to pay, if any;

(4) The cost of fire and extended liability insurance on the Property and the cost of such other insurance as the Council may effect;

*Amended*  
5-4-90

(5) The cost of furnishing water, electricity, heat, gas, garbage and trash collection and/or utilities, to the extent furnished by the Council; <sup>or billed to</sup>

(6) The cost of funding all reserves established by the Council, including, when appropriate, a general operating reserve and/or reserve for replacements;

(7) The estimated cost of repairs, maintenance and replacements of the Condominium Regime including general and limited common elements, to be made by the Council; and

(8) The cost of all operating expenses, repairs, maintenance and replacement for roads, curbs and walkways.

(b) The board of Directors shall determine the amount of the assessment annually, but may do so at more frequent intervals should circumstances so require.

(c) The Board of Directors of the Council shall make reasonable efforts to fix the amount of the assessment against each Unit Owner for each assessment period at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Council and assessments applicable thereto which shall be kept in the office of

the Council and shall be open to inspection by any Unit Owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to each Unit Owner. The omission of the Board of Directors, before the expiration of any assessment period, to fix the assessments hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any Unit Owner from the obligation to pay the assessment, or any installment thereof, for that or any subsequent assessment period, but the assessment fixed for the preceding period shall continue until a new assessment is fixed. No Unit Owner may exempt himself from liability for assessments by a waiver of the use or enjoyment of any of the common elements, or by abandonment of any unit belonging to him.

*Amended*  
5-4-90

*(d) Water Usage*  
Section 2. Special Assessments. In addition to the regular assessment authorized by this Article, the Council may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement located upon the Regime, as then constituted, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board of Directors may consider appropriate, provided that any such assessment shall have the assent of the owners representing two-thirds (2/3) of the total votes of the Condominium. A meeting of the Unit Owners shall be duly called for this purpose, written notice of which shall \_\_\_\_\_ be sent to all owners at least fifteen (15) days, but not more than forty-five (45) days, in advance of such meeting, which notice shall set forth the purpose of the meeting. The Developer shall not be required to pay any such special assessment levied against units which it owns subsequent to the declaration of the Regime and any succeeding Phase or Phases thereof.

*Amended*  
5-4-90

Section 3. Reserve for Replacements. The Council shall establish and maintain a reserve fund for replacements by the allocation and payment quarterly to such reserve fund of an amount to be designated from time to time by the Board of Directors and which shall not be less than five per cent (5%) of the

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aggregate quarterly installments levied pursuant to the provisions of this Article IX. Such fund shall be conclusively deemed to be a Common Expense.

Such funds shall be deposited in a special account with a lending institution the accounts of which are insured by an agency of the United States of America, Maryland Savings ~~Share~~ Insurance Corporation, or may, in the discretion of the Board of Directors, be invested in — obligations of, or <sup>ps</sup> fully guaranteed as to principal by, the United States of America, states, municipalities, or counties.

The reserve for replacements may be expended only for the purpose of effecting the replacements of the common elements and equipment of the Condominium and for operating contingencies of a non-recurring nature. The amounts required to be allocated to the reserve for replacements may be reduced, by appropriate resolution of the Board of Directors, upon the accumulation in such reserve fund of a sum equal to twenty percent (20%) of the full replacement value of the Condominium Regime. Such full replacement value is annually determined by the Board of Directors for casualty insurance purposes. The proportionate interest of any Unit Owner in any reserve for replacements shall be considered an appurtenance of his unit and shall not be separately withdrawn, assigned, transferred or otherwise separated from the unit to which it appertains, and shall be deemed to be transferred with such unit.

Section 4. Non-Payment of Assessment.

(a) A Unit Owner shall be liable for all assessments, or installments thereof, coming due while he is the owner of a unit. In a voluntary grant the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the Common Expenses up to the time of the voluntary grant for which a Statement of Condominium Lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments.

(b) All assessments, until paid, together with interest on them, actual costs of collection, attorney fees and late charges constitute a lien on the units on which they are assessed, if a statement of lien is recorded within two years after the date the assessment becomes due. The lien shall be effective against a unit from and after the time a Statement of Condominium

Lien is recorded among the Land Records of the County where the unit is located, stating the description of the unit, the name of the record Owner, the amount due and the period for which the assessment was due. The Statement of Condominium Lien shall be signed and verified by an officer or agent of the Council of Unit Owners and then recorded. On full payment of the assessment for which the lien is claimed the Unit Owner shall be entitled to a recordable satisfaction of the lien.

(c) Any assessment, or installment thereof, not paid when due shall bear interest, from the date when due until paid, at the rate not exceeding the maximum permissible legal rate per annum.

*Amended*  
5-4-90

(d) The Council shall notify the holder of the first mortgage on any unit for which any assessment levied pursuant to these By-Laws becomes delinquent for a period in excess of thirty (30) days, and in any other case, where the Unit Owner is in default with respect to the performance of any other obligation hereunder for a period in excess of thirty (30) days.

Section 5. Assessment Certificates. The Council shall, upon demand, at any time furnish to any Unit Owner liable for any assessment levied pursuant to the By-Laws (or any other party legitimately interested in the same), a certificate in writing signed by an officer of the Council or its agent, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed ten dollars (10.00) may be levied in advance by the Council for each certificate so delivered.

*Amended*  
5-4-90

Section 6. Acceleration of Installments. Upon default in the payment of any one or more ~~quarterly~~ installments of any assessment levied pursuant to these By-Laws, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors, and be declared due and payable in full.

Section 7. Enforcement. The lien may be enforced and foreclosed by the Council of Unit Owners, or any other person specified in the By-Laws, in the same manner, and subject to the same requirements, as the foreclosure of mortgages or deeds of trusts on real property in the state containing a power of sale, or an assent to a decree. Suit for any deficiency following foreclosure

may be maintained in the same proceeding and suit to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing the same. No action may be brought to foreclose the lien unless brought within three years following the recordation of the statement of Condominium Lien. No action may be brought to foreclose the lien except after ten days' written notice to Unit Owner given by Registered Mail, return receipt requested, to the address of the Unit Owner shown on the books of the Council of Unit Owners.

Section 8. Subordination and Mortgagee Protection.

(a) Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to these By-Laws upon any unit in the Regime shall be subordinate to, and shall in no way affect the rights of the holder of any indebtedness secured by any recorded first mortgage, meaning a Mortgage with priority over other mortgages, upon such interest, made in good faith and for value received, provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such unit pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the purchaser at such sale of the unit from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment, which lien, if claimed, shall have the same effect, and be enforced in the same manner, as provided herein.

(b) No amendment to this section shall affect the rights of the holder of any such mortgage, or the indebtedness secured thereby, recorded prior to recordation of such amendment, unless the holder thereof, or of the indebtedness secured thereby, shall join in the execution of such amendment.

(c) The Board of Directors may, in their sole and absolute discretion, extend the provisions of this section to the holders of a mortgage, or the indebtedness secured thereby, not otherwise entitled thereto.

Section 9. No Declaration in Trust. Nothing herein shall be construed as a Declaration in Trust for the enforcement of the lien above provided for.

Section 10. Definition. As used herein the term "Mortgage" shall include deed of trust and the term "Holder" or "Mortgagee" shall include the party secured by any deed of trust or any beneficiary thereof.

*Amended*  
*5-4-90*

Section 11. Foreclosure of Assessment Lien. Foreclosure of the assessment lien shall not take place until after the mortgagee of that unit is notified pursuant to Section 4 of this Article and the said mortgagee is given fifteen (15) days to obtain compliance by the unit owner with the assessment requirements herein before stated.

#### ARTICLE X

##### Use Restrictions

Section 1. RESIDENTIAL USE. All units shall be used for residential purposes exclusively except for such temporary non-residential uses as may be permitted from time to time by the Board of Directors and by State, County and Local Laws. Nothing in these By-Laws shall be construed to prohibit the Developer from either using units which Developer owns or leases from others for promotional or display purposes as "Model Apartments" or from leasing any unit or units which Developer owns.

*Amended* →  
*8-17-82*

Section 2. Occupancy, Etc. The right to use or occupy any unit within the Condominium, reside therein permanently or otherwise, and the right to sell, lease or otherwise transfer or convey any unit may be subject to such uniform objective standards relating to financial responsibility and/or character as may now or hereafter be set forth in these By-Laws. No such restriction shall be based upon age, race, religion, family composition, sex or place of national origin. The provisions of this subsection shall not apply to transfers made solely for the purpose of securing the performance of an obligation, transfers involving a foreclosure sale or other judicial sale or any transfer to a Mortgagee in Lieu of foreclosure.

##### Section 3. Prohibited Uses and Nuisances.

(a) No noxious or offensive trade or activity shall be carried on within the regime or within any unit situate thereon, nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or the other Unit Owners.

(b) There shall be no obstruction of any general or limited common elements, except as herein provided. Nothing shall be stored upon any general or limited common elements, except as herein provided, without the approval of the Board of Directors. Vehicular parking upon general common elements may be regulated by the Board of Directors. Parking spaces may be assigned by the Board of Directors for use by the Unit Owners of particular units.

(c) Nothing shall be done or maintained in any unit, or upon any general or limited common elements, which will increase the rate of insurance on any unit or general or limited common elements, or result in the cancellation thereof, without the prior written approval of the Board of Directors. Nothing shall be done or maintained in any unit or upon general or limited common elements which would be in violation of any law. No waste shall be committed upon any general or limited common elements.

(d) No structural alteration, construction, addition or removal of any unit or general or limited common elements shall be commenced or conducted except in strict accordance with the provisions of these By-Laws and by State, County and Local Laws.

(e) The maintenance, keeping, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any unit, or upon any common elements, except that this shall not prohibit the keeping of two dogs, two cats and/or caged birds as domestic pets; provided that they are not kept, bred or maintained for commercial purposes; and provided further that the keeping of such dogs, cats and/or caged birds will not constitute such type of noxious or offensive activity as covered in subsection (a) of this Section. All dogs must be kept inside their respective Unit Owner's unit and may be walked on the common elements, only on a leash

(f) Except for such signs as may be posted by the Developer for promotional purposes, no signs of any character shall be erected, posted or displayed upon, in or from or about any unit or the general or limited common elements; provided, however,

[REDACTED]  
[REDACTED] in or from any unit placed upon the market for sale or rent. The pro-



visions of this subsection shall not be applicable to the holder of any Deed of Trust or Mortgage in the process of enforcing his lien by foreclosure. One professional sign of a doctor, dentist, lawyer or certified public accountant is permitted so long as it is no more than one (1) foot by one (1) foot and is located on the inside of the unit window.

*Amended*  
*5-4-90*

(g) Except as herein elsewhere provided; no junk vehicle or other vehicle, on which current registration plates are not displayed, trailer, truck, camper, camp truck, house trailer, boat or the like shall be kept upon any general or limited common elements, nor shall the repair or extraordinary maintenance of automobiles or other vehicles, be carried out thereon.

(h) No part of the general or limited common elements shall be used for commercial activities of any character. This subsection shall not apply to the use of units by the Developer for display, promotional or sales purposes.

(i) No burning of any trash, and no unreasonable or unsightly accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted within any unit or upon any general or limited common elements. Trash and garbage containers shall not be permitted to remain in public view, except within the rear exclusive use easements hereinafter provided for.

(j) No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be maintained upon any of the general or limited common elements at any time. Outdoor clothes dryers or clothes lines shall not be maintained upon any of the general or limited common elements at any time.

(k) No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission, shall be maintained upon any unit or upon any general or limited common elements without the prior written consent of the Board of Directors and in no event shall such aerial or antenna be located so as to extend upward above the highest point of the unit to which it is attached. No aerial or antenna shall be placed on the outside of any unit except on the rear building wall of said unit.

(l) Decks, porches, patios and platforms shall be maintained in a neat, safe and orderly manner; and no items or material shall be hung over the deck railing, or on the outer side of said deck without the written approval of the Board of Directors.

(m) The owner of each unit shall have the right to store firewood on the deck or patio provided that such wood is kept in a covered wood storage box stained or painted to match the deck.

(n) The deck or patio of each unit may be equipped with an awning for protection from the elements, which awning may also have side panels for privacy. All awnings must be approved by the Architectural Control Committee as hereinafter provided.

(o) Between 11:00 p.m. and 9:00 a.m., there shall be no loud or unusual noises; and musical instruments, radios, televisions, record players, phonographs, Hi-Fi sets and amplifiers shall be used in such manner as not to disturb other Unit Owners.

(p) The use or storage of water beds in any unit may be permitted by the Board of Directors if requested by the Unit Owner in writing.

(q) Outdoor cooking is strictly prohibited on any of the general or limited common elements, except in the rear exclusive use easement area with charcoal burners.

(r) Exclusive Use Easement Areas. Fences approved by the Board of Directors in accordance with established standards may only be installed within the exclusive use easement area located to the rear of the dwelling; provided, however, that the Unit Owner shall thereafter be responsible at his sole expense for all maintenance of said fence. Further, the maintenance of all balconies, patios and doorsteps and the watering and maintenance of all lawns, plants and landscaping within the exclusive use easement areas shall be performed by each Unit Owner at his expense, together with removal from all private walkways within the exclusive use easement areas of all snow up to two (2") inches in depth and the maintenance of any plants or landscaping not originally planted by Developer. Except as herein provided, no Unit Owner or group of Owners shall build, plant or maintain any matter or thing upon, over or under the common elements, except with the express permission of the Board of Directors, first obtained in writing, nor shall any Unit Owner place trash, garbage, excess material of any kind on or about the common elements, nor burn, chop or cut anything on, over or above the common elements, except in locations designated by the Board.

(s) There shall be no violation of any rules for the use of the general or limited common elements which may from time to time be adopted by the Board of Directors and promulgated among the Unit Owners by said Board in writing; and the Board of Directors is hereby, and elsewhere in these By-Laws, authorized to adopt such rules.

## ARTICLE XI

### Architectural Control

#### Section I. Architectural Control Committee.

(a) Except for the original construction of the units situate within the property by the Developer and any improvements to any unit or to the general or limited common elements accomplished concurrently with said original construction, and except for

purposes of proper maintenance and repair, or as otherwise in these By-Laws provided, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw nail, build, alter, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, aeriads, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, decks, platforms, porches, driveways, fences, walls or to make any change or otherwise alter, including any alteration in color, in any manner whatsoever, to the exterior of any unit or upon any of the general or limited common elements within the property until the complete plans and specifications, showing the location, nature, shape, height, material, color, type of construction and/or any other proposed form of change, including, without limitation, any other information specified by the Board of Directors, or its designated Committee, shall have been submitted to, and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography, by the Board of Directors of the Council, or by an "Architectural Control Committee" designated by it.

*Amended* → (b) In the event the Board of Directors, or its designated Committee, fails to  
*8-17-82* approve, or disapprove, such design and location within sixty (60) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required, and this Article will be deemed to have been fully complied with.

## ARTICLE XII

### Insurance

Section I. Insurance. The Board of Directors may obtain and maintain, to the extent reasonably available, at least the following, except with respect to Paragraph (a) of this Section I which shall be mandatory, to the extent reasonably available:

(a) Public liability insurance with a "Severability of Interest" endorsement in such amounts and in such forms as may be considered appropriate by the Board of Directors (But not less than One Million Dollars (\$1,000,000.00 covering all claims or bodily injuries and/or property damage arising out of a single occurrence) including, but not limited to, water damage legal liability, liability for property of others, and any and all other liability incident to the ownership and/or use of the Condominium Regime or any portion thereof. Notice is hereby given that such public liability insurance has been arranged by the Developer effective as of the date of recordation hereof; and

(b) Workmen's compensation insurance to the extent necessary to comply with any applicable law; and

(c) Adequate fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees and employees of the Condominium and all others who handle, or are responsible for handling funds of the Condominium. Such fidelity bonds shall meet the following requirements:

1. all such fidelity bonds shall name the Condominium as an obligee; and
2. such fidelity bonds shall be written in an amount equal to at least 150% of the estimated annual operating expenses of the Condominium, including reserves, unless a greater amount is required by any mortgagee; and
3. such fidelity bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression; and
4. such bonds shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' prior written notice to all mortgagees of units in the Condominium.

(d) Such other policies of insurance, including insurance for other risks of a similar or dissimilar nature and fidelity coverage as required by Section 15 of Article V of these By-Laws, as are or shall hereafter be considered appropriate by the Board of Directors. Section 2. Limitations. Any insurance obtained pursuant to the requirements of this Article shall be subject to the following provisions:

- (a) All policies shall be written or reinsured with a company or companies licensed to do business in the State of Maryland and holding a rating of ("A/AAAA") or better in the current edition of BEST'S INSURANCE GUIDE.
- (b) Exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors, as Trustee for the Unit Owners, or its authorized representative, including any Trustee with which the Council may enter into any Insurance Trust Agreement, or any successor Trustee, each of which shall be herein elsewhere referred to as the "Insurance Trustee".
- (c) In no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article be brought into contribution with insurance purchased by the Unit Owners or their mortgagees, as herein permitted, and any "no other insurance"

or similar clause in any policy obtained by the Council pursuant to the requirements of this Article shall exclude such policies from consideration.

(d) Such policies shall contain no provision relieving the insurer from liability because of loss occurring while the hazard is increased in the building, whether or not within the control or knowledge of the Board of Directors and shall contain no provision relieving the insurer from liability by reason of any breach of warranty or condition caused by the Board of Directors or any Unit Owner, and/or their respective agents, employees, tenants, mortgagees or invitees or by reason of any act of neglect or negligence on the part of any of them.

(e) All policies shall provide that such policies may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to any and all insureds named thereon, including any and all mortgagees of the units.

(f) All policies of casualty insurance shall provide that, notwithstanding any provision thereof which gives the carrier the right to elect, to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Board of Directors (or any Insurance Trustee) or when in conflict with the provisions of any Insurance Trust Agreement to which the Council may be a party, these By-Laws or the provisions of the Condominium Act.

(g) All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Council, the Board of Directors, the Unit Owners and/or their respective agents, employees or tenants, and of any defenses based upon co-insurance or invalidity arising from the non malicious act of the insured.

**Section 3. Endorsements, Etc.** The Board of Directors, at the request of any Unit Owner or at the request of the mortgagee of any unit, shall promptly obtain and forward to such Unit Owner or mortgagee (a) an endorsement to any of the policies aforementioned in this Article showing the interest of such Unit Owner or mortgagee as it may appear; and (b) Certificates of insurance relating to any such policies; and (c) copies of any such policies, duly certified by the insurer or its duly authorized agent.

ARTICLE XIII

Casualty Damages - Reconstruction or Repair

Section 1. Use of Insurance Proceeds. In the event of damage or destruction by fire or other casualty the same shall be promptly repaired or reconstructed in substantial conformity with the original plans and specifications with the proceeds of insurance available for that purpose, if any.

Section 2. Proceeds Insufficient. In the event that the proceeds of insurance are not sufficient to repair damage or destruction by fire or other casualty, or in the event such damage or destruction is caused by any casualty not herein required to be insured against, then the repair or reconstruction of the damaged general and limited common elements shall be accomplished promptly by the Council as a Common Expense and the repair or reconstruction of any unit shall be accomplished promptly by the Council at the expense of the Unit Owner of the affected unit. The ratable share of the expense of such repairs or reconstruction may be assessed, and the lien for the same shall have all the priorities provided for in Article IX of these By-Laws.

Section 3. Restoration Not Required. In the event more than two-thirds (2/3) of the entire Condominium Regime, as then constituted, is substantially damaged or destroyed by fire or other casualty, and all Unit Owners of the Condominium Regime, as then constitute, do not promptly resolve to proceed with repair or reconstruction then, and in that event, the Condominium Regime, as then constituted, shall be deemed to be owned in common by the Unit Owners of all of the units in the same proportions as that previously established for ownership or appurtenant undivided interests in the general and limited common elements, and the Condominium Regime, as then constituted, shall be subject to an action for partition at the suit of the Unit Owner of any unit, or the holder of any lien thereon, in which event, the net proceeds of sale, together with the net proceeds of any insurance paid to the Council, as then constituted, or the Unit Owner in common, shall be considered as one fund, and shall be divided among the Unit Owners of all the units in the same proportion as that previously established for ownership of appurtenant undivided interests in the general and limited common elements after first paying out of the share of the Unit Owner of any unit, to the extent such share is sufficient for the purpose, all liens upon said unit.

ARTICLE XIV

Fiscal Management

Section 1. Fiscal Year. The fiscal year of the Council shall begin on the first day of January every year, except that the first fiscal year of the Council shall begin at the date of the recording of the Declaration, By-Laws and Condominium Plat. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should practice subsequently dictate.

Section 2. Books and Accounts. Books and accounts of the Council shall be kept under the direction of the Treasurer in accordance with good accounting practices. The same shall include books with detailed accounts, in chronological order, of the receipts and expenditures affecting the Condominium Regime and its administration and shall specify the maintenance and repair expenses of the general and limited common elements and services and any other expenses incurred. That amount of any assessment required for payment on any capital expenditures of the Council shall be credited upon the books of the Council to the "Paid-in-Surplus" account as a capital contribution by the Unit Owners.

Section 3. Auditing. At the close of each fiscal year, the books and records of the Condominium shall be audited by an independent Certified Public Accountant whose report shall be prepared and certified in accordance with generally accepted auditing standards. Based upon such report, the Council shall furnish the Unit Owners with an annual financial statement, including the income and disbursements of the Council.

Section 4. Inspection of Books. The books and accounts of the Council and vouchers accrediting the entries made thereupon, shall be available for examination by the Unit Owners and/or their duly authorized agents, attorneys and mortgagees, during normal business hours and for purposes reasonably related to their interests as Unit Owners.

ARTICLE XV

AMENDMENT

Section 1. Amendments. These By-Laws may be amended by the affirmative vote of Unit Owners representing 75% of the total votes of the Condominium Regime, as then constituted, at any meeting of the Unit Owners duly called for such purpose in accordance with the provisions of Section 11-104 of the Real Property Article of the Annotated Code of Maryland, 1974 Edition, as amended, effective only upon the recorda-

*Amended  
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tion among the Land Records of Anne Arundel County, Maryland, of an amendment to these By-Laws setting forth such amendments to these By-Laws and the applicable provisions of the statute aforesaid; and only after thirty (30) days prior written notice to the institutional holders of all first mortgages on the units in the Condominium Regime, as then constituted, amendments may be proposed by the Board of Directors or by Petition signed by Unit Owners representing at least thirty percent (30%) of the total votes of the Condominium Regime, as then constituted. A description of any proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment is to be voted upon. The provisions of this paragraph are subject to the rights of the Developer as set out in Paragraph 20 of the Declaration.

#### ARTICLE XVI

##### NOTICE TO COUNCIL

Section 1. Ownership Book. The Council shall maintain a current roster of names and addresses of each Unit Owner to which notice of meetings of the Council shall be sent and each Unit Owner shall furnish the Council with this information. No Unit Owner may vote at meetings of the Council until this information is furnished.

Section 2. Mortgages. A Unit Owner who mortgages his unit shall notify the Secretary of the Board of Directors of the name and address of his mortgagee; and the Council shall maintain such information in a book entitled "Mortgagees of Units".

#### ARTICLE XVII

##### MORTGAGEES

Section 1. Change in Percentage Interests in Common Elements. The consent of all mortgagees, obtained in advance in writing, is mandatory if the Council should adopt any change in the pro-rata interest of the Unit Owner in the common elements of the Condominium.

Section 2. Right to Inspect Books. All mortgagees shall have the right to inspect the books of the Condominium, obtain financial statements and review budgets of the Condominium.

Section 3. Notice of Meetings. All mortgagees shall have the right to notification of an attendance at all general and special meetings of the Council and shall be permitted to express any views at such meetings as they may wish to convey to the Council.



Section 4. Rental by Mortgagee. All mortgagees shall have the right, notwithstanding any provision herein to the contrary, to rent any units which such mortgagee or mortgagees may own through foreclosure sale or voluntary sale, free from any restriction herein against leasing.

Section 5. Notice of Loss or Taking. The Board of Directors shall notify all mortgagees including the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation (c/o the servicer at the servicer's address) in writing whenever (a) damage to a unit covered by a mortgage exceeds \$1,000, and (b) damage to common areas and related facilities exceeds \$10,000

#### ARTICLE XVIII

##### COMPLIANCE - INTERPRETATION - MISCELLANEOUS

Section 1. Compliance. These By-Laws are set forth in compliance with the requirements of Sections 11-101 et seq. of the Real Property Article of the Annotated Code of Maryland, 1974 Edition, as amended.

Section 2. Conflict. These By-Laws are subordinate and subject to all provisions of the Declaration and to the provisions of Sections 11-101 et seq. of the Real Property Article of the Annotated Code of Maryland, 1974 Edition, as amended. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as in the Declaration or the aforesaid statute. In the event of any conflict between these By-Laws and the Declaration, the provisions of the Declaration shall control, in the event of any conflict between these By-Laws and the applicable Sections of the Real Property Article, the provisions of the statute control.

Section 3. Resident Agent. Michael H. Mannes, 721 Howard Road, Baltimore, Maryland 21208, a resident of the State of Maryland shall be designated as the person authorized to accept service of process in any action relating to the Condominium Regime or to general or limited common elements, as authorized under Section 11-116 of the Real Property Article of the Annotated Code of Maryland, 1974 Edition, as amended. The Board of Directors may, at its discretion, substitute another Resident Agent for the purpose of accepting such service of process as set forth above; provided that proper notification of such change be promptly filed with the Maryland Department of Assessments and Taxation.

Section 4. Severability. In the event any provision or provisions of these By-Laws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.



X-

AMENDMENT OF THE BY-LAWS OF  
OLDE MILL CONDOMINIUM III

EXPLANATORY STATEMENT: On or about September 10th, 1976, the original By-laws of the Council of Unit Owners of Olde Mill Condominium III were recorded among the Land Records of Anne Arundel County, Maryland at Liber WOL 2891, folio 21. The Council of Unit Owners of Olde Mill Condominium III, by the affirmative vote of at least 75 percent of the votes of said Council of Unit Owners and of at least 75 percent of the percentage interests of the common element ownership of said condominium, hereby amends its said By-laws as hereinafter provided.

NOW, THEREFORE, on this 19th day of May, 1981, Section 1 of Article XV of the above-described By-laws of the Council of Unit Owners of Olde Mill Condominium III is hereby amended by deleting the existing provisions of said section in full and by inserting, in lieu thereof, the following language:

Section 1. Amendments. These ByLaws may be amended by the affirmative vote of Unit Owners representing that percentage of the total votes of the Condominium Regime, as then constituted, currently specified in the Real Property Article Section 11-104 of the annotated code of Maryland, 1976 Edition, as amended, effective only upon the recordation among the Land Records of Anne Arundel County, Maryland, of an amendment to these By-laws setting forth such amendments to these By-laws and the applicable provisions of the statute aforesaid; and only after thirty (30) days prior written notice to the institutional holders of all first mortgages on the units in the Condominium Regime, as then constituted, amendments may be proposed by the Board of Directors or by Petition signed by Unit Owners representing at least thirty percent (30%) of the total votes of the Condominium Regime, as then constituted. A description of any proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment is to be voted upon. The provisions of this paragraph are subject to the rights of the Developer as set out in Paragraph 20 of the Declaration.

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REGISTRY OF DEEDS  
ANNE ARUNDEL COUNTY  
1981 JUL - 8 AM 10:59  
2. STATE OF MARYLAND

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27

The foregoing amendment shall take effect immediately.

ATTEST:

COUNCIL OF UNIT OWNERS OF  
OLDE MILL CONDOMINIUM III

Robert D. Buecht  
Secretary

Paul Edward Powell  
President

CERTIFICATE OF APPROVAL

I HEREBY CERTIFY that on the 19th day of May 1981, I was the Secretary of Olde Mill Condominium III and that, by virtue of said office, I was the person specified by the By-Laws and the Board of Directors of said condominium to count votes at all meetings of the Council of Unit Owners of Olde Mill Condominium III. I further hereby certify that the foregoing Amendment of the By-Laws of Olde Mill Condominium III was on that date approved by the affirmative vote of unit owners of said condominium having at least 75 percent of the votes of said Council of Unit Owners (and at least 75 percent of the percentage interests of the common elements of said condominium) at a meeting of said Council of Unit Owners for which due written notice was provided to each unit owner in said condominium.

AS WITNESS my hand and seal.

Celeste D. Brecht  
Celeste D. Brecht, Secretary  
Olde Mill Condominium III  
Council of Unit Owners

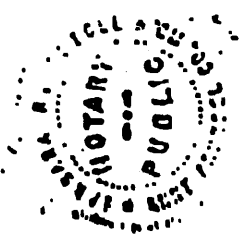
ATTEST:

Paul Edward Russell  
President

STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

I HEREBY CERTIFY that on this 19th day of June, 1981, before me, the subscriber, a Notary Public in and for the aforesaid state and county, personally appeared CELESTE D. BRECHT who is known to me to be the person whose name is subscribed to the foregoing Certificate of Approval and she made oath in due form of law that the matters and facts stated in said Certificate of Approval are true and she acknowledged the execution of the same as her act and the execution of the foregoing Amendment of the By-Laws of Olde Mill Condominium III as the act and deed of the Council of Unit Owners of Olde Mill Condominium III.

Barbara L. Berge  
Notary Public  
My commission expires July 1, 1982



BARBARA L. BERGE  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires July 1, 1982

Olde Mill Condominium

AMENDMENT OF THE BY-LAWS OF  
OLDE MILL CONDOMINIUM III

EXPLANATORY STATEMENT: On or about September 10th, 1976, the original By-Laws of the Council of Unit Owners of Olde Mill Condominium III were recorded among the Land Records of Anne Arundel County, Maryland at Liber WCL 2891, folio 21. The Council of Unit Owners of Olde Mill Condominium III, by the affirmative vote of at least 66 2/3 percent of the votes of said Council of Unit Owners and of at least 66 2/3 percent of the percentage interests of the common element ownership of said condominium, hereby amends its said By-Laws as hereinafter provided.

NOW, THEREFORE, on this 17th day of August, 1982, Section 1, paragraph (b) of Article XI of the above-described By-Laws of the Council of Unit Owners of Olde Mill Condominium III is hereby amended by deleting the text as indicated below:

(b)" In the event the Board of Directors, or its designated Committee, fails to approve, or disapprove, such design and location within sixty (60) days after said plans and specifications have been submitted to it, ~~of 14 days after it is submitted to the Architectural Control Board.~~ approval will not be required, and this Article will be deemed to have been fully complied with."

INTENT: It is the intent of this proposed change to enable the Board of Directors, or its designated Committee (Architectural Control) the opportunity of the full sixty (60) days to act on approval or disapproval of submitted plans and specifications. As the text presently reads, once a unit owner(s) submits the change, if they go ahead and complete the change, then the change stands. Therefore, the Board of Directors or its designated committee, once the change is in place, would be powerless to act after the fact. Clearly the intent of this proposed amendment is not to unduly delay any submitted changes. The intent is only to give a reasonable time (60 days) to review any submitted change. Depending on the nature/complexity of the change, most submitted changes will be acted on promptly. The concept of Architectural Control is to have prudent review of all changes in the interest of the community as a whole.

The foregoing amendment shall take effect immediately.

ATTEST:

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COUNCIL OF UNIT OWNERS OF  
OLDE MILL CONDOMINIUM III

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*Charlotte Lelick* 8/17/82 *Paul P. ...*  
Secretary President



OLDE MILL CONDOMINIUM III  
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CERTIFICATE OF APPROVAL

I HEREBY CERTIFY that on the 17th day of August 1982, I was the Secretary of Olde Mill Condominium III and that, by virtue of said office, I was the person specified by the By-Laws and the Board of Directors of said condominium to count votes at all meetings of the Council of Unit Owners of Olde Mill Condominium III. I further hereby certify that the foregoing Amendment of the By-Laws of Olde Mill Condominium III was on that date approved by the affirmative vote of unit owners of said condominium having at least 66 2/3 percent of the votes of said Council of Unit Owners (and at least 66 2/3 percent of the percentage interests of the common elements of said condominium) at a meeting of said Council of Unit Owners for which due written notice was provided to each unit owner in said condominium.

AS WITNESS my hand and seal.

*Charlotte Foehrkolb*

Charlotte Foehrkolb, Secretary  
Olde Mill Condominium III  
Council of Unit Owners

ATTEST:

*Paul Edward Duvall*

President

STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

I HEREBY CERTIFY that on this 17<sup>th</sup> day of October, 1982, before me, the subscriber, a Notary Public in and for the aforesaid state and county, personally appeared Charlotte Foehrkolb who is known to me to be the person whose name is subscribed to the foregoing Certificate of Approval and she made oath in due form of law that the matters and facts stated in said Certificate of Approval are true and she acknowledged the execution of the same as her act and the execution of the foregoing Amendment of the By-Laws of Olde Mill Condominium III as the act and deed of the Council of Unit Owners of Olde Mill Condominium III.

*Jane Thompson*

Notary Public

*My commission expires  
July 1986*



*Olde Mill Condom III*

AMENDMENT OF THE BY-LAWS OF  
OLDE MILL CONDOMINIUM III

EXPLANATORY STATEMENT: On or about September 10th, 1976, the original By-Laws of the Council of Unit Owners of Olde Mill Condominium III were recorded among the Land Records of Anne Arundel County, Maryland at Liber WGL 2891, folio 21. The Council of Unit Owners of Olde Mill Condominium III, by the affirmative vote of at least 66 2/3 percent of the votes of said Council of Unit Owners and of at least 66 2/3 percent of the percentage interests of the common element ownership of said condominium, hereby amends its said By-laws as hereinafter provided.

NOW, THEREFORE, on this 17th day of August, 1982, Section 2 of Article X of the above-described By-laws of the Council of Unit Owners of Olde Mill Condominium III is hereby amended by the insertion of the following, after the second sentence of the section:

" No portion of a unit (other than the entire unit) may be rented. Any lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and By-laws and that any failure of the lessee to comply with the terms of such documents shall be a default under the lease. Proof of compliance with this requirement shall be a conforming copy of the lease, when executed, forwarded to the Managing Agent. To protect the confidential nature of lessor/lessee financial agreements, dollar amounts may be obscured/deleted."

INTENT: The intent of this amendment is to insure that all renters shall be made aware that they are directly liable to all the provisions of the Declaration and By-Laws. In this way, any violations of the Declaration or By-laws may be remedied directly with the renter(s) as well as thru the Unit Owner(s)/Lessor. The unit owner(s) as lessor may, at their option, use this amendment as a vehicle to pressure the renter to comply (as any unit owner(s) must) with the provisions of the Declaration and By-laws or be subject to a default under the lease. Any actions as a result of such default would of course be the sole responsibility of the unit owner(s) as lessor.

The foregoing amendment shall take effect immediately.

ATTEST:

COUNCIL OF UNIT OWNERS OF  
OLDE MILL CONDOMINIUM III

*Charlotte Fickel*, 8/11/82  
*Paul Edward Russell*  
Secretary President

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ANNE ARUNDEL COUNTY



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Olde Mill Co  
1914 Lee  
Annapolis,

72

1250

CERTIFICATE OF APPROVAL

I HEREBY CERTIFY that on the 17th day of August 1982, I was the Secretary of Olde Mill Condominium III and that, by virtue of said office, I was the person specified by the By-Laws and the Board of Directors of said condominium to count votes at all meetings of the Council of Unit Owners of Olde Mill Condominium III. I further hereby certify that the foregoing Amendment of the By-Laws of Olde Mill Condominium III was on that date approved by the affirmative vote of unit owners of said condominium having at least 66 2/3 percent of the votes of said Council of Unit Owners (and at least 66 2/3 percent of the percentage interests of the common elements of said condominium) at a meeting of said Council of Unit Owners for which due written notice was provided to each unit owner in said condominium.

AS WITNESS my hand and seal.

Charlotte Fuhrkolb  
Charlotte Fuhrkolb, Secretary  
Olde Mill Condominium III  
Council of Unit Owners


ATTEST:

Paul Edward Powell  
President

STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

I HEREBY CERTIFY that on this 17th day of October, 1982, before me, the subscriber, a Notary Public in and for the aforesaid state and county, personally appeared Charlotte Fuhrkolb who is known to me to be the person whose name is subscribed to the foregoing Certificate of Approval and she made oath in due form of law that the matters and facts stated in said Certificate of Approval are true and she acknowledged the execution of the same as her act and the execution of the foregoing Amendment of the By-Laws of Olde Mill Condominium III as the act and deed of the Council of Unit Owners of Olde Mill Condominium III.

Joan Thompson  
Notary Public  
My Commission Expires  
1 July 1986



Olde Mill Con III



**FOURTH AMENDMENT OF THE BY-LAWS  
OF OLDE MILL CONDOMINIUM III**

EXPLANATORY STATEMENT: On or about September 10th, 1976, the original By-laws of Olde Mill Condominium III were recorded among the Land Records of Anne Arundel County, Maryland in Liber WGL 2891, folio 21. These By-laws were subsequently amended in accordance with a certain Amendment of the By-laws of Olde Mill Condominium III recorded on or about July 8, 1981, among said Land Records at Liber 3422, folio 306, and by certain second and third Amendments of the By-laws of Olde Mill Condominium III recorded on or about October 18, 1982, among said Land Records in Liber 3525, folios 813 through 816 inclusive. The Council of Unit Owners of Olde Mill Condominium III, by the affirmative vote of unit owners having at least sixty-six and two-thirds percent (66 2/3%) or more of the votes of said Council of Unit Owners and by the affirmative vote of unit owners owning at least sixty-six and two-thirds percent (66 2/3%) (as currently specified in the Real Property Article, Section 11-104 of the Maryland Annotated Code) of the percentage interests of the common element ownership of said condominium, now hereby further amends its said By-laws as hereinafter provided.

NOW THEREFORE as of the 26<sup>th</sup> day of March, 1990, the said By-laws of Olde Mill Condominium III are further amended as follows:

Article III (Ownership), Section 2 By-Laws Applicability, of the above-described By-laws of Olde Mill Condominium III is hereby amended by adding that language shown underlined below, as follows:

By-Laws Applicability. The provisions of these By Laws are applicable to the Condominium, including but not limited to, present and future owners, tenants and future tenants and their employees, and any other person that might use the facilities of the Condominium in any manner, and such persons shall be subject to the provisions of the Declaration, these By-laws and the applicable laws of the State of Maryland. The term "Condominium" as used herein shall include the land, as well as the improvements thereon. The mere acquisition of title or rental of any unit in the Condominium or the act of occupancy of any unit will signify that these By-laws and the provisions thereof are accepted, ratified and will be complied with by the person or persons acquiring title or renting the unit in the Condominium. In construing these By-Laws, and the government of the condominium pursuant thereto, the provisions of the Corporations and Associations Article of the Annotated Code of Maryland, 1975 Edition, as amended, pertaining to the government of non-stock business corporations, shall be considered as governing to the extent not inconsistent with the provisions of the Real Property Article, ;

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Section 11-101, et seq., of the Annotated Code of Maryland, the Declaration and these By-Laws, the condominium being considered the corporation and the owners being considered the members. This Council shall be unincorporated as provided in Section 11-109 of the Real Property Article of the Annotated Code of Maryland.

Article IV (Meeting of Council of Unit Owners), Section 2 Annual Meetings, second sentence of the above-described By-laws of Olde Mill Condominium III is hereby amended by adding that language shown underlined below, and by deleting that language shown inside [brackets], as follows:

Annual Meetings. Thereafter, annual meetings of the Council of the [condominium] Condominium shall be held on [the first Tuesday in February of] such date within each succeeding calendar year as shall be designated by the Board of Directors from time to time.

Article IV (Meeting of Council of Unit Owners), Section 5 Quorum, first sentence of the above-described By-laws of Olde Mill Condominium III is hereby amended by adding that language shown underlined below, and by deleting that language shown inside [brackets], as follows:

Quorum. The presence, either in person or by proxy, of owners [representing at least fifty-one percent (51%)] entitled to cast no less than twenty-five percent (25%) of the total votes of the Condominium Regime, as then constituted, shall be requisite for and constitute a quorum for the transaction of business at all meetings of the Council.

Article IV (Meeting of Council of Unit Owners), Section 6 Voting, third sentence of the above-described By-laws of Olde Mill Condominium III is hereby amended by adding that language shown underlined below, and by deleting that language shown inside [brackets], as follows:

Voting. The vote of the Unit Owners representing fifty-one percent (51%) of the total votes [of the Condominium Regime, as then constituted,] represented and voting at a

meeting in which a quorum is present in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the statute, the Declaration or these By-Laws, a different vote is required, in which case such express provision shall govern and control.

Article V (Directors), Section 3 Powers and Duties, of the above-described By-laws of Olde Mill Condominium III is hereby amended by adding a new paragraph (e), shown underlined below, to be appended to the existing provisions of said Section, the new paragraph (e) to read as follows:

(e) After providing such due process as is required, the Board of Directors of the Condominium shall have the power to impose a fine of not more than \$200.00 for each violation by an Owner, tenant, guest, business invitee or occupant on the premises of the Condominium, of any of the provisions of the Declaration, these By-laws, or the Rules and Regulations of the Condominium. Fines for violations by a member of an owner's family or his tenants, guests, business invitees or occupants shall be the joint and several obligation of such owner; and, for the purposes of this paragraph, each day any such violation continues shall be deemed to be a separate such violation. Any fine imposed by the Board of Directors, or any other costs incurred by the Council of Unit Owners to obtain compliance with regard to any such violation, together with interest at the maximum legal rate, reasonable attorneys' fees and costs of collection as hereinafter provided, shall be a lien levied against the owner's unit as of the day of the imposition of the fine, and may be foreclosed and enforced by the Board of Directors as if such lien were a lien for an assessment.

Article IX (Condominium Fees/Assessments), Section 1 Annual Condominium Fees/Assessments, paragraph (a) of the above-described By-laws of Olde Mill Condominium III is hereby amended by adding that language shown underlined below, and by deleting that language shown inside [brackets], as follows:

(a) Each Unit Owner shall pay to the Council [, quarterly, a sum equal to one fourth (%) of] on the first day of each installment period as designated by the Board of

Directors, a sum equal to the Unit Owner's proportionate share of the sum required by the Council pursuant to the Percentage Interests in Common Expenses and Common Profits as set forth in Exhibit 2 of the Declaration, (hereinafter called "Assessments") divided by the total number of installments to be paid as designated by the Board of Directors, to meet its annual expenses, including but in no way limited to the following:

Article IX (Condominium Fees/Assessments), Section 1 Annual Condominium Fees/Assessments, paragraph (a), item (5) of the above-described By-laws of Olde Mill Condominium III is hereby amended by adding that language shown underlined below, and by deleting that language shown inside [brackets], as follows:

(5) [The] Except as otherwise provided by the Board of Directors in accordance with Article IX, Section 1 (d) of these By-laws, the cost of furnishing water, electricity, heat, gas, garbage and trash collection and/or utilities, to the extent furnished by or billed to the Council;

Article IX (Condominium Fees/Assessments), Section 1 Annual Condominium Fees/Assessments, of the above-described By-laws of Olde Mill Condominium III is hereby amended by adding a new paragraph (d) shown underlined below, to be appended to the existing provisions of said Section, the new paragraph (d) to read as follows:

(d) The Board of Directors of the Council may assess against each unit, and collect from each Unit Owner, charges for utility services, including but not limited to, water and sewer, together with late charges thereon, on the basis of usage rather than on the basis of percentage interests in the Common Expenses and Common Profits. As long as charges for utility services are assessed by the Board on the basis of usage, each Unit Owner shall maintain, keep in good order and repair, and promptly replace all equipment within the unit necessary to determine that unit's utility usage. Each unit owner shall make true and accurate reports of usage, and shall pay such assessments for utility usage to the Council, as directed by the Board of Directors. Failure of a Unit Owner to make a true and accurate report of utility usage as directed shall result in an estimated usage assessment and a surcharge of not less than

thirty dollars (\$30.00) for each failure to make a true and accurate report. Each Unit Owner, his lessee, agent or assign, after not less than ten (10) days written notice to the owner and occupant of the unit, shall grant the Board of Directors or its agents, access to all utility usage measuring equipment within the unit, to test and verify the accuracy of the measuring equipment or device. Any utility service assessment or surcharge imposed by the Board of Directors, and any other costs incurred by the Council of Unit Owners to obtain compliance with the provisions of this paragraph, together with interest at the maximum legal rate, reasonable attorneys' fees, late fees and costs of collection as hereinafter provided, shall be a lien against the unit and an obligation of the Unit Owner as of the day of the imposition of the assessment or surcharge, and may be foreclosed and otherwise enforced by the Board of Directors in the same manner as assessments for Common Expenses.

Article IX (Condominium Fees/Assessments), Section 3 Reserve for Replacements, first sentence, of the above-described By-laws of Olde Mill Condominium III is hereby amended by adding that language shown underlined below, and by deleting that language shown inside [brackets], as follows:

The Council shall establish and maintain a reserve fund for replacements by the allocation and payment [quarterly] to such reserve fund of an amount to be designated from time to time by the Board of Directors and which shall not be less than five [per cent] percent (5%) of the aggregate [quarterly] installments levied pursuant to the provisions of this Article IX, excluding those assessments which are levied pursuant to paragraph (d) of Section 1 of Article IX.

Article IX (Condominium Fees/Assessments), Section 4 Non-Payment of Assessment, paragraph (d) of the above-described By-laws of Olde Mill Condominium III is hereby amended by adding that language shown underlined below as follows:

(d) The Council shall notify the holder of record of the first mortgage on any unit for which any assessment levied pursuant to these By-Laws becomes delinquent for a period in excess of thirty (30) days, and in any other case, where the Unit

Owner is in default with respect to the performance of any other obligation hereunder for a period in excess of thirty (30) days.

Article IX (Condominium Fees/Assessments), Section 6 Acceleration of Installments, of the above-described By-laws of Olde Mill Condominium III is hereby amended by deleting that language shown inside [brackets], as follows:

Upon default in the payment of any one or more [quarterly] installments of any assessment levied pursuant to these By-Laws, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors, and be declared due and payable in full.

Article IX (Condominium Fees/Assessments), Section 11 Foreclosure of Assessment Lien, of the above-described By-laws of Olde Mill Condominium III is hereby amended by adding that language shown underlined below, and by deleting that language shown inside [brackets], as follows:

Foreclosure of Assessment Lien. Foreclosure of the assessment lien shall not take place until after the mortgagee of record of that unit is [notified] sent notice pursuant to Section 4 of this Article and the said mortgagee is given fifteen (15) days to obtain compliance by the unit owner with the assessment requirements herein before stated.

Article X (Use Restrictions), Section 3 Prohibited Uses and Nuisances, paragraph (g) of the above-described By-laws of Olde Mill Condominium III is hereby amended by adding that language shown underlined below, and by deleting that language shown inside [brackets], as follows:

(g) Except as herein elsewhere provided; no junk or inoperable vehicle, or other vehicle, on which current registration plates are not displayed, [trailer, truck, camper,

camp truck, house trailer, boat or the like] shall be kept upon any general or limited common elements, nor shall the repair or extraordinary maintenance of automobiles or other vehicles, be carried out thereon. The Board of Directors has the power and duty to promulgate and enforce reasonable rules and restrictions concerning the parking or prohibition of parking of trailers, trucks, campers, camp trucks, house trailers, boats or the like upon the general or limited common elements.

The foregoing amendments shall take effect immediately.

ATTEST:

COUNCIL OF UNIT OWNERS OF  
OLDE MILL CONDOMINIUM III

By Ronald Edward Russell  
Ronald Edward Russell  
President

Dawn E. Butler  
Secretary

CERTIFICATE OF APPROVAL

I HEREBY CERTIFY that on the 26<sup>th</sup> day of March, 19 90, I was the Secretary of Olde Mill Condominium III and that, by virtue of said office, I was then the person specified by the By-laws and the Board of Directors of said condominium to count votes at all meetings of the Council of Unit Owners of Olde Mill Condominium III. I further certify that the foregoing Fourth Amendment of the By-laws of Olde Mill Condominium III was on that date approved by the affirmative vote of unit owners of said condominium having at least sixty-six and two-thirds percent (66 2/3%) or more of the votes of said Council of Unit Owners (and at least sixty-six and two-thirds percent (66 2/3%) of the percentage interests of the common elements of said condominium) at a meeting of said Council of Unit Owners for which due written notice was provided to each unit owner in said condominium.

AS WITNESS my hand and seal.

ATTEST:

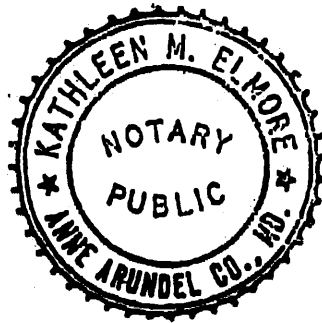
Dawn E. Butler (SEAL)  
Dawn Butler  
Secretary

Ronald Edward Russell  
President

STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

I HEREBY CERTIFY that on this 3<sup>rd</sup> day of May, 1990, before me, the subscriber, a Notary Public in and for the aforesaid jurisdiction, personally appeared DAWN BUTLER, who is known to me to be the person whose name is subscribed to the foregoing Certificate of Approval and said person made oath in due form of law that the matters and facts stated in said Certificate of Approval are true and said person acknowledged the execution of the foregoing Fourth Amendment of the By-laws of Olde Mill Condominium III as the act and deed of the Council of Unit Owners of Olde Mill Condominium III.

AS WITNESS my signature and notarial seal.



*Kathleen M. Elmore*  
Notary Public  
My commission expires: July 1, 1990

*Wright & Wright*



FIFTH AMENDMENT OF THE BY-LAWS OF OLDE MILL CONDOMINIUM III

EXPLANATORY STATEMENT: On or about September 10th, 1976, the original By-laws of Olde Mill Condominium III were recorded among the Land Records of Anne Arundel County, Maryland in Liber WGL 2891, folio 21. These By-laws were subsequently amended in accordance with a certain Amendment of the By-laws of Olde Mill Condominium III recorded on or about July 8, 1981, among said Land Records at Liber 3422, folio 306, and by certain second and third Amendments of the By-laws of Olde Mill Condominium III recorded on or about October 18, 1982, among said Land Records in Liber 3525, folios 813 through 816 inclusive, and by a certain Fourth Amendment of the By-laws of Olde Mill Condominium III recorded on or about May 4, 1990 among said Land Records in Liber 5080, folios 198 et seq. The Council of Unit Owners of Olde Mill Condominium III, by the affirmative vote of unit owners having at least sixty-six and two-thirds percent (66 2/3%) or more of the votes of said Council of Unit Owners and by the affirmative vote of unit owners owning at least sixty-six and two-thirds percent (66 2/3%) (as currently specified in Section 11-104 of the Maryland Real Property Code Annotated) of the percentage interests of the common element ownership of said condominium, now hereby further amends its said By-laws as hereinafter provided.

NOW THEREFORE as of the 19th day of October, 1996, the said By-laws of Olde Mill Condominium III are further amended as follows:

Article V (Directors), Section 4 Management Agent, of the above-described By-laws of Olde Mill Condominium III is hereby amended by deleting that text shown stricken as follows:

Section 4. Management Agent. The Board of Directors shall employ for the Condominium a professional Management Agent at the rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize, including, but not necessarily limited to, the duties set out in subsections (a) through (d) of Section 3 of this Article. ~~The Council shall not employ any new Management Agent without first obtaining written consent from the holders of all first mortgages on the Condominium units and the Council shall not undertake "self-management" or otherwise fail to employ a professional management agent without the prior written consent of all the holders of such first mortgages.~~ Any professional management company so employed must have and maintain fidelity bond coverage in an amount equal to or greater than one and one half times the estimated annual operating expenses and reserves of the Condominium.

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ROBERT S. HUNTER  
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The foregoing amendment shall take effect immediately.

ATTEST:

COUNCIL OF UNIT OWNERS OF  
OLDE MILL CONDOMINIUM III

*Carol A. Duffy*  
Secretary, Carol Duffy

By: *Cathy Sippel*  
Cathy Sippel, President

CERTIFICATE OF APPROVAL

I HEREBY CERTIFY that on the 19<sup>th</sup> day of October, 1996, I was the Secretary of Olde Mill Condominium III and that, by virtue of said office, I was then the person specified by the By-laws and the Board of Directors of said condominium to count votes at all meetings of the Council of Unit Owners of Olde Mill Condominium III. I further certify that the foregoing Fifth Amendment of the By-laws of Olde Mill Condominium III was on that date approved by the affirmative vote of unit owners of said condominium having at least sixty-six and two-thirds percent (66 2/3%) or more of the votes of said Council of Unit Owners (and at least sixty-six and two-thirds percent (66 2/3%) of the percentage interests of the common elements of said condominium) at a meeting of said Council of Unit Owners for which due written notice was provided to each unit owner in said condominium.

AS WITNESS my hand and seal.

ATTEST:

*Cathy Sippel*  
Cathy Sippel, President

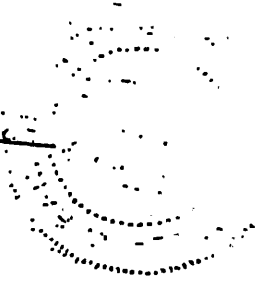
*Carol A. Duffy* (SEAL)  
Carol Duffy, Secretary

STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

I HEREBY CERTIFY that on this 31 day of 8, - 1996, before me, the subscriber, a Notary Public in and for the aforesaid jurisdiction, personally appeared CAROL DUFFY, who is known to me to be the person whose name is subscribed to the foregoing Certificate of Approval and said person made oath in due form of law that the matters and facts stated in said Certificate of Approval are true and said person acknowledged the execution of the foregoing Fifth Amendment of the By-laws of Olde Mill Condominium III as the act and deed of the Council of Unit Owners of Olde Mill Condominium III.

AS WITNESS my signature and notarial seal.

*James R. ...*  
Notary Public



My Commission Expires: 7-1-98

CERTIFICATE OF ATTORNEY

THE UNDERSIGNED HEREBY CERTIFIES that she is an attorney admitted to practice before the Court of Appeals in Maryland and that the within instrument was prepared by an attorney admitted to practice before the Court of Appeals of Maryland, or under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland, or by one of the parties named in the instrument.

*Kathleen M. Elmore*  
Kathleen M. Elmore, Esquire (SEAL)

RETURN TO:

Kathleen M. Elmore, Esquire  
Elmore & Associates, P.A.  
P.O. Box 6488  
Annapolis, Maryland 21401

10005.001

**SIXTH AMENDMENT OF THE BY-LAWS  
OF OLDE MILL CONDOMINIUM III**

**EXPLANATORY STATEMENT:** On or about September 10th, 1976, the original By-laws of Olde Mill Condominium III were recorded among the Land Records of Anne Arundel County, Maryland in Liber WGL 2891, folio 21. These By-laws were subsequently amended in accordance with a certain Amendment of the By-laws of Olde Mill Condominium III recorded on or about July 8, 1981, among said Land Records at Liber 3422, folio 306, and by certain second and third Amendments of the By-laws of Olde Mill Condominium III recorded on or about October 18, 1982, among said Land Records in Liber 3525, folios 813 through 816 inclusive, and by a certain Fourth Amendment of the By-laws of Olde Mill Condominium III recorded on or about May 4, 1990 among said Land Records in Liber 5080, folios 198 *et seq.*, and by a certain Fifth Amendment of the Bylaws of Olde Mill Condominium III recorded among said Land Records in Book 7660, pages 634 *et seq.* The Council of Unit Owners of Olde Mill Condominium III, by the affirmative vote of unit owners having at least sixty-six and two-thirds percent (66 2/3%) or more of the votes of said Council of Unit Owners and by the affirmative vote of unit owners owning at least sixty-six and two-thirds percent (66 2/3%) (as currently specified in Section 11-104 of the Maryland Real Property Code Annotated) of the percentage interests of the common element ownership of said condominium, now hereby further amends its said By-laws as hereinafter provided.

NOW THEREFORE as of the 27<sup>th</sup> day of Marche, 1997, the said By-laws of Olde Mill Condominium III are further amended as follows:

1. Article IX (Condominium Fees\Assessments) of the above-described Bylaws of Olde Mill Condominium is hereby amended by adding a new Section 12, which reads as follows:

**Section 12. Suspension of Utility Services.** In addition to the other remedies set forth in this Article which are available to the Council of Unit Owners when a unit owner fails to pay assessments, the Council of Unit Owners, through the Board of Directors, may suspend the metered water/sewer ("utility") services provided to a unit owner's unit for failure of the unit owner to provide reasonable access to the unit owner's unit for purposes of an annual audit of the utility meter, and/or until such time as the unit owner pays in full all past due assessments, accelerated assessments, interest, late fees and the costs of collection (including any and all costs associated with suspending and reinstating the utility service to the unit owner's unit) and attorney's fees associated with collecting the assessments or instituting or maintaining the suspension of utility services. Utility services shall be suspended only under the following conditions:

(a) The Board of Directors shall not suspend any metered utility services to a unit owner's unit until the following procedure is followed:

(1) Written demand to pay all past due assessments, accelerated assessments (if any), interest, late fees, collection costs and attorney's fees (if any) is mailed to the unit owner at the unit owner's last known address by first class, postage prepaid and certified mail, return receipt requested notifying the unit owner

(i) of the time and place for a hearing, which time shall not be less than ten (10) days from the giving of the notice; and providing

(ii) an invitation to attend the hearing and produce any statement, evidence, and witnesses on his or her behalf; and providing

(iii) the proposed suspension of the utility service which suspension may not occur less than seventy-two (72) hours from the time the decision is made and conveyed to the unit owner at or immediately after the aforesaid hearing.

(2) The hearing shall be held in executive session at which a quorum of the board of directors is present and the unit owner shall be afforded an opportunity to be heard.

(b) The Board of Directors shall not commence the dispute settlement procedures for the purpose of suspending a unit owner's metered utility services unless and until the unit owner is at least thirty (30) days past due in the payment of his or her assessments.

(c) The Board of Directors may suspend utility service to a unit if the unit owner has failed provide reasonable access to the

unit for purposes of obtaining an audit of the utility meter and/or the unit owner has failed to pay in full all, or any portion of, the past due assessments, accelerated assessments, interest, late fees and the costs of collection and attorney's fees associated with collecting the assessment, and/or the costs of suspending the service.

2. EXCEPT AS AMENDED HEREIN, all other terms, covenants and conditions of the Condominium's By-Laws shall remain in full force and effect.

The foregoing amendment shall take effect immediately.

ATTEST:

COUNCIL OF UNIT OWNERS OF  
OLDE MILL CONDOMINIUM III

By: Ronald Riegger  
Ronald Riegger, President

Carol L. Duffy  
Vice President, Carol Duffy

CERTIFICATE OF APPROVAL

I HEREBY CERTIFY that on the 27<sup>th</sup> day of March, 1997, I was the Secretary of Olde Mill Condominium III and that, by virtue of said office, I was then the person specified by the By-laws and the Board of Directors of said condominium to count votes at all meetings of the Council of Unit Owners of Olde Mill Condominium III. I further certify that the foregoing Sixth Amendment of the By-laws of Olde Mill Condominium III was on that date approved by the affirmative vote of unit owners of said condominium having at least sixty-six and two-thirds percent (66 2/3%) or more of the votes of said Council of Unit Owners (and at least sixty-six and two-thirds percent (66 2/3%) of the percentage interests of the common elements of said condominium) at a meeting of said Council of Unit Owners for which due written notice was provided to each unit owner in said condominium.

AS WITNESS my hand and seal.

ATTEST:

Ronald Riegger  
Ronald Riegger, President

Carol L. Duffy (SEAL)  
Carol Duffy, Vice President

STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

I HEREBY CERTIFY that on this 8<sup>th</sup> day of April, 1997, before me, the subscriber, a Notary Public in and for the aforesaid jurisdiction, personally appeared CAROL DUFFY, who is known to me to be the person whose name is subscribed to the foregoing Certificate of Approval and said person made oath in due form of law that the matters and facts

stated in said Certificate of Approval are true and said person acknowledged the execution of the foregoing Sixth Amendment of the By-laws of Olde Mill Condominium III as the act and deed of the Council of Unit Owners of Olde Mill Condominium III.

AS WITNESSES my signature and notarial seal.



*[Handwritten Signature]*  
Notary Public

My Commission Expires: August 1, 2000

**CERTIFICATE OF ATTORNEY**

THE UNDERSIGNED HEREBY CERTIFIES that she is an attorney admitted to practice before the Court of Appeals in Maryland and that the within instrument was prepared by an attorney admitted to practice before the Court of Appeals of Maryland, or under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland, or by one of the parties named in the instrument.

*[Handwritten Signature]* (SEAL)  
Kathleen M. Elmore, Esquire

**RETURN TO:**

Kathleen M. Elmore, Esquire  
Elmore & Associates, P.A.  
P.O. Box 6488  
Annapolis, Maryland 21401

10005.001

**Current Unaudited Financial Documents  
Olde Mill Condominium III Inc.**

Order: 014183LFTK  
Address: 2701 Glenda Ct  
Order Unit: 00-12-7022  
Document not for resale  
From: WFO/1007-





**Assets**

CASH - OPERATING

10-1010-00      Axos Bank - Operating - 9990      \$64,962.20

Total CASH - OPERATING:      \$64,962.20

CASH - RESERVES

12-1210-00      Axos Bank - Reserve - 0006      192,814.57

12-1230-00      Shore United Bank - MM - 2897      100,045.99

12-1250-00      Shore United Bank - CD 10/21/22      100,084.66

Total CASH - RESERVES:      \$392,945.22

**Total Assets:**      \$457,907.42

**Liabilities & Equity**

CURRENT LIABILITIES

20-2500-00      Management Reimbursement      96.00

20-2800-00      Insurance Claim - 266 CCW Ice Maker      (3,068.23)

Total CURRENT LIABILITIES:      (\$2,972.23)

RESERVE FUNDS

30-3010-00      Reserves - Operating      2,449.82

30-3020-00      Reserves - Capital Elements      390,495.40

Total RESERVE FUNDS:      \$392,945.22

OWNER EQUITY

35-3510-00      Undesignated Equity      43,326.43

Total OWNER EQUITY:      \$43,326.43

Net Income Gain / Loss      24,608.00      \$24,608.00

**Total Liabilities & Equity:**      \$457,907.42

Order: Q14NBLFTK  
 Address: 270 Glenda Ct  
 Order Date: 06-12-2022



**Income Statement - Operating**  
 Olde Mill Condominium III Association, Inc.,  
 From 07/01/2022 to 07/31/2022

Description	Current Period			Year-to-date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
<b>OPERATING INCOME</b>							
<b>OPERATING INCOME</b>							
4010-00 Assessment Income	\$20,714.00	\$25,542.00	(\$4,828.00)	\$175,773.88	\$178,794.00	(\$3,020.12)	\$306,504.00
4230-00 Miscellaneous Owner Income	-	-	-	869.62	-	869.62	-
4240-00 Owner Interest Income	-	-	-	2,094.48	-	2,094.48	-
4250-00 Owner Fine Income	-	-	-	2,802.00	-	2,802.00	-
<b>Total OPERATING INCOME</b>	<b>\$20,714.00</b>	<b>\$25,542.00</b>	<b>(\$4,828.00)</b>	<b>\$181,539.98</b>	<b>\$178,794.00</b>	<b>\$2,745.98</b>	<b>\$306,504.00</b>
<b>Total OPERATING INCOME</b>	<b>\$20,714.00</b>	<b>\$25,542.00</b>	<b>(\$4,828.00)</b>	<b>\$181,539.98</b>	<b>\$178,794.00</b>	<b>\$2,745.98</b>	<b>\$306,504.00</b>
<b>OPERATING EXPENSE</b>							
<b>OPERATING INCOME</b>							
4015-00 Income Paid in Advance	927.00	-	(927.00)	(9,558.84)	-	9,558.84	-
<b>Total OPERATING INCOME</b>	<b>\$927.00</b>	<b>\$-</b>	<b>(\$927.00)</b>	<b>(\$9,558.84)</b>	<b>\$-</b>	<b>\$9,558.84</b>	<b>\$-</b>
<b>GENERAL &amp; ADMINISTRATIVE</b>							
5010-00 Management Fees	2,075.00	2,075.00	-	14,525.00	14,525.00	-	24,900.00
5020-00 Annual Maintenance Inspection	669.00	167.25	(501.75)	1,338.00	1,170.75	(167.25)	2,007.00
5030-00 Tax Prep & Audit Fees	-	120.83	120.83	-	845.81	845.81	1,450.00
5040-00 Legal Fees	-	83.33	83.33	-	583.31	583.31	1,000.00
5050-00 Administrative Expenses	-	375.00	375.00	2,160.57	2,625.00	464.43	4,500.00
5210-00 Federal & State Taxes	-	2.08	2.08	1,450.00	14.56	(1,435.44)	25.00
5310-00 Insurance Premium	-	4,000.00	4,000.00	27,669.00	28,000.00	331.00	48,000.00
5820-00 Reserve Contribution - Capital Elements	6,250.00	6,250.00	-	43,750.00	43,750.00	-	75,000.00
<b>Total GENERAL &amp; ADMINISTRATIVE</b>	<b>\$8,994.00</b>	<b>\$13,073.49</b>	<b>\$4,079.49</b>	<b>\$90,892.57</b>	<b>\$91,514.43</b>	<b>\$621.86</b>	<b>\$156,882.00</b>
<b>UTILITIES</b>							
6030-00 Water & Sewer	-	6,416.67	6,416.67	42,383.10	44,916.69	2,533.59	77,000.00
<b>Total UTILITIES</b>	<b>\$-</b>	<b>\$6,416.67</b>	<b>\$6,416.67</b>	<b>\$42,383.10</b>	<b>\$44,916.69</b>	<b>\$2,533.59</b>	<b>\$77,000.00</b>
<b>SITE MAINTENANCE</b>							
7010-00 Landscape Maintenance Contract	-	1,889.50	1,889.50	7,278.20	13,226.50	5,948.30	22,674.00
7020-00 Landscape Improvements & Repairs	-	41.67	41.67	1,800.00	291.69	(1,508.31)	500.00
7030-00 Tree Maintenance	-	813.33	813.33	150.45	5,693.31	5,542.86	9,760.00
7210-00 General Maintenance & Repairs	-	750.00	750.00	480.00	5,250.00	4,770.00	9,000.00
7240-00 Rodent and/or Pest Control	-	175.00	175.00	1,137.50	1,225.00	87.50	2,100.00
7320-00 Water & Sewer Maintenance	-	833.33	833.33	7,325.00	5,833.31	(1,491.69)	10,000.00
7810-00 Snow & Ice Removal	-	629.50	629.50	4,251.00	4,406.50	155.50	7,554.00
<b>Total SITE MAINTENANCE</b>	<b>\$-</b>	<b>\$5,132.33</b>	<b>\$5,132.33</b>	<b>\$22,422.15</b>	<b>\$35,926.31</b>	<b>\$13,504.16</b>	<b>\$61,588.00</b>
<b>Total OPERATING EXPENSE</b>	<b>\$9,921.00</b>	<b>\$24,622.49</b>	<b>\$14,701.49</b>	<b>\$146,138.98</b>	<b>\$172,357.43</b>	<b>\$26,218.45</b>	<b>\$295,470.00</b>
<b>Net Income:</b>	<b>\$10,793.00</b>	<b>\$919.51</b>	<b>\$9,873.49</b>	<b>\$35,401.00</b>	<b>\$6,436.57</b>	<b>\$28,964.43</b>	<b>\$11,034.00</b>

Order: QUANTUM  
 Address: 270 Glenda Ct  
 Order Date: 08-12-2022

**Insurance-Fidelity Bond**  
**Olde Mill Condominium III Inc.**

Order: OJAMBLETR  
Address: 270 Glenda Ct  
Order Date: 06-12-2022  
Document not for resale  
HomeVest Inc.



Date: November 18, 2021

**Agency Code:** 30 720525  
**Agency Information**

SCHOENFELD INSURANCE ASSOC INC  
6225 SMITH AVE SUITE B150  
BALTIMORE, MD 21209

**Obligee Information**

**Insured / Principal:** OLDE MILL CONDOMINIUM III ASSOCIATION, INC.

**Policy / Bond #:** 30BDDHO6639

**Account Name/Number:**

**Policy Term:** February 16, 2022 - February 16, 2023

**Type of Policy:** Commercial Crime

**Billing Term:** Annual

**Billing Type<sup>1</sup>:** Direct Bill

**Transaction Type:** Renewal

**Transaction Effective Date:** February 16, 2022

**Bond Limit:** \$400,000

Premium
\$ 962

State Tax / Surcharge if applicable
\$ /

This record is a billing advice only.

If you have any questions regarding this transaction, please contact your agent or The Hartford's Billing Department.

**<sup>1</sup> Billing Type:**

- Agency Bill – Premium will be billed through your Agent.
- Direct Bill – You will receive a billing statement directly from The Hartford.
  - Credit Card – Premium noted on this statement has been submitted to your Credit Card for this term only and it will be reflected in your Direct Bill notification you receive from The Hartford.

Order: 014NBLFTR  
Address: 270 Glenview Ct  
Order Date: 08-12-2022  
Document not for resale  
HartfordDoes

**Rules and Regulations**  
**Olde Mill Condominium III Inc.**

Order: QUNBLFTR  
Address: 270 Glenda Ct  
Order Date: 03-12-2022  
Document not for resale  
HomeAdvisor.com



# **RULES & REGULATIONS**

OLDE MILL CONDOMINIUM III UNIT OWNERS ASSOCIATION  
BOARD RESOLUTION  
RELATIVE TO FINING PROCEDURES

WHEREAS, Article V, Section 3.(d) of the By-laws grants to the Board of Directors the power and duty to promulgate and enforce rules and regulations; and

WHEREAS, Section 11-109 of the Maryland Real Property Act grant to the Board of Directors the power to "...levy reasonable fines for violations of the Declaration, By-laws and Rules and Regulations of the Council of Unit Owners, pursuant to Section 11-113";

NOW THEREFORE, BE IT RESOLVED THAT the Board of Directors duly adopt the following schedule of fines and application procedures:

SCHEDULE OF FINES

1. A fine of \$5.00 will be assessed for each violation.
2. For each day that a violation continues, after notice, it shall be considered a separate offense which may be the occasion for a separate fine levied as provided above.

APPLICATION PROCEDURES

1. Written demand to cease and desist from an alleged violation will be served upon the alleged violator\*specifying:
  - a. The alleged violation;
  - b. The action required to abate the violation; and
  - c. A time period, not less than 10 days, during which the violation may be abated without further sanction, if the violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of fine after notice and hearing if the violation is not continuing.
2. Within 12 months of the demand, if the violation continues past the period allowed in the demand for abatement without penalty or if the same rule is violated subsequently, the Board will serve the violator\*with written notice of a hearing to be held by the Board in session. The notice shall contain:
  - a. The nature of the alleged violation.
  - b. The time and place of the hearing, which time may be not less than 10 days from the giving of the notice;

- c. An invitation to attend the hearing and produce any statement, evidence, and witnesses on his or her behalf; and
  - d. The proposed sanction to be imposed.
3. A hearing will occur at which the alleged violator\* has the right to present evidence and present and cross-examine witnesses. The hearing shall be held in executive session pursuant to this notice and shall afford the member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction, hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

COLLECTION

- 1. Collection of fines will be enforced against the Unit Owner or Unit Owners involved as if the fines are a common charge owed by the Unit Owner or Unit Owners.
- 2. Fines will be included on the regular monthly statement of account sent to the Unit Owners.

APPROVED

3/30/82

(Date)

AMENDED (\* and unit owner) 8/17/82  
 The Board of Directors of Olde Mill Condominium III duly voted to insert the words "and unit owner" after the word violator, as indicated herein by \*.

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>Kevin D Palmer</u>
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>[Signature]</u>
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>[Signature]</u>
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>[Signature]</u>
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>[Signature]</u>
<u>Yes</u>	-	<u>Robert A. Ladd</u>
<u>Yes</u>	-	<u>Ronald Edward Russell</u>

The passage of this Fining System of March 30, 1982, takes precedence over any previous actions taken by the Board of Directors establishing a Fining System.



Olde Mill Condominium III  
Special Board Resolution  
Relative to Pet Control

WHEREAS, Section II of the Declaration of Olde Mill Condominium III does; subject to the Declaration, By-Laws, and Rules and Regulations all present and future owners, tenants, and occupants; and

WHEREAS, Article X, Section 3(e) of our By-Laws requires that all dogs be kept inside their respective unit owner's unit and may be walked on common elements only on a leash; and

WHEREAS, Article X, Section 3(c) of the By-Laws states that nothing shall be done or maintained in any unit or upon general or limited common elements which would be in violation of any law. No waste shall be committed upon any general or limited common elements; and

WHEREAS, The Anne Arundel County Leash Law, Bill #106-80, Section 6, requires pets to be walked on a leash, and that pet feces not be left on the ground; and

WHEREAS, The Board of Directors has received numerous complaints from unit owners that this law is not being enforced ;

NOW THEREFORE BE IT RESOLVED THAT the Board of Directors does encourage all pet owners to comply with these regulations, and

BE IT FURTHER RESOLVED THAT this Board is dedicated to the enforcement of our By-Laws and that each individual board member will initiate actions necessary to stop these violations; and

BE IT FURTHER RESOLVED THAT the Board of Directors does encourage all residents of Olde Mill Condominium III to unite with them to solve this problem by reporting violators to our management agent in writing, stating all information necessary for enforcement and sanction action.

THE BOARD OF DIRECTORS OF OLDE MILL CONDOMINIUM III PASSED THIS RESOLUTION ON THE 18th OF MAY, 1982.

**OLDE MILL CONDOMINIUM III  
RULES & REGULATIONS**

I. Any Unit Owner that does not want their area cut by the lawn service must notify Hyatt in writing.

II. Firewood Storage

1. Firewood may be stacked only on one side of the sheds facing the house - not under decks or facing common areas.
2. Firewood may be stored on the deck or patio inside a box stained the same color as the deck.
3. The size of the box is to be no larger than 5' long, 2' wide and 2' deep.
4. Firewood may not be stored directly on the ground (for prevention of termites).

III. Baseball and other activities that are capable of causing damage to personal or condominium property are prohibited. Sport/game activities are restricted to the open area bounded by Michele Court, Glenda Court and Chalet Circle West.

IV. Vehicles

1. Junk vehicles or other vehicles on which current registration plates are not displayed are not allowed.
2. Trailers, trucks, campers, camptrucks, house trailers, boats or other similar vehicles shall not be kept upon any general or limited common elements except by permission of the Board of Directors.
3. The repair or extraordinary maintenance of automobiles or other vehicles shall be prohibited.
4. No motor vehicles of any type are allowed to drive, park or stand on the sidewalk or common ground areas.
5. The Board of Directors shall use the following guidelines in controlling parking:  
In keeping with Article X, Section 3 paragraphs g & h controlling parking and commercial activities within the community, parking for trucks shall be permitted as only follows:
  - a. Any 1/2 ton or smaller pickup truck without a camper.
  - b. Pick-up trucks with a cap are permitted.
  - c. Vans may be parked if for private use only.

- d. All trucks and vans that are of a larger size shall not be parked on Condominium property.
  - e. Trucks with commercial work racks, visible tools of trade or visible construction materials may not be parked on condominium property.
6. Only two (2) vehicles per unit may be parked at the curb in front of the units. All additional vehicles must be parked in the center of the courts or in the areas away from the front of the units.
7. All vehicles must be parked in a single space and not to extend over curbs or sidewalks.

Motorcycles may not be stored in the rear exclusive use easement of the unit unless approved by the Board of Directors. At no time shall they be allowed to be parked on the front or side yards of any unit nor be allowed to be driven on any of the common grounds.

OLDE MILL III CONDOMINIUM  
ARCHITECTURAL GUIDELINES

The material contained herein is the complete set of architectural and landscaping guidelines to date. It is the hope of these committees that the following information will aid Unit Owners. If there are any questions pertaining to the guidelines, please feel free to contact a representative of the committee that is responsible for the guidelines in question. All home improvements should meet State and Local building codes, and unit owners should obtain permits when necessary.

Window replacement, siding replacement, soffit and any other exterior modification not covered in this guideline must be submitted to the Architectural Committee for approval.

Architectural Improvement Requests

Architectural improvements or modifications will be considered by the Architectural Control Committee upon receipt of a completed Architectural Improvement Request Form. These forms may be obtained from any Architectural Control Committee member or Board Member.

The committee shall answer each request in writing within sixty (60) days of receipt. Failure to respond within the period will mean there is no objection to the proposed change. If the committee denies a request, the unit owner has the right to appeal the ruling in writing within the next fifteen (15) days to the Board of Directors.

Fences            General Construction Specifications

1. Height shall be six (6) feet.
2. Building materials shall consist of cedar or redwood pressure treated lumber. No chain link or metal fences will be permitted.
3. Finishes shall be either redwood stain or natural preservation.
4. Dimensions shall be within the exclusive use easement area as shown on the official building plat.
5. Fence shall be installed using commonly accepted construction techniques and shall meet minimum standards for structural integrity.

The Architectural Committee shall be responsible to verify requested fence installations measurements for compliance with the official plats exclusive use easement prior to approval of said request.

Storm Sash Storm door shall be of the type that conforms to the colonial style of the community. Jalousie doors are not permitted. All storm doors and storm windows shall be white or color coordinated with the aluminum siding of the unit and shall be approved by the Architectural Control Committee. Mill finish storm doors and windows will not be permitted.

Awnings All awnings must meet the following specification:

1. Must be aluminum or wood; canvas is not permitted.
2. Must be color coordinated with the unit's aluminum siding.
3. Can only be installed over the rear deck.
4. Cannot be corrugated metal or fiberglass.
5. Awning supports must be made of rustproof metal.
6. Awnings shall be installed using commonly accepted construction techniques and shall meet minimum standards for structural integrity.

Decks

1. Maximum deck size shall be 12' X 12'.
2. New or replacement decks shall be similar in style, material and construction constraints as those existing in the community and shall meet minimum standards for structural integrity.
3. Finishes shall be redwood stain or natural preservation.

Deck Barriers Barriers shall be horizontal or vertical wooden slats placed on existing railing and shall be stained to match the color of the deck. No chicken wire or welded mesh will be allowed.

Over Deck Enclosures Deck enclosures, if desired, shall be submitted to the Architectural Control Committee for approval.

Under Deck Enclosures

1. Types:
  - a. Vertical windgate - four (4) or six (6) inch wide boards.
  - b. Lattice - one-half (1/2) inch wide boards.
  - c. Horizontal - six (6) inch wide boards; spaces between horizontal boards to be two (2) inches.
2. All under deck enclosures must be stained to match deck color.
3. Galvanized nails must be used.
4. It is recommended that all wood put into the ground be pressure treated or creosoted.
5. There shall be no solid enclosures.

6. Under deck enclosures shall consist of the following:
- a. Two (2) sides that are perpendicular to the rear of the unit.
  - b. One (1) side that runs parallel to the rear of the unit.
  - c. Enclosure on all three (3) sides.

Surfacing of Exclusive Use Easements

- 1. Exclusive use easement may be covered with brick, patio block or other approved materials provided easement is enclosed by a fence.
- 2. Covering cannot be installed so as to cause water run-off problems to adjacent units.

Air Conditioners No window air conditioners are allowed in any unit at any time. Window fans are allowed.

Pools No inground pools are allowed. Above ground pools are permitted subject to the approval of the Architectural Control Committee in fenced rear exclusive use easements.

Exhaust Fans

1. Exhaust fans which require a wall opening through the side, front and rear siding of the unit must be approved by the Architectural Control Committee.

2. No air conditioner shall be converted to be an exhaust fan.

Flag Poles

1. Free standing flag poles are not permitted.

2. Flag pole brackets and staffs which meet all of the following criteria are pre-approved (no written Architectural Control Committee approval required).

- a. Bracket must be attached to house, deck railing or fence post within exclusive use easement.
- b. Flagstaff must not exceed 6' in length.
- c. Limit of one bracket/flagpole staff per unit.
- d. Flag must be in good repair.

Sports Equipment No sports equipment shall be built or maintained on any elements of the common ground, walkways, roads, etc. Examples of this type of equipment: skateboard ramp, bicycle ramp, etc.

Yard Ornaments

1. Yard ornaments such as birdbaths, figurines, statues, animals, etc. are not allowed in front yards.

2. Chairs, benches, tables, etc. are not to be kept on the front yard.

3. Baby carriages, bicycles, toys, etc. are not to be kept overnight on the front yard or the sidewalks or common ground.

4. Yard ornaments are allowed in the rear fenced yard of the unit.

Playground Equipment Swingsets, slides, etc. are allowed in the fenced rear yard and are not allowed to exceed the height of the fence.

Trash

1. Trash may not be burned.

2. Trash receptacle and recycling bins stored outside must be in the rear of the unit.

3. Trash may be put on the pick up date no earlier than 6:00 pm on the evening prior to the pick up day, and all containers, including recycling bins, must be removed by the evening of the pick up day.

Rear Yards

1. No unreasonable accumulation or storage of litter, building material, trash, etc. is permitted within the yard or fences or enclosures. When a building project is complete, all leftover materials are to be removed within thirty (30) days.

2. The owner of each fence is responsible for the integrity and durability of the rear yard to a standard consistent with the surrounding grounds.

3. Dog houses are not permitted.

Flower Boxes Plans for permanent type flower boxes must be submitted to the Architectural Control Committee for approval. This includes any permanent box whether it be attached to the house as a window box or set in the ground as a masonry type.

Hand Railings Railings shall be black wrought iron erected in such a manner so as not to increase the original dimensions of the front landing to extend a distance not to exceed the horizontal dimension measured from the vertical plane of the outside front face of the unit to the bottom step of the first landing. (Amended → white railings are allowed)

Paint Changes All external painting shall be submitted to the Architectural Control Committee.

Storage Sheds

1. Sheds shall not be permitted except for those already installed or as approved by the Architectural Control Committee.
2. Sheds shall be maintained to the highest standards.

3. New or replacement sheds shall meet similar style, material and construction constraints as existing sheds.
4. Sheds must be constructed on concrete pad.

#### Gas Grills and Barbecue Pits

1. Portable propane grills and charcoal burners will be allowed.
2. Permanent type shall be approved by the Architectural Control Committee and must be within a privacy fenced yard.

#### Roof Ventilators

1. Ventilators must be flat rectangular (or circular) and installed on the back of the roof so as not to be visible from the front of the unit. They should not protrude from the surface of roof more than six (6) to eight (8) inches. Electrical installation must meet Anne Arundel County fire codes.
2. Unit owner must sign a Letter of Liability before installation .
3. The following types of roof ventilators are not allowed:
  - a. Turbine ventilator.
  - b. Gable ventilator.

Antennas Antennas are not permitted on the exterior of the condominium unit. The exterior is defined as being the roof, deck, outside walls, exclusive use ground easement ~~or common ground~~.

Clothes Lines Outdoor clothes dryers or clothes lines shall not be maintained upon any of the general or limited common elements at any time; ~~nor shall the deck railings be used as a form of clothes line.~~

#### Planting

1. Unit owners are permitted to plant a reasonable distance from the front wall (or end wall for end unit owners) of their units so as not to hinder lawn maintenance.
2. Unit owners are permitted to plant within their exclusive use easement; however, in unfenced easements gardens may not exceed 25% of the exclusive use area.
3. Any planting that requires a planting depth of eighteen (18) inches or more or will exceed a height of six (6) feet must be submitted to the Landscape Committee. Submittal must contain information concerning type of planting, location of planting and potential growth above and below grounds.
4. Pyracantha type plants will not be permitted.

~~Trees may not be planted on common ground without prior approval of the Board of Directors.~~



Stake and String Fences Should be temporary, should be flexible in construction for safety and must be approved by the Landscape Committee.

Living Fences

1. Living fences will be subject to the same guidelines as for wooden fences - grass maintenance becomes the responsibility of the unit owner.
2. Living fences shall be planted 18-24 inches within the property line and in line with the buildings back line exclusive use easement (refer to individual plat).
3. Living fences shall be planted to the rear and/or side of the building if the unit is an end unit.
4. The Architectural Control Committee and Landscaping Committee are responsible for measuring and determining placement of Living Fences together with the homeowner prior to planting.
5. All requests are to be submitted to the Architectural Control Committee who will in turn meet with the Landscaping Committee for final approval. Requests must have written consent of all adjoining property owners.
6. Living fences will not contain any plants with thorns on them. Suggested plants:
  - a. Wax leaf privet (ligustrum)
  - b. Boxwood
  - c. Capital Silver King or Capital Gold Spot euonymus (upright)
  - d. Upright Yews.
7. Living Fence will not exceed four (4) feet in height and must be kept neatly trimmed.
8. Any unit owner planting and maintaining a living fence must present the buyer of his unit with a release statement at settlement. This statement will commit the buyer to maintain any improvements or attachments that are included in the sale of the unit. If maintenance is neglected the item in question will be removed at the expense of the unit owner.

Living Fence Guideline Approved 17 Sept. 1980

Time Frame for Approvals

1. Architectural improvement approvals are valid for a six (6) month period. After this period, request forms must be re-submitted.
2. Improvements must be completed within sixty (60) days from date started.

Revised at a regular meeting of the Board. April 27, 1992.

**ELMORE &  
ASSOCIATES**  
ATTORNEYS AT LAW

Kathleen M. Elmore  
Coryn M. Martin  
John Zuhowski  
(410) 544-6644  
(800) 717-0642  
Fax (410) 544-7294  
\*Admitted MD and D.C.

2 Evergreen Road  
Post Office Box 1473  
Severna Park, Maryland 21146

91 Cathedral Street  
Post Office Box 6488  
Annapolis, Maryland 21401

June 12, 1997

Olde Mill Condominium III  
Board of Directors  
Mr. Ron Riegger, President  
502 Kent Avenue  
Pasadena, Maryland 21122

Re: Adoption of Rule Concerning Yard Sales

Dear Mr. Riegger and Directors:

Pursuant to Mr. Peyton Herbert's request, please find enclosed the proposed Board Policy Resolution concerning yard sales and the like (as well as the adoption process checklist).

Mr. Herbert indicated that the Board desired to be able to regulate these types of activities taking place on the common elements. He suggested that perhaps a Bylaw amendment was in order. Upon review of the documents we advise that such amendment is not necessary. The Bylaws already prohibit commercial activities and storage upon the common elements (among other pertinent provisions relative to the issue). These provisions are set forth in the preamble to the resolution. All that is necessary is for the Board to adopt rules pursuant to Section 11-111 of the Maryland Condominium Act governing the use of the common elements for such purposes and to publish these rules to the owners and residents. Those violating the rules (and covenants) may be fined in accordance with the documents and may be banned from the community-wide yard sales and the like.

The rule must be adopted pursuant to Section 11-111 of the Maryland Condominium Act. We have enclosed our Checklist for Adoption of Maryland Condominium Rules for your convenient use in adopting the enclosed Board Resolution.

Please review the enclosed materials, notify us of any changes, additions or corrections and we will promptly make any changes and return the document for adoption. Once again we are pleased to have been of service to you. Should you have any questions or if you desire to discuss any provision of the enclosed documents, please do not hesitate to contact us.

Yours truly,

  
Kathleen M. Elmore

KME:mm

enclosure: Proposed Board Resolution (Yard Sales)  
Checklist for Adoption of Maryland Condominium Rules

cc: ProCom

10005.001

166

## **OLDE MILL CONDOMINIUM III**

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### **POLICY RESOLUTION**

\*\*\*\*\*

#### **RULES AND REGULATIONS - "YARD SALES AND THE LIKE"**

**WHEREAS**, Paragraph 10 of the Declaration of Olde Mill Condominium III - ("the Declaration") recorded among the Land Records of Anne Arundel County in Book 2891, page 1 *et seq.* as from time to time thereafter amended provides that all Owners, tenants and occupants of units within Olde Mill Condominium III ("the Condominium") shall comply with the provisions of the Maryland Condominium Act ("the Act"), the Declaration, the Condominium's By-Laws, and its rules and regulations; and

**WHEREAS**, Article V, Section 3, of the Condominium's By-Laws ("the By-Laws") recorded among the Land Records of Anne Arundel County in Book 2891, pages 21 *et seq.* and from time to time thereafter amended, provides that the Condominium's Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Condominium; and

**WHEREAS**, Article V, Section 3(d) of the By-Laws expressly provides that the Board of Directors has the power to promulgate and enforce such rules, regulations, restrictions and requirements respecting the use, occupancy, and maintenance of the Condominium and the use of the general and limited Common Elements as it deems reasonable and appropriate; and

**WHEREAS**, Article X, Section 3(s) of the By-Laws provides that there shall be no violation of any rules for the use of the general or limited Common Elements that may from time to time be adopted by the Board of Directors; and

**WHEREAS**, Article X, Section 3(a) of the By-Laws provides that nothing shall be done that shall become an annoyance to the neighborhood or other unit owners; and

**WHEREAS**, Article X, Section 3(b) of the By-Laws provides that there shall be no obstruction of nor shall anything be stored upon the general or limited Common Elements without the prior approval of the Board of Directors; and

**WHEREAS**, Article X, Section 3(f) of the By-Laws provides in pertinent part that no signs shall be placed upon the units or general or limited Common Elements of the Condominium

with the limited exception of a 1 by 1 foot professional sign of a doctor, dentist, lawyer or certified public accountant; and

WHEREAS, Article X, Section 3(h) of the By-Laws provides that no part of the general or limited Common Elements shall be used for commercial activities of any character; and

WHEREAS, the policies and procedures as herein set forth are intended to be in furtherance of, and not in derogation of the provisions of the Declaration and Bylaws; and

WHEREAS, the Board of Directors recognizes that it is appropriate and desirable to establish an orderly set of rules and enforcement procedures to administer yard sales and the like within the community;

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors after following the procedures provided in Section 11-111 of the Maryland Condominium Act ("the Act") if appropriate, adopts the following Board Policy Resolution entitled Rules and Regulations - "Yard Sales and the Like":

#### **I. GENERAL**

A. These Rules and Regulations have been established in the best interest of the Condominium as a whole and shall be applied and enforced by the Board of Directors in a manner not intended or implied to be arbitrary or capricious.

B. The provisions of the Declaration and By-Laws of Olde Mill Condominium III and this Resolution shall be applicable to every Owner, and the Owner's family, tenants, occupants, servants, employees, agents, visitors, guests, invitees, and licensees.

C. An Owner may be held jointly and severally responsible for the actions of the Owner's family, tenants, occupants, servants, employees, agents, visitors, guests, invitees, and licensees, and may be held jointly or severally liable in any violation enforcement proceedings.

#### **II. USE OF COMMON ELEMENTS FOR YARD SALES AND THE LIKE**

A. The Common Elements of the Condominium shall not be used for yard sales and the like, except that a community-wide yard sale (or the like) authorized by the Board of Directors may be held biannually at a time and place provided by the Board.

B. Such community-wide yard sale (or the like) may or may not be permitted in the sole discretion of the Board of Directors.

C. All guidelines and restrictions promulgated upon the participants by the Board of Directors herein and at the time of the community-wide yard sale (or the like) shall be strictly followed.

D. Persons who are not owners or residents of the community shall not be permitted to participate in a community-wide yard sale (or the like).

E. No unlawful use shall be made of any portion of the Common Elements and all laws, zoning, and other ordinances, or regulations of governmental and other municipal bodies and the like shall be observed at all times.

F. No structure of a temporary character, trailer, tent, shack, barn, or other outbuilding shall be maintained upon any Common Element at the time of the community-wide yard sale or at any other time.

G. All items must be promptly and completely removed from the Common Elements at the termination of the community-wide yard sale (or the like) as directed by the Board of Directors.

H. No noxious or offensive activity shall be carried on upon any part of the Condominium Property nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood during any such community-wide yard sale (or the like), or at any time.

I. The Board of Directors, its agents and assigns assume no liability or responsibility for any item sold or transferred at such community-wide yard sale (or the like) and expressly advise that such event is strictly for the benefit of the owners and residents of the community and not the Council of Unit Owners or its Board of Directors as such.

### **III. ENFORCEMENT**

A. This resolution (rule) of the Board of Directors may be enforced in the same manner as the provisions of the Declaration and Bylaws of the Condominium and in accordance with the Maryland Condominium Act (title 11 Maryland Real Property Code Annotated); and/or

B. Any person or persons violating any rule or regulation promulgated by the Board of Directors with regard to such community-wide yard sale, or found to be in violation of any Federal, State or County law relative to the event may in the sole discretion of the Board of Directors be banned from participation in that community-wide yard sale (or the like) and in future such events.

**IV. STATEMENT OF COMPLIANCE AND ADOPTION**

The foregoing Olde Mill Condominium III, Board Policy Resolution - Rules and Regulations - "Yard Sales and the Like", was duly adopted in accordance with Section 11-111 of the Maryland Condominium Act and any and all other applicable federal, state, and local laws and ordinances and in accordance with any and all requirements of the Condominium recorded covenants, and is further **APPROVED BY A MAJORITY OF THE BOARD OF DIRECTORS**

**THIS** \_\_\_ **DAY OF** \_\_\_\_\_, **19** \_\_\_:

**ATTEST:**

\_\_\_\_\_  
Ronald Riegger, President

\_\_\_\_\_  
Denise Moreth, Secretary  
10005.001

**Olde Mill Condominium III**  
**ADMINISTRATIVE RESOLUTION**  
**PROCEDURES RELATIVE TO PAYMENT OF ASSESSMENTS AND**  
**COLLECTION OF DELINQUENT ASSESSMENTS**

WHEREAS, Article V, Section 1. Powers and Duties: The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by the By-Laws directed to be exercised and done by the owners. The powers and duties of the Board of Directors shall include, but not be limited to, the following: To provide for the...(b) to establish and provide for the collection of assessments for the unit owners and for the assessment and/or enforcement of liens therefore in a manner consistent with laws and the provisions of these By-Laws and the Declaration.

WHEREAS, the Board of Directors recognized the need to establish orderly policies and procedures for the billing and collection of said assessments;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Olde Mill Condominium III hereby adopts the following policy and procedures for the collection of assessments:

**I. ROUTINE COLLECTIONS**

- A. The annual assessment shall be payable in twelve equal, monthly installments.
- B. All monthly installments of the annual assessments shall be due and payable in advance on the first day of the applicable month ("Due Date").
- C. All documents, correspondence, and notices relating to the charges shall be mailed to the address which appears on the books of the Association or as modified in writing by a member.
- D. Non-receipt of an invoice shall in no way relieve a member of the obligation to pay the amount due by the Due Date.

**II. REMEDIES FOR NON-PAYMENT OF ASSESSMENT**

- A. The managing agent will prepare a collection letter to be sent to all unit owners who are at least ten (10) days delinquent within fifteen (15) days of the unit owners failure to pay. A \$10.00 administrative collection fee and shall be charged against the homeowner's account each time that a payment is not received by the fifteenth day (or the next business day if it is a Saturday, Sunday or legal holiday). A \$15.00 late fee will also be charged against the homeowner's account each time that a payment is not received by the fifteenth of each month.
- B. Any check received by the association that is returned by the bank for insufficient funds by the unit owner, will have a \$25.00 return check fee attached their account. The unit owner will be notified by mail of the returned check and the charges that have been attached to their account. They will also be notified that the

remainder of assessment payments for the current year must be made by certified funds. Personal checks will not be accepted as payment.

- C. Upon approval by the Board of Directors, any account which is delinquent one assessment or more will be sent to the attorney's office for collection. Any attorney's costs and fees associated with a collection effort will be the unit owners responsibility.
- D. Promptly upon receipt of the list of delinquencies from the managing agent, the attorney will cause a title search to be conducted involving each delinquent unit owner, will prepare a Notice of Intent to Create a Lien("Notice") for each delinquent unit owner, and will arrange service of the Notice upon each delinquent unit owner pursuant to Maryland law. The letter will comply with all State and Federal laws and will demand payment within fifteen (15) days of all assessments due, interest at 18%, any applicable late charges, surcharges, the actual cost of collection (including service costs) plus reasonable attorneys' fees of not less than twenty percent of the sum claimed, and any other properly assessed amount due from whatever source. The letter will also advise the unit owner that, in the event the amount claimed is not paid within fifteen (15) days, the unit owner will also be responsible for payment of accelerated assessments through the remainder of the fiscal year.
- E. Upon approval from the Board of Directors, if a delinquent unit owner fails to pay in full as instructed in the Notice or to make other acceptable arrangements with the Board to pay the delinquency within thirty (30) days of said Notice, the attorney will cause a Notice of Suspension of Utility Services to be sent to each delinquent unit owner warning that utility services may be suspended due to failure to pay assessments when due and notifying the unit owner of the date, time and place where a hearing before the Board is to be held where the unit owner may present testimony and evidence in his or her behalf before the Board makes its decision whether utility services to the unit will be suspended.
- F. Unrestricted partial payments tendered either to the managing agent or the attorney will be accepted as required by law, but only payment in full will stop collection proceedings, unless the Board expressly agrees in writing.
- G. Upon approval from the Board of Directors, a Statement of Condominium Lien previously prepared by the attorney and executed by the managing agent will be recorded among the Land Records of Anne Arundel County, if within thirty days from the services date of the Notice, the delinquent unit owner fails to remit the total amount due as claimed and does not exercise the rights as stated in the information mailed by the attorney. The Statement of Condominium Lien shall claim all assessments and other charges permitted by law, together with reasonable attorneys' fees.
- H. The attorney will promptly advise the managing agent if the unit owner files a



complaint in the Circuit Court of Anne Arundel County to determine whether probable cause exists for the establishment of a lien. The attorney will take any and all legal action necessary to establish the lien and will promptly advise the managing agent of hearing dates and other pertinent events. If a Court hearing is required, a representative of the managing agent shall be made available upon request by the attorney to testify on behalf of the Condominium concerning the legitimacy of all amount claimed in the Notice. The attorney shall request the Court to assess all legal expenses against the unit owner for costs incurred in establishing the lien.

- I. If the Circuit Court determines that probable cause exists for the establishment of the lien, the attorney will undertake to establish the lien in accordance with the law. If the Court determines that probable cause does not exist for the establishment of the lien, the attorney will advise the Board of the decision and recommend what further action, if any, should be taken to collect the amounts due.
- J. Upon recordation of the lien statement, the attorney shall notify the mortgagee(s) and the delinquent unit owner(s) of the establishment of the lien and allow 15 days to cure the default before additional steps are taken to collect the amounts due. If payment in full is not received from the unit owner within fifteen (15) days after the date of the notices sent, the attorney shall proceed with the collection action as directed by the Board.
- K. - The attorney will keep full accounting of all legal fees and expenses paid. The managing agent shall provide the attorney with a statement of collection costs incurred prior to referral, and all collection costs incidentally incurred by it thereafter.
- L. The least cumbersome, most effective method of collection should be used at all times. In this regard, those employing this collection procedure are authorized to deviate from it when special circumstances indicate that such deviation is in the best interests of the Condominium.
- M. In order to facilitate any collection procedure employed, the managing agent will advise the attorney of any and all information available to it that pertains to the unit owner, including place of employment, and bank account information. The managing agent shall promptly notify the attorney of any payments or other correspondence it receives on behalf of the delinquent unit owner while the attorney is actively involved in the collection.
- N. All monies received in payment of the delinquent account will be transmitted directly to the attorney or to the managing agent as directed by the Board of Directors.
- O. This procedure will be reviewed annually by the Board of the Condominium to assure that the procedure is effective.

Approved this 9<sup>th</sup> day of July, 1998.

By:

*Paul M. Perry*  
*Paul M. Perry*  
*Paul M. Perry*  
*Paul M. Perry*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## RULES FOR INSTALLATION OF ANTENNA IN CONDOMINIUM COMMUNITY

### I. PREAMBLE

These rules are adopted by the Board of Directors of Olde Mill Condominium III, on the 8 day of June, ~~1999~~, effective June 8, ~~1999~~, 2000.

WHEREAS, Olde Mill Condominium III ("the Association") is responsible for governance and maintenance of the Olde Mill III Condominium (the "Community"); and

WHEREAS, the Association exists pursuant to applicable state law and governing documents; and

WHEREAS, the Association is authorized to adopt and enforce reasonable rules and regulations in the interests of the Community, pursuant to state law and the governing documents permitting the Association to adopt and enforce rules; and

WHEREAS, the Federal Communications Commission ("the FCC") adopted a rule effective October 14, 1996 preempting certain association restrictions on the installation, maintenance, and use of direct broadcast satellite, television broadcast, and multipoint distribution service antennas ("antennas"); and

WHEREAS, the Association desires and intends to adopt reasonable restrictions governing installation, maintenance, and use of antennas in the best interests of the Community and consistent with the FCC rule

NOW, THEREFORE, the Association adopts the following restrictions and regulations for the Community, hereinafter referred to as the "Rules", which shall be binding upon all owners and their grantees, lessees, tenants, occupants, successors, heirs, and assigns who currently or in the future may possess an interest in the Community, and which shall supersede any previously adopted rules on the same subject matter.

### II. DEFINITIONS

- A. Antenna - any device used for the receipt of video programming services, including direct broadcast satellite (DBS), television broadcast, and multipoint distribution service (MDS). A reception antenna that has limited transmission capability designed for the viewer to select or use video programming is a reception antenna, provided it meets FCC standards for radio frequency emission. A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.
- B. Mast - Structure to which an antenna is attached that raises the antenna height.
- C. Transmission-only antenna - any antenna used solely to transmit radio, television, cellular, or other signals.

- D. **Owner - any association unit owner.** For the purpose of this rule only, "owner" includes a tenant who has the written permission of the unit owner to install antennas.
- E. **Telecommunications signals - signals received by DBS, television broadcast, and MDS antennas.**
- F. **Exclusive-use area - limited common area in which the owner has a direct or indirect ownership interest and that is designated for the exclusive use of the owner as defined in the Association documents that is next to the owner's unit.**

### **III. INSTALLATION RULES**

#### **A. Antenna Size and Type**

1. **Only antennas that are one meter or less in diameter may be installed.**
2. **Any antennas not covered by the FCC rule are prohibited.**
3. **No more than one antenna may be installed by an owner.**

#### **B. Location**

1. **Antennas must be installed solely in the owner's unit or on individually-owned property or exclusive-use area, as designated by the association documents.**
2. **Antennas must not encroach upon any common elements, any other owner's individual unit or limited common element, or the air space of another owner's limited common element.**
3. **Antennas shall be located in a place shielded from view from outside the community or from other units to the maximum extent possible; provided, however, that nothing in this rule would require installation in an exclusive use area where an acceptable quality signal cannot be received. This section does not permit installation on common property, even if an acceptable quality signal cannot be received from an individually owned or exclusive-use area.**

#### **C. Installation on Exclusive Use Areas**

1. **An Architectural Change Request must be submitted and approved prior to installation of any antenna.**
2. **Antennas shall be no larger nor installed higher than is absolutely necessary for reception of an acceptable quality signal.**
3. **All installations shall be completed so they do not materially damage the common elements, limited common elements, or individual units, or void any warranties of the condominium association or other owners, or in any way impair the integrity of the building.**
4. **Any installer other than the owner shall provide the association with an insurance certificate listing the association as a named insured prior to installation. Insurance shall meet the following minimum limits:**
5. **General Contractor's General Liability (including completed operations): \$1,000,000.**
  - a. **Workers' Compensation: Statutory Limits**
  - b. **The purpose of this regulation is to ensure that antennas are installed in a manner that complies with building and safety codes and manufacturer's instructions. Improper installation could cause damage to structures, posing a potential safety hazard to Association residents and personnel.**

6. Antennas must be secured so they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the antenna, including damage from wind velocity.
7. There shall be no penetrations of exterior, exclusive-use areas of the building unless it is necessary to receive an acceptable quality signal or it would unreasonably increase the cost of antenna installation. The following devices shall be used unless they would prevent an acceptable quality signal or unreasonably increase the cost of antenna installation: maintenance or use:
  - a. Devices that permit the transmission of telecommunications signals through a glass pane without cutting or drilling a hole through the glass pane;
  - b. Devices, such as ribbon cable, which permit the transmission of telecommunications signals into a residence through a window or door without penetrating the wall; or
  - c. Existing wiring for transmitting telecommunications signals and cable services signals.
8. If penetration of the exterior exclusive use areas is necessary, the penetration shall be properly waterproofed and sealed in accordance with applicable industry standards and building codes. The purpose of this rule is to prevent structural damage to the building and residences from moisture.

**D. Maintenance**

1. Owners who install or maintain antennas are responsible for all associated costs, including but not limited to costs to:
  - a. Place (or replace), repair, maintain, and move or remove antennas;
  - b. Repair damage to any property caused by antenna installation, maintenance or use;
  - c. Pay medical expenses incurred by persons injured by antenna installation, maintenance or use;
  - d. Reimburse residents or the Association for damage caused by antenna installation, maintenance or use;
  - e. Restore antenna installation sites to their original condition.
2. Owners shall not permit their antennas to fall into disrepair or to become a safety hazard. Owners shall be responsible for antenna maintenance, repair and replacement and the correction of any safety hazard.
3. If antenna becomes detached, owners shall remove or repair such detachment within 72 hours of the detachment. If the detachment threatens safety, the Association may remove antennas at the expense of the owner.
4. Owners shall be responsible for antenna repainting or replacement if the exterior surface of antennas deteriorates.

**E. Safety**

1. Antennas shall be installed and secured in a manner that complies with all applicable city and state laws and regulations, and manufacturer's instructions. Owners, prior to installation, shall provide the Association with a copy of any applicable governmental permit if required for safety reasons.
2. Unless the above-cited laws and regulations require a greater separation, antennas shall not be placed within \_\_\_\_\_ feet of power lines (above-ground or buried). The purpose of this requirement is to prevent injury or damage resulting from contact with power lines.
3. Antennas shall not obstruct access to or exit from any unit, walkway, ingress or egress from an area, electrical service equipment, or any other areas necessary for the safe operation of the condominium. The purpose of this requirement is to ensure the safety of association residents and personnel.
4. Installations must comply with all applicable codes, take aesthetic considerations into account, and minimize the impact to the exterior and structure of the owner's unit.
5. To prevent electrical and fire damage, antennas shall be permanently grounded.
6. Approved Architectural Change request must be received.

**IV. Antenna Camouflaging**

- A. Exterior antenna wiring shall be installed so as to be minimally visible.

**V. Antenna Removal**

Antenna removal requires restoration of the installation location to its original condition. Owners shall be responsible for all costs relating to restoration of this location.

**VI. Notification Process**

- A. Any owner desiring to install an antenna must complete a notification form and submit to the Architectural Change Committee c/o the Association office (ProCom) If the installation is routine, conforming to all of the above restrictions, the installation may begin immediately.
- B. If the installation is other than routine for any reason, the owner and the Association must establish a mutually convenient time to meet to discuss installation methods.

**VII. Installation by Tenants**

These rules shall apply in all respects to tenants. Tenants desiring to install antennas shall obtain prior written permission of the unit owner. A copy of this permission must be furnished with the notification statement (ACC request).

**VIII. Enforcement**

- A. If these rules are violated, the Association, after notice and opportunity to be heard may bring action for declaratory relief with the FCC or any court of competent jurisdiction. If the court or FCC determines that the Association rule is enforceable, a fine of \$50 shall be imposed by the Association for each violation. If the violation is not corrected within a reasonable length of time, additional fines of \$10 per day

will be imposed for each day that the violation continues. To the extent permitted by law the Association shall be entitled to reasonable attorney fees, costs and expenses incurred in the enforcement of this policy.

- B. If antenna installation poses a serious, immediate safety hazard, the Association may seek injunctive relief to prohibit the installation or seek removal of the installation.

**IX. Severability**

If any provision is ruled invalid, the remainder of these rules shall remain in full force and effect.

*authorized:*

*Lisa Hecker 6/8/00*

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# **Olde Mill Condominium III Inc.**

*Millersville, Maryland*

## **Proposed Rule Changes**

### **Grills**

To be consistent with Anne Arundel County Code, and at the recommendation of the Association's insurance provider, no hibachi, gas fired grill, charcoal grill or similar devices used for cooking, heating, or any other purpose, shall be used or kindled within 15 feet of any structure. All grills must be covered when not in use, and must be attended at all times when in use. No permanent grills are permitted. Propane, lighter fluid, or any other similar grill propellant is strictly prohibited from being stored inside the units.

### **Handrails**

To be consistent with Anne Arundel County Code, and at the recommendation of the Association's insurance provider, all exterior steps (including but not limited to front porch stoops and rear deck steps) must have a handrail if the top landing is greater than or equal to 36 inches from the ground.

(revised 10/12/11)

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**ProCom**

Professional Community Management, Inc.

---

1111 Benfield Blvd, Suite 110  
Millersville, MD 21108  
(301) 261-0777 (D.C. Line)  
(410) 721-0777 (Local)  
(410) 721-4854 (Fax)  
[www.procomgt.com](http://www.procomgt.com)



# **Olde Mill Condominium III Inc.**

*Millersville, Maryland*

The following rules are adopted by the Board of Directors ("*The Board*") of the Olde Mill Condominium III ("*The Association*"), on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ effective \_\_\_\_\_:

WHEREAS, the Association exists pursuant to applicable state law and governing documents; and

WHEREAS, the Board is responsible for the governance and maintenance of the Association; and

WHEREAS, the Board is authorized to adopt and enforce reasonable rules and regulations in the interests of the Community, pursuant to state law and the governing documents permitting the Association to adopt and enforce rules;

NOW, THEREFORE, LET IT BE RESOLVED THAT, pursuant to the prior approval by the Architectural Control Committee ("*ACC*"), the Board amends the existing Rules & Regulations as pertains to rear decks, front porches, and their accompanying railings (step railings included) as follows:

- A. White, vinyl PVC or similar composite material may be used for the railings on rear decks
- B. White, vinyl PVC or similar composite material may be used for the railings on rear deck stairs leading to rear limited common elements and/or common elements
- C. White, vinyl PVC or similar composite material may be used for the railings on front porches
- D. White, vinyl PVC or similar composite material may be used for the railings on front porch stairs leading from the front porch to the leadwalk, all the way to the common sidewalk
- E. Composite materials may be used for all other deck components (as opposed to pressure treated lumber); color and style subject to prior approval by the ACC

The foregoing resolution was duly adopted in accordance with Section 11-111 of the Maryland Condominium Act and any and all other applicable federal, state, and local laws and ordinances and in accordance with any and all requirements of the Association's recorded governing documents.

\_\_\_\_\_  
Name and Title:

\_\_\_\_\_  
Name and Title:

\_\_\_\_\_  
Name and Title:

\_\_\_\_\_  
Name and Title:

**ProCom**

Professional Community Management, Inc.

1111 Benfield Blvd. Suite 110  
Millersville, MD 21108  
(301) 261-0777 (D.C. Line)  
(410) 721-0777 (Local)  
(410) 721-4854 (Fax)  
www.procomgt.com

**Olde Mill Condominium III Inc.**  
*Millersville, Maryland*

Name and Title:

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**ProCom**

Professional Community Management, Inc.

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**CC&Rs- Declaration**  
**Olde Mill Condominium III Inc.**

Order: OMMBLF11C  
Address: 170 Glenlea Ct  
Order Date: 08-12-2022  
Document not for resale  
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# DECLARATION

DL:G/8/76  
CNC III

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CLERK

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DECLARATION

FOR

OLDE MILL CONDOMINIUM III

THIS DECLARATION, Made this 10<sup>th</sup> day of September, 1976, by Chesapeake Homes, Inc., a corporation organized and existing under the Laws of the State of Maryland, hereinafter referred to as "Developer".

WHEREAS, Developer holds the fee simple title to the land situate in the 3rd Election District of Anne Arundel County, Maryland hereinafter described in Exhibit "1" (hereinafter called the "Property") attached hereto and made a part hereof and desires to submit the whole of said land, together with the buildings erected thereon and all rights, alleys, ways, waters, privileges, appurtenances and advantages thereunto belonging, or in anyway appertaining, to a Condominium Regime established by the Condominium Act, Section 11-101, et seq., of the Real Property Articles of the Annotated Code of Maryland, 1976 Edition, as amended (hereinafter called the "Condominium Act") and hereby to establish for the Property a Condominium Regime (hereinafter called the "Regime").

NOW, THEREFORE, THIS DECLARATION WITNESSETH: That Chesapeake Homes, Inc., for itself, its successors and assigns, does hereby expressly establish and declare the following:

1. Creation of the Condominium Regime. (A) The Developer hereby submits the land described in Exhibit "1" and improvements constructed thereon hereinafter described and shown on the Plans, Sheets 1 through 3 inclusive recorded simultaneously herewith entitled Plat for Olde Mill Condominium III to a Condominium Regime provided for by the "Condominium Act", and establishes a Condominium Regime as therein provided containing 1 building having a total of 7 units and common elements.

(B) Said land as improved by the buildings and improvements constructed thereon is more fully described in Plans recorded among the Land Records of Anne Arundel County simultaneously herewith consisting of 3 sheets designated as:

- |           |  |
|-----------|--|
| Sheet 1 - | Condominium Plat for Olde Mill Condominium III, Phase 1.                           |
| Sheet 2 - | Plat of Exclusive Use Easements & Utilities for Olde Mill Condominium III, Phase 1 |
| Sheet 3 - | Floor & Elevation Plan for Olde Mill Condominium III, Phase 1                      |

Said Plats being considered a part hereof as it set forth herein.

2. Additional Phases. (A) The Developer intends to construct 17 additional buildings as shown on the Condominium Plat and additional areas designated thereon as Future Phases, hereinafter called the "Additional Property" or "Additional Phases", collectively, and hereby reserves the irrevocable right for a period of seven (7) years after the date hereof to add such Additional Phases to the Regime established hereunder, in accordance with the procedure provided herein, and in the Condominium Act as the same is in force from time to time, up to a maximum of 122 additional units.

(B) Each Unit Owner in the Condominium Regime established hereunder, as the same is constituted from time to time and each mortgagee of a mortgage on any such Unit or beneficiary or trustee in a deed of trust on such Unit, shall be deemed to have acquiesced in the amendments of this Declaration, By-Laws and the Condominium Plats as may be required for the purpose of adding additional Units and Common Elements as set forth above and shall be deemed to have given the Developer, its successors and assigns, an irrevocable power of attorney, coupled with an interest, to effectuate such amendments and to have agreed to and covenanted to execute such further documents, if any, as may be required by the Developer to properly accomplish such amendments, if any question is raised with respect thereto.

(C) The submission of the Additional Property, or any Phase thereof, and the foregoing amendments, shall be accomplished upon the completion of the buildings in each successive Phase or Phases by the Developer, its successors or assigns, by the Developer filing among the Land and Plat Records of Anne Arundel County, Maryland, appropriate amendments to this Declaration and supplements to the Condominium Plats containing appropriate certifications that the Phase or Phases in question has or have been completed as shown thereon, and the Developer, its successors and assigns, conveying unto each Unit Owner in each Phase to be added by such amendment an undivided interest in the General Common Elements of each Phase submitted to the Regime prior to such amendment, along with an undivided interest in the General Common Elements of the Phase or Phases to be added by such amendment; such interests to be in proportion to the Percentage Interests as set forth in Paragraph 6 hereof and applicable as therein provided, to the Regime after the addition of the Phase or Phases submitted by such amendment. In order to effectuate the foregoing, the undivided interests in the General Common Elements in each Phase, submitted to the Regime prior to the amendment in question, which are to be conveyed to Unit Owners in the Phase or Phases

to be added by such amendment shall automatically revert to and be vested in the Developer upon the filing of such amendment.

(D) It is the further intent and purpose hereof and it is hereby declared, that as Additional Phases are added to the Regime established hereunder, in the manner provided above, each owner of a Unit in the Regime as the same is constituted prior to the amendment in question (and the mortgagee or beneficiary of any mortgage or deed of trust on such Unit, as its interests appear), shall have and be vested with an undivided interest in the General Common Elements in the Additional Phase or Phases to be added, such interest to be in proportion to the Percentage Interests as set forth in Paragraph 6 and Exhibit 2 hereof and applicable as therein provided to the Regime after the addition of the Phase or Phases submitted by such amendment, and that such vesting shall occur immediately, and absolutely, upon the filing of any amendment adding any Additional Phase without the necessity of any separate conveyance of such interests.

(E) It is the further intent and purpose hereof, and it is hereby declared that the provisions of Section 11-117 of the Real Property Article of the Annotated Code of Maryland, 1974 Edition, as amended, shall be applicable to the Condominium Regime created hereunder, on and after such date, and the Developer does hereby elect to conform to the requirements of said Section 11-117.

(F) The foregoing notwithstanding, the Developer shall execute and record, from time to time, as may be reasonably required by any Unit Owner or mortgagee or beneficiary of any deed of trust on any Unit, such other and further instruments of conveyance as may be necessary in the circumstances to validly carry out the intent and purpose set forth above with regard to vesting of interests in the General Common Elements.

(G) The buildings in any Additional Phase, to the extent constructed, shall utilize similar designs and configurations\*\* and shall contain Units of the same size and configuration as the buildings of the same types contained in the Phase I Property, and as shown on the Plat; provided, however, that the Developer shall have no duty or obligation to construct buildings in any Additional Phase or to add any Additional Phase to the Regime established hereunder, and the Developer may sell or dispose of the land contained in any Additional Phase as shown on the Condominium Plat or use the same for some other purpose. In the event of any sale or disposition of said land, or the use thereof, for some other purpose, the power of attorney created hereunder

\*\* but may vary the exterior design using equivalent materials



shall be deemed revoked and the possibilities of reverter established by the Deeds to the Unit Owners shall be deemed to be extinguished and the Unit Owners shall henceforth hold their interests in the General Common Elements free and clear of any conditions precedent, to the end and intent that each Unit Owner shall hold the exclusive fee simple ownership of his Unit and a fee simple interest in the General Common Elements in accordance with the Percentage Interests set forth in Paragraph 6 and Exhibit 2 hereof and applicable as therein provided to the Regime established hereunder, as the same is then constituted; and each Unit, together with the undivided interest in the General Common Elements appurtenant thereto subject to the terms hereof may be conveyed, leased, encumbered, inherited or devised by Will, as though each such Unit were entirely independent of all other Units and of the building in which such Unit is located.

3. Description of the Buildings. 1 building containing a total of 7 separately designated and legally described fee simple estates, each consisting of a condominium unit, as shown on the Plat for Olds Mill Condominium III prepared and certified by MCA Engineering Corporation, licensed to practice in the State of Maryland, which Plat is recorded simultaneously herewith. Each Building is a two story structure with a basement and attic area. The first and second floors and basement and attic areas form a townhouse unit and there are 7 of these units in Building No. 14.

4. The Name of the Condominium. This Condominium Regime shall be known as Olds Mill Condominium III.

5. Units. (A) Each unit shall be conveyed by its Building number and the Unit number which Unit number is the street number designated on Sheet 2 of the Plat for said Condominium. The dimensions, area and location of each unit are shown on the Plats of the Condominium as described above.

(B) Each townhouse condominium unit shall consist of an enclosed space designated as a single family dwelling. The Unit shall occupy that part of the floor as shown on the basement, first and second floor plans and attic plans in each building as shown on the Plats recorded as aforesaid.

(C) Each unit shall consist of the following components:

Bottom: The bottom of the unit is a horizontal plane through the bottom of the lowest footing and extending in every direction to the points where it closes with the vertical planes forming the front, sides and rear of the unit.

Sides: The sides of each unit are vertical planes enclosing one-half of each party wall and all of each exterior wall of the unit and said planes extend vertically and laterally so as to close with the planes forming the top, bottom, front and

rear of said unit. In instances where a side wall of a unit is not contiguous to a side wall of an adjacent unit, that portion of the side wall which is not contiguous is a part of the unit which it encloses.

**Rear:** The rear of the unit is a vertical plane through the rear most point of the roof so as to include all of the wall and air space directly under overhangs, if any. It extends vertically and laterally so as to close with the planes forming the top, bottom and sides of the unit.

**Front:** The front of the unit is a vertical plane through the forwardmost point of projection of any roof, porch or front stoop (whichever projects furthest forward). Said plane extends vertically and laterally to close with the top, bottom and sides of the unit.

**Top:** The top of each unit is a horizontal plane through the topmost part of the unit (the roof vent), parallel to the plane forming the bottom of the unit and extending in all directions so as to close with the planes forming the sides, front and rear of the unit.

(D) Where the above description applies to end-of-building units, the front of said unit shall mean and include the end of same for purposes of determining the forwardmost and outwardmost point of projection of the roof, porch or front stoop if the said end unit has a side entrance.

(E) The Developer hereby declares that the following are not General Common Elements but are part of the unit:

(1) Every foundation wall, exterior wall, portion of a party wall, roof, column, girder, beam, support, stairway, floor, partition, entrance and exit lying within the above described unit is a part of that unit.

(2) Every floor lying within the above described unit is part of that unit.

(3) Any air space or land, lying upward from the bottom of the unit, inward from the front or rear of the unit and below the top of that unit is part of that unit.

**X** (4) Ownership of each unit shall also include the air conditioner, air conditioner pad, front porch and porch deck or concrete patio located at the rear of each unit even though same may be within the "Exclusive Use Easement" as defined, supra, in paragraphs 7 and 10(c) hereof.

(F) It is the intention that each townhouse unit shall consist of that space shown on the Plats recorded as aforesaid as the unit area both in the horizontal and in the vertical.

(G) Each unit in each building shall be used only for residence purposes by the Unit Owner or Owners thereof, his family, guests or invitees, or the lessees of the Unit Owner, their families, guests or invitees, except that the Board of Directors of the Council of Unit Owners may approve (which approval may be rescinded) incidental use of a portion of a particular unit for purposes other than residence, that the Developer, until all units in all Phases have been sold and settled for, may use one or more units at its discretion, for model units for purposes of sale, and may also maintain a sales office in one or more of the units, at its discretion, for the same period of time.

6. Percentage Interests. The Percentage Interest for each Unit in each Phase is shown on Exhibit 2 attached hereto. The Percentage Interest in the Common Expenses and Common Profits and the Percentage Interest in the Common Elements are identical for each Unit and are shown in the above reference Exhibit "2" for each unit in each Phase. The Percentage Interests may be changed only in accordance with Sections 11-107 and 11-117 of the Real Property Article of the Annotated Code of Maryland, 1974 Edition, as amended.

7. Description of Common Elements. (A) All areas and facilities which are not part of a unit comprise the General Common Elements, as graphically shown on the Plats aforesaid, including all streets, curbs, sidewalks, main and front entrance walks, except as hereinafter modified, recreational areas, parking areas, lawn areas, except as hereinafter modified, trees, shrubbery, conduits, sewers, water mains, storm drains and other lines, exterior lighting (except lighting fixtures attached to units), mail box clusters and all other devices rationally of common use and necessary to the upkeep, use, and safety of the buildings, and all other conduits and wire outlets and utility lines, regardless of location and all other part of the property and all apparatus and installation existing in the buildings or on the Property for common use or necessary or convenient to the existence, maintenance or safety of the Property.

(B) The General Common Elements shall include the exclusive use of the surface of any rear or side yards of the units constructed or to be constructed by Developer as defined in paragraph 10(C) hereof and shown on the Plats pre-

viously referred to shall be restricted to the Unit Owner of the unit binding thereon for utilization as a yard including the planting of grass, shrubbery and other plants, but not including any excavation of more than eighteen (18) inches. The rear and side yards binding on a unit shall be maintained by the Unit Owner of such unit. The Unit Owner of any unit constructed by Developer is permitted to erect a fence in the side and rear yard binding on his unit, provided that no fence may be erected forward of the rear line of any building, and provided that the Board of Directors of the Council of Unit Owners shall approve any proposed fence prior to its erection.

(C) The common elements shall be exclusively owned in common by all of the Unit Owners. The common elements shall remain undivided and no Unit Owner shall bring any action for partition or division of the whole or any part thereof except as otherwise provided by the Condominium Act and in that event all mortgagees must, in writing, consent.

(D) Except as hereinabove provided, pertaining to the surface of the rear and side yards of the units, all common elements in Old Mill Condominium III, Phase I, and any Additional Phases when and if added, are subject to perpetual easements for the use in common thereof for ingress, egress and utilities. This provision and covenant shall run with the land and the benefits and burdens thereof, shall inure to the benefit of and be binding upon the Developer, its successors and assigns and the Unit Owners, their heirs, successors, personal representatives and assigns.

(E) The cost of maintaining, repairing and replacing the common elements shall be borne by the Council of Unit Owners as an item of the Common Expense.

(F) Each Unit Owner, in proportion to his Percentage Interest, shall contribute toward payment of the Common Expenses, and no Unit Owner shall be exempt from contributing toward said Common Expenses either by waiver of the use or enjoyment of the common elements, or any of them, or by the abandonment of his unit. The contribution of each Unit Owner toward Common Expenses shall be determined, levied and assessed as a lien, all in the manner set forth in the By-Laws which are being recorded among the Land Records of Anne Arundel County simultaneously herewith (hereinafter called the "By-Laws").

8. Condominium Units and Common Elements: If any common element, or any part thereof, now or at any time hereafter, encroaches upon any unit, or any unit encroaches upon any common element, whether such encroachment is attributable to construction,

settlement, or shifting of the buildings, or any other reason whatsoever beyond the control of the Board of Directors referred to in the By-Laws, and any Unit Owner, there shall forthwith arise, without the necessity of any further or additional act or instrument, a good and valid easement for the maintenance of such encroachment, either for the benefit of the Board of Directors or for the Unit Owner, their respective heirs, personal representatives, successors or assigns, to provide for the encroachment and non-disturbance of the common element, or the unit, as the case may be. Such easement shall remain in full force and effect so long as the encroachment shall continue.

(B) The conveyance or other disposition of a unit shall be deemed to include and convey, or be subject to, any easement arising under the provisions of this paragraph without specific or particular reference to such easement.

9. Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines and Other Common Elements Located Inside of Units. Each Unit Owner shall have an easement in common with the owners of all other units in Phase I, and any Additional Phases when and if added, to use all pipes, wires, ducts, cables, conduits, public utility lines and other common elements located in any of the other units or in, upon or under any exclusive use easement as hereinafter provided and serving his unit. Each unit shall be subject to an easement in favor of the owners of all other units in Phase I, and any Additional Phases when and if added, to use the pipes, ducts, cables, wires, conduits, public utility lines and other common elements serving such other units and located in such unit or its appurtenant exclusive use easements.

10. Easements. (A) Developer, for itself, its successors and assigns, hereby declares that every Unit Owner in Phase I, and any Additional Phases when and if added, shall have a perpetual easement in, upon, through and over the land shown on the Plat attached hereto, to keep, maintain, use, operate, repair and replace his unit in its original position and in every subsequent position in which it changes by reason of the gradual forces of nature and the elements.

(B) Developer hereby reserves unto itself, its successors and assigns an easement in, upon, through and over the general common elements in Phase I, and any Additional Phases when and if added, for as long as the said Developer, its successors and assigns, shall be engaged in the construction, development and sale of units, which easement shall be for the purpose of construction, installation, maintenance and repair of existing buildings and appurtenances thereto, for ingress and egress to all units and all general

common elements, and for use of all roadways, parking lots, existing and future model units for sales promotion and exhibition. In addition, Developer hereby reserves the irrevocable right to enter into, upon, over or under any unit in Phase I, and any Additional Phases when and if added, for a period of 2 years after the date of delivery of the unit deed for such purposes as may be reasonably necessary for the Developer or its agents to complete the Regime or service any unit thereof.

(C) Developer, for itself, its successors and assigns, hereby declares that every Unit Owner in Phase I, and any Additional Phases when and if added, shall have a perpetual and exclusive easement for possession and use of that portion of the lawn area contiguous to the rear, and/or side of the unit which is designated "Exclusive Use Easement" on the Plats aforesaid.

(D) Developer reserves unto itself, its successors, assigns, and agents, an easement in, upon, through and over the lands comprising the general common elements in Phase I, and any Additional Phases when and if added, for the purpose of installation, maintenance, repair and replacement of all sewer, water, power and telephone, pipes, lines, mains, conduits, poles, transformers and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility system serving the Regime.

(E) Each Unit Owner in Phase I, and any Additional Phase when and if added, shall have a perpetual easement for the continuance of any encroachment by his unit on any adjoining unit or on any general or limited common element, now existing as a result of construction of the buildings or which may come into existence hereafter as a result of the reconstruction of the buildings or a unit after damage by fire or other casualty, or as a result of condemnation or eminent domain proceedings, so that any such encroachment may remain undisturbed so long as the buildings stand.

(F) Party Walls - The Developer, for itself, its successors and assigns, hereby declares that every wall depicted on the Plats as being partly in one unit and partly in an adjacent unit is a party wall, and the owner of each such unit shall have the right to use and enjoy the party wall jointly with the owner of the adjacent unit; that each such unit shall have the benefit of, and be burdened with, a perpetual easement to the extent that such party wall shall deviate from the vertical by reason of any shifting of the building, or any part thereof; and that should such party wall be injured by any cause other than the deliberate or negligent conduct of either such Unit Owner, it shall be repaired at the joint expense of such adjacent Unit Owners.

11. Units Subject to Declaration, By-Laws and Rules and Regulations.

All present and future owners, tenants and occupants of units in Phase I, and any Additional Phases when and if added, shall be subject to, and shall comply with, the provisions of the Condominium Act, of this Declaration and any Amendments hereto, the By-Laws, and the Rules and Regulations as provided for in the By-Laws, as they may be amended from time to time. The acceptance of a deed, or conveyance, or the entering into of a lease, or the entering into occupancy of any unit, shall constitute an agreement that the provisions of this Declaration and any Amendments hereto, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such Owner, tenant, or occupant; and all of such provisions shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereon.

12. Additional Condominium Regimes. There are additional Condominium Regimes located on land formerly owned by the Developer adjacent to this Condominium Regime, as the same may be constituted from time to time, which land is shown on Exhibit 3 attached hereto and made a part hereof, the Developer, for itself, its successors and assigns, hereby declares that each Unit Owner in such Condominium Regime or Regimes shall have a perpetual easement in the general common elements of this Regime, as the same may be constituted from time to time, and the owners of units in this Regime shall have a perpetual easement in the general common elements of such other Condominium Regimes for the following purposes:

(A) To maintain, use, repair and replace all existing storm sewerage systems and roadways used by Unit Owners in the Condominium Regimes as ingress or egress to their property; and

(B) For the subterranean installation, maintenance and repair of any pipe, cable or other conduit of gases, liquids or energy supplying water, sewerage, telephone, radio, television, electricity, natural gas, heat or other similar services to the Condominium Regime subject, however, to the provisions that where the work to be done is not a repair or replacement of any then existing facility it shall be done only with the written permission of the Council of Unit Owners of the Condominium Regime involved, which permission shall not be <sup>un</sup>reasonably withheld.

(C) In the event such work is done, the Council of Unit Owners of the Condominium Regime involved may require that the work be done at the expense of the Condominium Regime or Regimes seeking to exercise the rights granted hereunder and subject to such other terms and conditions as are just and reasonable.

13. Membership in Council of Unit Owners. Each owner of a unit in Phase I, and any Additional Phases when and if added, shall automatically, upon becoming the owner of a unit or units, be a member of the Council of Unit Owners for this Condominium Regime, hereinafter referred to as the "Council" and shall remain a member of said Council until such time as his ownership ceases for any reason, at which time his membership in said Council shall automatically cease. Each unit shall have one (1) vote at meetings of the Council of Unit Owners and said one (1) vote is appurtenant to each unit.

14. Notice to Mortgagees. All amendments to this Declaration, as such amendments are provided for hereinafter, must be approved by the mortgagee of a mortgage on any unit and said mortgagee or mortgagees shall be given thirty (30) days written notice of any such amendment or amendments prior to the meeting of the Council of Unit Owners provided for in paragraph 21 of this Declaration.

15. Recreational Facilities. Developer previously owned a tract of land whose location is shown on Exhibit 3, attached hereto. It is the intention of the Developer that each Unit Owner shall have the right to use all of the recreational facilities on said tract for so long as same, including swimming pool and bath house, shall exist and be operated at the same membership fees as all other residents of the Village of Olde Mill (Single Family Subdivision) shall pay. This right shall be a right appurtenant to each condominium unit. And to this end, the above restriction was placed in the deed from Developer to the Village of Olde Mill Community Association, Inc. which deed was recorded among the Land Records of Anne Arundel County, Maryland in Liber WGL 2791, Page 690, et seq.

16. Grass Cutting. Where unit ownership includes a portion of the land enclosed within the front vertical plane of the unit, a right exists for the Council of Unit Owners to maintain the surface of said land. Said maintenance shall be deemed to include cultivation, fertilization and cutting of any grass thereon, whether originally placed thereon by Developer or later grown or cultivated by direction of the Council of Unit Owners.

17. Roof Maintenance. The Council of Unit Owners will provide maintenance for the roof of each building and shall establish and maintain a reserve fund for the expense of same as hereinafter provided in the By-Laws.



18. Exterior Modifications. Unit owners of adjacent units in Phase I, and any Additional Phases or Phase when and if added, may not make exterior changes to their units without first obtaining consent, in writing, of the adjacent Unit Owner or Owners. This provision shall govern both modifications as to structure and color. Where consent cannot be obtained, it shall be the duty of the Architectural Control Committee, established in the By-Laws filed herewith, to determine the disposition of these matters.

19. Termination of Regime. Each Unit Owner in Olde Mill Condominium III, Phase I, and any Additional Phases when and if added, covenants and agrees that abandonment or termination of the Condominium Regime herein created is prohibited without prior written consent of all Unit Owners in the Regime, as then constituted, and mortgagees then holding mortgages on existing Condominium units and said consent requirement shall extend to all trustees under Deed of Trust. Termination shall be in accordance with Section 11-121 of the Real Property Article of the Annotated Code of Maryland, 1974 Edition, as amended.

20. Administration of Condominium. In accordance with the provisions of Article III, Section 2, of the By-Laws; the Condominium shall be operated like a non-stock business corporation, the Council of Unit Owners being considered the corporation and the Unit Owners being considered the members. As provided in Article IV, Section 2, of the By-Laws, the Unit Owners shall elect a Board of Directors.

21. Amendment of Declaration. Except as may otherwise be provided by the Condominium Act, or paragraph 2 of this Declaration, this Declaration may be amended in the following manner:

(A) For so long as Developer shall own all of the units, Developer shall have the sole right to amend this Declaration (including any amendments altering the percentage of ownership in common elements) which amendment need only be signed and acknowledged by the Developer and recorded among the Land Records of Anne Arundel County. Such amendment shall specifically refer to the recording data identifying this Declaration.

(B) An amendment or amendments to this Declaration may be proposed by the Board of Directors, acting upon a vote of the majority of the Directors, or by the Unit Owners holding a majority of votes of the units in the Council of Unit Owners as the Council is then constituted whether meeting as the Council of Unit Owners or by instrument in writing signed by them. Upon any amendment or amendments to this Declaration

being proposed by said Board of Directors or any Unit Owner, such proposed amendment or amendments shall be transmitted to the President of the Council, or other officer of the Council in the absence of the President, who shall thereupon call a special meeting of the Council of Unit Owners for a date not sooner than twenty (20) days nor later than sixty (60) days, from receipt by him of the proposed amendment or amendments; and it shall be the duty of the Secretary to give to each Unit Owner written or printed notice of such special meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than fifteen (15) days, nor more than forty-five (45) days before the date set for such special meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail addressed to the Unit Owner at his post office address as it appears on the books of the Council, the postage thereon prepaid. Any Unit Owner may, by written waiver of notice signed by such Unit Owner, waive such notice and such waiver, when filed in the records of the meeting, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting the amendment or amendments proposed must be approved by an affirmative vote of all Unit Owners of the Regime as then constituted and all mortgagees then holding mortgages on units in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of this Declaration shall be transcribed and certified by the President and Secretary for the Council as having been duly adopted, and the original or an executed copy of such amendment or amendments so certified and executed with the same formalities as a deed shall be recorded in the Land Records of Anne Arundel County, Maryland, such amendment or amendments to specifically refer to the recording data identifying the Declaration. Thereafter, a copy of said amendment or amendments in the form in which the same were placed of record by the officers of the Council shall be delivered to all of the Unit Owners and mailed to the mortgagees listed in the registry to be maintained by Article XVI Section 1, of the By-Laws, but delivery and mailing of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any Unit Owner shall be recognized if such Unit Owner is not in attendance at such meeting,

or represented thereat by written proxy, provided such written vote is delivered to the Secretary of the Council at or prior to such meeting.

(C) Anything in subparagraph (B) to the contrary notwithstanding, no amendment to this Declaration shall alter or amend any rights granted to Developer under the provisions of subparagraph (A) above unless the Developer shall consent in writing to such amendment.

22. Invalidity. The invalidity of any provisions of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

23. Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

24. Compliance. This Declaration is set forth in compliance with the requirements of Section 11-101 through and including Section 11-128 of the Real Property Article of the Annotated Code of Maryland, 1974 Edition, as amended. In the event of any conflict between said Condominium Act and this Declaration, the provisions of the Condominium Act shall control.

25. Captions. The captions and Table of Contents contained in this Declaration and are not part of this Declaration, and are not intended in any way to limit or enlarge the terms and provisions of this Declaration.

26. Gender, Etc. Whenever in this Declaration the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

WITNESS the hand and seal of said Developer as of the date first herein written.

ATTEST:

CHESAPEAKE HOMES, INC.

Janie P. Linn  
1987 Secretary

By: William C. King (SEAL)  
President

MD:DL:5/4/76:  
C III

LEER 2891 PAGE 16

STATE OF MARYLAND, COUNTY OF Baltimore, to wit:

On this 10 day of September, 1976, before me, the undersigned, a Notary Public, personally appeared William C. Ray, who acknowledged himself to be the President of Chesapeake Homes, Inc., a corporation, and that he, as such President, being authorized so to do, executed the foregoing Declaration for the purposes therein contained, by signing the name of the corporation by himself as President.

*Linda L. Tomaska*

Notary Public

My commission expires:

7/1/78

MM:DL:5/4/76:  
OMC III

**MCA** □ ○ ▷

LIBER 2891 PAGE 17

MCA ENGINEERING CORPORATION  
CONSULTING  
ENGINEERS

1020 Cromwell Bridge Road, Baltimore, Maryland 21204 • Tel. (301) 823-0900

DESCRIPTION

0.4866 ACRE PARCEL, OLDE MILL CONDOMINIUM III, PHASE  
ONE, (PART OF SECTION 6, VILLAGE OF OLDE MILL), THIRD  
ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND.

Beginning for the same at a point on the north side of the cul-de-sac of Chalet Drive, as shown on the plat titled "Village of Olde Mill, Section 6", and recorded among the Land Records of Anne Arundel County as Plat No. 2968 in Plat Book 55, page 43, said point being distant 36.99 feet as measured westerly along the north side of said cul-de-sac from point "171" shown on said plat, running thence binding on a part of the northwest side of said cul-de-sac, (1) southwesterly, by a curve to the left with the radius of 55.00 feet, the distance of 79.68 feet, the chord of said arc being S 48° 43' 01" W 72.89 feet, thence binding on a part of the centerline of the 10 foot Utility Easement shown on said plat, (2) N 51° 46' 46" W 181.53 feet, thence fourteen courses: (3) N 34° 36' 55" E 44.51 feet, (4) S 84° 02' 19" E 65.33 feet, (5) N 34° 36' 55" E 32.00 feet, (6) S 55° 23' 05" E 96.70 feet, (7) N 31° 10' 00" E 102.85 feet,

**EXHIBIT 1**

MM:DL:5/4/76:  
ONC III

LIBER 2891 PAGE 18

**MCA**   
MCA ENGINEERING CORPORATION

2.

(8) N 21° 08' 26" W 12.72 feet, (9) N 10° 04' 10" E 10.00 feet,  
(10) northeasterly, by a curve to the right with the radius of  
10.00 feet, the distance of 15.71 feet, the chord of said arc being  
N 55° 04' 10" E 14.14 feet, (11) southeasterly, by a curve to the  
right with the radius of 20.00 feet, the distance of 36.19 feet, the  
chord of said arc being S 28° 05' 49" E 31.45 feet, (12) southwesterly,  
by a curve to the right with the radius of 108.00 feet, the distance  
of 2.97 feet, the chord of said arc being S 24° 31' 24" W 2.97 feet,  
(13) S 30° 46' 05" W 81.02 feet, (14) S 31° 10' 00" W 6.10 feet,  
(15) S 14° 45' 45" W 42.49 feet, and (16) southwesterly, by a curve  
to the left with the radius of 74.63 feet, the distance of 38.89 feet  
to the place of beginning, the chord of said arc being S 16° 14' 19" W  
38.45 feet.

Containing 0.4866 of an acre of land.

CAL:mp1

J.O. 1-73435  
W.O. 13409-X

May 20, 1976

EXHIBIT "1"

PAGE 2 of 2

MM:DR1:5/4/76:  
D-OMC III

LIBER 2891 PAGE 19

EXHIBIT "2"

SCHEDULE OF PERCENTAGE INTEREST IN THE COMMON ELEMENTS  
AND COMMON EXPENSES AND COMMON PROFITS OF EACH UNIT

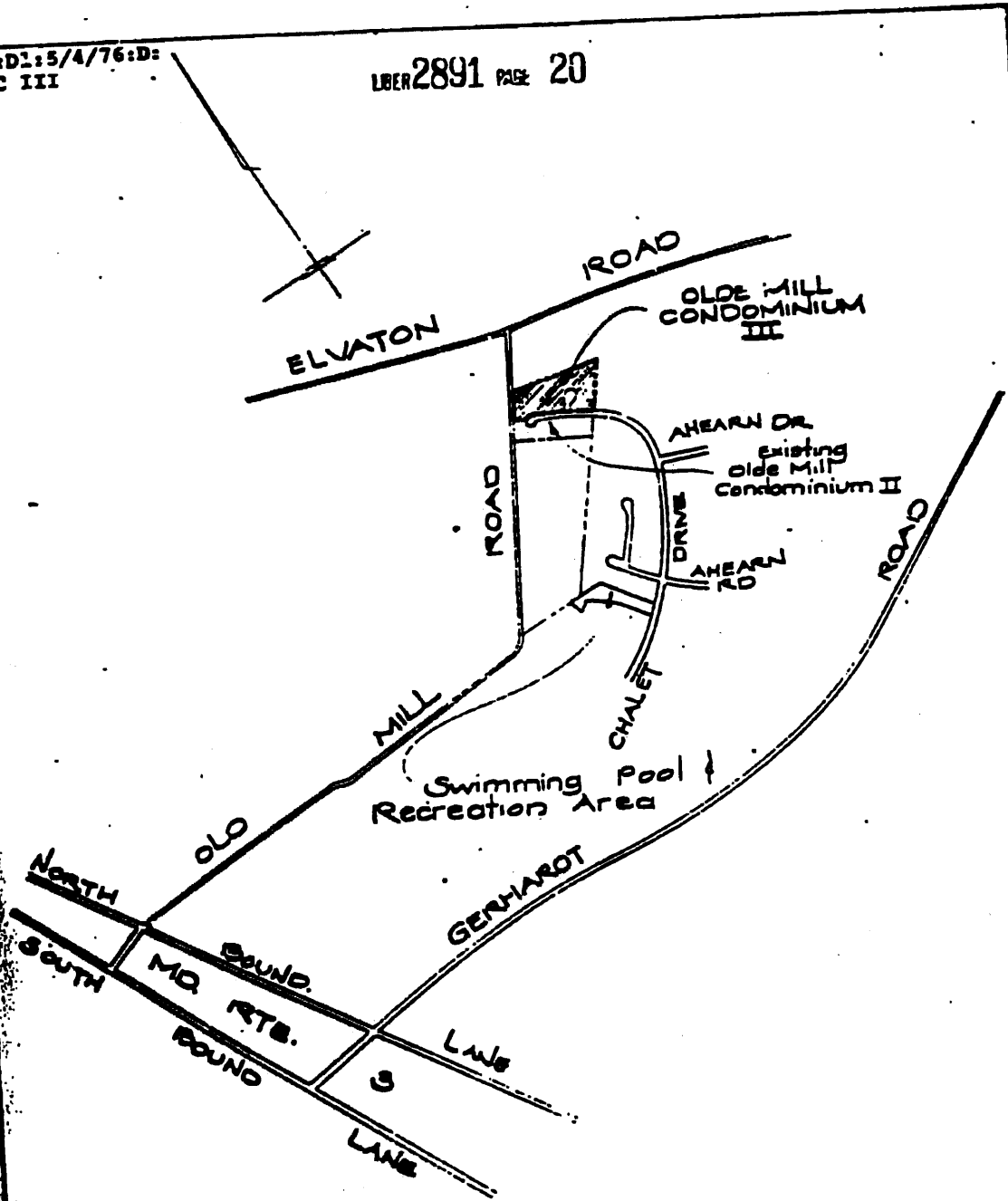
OLDE MILL CONDOMINIUM III

Each unit shall have the same Percentage Interest in the Common Elements and the Common Expenses and Common Profits. The Percentage Interest of each unit in the Condominium Regime, expressed as a fractional formula, shall always have as its numerator the number one (1) and its denominator shall be the total number of units submitted to the Condominium Regime from time to time; beginning with the total number of units in Phase 1 and adding thereto — the number of units in each future phase (additional phase) as these units may be submitted to the Condominium Regime from time to time.

~~See~~ *Cardinal Variation*  
*See plat on following page*

WM:DL:5/4/76:D:  
OMC III

LIBER 2891 PAGE 20



OLDE MILL CONDOMINIUM III  
EXHIBIT 3

Elect. Dist. 3  
Scale: 1"=1000'

Anne Arundel Co., Md.  
April 8, 1976

EXHIBIT "3"



1312001 107603

FIRST  
AMENDMENT TO THE DECLARATION FOR  
OLDE MILL CONDOMINIUM III  
ANNE ARUNDEL COUNTY, MARYLAND

THIS FIRST AMENDMENT TO DECLARATION (herein called "this First Amendment"), made this 29th day of September, 1976, by Chesapeake Homes, Inc., a Maryland corporation (hereinafter referred to as the "Developer").

W I T N E S S E S :

WHEREAS, the Developer has previously executed a Declaration entitled "Declaration for Olde Mill Condominium III, which was recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2891, Page 1 at seq. (the "Declaration"), together with a Condominium Plat, entitled "Condominium Plat for Olde Mill Condominium III, Phase 1" with respect to the building constructed in Phase 1 of the property shown on said Condominium Plat; said Condominium Plat being recorded among the Plat Records of Anne Arundel County in Plat Book 7, Page 13 at seq; and

WHEREAS, as contemplated in accordance with the provisions of the Declaration, the Developer has completed construction of 1 additional building in Phase 2 of the property as shown on the aforesaid Condominium Plat and now desires to add the land and said 1 additional building contained in Phase 2 to the Condominium Regime established pursuant to the Declaration:

NOW, THEREFORE, for the purposes aforesaid, the Developer does hereby state and declare as follows:

1. Submission of Additional Property to the Regime. The Developer desires to and does hereby submit to the Regime established under the Declaration all that certain lot or parcel of land located in the Third Election District of Anne Arundel County, Maryland, and being designated as "Phase 2" on that certain plat entitled "First Supplemental Condominium Plat for Olde Mill Condominium III, Phase 2", and recorded among the Plat Records of Anne Arundel County, Maryland, contemporaneously with this First Amendment to the Declaration (the "First Supplemental Condominium Plat"), together with 1 building constructed thereon containing seven (7) Condominium Units and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining (hereinafter referred to as the "Phase 2 Property");

SUBJECT, HOWEVER TO, and entitled to the benefit of all statements and conditions set forth in the First Supplemental Condominium Plat, and easements and rights-of-way shown thereon and on that certain plat entitled Village of Olde Mill - Section 6, recorded among the Plat Records of Anne Arundel County, Maryland in Liber 55, Page 43, (the "Subdivision Plat").

007\*\*\*\*\* 128822 V 70-1.12

2. Effect of Amendment and Adding of Additional Property to the Regime. As provided in the Declaration, upon the recording of this First Amendment to the Declaration, the "Phase 2 Property" submitted hereby and the "Phase 1 Property", previously submitted as aforesaid, shall be and constitute one and the same Condominium Regime, subject to and in accordance with the terms and provisions of the Declaration.

Without limiting the foregoing, each owner of a Condominium

1976 JUL 29

that in said Regime, as the same was constituted prior to the recordation of this First Amendment (and the mortgage or beneficiary or any mortgage or deed of trust on such unit, as its interest appears) shall have and be vested with an undivided interest in the Common Elements in the Additional Phase added hereby, such interest to be in proportion to the Percentage Interests as set forth in Paragraph 6 and Exhibit 2 of the Declaration and applicable as therein provided to the Regime, after the addition of the phase submitted hereby.

As provided in Paragraph 6 and Exhibit 2 of the Declaration, the Percentage Interest in the Common Expenses and Common Profits and a Percentage Interest in the Common Elements of each Condominium Unit in the Regime comprised of Phase 1 and Phase 2 following the recordation of this First Amendment shall be 1/14. Such Percentage Interests as established pursuant to said Paragraph 6 and Exhibit 2 of the Declaration and confirmed hereby shall determine the Percentage Interest of each Unit Owner from time to time, in the Common Elements, the Common Expenses and the Common Profits of the Condominium as more fully provided in the Declaration, By-Laws and by applicable law. Each Unit Owner in Phase 2 shall have one (1) vote in the Council of Unit Owners as provided in Paragraph 13 of the Declaration.

3. Definitions. All terms used herein shall have the meanings specified in the Declaration.

IN WITNESS WHEREOF, the Developer has caused this First Amendment to the Declaration to be executed on its behalf on the date first above written.

WITNESSES:

CHESAPEAKE HOMES, INC.

Lois A. Siner, Asst. Secretary

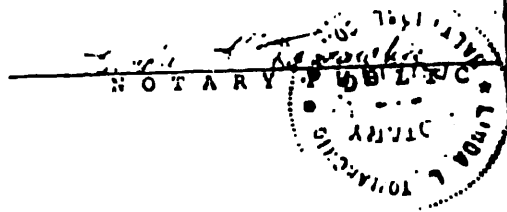
*William C. Roy* (SEAL)  
William C. Roy, President

STATE OF MARYLAND  
COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 29 day of JULY, 1976 before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared WILLIAM C. RAY, the President of Chesapeake Homes, Inc., who made oath in due form of law that he is authorized to execute this First Amendment to the Declaration for Old Mill Condominium III on behalf of said corporation and acknowledged this document to be the free act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year aforesaid.

My commission expires: \_\_\_\_\_



SECOND  
AMENDMENT TO THE DECLARATION FOR  
OLDE MILL CONDOMINIUM III  
ANNE ARUNDEL COUNTY, MARYLAND

THIS SECOND AMENDMENT TO DECLARATION therein called "First  
Second Amendment", made this 27<sup>th</sup> day of September, 1976, by  
Chesapeake Homes, Inc., a Maryland corporation (hereinafter  
referred to as the "Developer").

W I T N E S S E T H A T :

WHEREAS, the Developer has previously executed a Declaration  
entitled "Declaration for Olde Mill Condominium III, which was  
recorded among the Land Records of Anne Arundel County, Maryland,  
in Liber 2891, Page 1 et seq. (the "Declaration"),  
together with a Condominium Plat, entitled "Condominium Plat for  
Olde Mill Condominium III, Phase 1" with respect to the building(s)  
constructed in Phase 1 of the property shown on said Condominium  
Plat; said Condominium Plat being recorded among the Plat Records  
of Anne Arundel County in Plat Book 7, Page 13 et seq; and

WHEREAS, as contemplated in accordance with the provisions of  
the Declaration, the Developer has completed construction of 1  
additional building in Phase 3 of the property as shown on the  
aforesaid Condominium Plat and now desires to add the land and  
said 1 additional building contained in Phase 3 to the Condominium  
Regime established pursuant to the Declaration;

NOW, THEREFORE, for the purposes aforesaid, the Developer does  
heroby state and declare as follows:

1. Submission of Additional Property to the Regime. The  
Developer desires to and does hereby submit to the Regime establishhe  
under the Declaration all that certain lot or parcel of land lo-  
cated in the Third Election District of Anne Arundel County, Mary-  
land, and being designated as "Phase 3" on that certain plat  
entitled Second Supplemental Condominium Plat for Olde Mill  
Condominium III, Phase 3", and recorded among the Plat Records  
of Anne Arundel County, Maryland, contemporaneously with this  
Second Amendment to the Declaration (the Second Supplemental  
Condominium Plat"), together with 1 building constructed thereon  
containing five (5) Condominium Units and all other improve-  
ments thereon and all rights, privileges and appurtenances thereto  
belonging or in any way appertaining (hereinafter referred to as  
the "Phase 3 Property");

001..... 22825 V 74-123

SUBJECT, HOWEVER TO, and entitled to the benefit of all state-  
ments and conditions set forth in the Second Supplemental Condo-  
minium Plat, and easements and rights-of-way shown thereon and  
on that certain plat entitled Village of Olde Mill - Section 6,  
recorded among the Plat Records of Anne Arundel County, Maryland  
in Liber 55, Page 43, (the "Subdivision Plat").

2. Effect of Amendment and Addition of Additional Property to  
the Regime. As provided in the Declaration, upon the recording  
of this Second Amendment to the Declaration, the "Phase 3 Property"  
submitted hereby and the "Phase 1 Property", previously submitted  
as aforesaid, shall be and constitute one and the same Condo-  
minium Regime, subject to and in accordance with the terms and  
provisions of the Declaration.

Without limiting the foregoing, each owner of a Condominium

COPIES AND  
RECORDS OF  
ANNOUNCEMENT OF  
DATE  
DATE  
DATE

DECLARATION

...in said regime, on the date was consolidated prior to the  
recording of this Second Amendment (and the Mortgage or  
beneficiary of any mortgage or deed of trust on such unit, or  
the interest appears) shall have and be vested with an undivided  
interest in the Common Elements in the Additional Phase owned  
hereby, such interest to be in proportion to the Percentage  
Interests as set forth in Paragraph 6 and Exhibit 2 of the Declara-  
tion and applicable as therein provided to the Regime, after the  
addition of the phase submitted hereby.

As provided in Paragraph 6 and Exhibit 2 of the Declaration, the  
Percentage Interest in the Common Expenses and Common Profits and  
Percentage Interest in the Common Elements of each Condominium  
Unit in the regime comprised of Phase 1, 2 and 3 following  
the recording of this Second Amendment shall be 1/3. Such  
Percentage Interests as established pursuant to said Paragraph 6  
and Exhibit 2 of the Declaration and confirmed hereby shall de-  
termine the Percentage Interest of each Unit Owner from time to  
time, in the Common Elements, the Common Expenses and the Common  
Profits of the Condominium as more fully provided in the Declara-  
tion, By-Laws and by applicable law. Each Unit Owner in Phase 3  
shall have one (1) vote in the Council of Unit Owners as provided  
in Paragraph 13 of the Declaration.

3. DEFINITIONS. All terms used herein shall have the meanings  
specified in the Declaration.

IN WITNESS WHEREOF, the Developer has caused this Second  
Amendment to the Declaration to be executed on its behalf on the  
date first above written.

ATTEST:  
  
LOIS A. Siner, Asst. Secretary  
  
CHESAPEAKE HOMES, INC.  
  
William C. Ray, President (SEAL)

STATE OF MARYLAND  
COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this \_\_\_ day of \_\_\_\_\_, 1976  
before me, the Subscriber, a Notary Public of the State and  
County aforesaid, personally appeared WILLIAM C. RAY, the Presi-  
dent of Chesapeake Homes, Inc., who made oath in due form of  
law that he is authorized to execute this Second Amendment to  
the Declaration for Olde Mill Condominium III on behalf of said  
corporation and acknowledged this document to be the free act and  
deed of said corporation.

WITNESS my hand and Notarial Seal the day and year aforesaid.

NOTARY PUBLIC  
STATE OF MARYLAND  
COUNTY OF BALTIMORE

My commission expires: \_\_\_\_\_

THIRD AMENDMENT TO THE DECLARATION FOR OLDE MILL CONDOMINIUM III ANNE ARUNDEL COUNTY, MARYLAND

THIRD  
AMENDMENT TO THE DECLARATION FOR  
OLDE MILL CONDOMINIUM III  
ANNE ARUNDEL COUNTY, MARYLAND

THIS THIRD AMENDMENT TO DECLARATION (herein called this "Third Amendment"), made this 9<sup>th</sup> day of November, 1976, by Chesapeake Homes, Inc., a Maryland corporation, (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, the Developer has previously executed a Declaration entitled "Declaration for Olde Mill Condominium III", which was recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2891, Page 1 et seq. (the "Declaration"), together with a Condominium Plat entitled "Condominium Plat for Olde Mill Condominium III, Phase I" with respect to the building constructed in Phase I of the property shown on said Condominium Plat; said Condominium Plat being recorded among the Plat Records of Anne Arundel County in Condominium Plat Book 7, Page 13 et seq.; and

WHEREAS, as contemplated in accordance with the provisions of the Declaration, the Developer has completed construction of 1 additional building in Phase 4 of the property as shown on the aforesaid Condominium Plat and now desires to add the land and said 1 additional building contained in Phase 4 to the Condominium Regime established pursuant to the Declaration;

NOW, THEREFORE, for the purposes aforesaid, the Developer does hereby state and declare as follows:

1. Submission of Additional Property to the Regime. The Developer desires to and does hereby submit to the Regime established under the Declaration all that certain lot or parcel of land located in the Third Election District of Anne Arundel County, Maryland, and being designated as "Phase 4" on that certain plat entitled "Third Supplemental Condominium Plat for Olde Mill Condominium III, Phase 4", and recorded among the Plat Records of Anne Arundel County, Maryland, contemporaneously with this Third Amendment to the Declaration (the "Third Supplemental Condominium Plat"), together with 1 building constructed thereon containing eight (8) Condominium Units and all

CARDIN AND  
WENSTEN PA  
ATTORNEYS AT LAW  
BALTIMORE, MD 21201

TELEPHONE

1976. 15 18:00

CLERK

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other improvements thereon and all rights, privileges and appurtenances thereto belonging or in anyway appertaining (hereinafter referred to as the "Phase 4 Property");

SUBJECT, HOWEVER TO, and entitled to the benefit of all statements and conditions set forth in the Third Supplemental Condominium Plat, and easements and rights-of-way shown thereon and on that certain plat entitled "Village of Olde Mill - Section 6", recorded among the Plat Records of Anne Arundel County in Liber 55, Page 43, (the "Subdivision Plat").

2. Effect of Amendment and Adding of Additional Property to the Regime. As provided in the Declaration, upon the recording of this Third Amendment to the Declaration, the "Phase 4 Property" submitted hereby and the "Phases 1, 2 and 3 Property", previously submitted as aforesaid, shall be and constitute one and the same Condominium Regime, subject to and in accordance with the terms and provisions of the Declaration.

Without limiting the foregoing, each owner of a Condominium Unit in said Regime, as the same was constituted prior to the recordation of this Third Amendment (and the mortgagee or beneficiary of any mortgage or deed of trust on such unit, as its interest appears) shall have and be vested with an undivided interest in the Common Elements in the Additional Phase added hereby, such interest to be in proportion to the Percentage Interests as set forth in Paragraph 6 and Exhibit 2 of the Declaration and applicable as therein provided to the Regime, after the addition of the phase submitted hereby.

As provided in Paragraph 6 and Exhibit 2 of the Declaration, the Percentage Interests in the Common Expenses and Common Profits and the Percentage Interest in the Common Elements of each Condominium Unit in the Regime comprised of Phases 1, 2, 3 and 4 following the recordation of this Third Amendment shall be 1/27. Such Percentage Interests as established pursuant to said Paragraph 6 and Exhibit 2 of the Declaration and confirmed hereby shall determine the Percentage Interest of each Unit Owner, from time to time, in the Common Elements, the Common Expenses and the Common Profits of the Condominium as more fully provided in the Declaration, the By-Laws and by applicable law. Each Unit Owner in Phase 4 shall have one (1) vote in the Council of Unit Owners as provided in Paragraph 13 of the Declaration.

3. Definitions. All terms used herein shall have the meanings specified in the Declaration.

MM:D2:11/5/76  
TAD-OMC.III

181-2107-1001

IN WITNESS WHEREOF, the Developer has caused this Third Amendment to the Declaration to be executed on its behalf on the date first above written.

ATTEST:

CHESAPEAKE HOMES, INC.

Lois A. Siner, Secretary Ass't.

BY: William C. Ray, President (SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this \_\_\_\_\_ day of \_\_\_\_\_, 1976, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared William C. Ray, the President of Chesapeake Homes, Inc., who made oath in due form of law that he is authorized to execute this Third Amendment to the Declaration for Old Mill Condominium III on behalf of said corporation and acknowledge this document to be the free act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year aforesaid.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires:

\_\_\_\_\_

CARDIN AND  
WEBSTER P.A.  
ATTORNEYS AT LAW  
1000 EAST BALTIMORE  
BALTIMORE, MARYLAND  
TELEPHONE 333-1111

Mailed to: \_\_\_\_\_

(9112:11) 1976

FOURTH  
AMENDMENT TO THE DECLARATION FOR  
OLDE MILL CONDOMINIUM III  
ANNE ARUNDEL COUNTY, MARYLAND

THIS FOURTH AMENDMENT TO DECLARATION (hereinafter called this "Fourth Amendment"), made this 6th day of December, 1976, by Chesapeake Homes, Inc., a Maryland corporation, (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, the Developer has previously executed a Declaration entitled "Declaration for Olde Mill Condominium III", which was recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2891, page 1 et seq. (the "Declaration"), together with a Condominium Plat entitled "Condominium Plat for Olde Mill Condominium III, Phase I" with respect to the building constructed in Phase I of the property shown on said Condominium Plat; said Condominium Plat being recorded among the Plat Records of Anne Arundel County, Maryland in Condominium Plat Book 7, page 13 et seq.; and

WHEREAS, as contemplated in accordance with the provisions of the Declaration, the Developer has completed construction of 1 additional building in Phase 5 of the property as shown on the aforesaid Condominium Plat and now desires to add the land and said 1 additional building contained in Phase 5 to the Condominium Regime established pursuant to the Declaration;

NOW, THEREFORE, for the purposes aforesaid, the Developer does hereby state and declare as follows:

1. Submission of Additional Property to the Regime. The Developer desires to and does hereby submit to the Regime established under the Declaration all that certain lot or parcel of land located in the Third Election District of Anne Arundel County, Maryland, and being designated as "Phase 5" on that certain plat entitled "Fourth Supplemental Condominium Plat for Olde Mill Condominium III, Phase 5", and recorded among the Plat Records of Anne Arundel County, Maryland, contemporaneously with this Fourth Amendment to the Declaration together with 1 building constructed thereon containing eight (8) Condominium Units and all other improvements thereon and all

CARDIN...  
WEDNESDAY...  
BALTIMORE...

REC 73-76 A 22400C \*\*\*\*\*9.50

1976

CLERK

7.5



SUBJECT, HOWEVER TO, and entitled to the benefit of all statements and conditions set forth in the Fourteenth Supplemental Condominium Plat, and easements and rights-of-way shown thereon and on that certain plat entitled "Village of Olde Mill - Section 6", recorded among the Plat Records of Anne Arundel County in Liber 55, page 43, (the "Subdivision Plat").

2. Effect of Amendment and Adding of Additional Property to the Regime.

As provided in the Declaration, upon the recording of this Fourteenth Amendment to the Declaration, the "Phase 15 Property" submitted hereby and the "Phases 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 Property", previously submitted as aforesaid, shall be and constitute one and the same Condominium Regime, subject to and in accordance with the terms and provisions of the Declaration.

Without limiting the foregoing, each owner of a Condominium Unit in said Regime, as the same was constituted prior to the recordation of this Fourteenth Amendment (and the mortgagee or beneficiary of any mortgage or deed of trust on such unit, as its interest appears) shall have and be vested with an undivided interest in the Common Elements in the Additional Phase added hereby, such interest to be in proportion to the Percentage Interests as set forth in Paragraph 6 and Exhibit 2 of the Declaration and applicable as therein provided to the Regime, after the addition of the phase submitted hereby.

As provided in Paragraph 6 and Exhibit 2 of the Declaration, the Percentage Interests in the Common Expenses and Common Profits and the Percentage Interests in the Common Elements of each Condominium Unit in the Regime comprised of Phases 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 following the recordation of this Fourteenth Amendment shall be 1/10's. Such Percentage Interests as established pursuant to said Paragraph 6 and Exhibit 2 of the Declaration as confirmed hereby shall determine the Percentage Interests of each Unit Owner, from time to time, in the Common Elements, the Common Expenses and the Common Profits of the Condominium Regime as more fully provided in the Declaration, the By-Laws and by applicable law. Each Unit Owner in Phase 15 shall have one (1) vote in the Council of Unit Owners as provided in Paragraph 13 of the Declaration.

3. Definitions. All terms used herein shall have the meanings specified in the Declaration.

COPIES OF  
 THIS DOCUMENT  
 ARE ON FILE AT  
 THE OFFICE OF THE  
 CLERK OF THE  
 COURT OF ANNE  
 ARUNDEL COUNTY  
 MARYLAND

IN WITNESS WHEREOF, the Developer has caused this Fourteenth Amendment to the Declaration to be executed on its behalf on the date first above written.

ATTEST:

CHESAPEAKE HOMES, INC.

[Signature]  
SECRETARY

BY: [Signature]  
Vice President

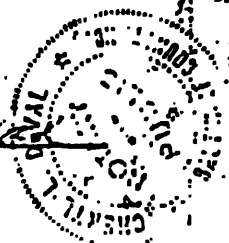


STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 10th day of October, 1977, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared E. L. Sproul the Vice President of Chesapeake Homes, Inc., who made oath in due form of law that he is authorized to execute this Fourteenth Amendment to the Declaration for Olde Mill Condominium III on behalf of said corporation and acknowledged this document to be the free act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year aforesaid.

[Signature]  
NOTARY PUBLIC



My Commission expires:

11/1/78  
MAILED FOR [Signature]

FADING AND  
WEAKNESS OF  
PRINTING  
ON A RECENT COPY OF  
BALTIMORE COUNTY

MM:DI:1/5/77  
FAD-OMCIII

LIB. 2972 787

**FIFTH  
AMENDMENT TO THE DECLARATION FOR  
OLDE MILL CONDOMINIUM III  
ANNE ARUNDEL COUNTY, MARYLAND**

**THIS FIFTH AMENDMENT TO DECLARATION** (hereinafter called this "Fifth Amendment"), made this 7th day of January, 1977, by Chesapeake Homes, Inc., a Maryland corporation, (hereinafter referred to as the "Developer").

**WITNESSETH:**

**WHEREAS**, the Developer has previously executed a Declaration entitled "Declaration for Olde Mill Condominium III", which was recorded among the Land Records of Anne Arundel County, Maryland, in Liber 3891, page 1 et seq. (the "Declaration"), together with a Condominium Plat entitled "Condominium Plat for Olde Mill Condominium III, Phase I" with respect to the building constructed in Phase I of the property shown on said Condominium Plat; said Condominium Plat being recorded among the Plat Records of Anne Arundel County, Maryland in Condominium Plat Book 7, page 13 et seq.; and

**WHEREAS**, as contemplated in accordance with the provisions of the Declaration, the Developer has completed construction of 1 additional building in Phase 6 of the property as shown on the aforesaid Condominium Plat and now desires to add the land and said 1 additional building contained in Phase 6 to the Condominium Regime established by the Declaration;

05600000 by JH  
02-28-77

**NOW, THEREFORE**, for the purposes aforesaid, the Developer does hereby state and declare as follows:

**1. Submission of Additional Property to the Regime:** The Developer desires to and does hereby submit to the Regime established under the Declaration all that certain lot or parcel of land located in the Third Election District of Anne Arundel County, Maryland, and being designated as "Phase 6" on that certain plat entitled "Fifth Supplemental Condominium Plat for Olde Mill Condominium III, Phase 6", and recorded among the Plat Records of Anne Arundel County, Maryland, contemporaneously with this Fifth Amendment to the Declaration, together with 1 building constructed thereon containing Five (5) Condominium Units and all other improvements thereon and all rights,

CARDIN and  
WENTZEL P.A.  
ATTORNEYS AT LAW  
1000 101  
1010 Constitution Blvd  
Annapolis, MD 21401  
Telephone (301) 260-7411

Handwritten initials or signature

privileges and appurtenances thereto, belonging or in any way appertaining (hereinafter referred to as the "Phase 5 Property");

SUBJECT, HOWEVER TO, and entitled to the benefit of all statements and conditions set forth in the Fifth Supplemental Condominium Plat, and easements and rights-of-way shown thereon and on that certain plat entitled "Village of Olde Mill - Section 6", recorded among the Plat Records of Anne Arundel County in Liber 55, page 43, (the "Subdivision Plat").

2. Effect of Amendment and Adding of Additional Property to the Regime.

As provided in the Declaration, upon the recording of this Fifth Amendment to the Declaration, the "Phase 6 Property" submitted hereby and the "Phases 1, 2, 3, 4 and 5 Property", previously submitted as aforesaid, shall be and constitute one and the same Condominium Regime, subject to and in accordance with the terms and provisions of the Declaration.

Without limiting the foregoing, each owner of a Condominium Unit in said Regime, as the same was constituted prior to the recording of this Fifth Amendment (and the mortgages or beneficiary of any mortgage or deed of trust on such unit, as its interest appears) shall have and be vested with an undivided interest in the Common Elements in the Additional Phase added hereby, such interest to be in proportion to the Percentage Interests as set forth in Paragraph 6 and Exhibit 2 of the Declaration and applicable as therein provided to the Regime, after the addition of the phase submitted hereby.

As provided in Paragraph 6 and Exhibit 2 of the Declaration, the Percentage Interests in the Common Expenses and Common Profits and the Percentage Interests in the Common Elements of each Condominium Unit in the Regime comprised of Phases 1, 2, 3, 4, 5 and 6 following the recording of this Fifth Amendment shall be 1/40. Such Percentage Interests as established pursuant to said Paragraph 6 and Exhibit 2 of the Declaration and confirmed hereby shall determine the Percentage Interests of each Unit Owner, from time to time, in the Common Elements, the Common Expenses and the Common Profits of the Condominium Regime as more fully provided in the Declaration, the By-Laws and by applicable law. Each Unit Owner in Phase 6 shall have one (1) vote in the Council of Unit Owners as provided in Paragraph 13 of the Declaration.

CARDON AND  
WEINSTEIN, P.A.  
ATTORNEYS AT LAW  
1015 101  
SUITE 200  
BETHESDA, MD 20814  
Tel: 301-291-1100

171-2032-185

3. Definitions. All terms used herein shall have the meanings specified in the Declaration.

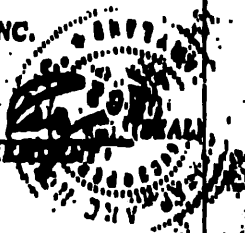
IN WITNESS WHEREOF, the Developer has caused this Fifth Amendment to the Declaration to be executed on its behalf on the date first above written.

ATTEST:

CHESAPEAKE HOMES, INC.

*Lois A. Miner*  
LOIS A. MINER, SECRETARY

BY: *William C. Ray*  
WILLIAM C. RAY, PRESIDENT



STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 7th day of January, 1977, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared William C. Ray, the President of Chesapeake Homes, Inc., who made oath in due form of law that he is authorized to execute this Fifth Amendment to the Declaration for Old Mill Condominium III on behalf of said corporation and acknowledged this document to be the free act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year aforesaid.

*Lois A. Miner*  
NOTARY PUBLIC

My Commission expires:

7/1/78

Witness to: *Chesapeake Homes, Inc.*

MM:DI:2/10/77

SAL-OMCIII

LIBER 2547 IND 272

SIXTH  
AMENDMENT TO THE DECLARATION FOR  
OLDE MILL CONDOMINIUM III  
ANNE ARUNDEL COUNTY, MARYLAND

THIS SIXTH AMENDMENT TO DECLARATION (hereinafter called this "Sixth Amendment"), made this 24<sup>th</sup> day of March, 1977, by Chesapeake Homes, Inc., a Maryland corporation, (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, the Developer has previously executed a Declaration entitled "Declaration for Olde Mill Condominium III", which was recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2891, page 1 et seq. (the "Declaration"), together with a Condominium Plat entitled "Condominium Plat for Olde Mill Condominium III, Phase I" with respect to the building constructed in Phase I of the property shown on said Condominium Plat; said Condominium Plat being recorded among the Plat Records of Anne Arundel County, Maryland in Condominium Plat Book 7, page 13 et seq.; and

WHEREAS, as contemplated in accordance with the provisions of the Declaration, the Developer has completed construction of 1 additional building in Phase 7 of the property as shown on the aforesaid Condominium Plat and now desires to add the land and said 1 additional building contained in Phase 7 to the Condominium Regime established pursuant to the Declaration;

NOW, THEREFORE, for the purposes aforesaid, the Developer does hereby state and declare as follows:

1. Submission of Additional Property to the Regime. The Developer desires to and does hereby submit to the Regime established under the Declaration all that certain lot or parcel of land located in the Third Election District of Anne Arundel County, Maryland, and being designated as "Phase 7" on that certain plat entitled "Sixth Supplemental Condominium Plat for Olde Mill Condominium III, Phase 7", and recorded among the Plat Records of Anne Arundel County, Maryland, contemporaneously with this Sixth Amendment to the Declaration together with 1 building constructed thereon containing seven (7) Condominium Units and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in anyway appertaining (hereinafter referred to as the "Phase 7 Property");

CARDIN AND  
WEINSTEIN, P.A.  
ATTORNEYS AT LAW  
IN MD  
2015  
Baltimore, MD 21210  
Telephone (410) 234-7211

R. J.  
CLARK

J. GARRETT LARU

11-77 A 220500\*\*\*\*\*3.50

SUBJECT, HOWEVER TO, and entitled to the benefit of all statements and conditions set forth in the Sixth Supplemental Condominium Plat, and easements and rights-of-way shown thereon and on that certain plat entitled "Village of Olde Mill - Section 6", recorded among the Plat Records of Anne Arundel County in Liber 55, page 43, (the "Subdivision Plat").

**2. Effect of Amendment and Adding of Additional Property to the Regime.**

As provided in the Declaration, upon the recording of this Sixth Amendment to the Declaration, the "Phase 7 Property" submitted hereby and the "Phases 1, 2, 3, 4, 5 and 6 Property", previously submitted as aforesaid, shall be and constitute one and the same Condominium Regime, subject to and in accordance with the terms and provisions of the Declaration.

Without limiting the foregoing, each owner of a Condominium Unit in said Regime, as the same was constituted prior to the recordation of this Sixth Amendment (and the mortgagee or beneficiary of any mortgage or deed of trust on such unit, as its interest appears) shall have and be vested with an undivided interest in the Common Elements in the Additional Phase added hereby, such interest to be in proportion to the Percentage Interests as set forth in Paragraph 6 and Exhibit 2 of the Declaration and applicable as therein provided to the Regime, after the addition of the phase submitted hereby.

As provided in Paragraph 6 and Exhibit 2 of the Declaration, the Percentage Interests in the Common Expenses and Common Profits and the Percentage Interests in the Common Elements of each Condominium Unit in the Regime comprised of Phases 1, 2, 3, 4, 5, 6 and 7 following the recordation of this Sixth Amendment shall be 1/47. Such Percentage Interests as established pursuant to said Paragraph 6 and Exhibit 2 of the Declaration and confirmed hereby shall determine the Percentage Interests of each Unit Owner, from time to time, in the Common Elements, the Common Expenses and the Common Profits of the Condominium Regime as more fully provided in the Declaration, the By-Laws and by applicable law. Each Unit Owner in Phase 7 shall have one (1) vote in the Council of Unit Owners as provided in Paragraph 13 of the Declaration.

**3. Definitions.** All terms used herein shall have the meanings specified in the Declaration.

CARDIN and  
WEINSTEIN, P.A.  
ATTORNEYS AT LAW  
SUITE 201

6015 BOSTWICK ROAD  
BALTIMORE, MD 21219

TELEPHONE (301) 350-7411

MM:DI:2/ 7/77  
SAD-OMCIII

REC-2947 PAGE 274

IN WITNESS WHEREOF, the Developer has caused this Sixth Amendment to the Declaration to be executed on its behalf on the date first above written.

ATTEST:

CHESAPEAKE HOMES, INC.

LOIS A. Siner, SECRETARY

BY: William C. Ray  
WILLIAM C. RAY, PRESIDENT



STATE OF MARYLAND, COUNTY OF BALTIMORE, to witi

I HEREBY CERTIFY, That on this 27th day of March, 1977, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared William C. Ray, the President of Chesapeake Homes, Inc., who made oath in due form of law that he is authorized to execute this Sixth Amendment to the Declaration for Olde Mill Condominium III on behalf of said corporation and acknowledged this document to be the free act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Sandra A. Tomarchio  
NOTARY PUBLIC

My Commission expires:

\_\_\_\_\_

CARDIN AND WEINSTEIN, P.A.  
ATTORNEYS AT LAW

1000 ...  
BALTIMORE, MD 21201  
TELEPHONE (410) 518-7411



MMd 12/10/77

AD-OMCIII

LIB 2953 REG 459

SEVENTH  
AMENDMENT TO THE DECLARATION FOR  
OLDE MILL CONDOMINIUM III  
ANNE ARUNDEL COUNTY, MARYLAND

THIS SEVENTH AMENDMENT TO DECLARATION (hereinafter called this "Seventh Amendment"), made this 24<sup>th</sup> day of March, 1977, by Chesapeake Homes, Inc., a Maryland corporation, (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, the Developer has previously executed a Declaration entitled "Declaration for Olde Mill Condominium III", which was recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2891, page 1 et seq. (the "Declaration"), together with a Condominium Plat entitled "Condominium Plat for Olde Mill Condominium III, Phase 1" with respect to the building constructed in Phase 1 of the property shown on said Condominium Plat; said Condominium Plat being recorded among the Plat Records of Anne Arundel County, Maryland in Condominium Plat Book 7, page 13 et seq.; and

WHEREAS, as contemplated in accordance with the provisions of the Declaration, the Developer has completed construction of 1 additional building in Phase 8 of the property as shown on the aforesaid Condominium Plat and now desires to add the land and said 1 additional building contained in Phase 8 to the Condominium Regime established pursuant to the Declaration;

NOW, THEREFORE, for the purposes aforesaid, the Developer does hereby state and declare as follows:

1. Submission of Additional Property to the Regime. The Developer desires to and does hereby submit to the Regime established under the Declaration all that certain lot or parcel of land located in the Third Election District of Anne Arundel County, Maryland, and being designated as "Phase 8" on that certain plat entitled "Seventh Supplemental Condominium Plat for Olde Mill Condominium III, Phase 8", and recorded among the Plat Records of Anne Arundel County, Maryland, contemporaneously with this Seventh Amendment to the Declaration together with 1 building constructed thereon containing eight (8) Condominium Units and all other improvements thereon and all

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WEINSTEIN, P.A.  
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SUITE 301  
BENTLEYSTOWN ROAD  
BALTIMORE, MD 21218

TELEPHONE (301) 342-7811

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W. GARRETT  
CLE

rights, privileges and appurtenances thereto belonging or in anyway appertaining (hereinafter referred to as the "Phase 8 Property");

SUBJECT, HOWEVER TO, and entitled to the benefit of all statements and conditions set forth in the Seventh Supplemental Condominium Plat, and easements and rights-of-way shown thereon and on that certain plat entitled "Village of Olde Mill - Section 6", recorded among the Plat Records of Anne Arundel County in Liber 55, page 43, (the "Subdivision Plat").

2. Effect of Amendment and Adding of Additional Property to the Regime.

As provided in the Declaration, upon the recording of this Seventh Amendment to the Declaration, the "Phase 8 Property" submitted hereby and the "Phases 1, 2, 3, 4, 5, 6 and 7 Property", previously submitted as aforesaid, shall be and constitute one and the same Condominium Regime, subject to and in accordance with the terms and provisions of the Declaration.

Without limiting the foregoing, each owner of a Condominium Unit in said Regime, as the same was constituted prior to the recordation of this Seventh Amendment (and the mortgagee or beneficiary of any mortgage or deed of trust on such unit, as its interest appears) shall have and be vested with an undivided interest in the Common Elements in the Additional Phase added hereby, such interest to be in proportion to the Percentage Interests as set forth in Paragraph 6 and Exhibit 2 of the Declaration and applicable as therein provided to the Regime, after the addition of the phase submitted hereby.

As provided in Paragraph 6 and Exhibit 2 of the Declaration, the Percentage Interests in the Common Expenses and Common Profits and the Percentage Interests in the Common Elements of each Condominium Unit in the Regime comprised of Phases 1, 2, 3, 4, 5, 6, 7 and 8 following the recordation of this Seventh Amendment shall be 1/55. Such Percentage Interests as established pursuant to said Paragraph 6 and Exhibit 2 of the Declaration and confirmed hereby shall determine the Percentage Interests of each Unit Owner, from time to time, in the Common Elements, the Common Expenses and the Common Profits of the Condominium Regime as more fully provided in the Declaration, the By-Laws and by applicable law. Each Unit Owner in Phase 8 shall have one (1) vote in the Council of Unit Owners as provided in Paragraph 13 of the Declaration.

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LIBER 2953 PAGE 461

3. Definitions. All terms used herein shall have the meanings specified in the Declaration.

IN WITNESS WHEREOF, the Developer has caused this Seventh Amendment to the Declaration to be executed on its behalf on the date first above written.

ATTEST:

CHESAPEAKE HOMES, INC.

LOIS A. Siner, SECRETARY

BY William C. Ray, PRESIDENT



STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 24th day of March, 1977, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared William C. Ray, the President of Chesapeake Homes, Inc., who made oath in due form of law that he is authorized to execute this Seventh Amendment to the Declaration for Olde Mill Condominium III on behalf of said corporation and acknowledged this document to be the free act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Linda L. Tomaski  
NOTARY PUBLIC

My Commission expires:

7/1/78

CARDIN AND WEINSTEIN, P.A.  
ATTORNEYS AT LAW  
SUITE 201  
8818 RIVERSIDE ROAD  
BALT. MD. 21218  
TELEPHONE (301) 250-7411

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LIBER 2562 PAGE 33

EIGHTH  
AMENDMENT TO THE DECLARATION FOR  
OLDE MILL CONDOMINIUM III  
ANNE ARUNDEL COUNTY, MARYLAND

THIS EIGHTH AMENDMENT TO DECLARATION (hereinafter called this "Eighth Amendment"), made this 6<sup>th</sup> day of April, 1977, by Chesapeake Homes, Inc., a Maryland corporation, (hereinafter referred to as the "Developer")

WITNESSETH:

WHEREAS, the Developer has previously executed a Declaration entitled "Declaration for Olde Mill Condominium III", which was recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2891, page 1 et seq. (the "Declaration"), together with a Condominium Plat entitled "Condominium Plat for Olde Mill Condominium III, Phase 1" with respect to the building constructed in Phase 1 of the property shown on said Condominium Plat; said Condominium Plat being recorded among the Plat Records of Anne Arundel County, Maryland in Condominium Plat Records of Anne Arundel County, Maryland in Condominium Plat Records of Anne Arundel County, Maryland in Liber 2891, page 13 et seq.; and

WHEREAS, as contemplated in accordance with the provisions of the Declaration, the Developer has completed construction of 1 additional building in Phase 9 of the property as shown on the aforesaid Condominium Plat and now shown on the Supplemental Condominium Plat for Olde Mill Condominium III, Phase 9, and said 1 additional building contained in Phase 9 to the Declaration issued pursuant to the Declaration;

NOW, THEREFORE, for the purposes aforesaid, the Developer does hereby state and declare as follows:

1. Submission of Additional Property to the Regime. The Developer hereby states and does hereby submit to the Regime established under the Declaration certain lot or parcel of land located in the Third Election District of Anne Arundel County, Maryland, and being designated as "Phase 9" on that certain Supplemental Condominium Plat for Olde Mill Condominium III, Phase 9, and recorded among the Plat Records of Anne Arundel County, Maryland, contemporaneously with this Eighth Amendment to the Declaration together with 1 building constructed thereon.

CARDIN AND  
WEINSTEIN, P.A.  
ATTORNEYS AT LAW  
SUITE 301  
6015 BOWTIE ROAD  
BALTIMORE, MD. 21212  
TELEPHONE (301) 254-7411



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W. GARRETT LAF  
CLERK

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containing Five (5) Condominium Units and all other Improvements thereon and all rights, privileges and appurtenances thereto belonging or in anyway appertaining (hereinafter referred to as the "Phase 9 Property")

SUBJECT, HOWEVER TO, and entitled to the benefit of all statements and conditions set forth in the Eighth Supplemental Condominium Plat, and easements and rights-of-way shown thereon and on that certain plat entitled "Village of Olde Mill - Section 6", recorded among the Plat Records of Anne Arundel County in Liber 55, page 43, (the "Subdivision Plat").

2. Effect of Amendment and Adding of Additional Property to the Regime.

As provided in the Declaration, upon the recording of this Eighth Amendment to the Declaration, the "Phase 9 Property" submitted hereby and the "Phases 1, 2, 3, 4, 5, 6, 7 and 8 Property", previously submitted as aforesaid, shall be and constitute one and the same Condominium Regime, subject to and in accordance with the terms and provisions of the Declaration.

Without limiting the foregoing, each owner of a Condominium Unit in said Regime, as the same was constituted prior to the recordation of this Eighth Amendment (and the mortgagee or beneficiary of any mortgage or deed of trust on such unit, as its interest appears) shall have and be vested with an undivided interest in the Common Elements in the Additional Phase added hereby, such interest to be in proportion to the Percentage Interests as set forth in Paragraph 6 and Exhibit 2 of the Declaration and applicable as therein provided to the Regime, after the addition of the phase submitted hereby.

As provided in Paragraph 6 and Exhibit 2 of the Declaration, the Percentage Interests in the Common Expenses and Common Profits and the Percentage Interests in the Common Elements of each Condominium Unit in the Regime comprised of Phases 1, 2, 3, 4, 5, 6, 7, 8 and 9 following the recordation of this Eighth Amendment shall be 1/60. Such Percentage Interests as established pursuant to said Paragraph 6 and Exhibit 2 of the Declaration and confirmed hereby shall determine the Percentage Interests of each Unit Owner, from time to time, in the Common Elements, the Common Expenses and the Common Profits of the Condominium Regime as more fully provided in the Declaration, the By-Laws and by applicable law. Each Unit Owner in Phase 9 shall have one (1) vote in the Council of Unit Owners as provided in Paragraph 13 of the Declaration.

CARDIN AND WEINSTEIN, P.A. ATTORNEYS AT LAW  
SUITE 301  
1001 EASTOWN ROAD  
BALTIMORE, MD 21213  
PHONE (301) 528-7411


3. Definitions. All terms used herein shall have the meanings specified in the Declaration.

IN WITNESS WHEREOF, the Developer has caused this Eighth Amendment to the Declaration to be executed on its behalf on the date first above written.

ATTEST:

CHESAPEAKE HOMES, INC.

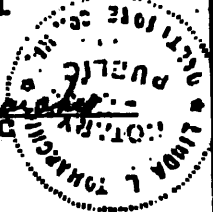
*Lois A. Siner*  
LOIS A. SINER, SECRETARY  
Asst

BY: *William C. Ray*  
WILLIAM C. RAY, PRESIDENT  


STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 6th day of April, 1977, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared William C. Ray, the President of Chesapeake Homes, Inc., who made oath in due form of law that he is authorized to execute this Eighth Amendment to the Declaration for Olde Mill Condominium III on behalf of said corporation and acknowledged this document to be the free act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year aforesaid.

*Linda L. Tompkins*  
NOTARY PUBLIC  


My Commission expires:

7/1/78

13177

LIBER 2868 PAGE 893

NINTH AMENDMENT TO THE DECLARATION FOR OLDE MILL CONDOMINIUM III ANNE ARUNDEL COUNTY, MARYLAND

THIS NINTH AMENDMENT TO DECLARATION (hereinafter called this "Ninth Amendment"), made this 13th day of June, 1977, by Chesapeake Homes, Inc., a Maryland corporation, (hereinafter referred to as the "Developer").

WITNESSETH

WHEREAS, the Developer has previously executed a Declaration of Condominium for Olde Mill Condominium III, which was recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2891, page 1 et seq. (the "Declaration"), together with a Condominium Plat entitled "Condominium Plat for Olde Mill Condominium III, Phase 1" with respect to the building constructed in Phase 1 of the property shown on said Condominium Plat; said Condominium Plat being recorded among the Plat Records of Anne Arundel County, Maryland in Condominium Plat Book 7, page 13 et seq; and

WHEREAS, as contemplated in accordance with the provisions of the Declaration, the Developer has completed construction of 1 additional building in Phase 10 of the property as shown on the aforesaid Condominium Plat and now desires to add the land and said 1 additional building contained in Phase 10 to the Condominium Plan established pursuant to the Declaration;

NOW, THEREFORE, for the purposes aforesaid, the Developer does hereby state and declare as follows:

- 1. Submission of Additional Property to the Regime. The Developer does hereby to and does hereby submit to the Regime established under the Declaration of certain lot or parcel of land located in the Third Election District of Anne Arundel County, Maryland, and being represented as "Phase 10" on the aforesaid Plat and Supplemental Condominium Plat for Olde Mill Condominium III, Phase 1, and among the Plat Records of Anne Arundel County, Maryland, and hereby amends this Ninth Amendment to the Declaration to include said additional building containing Five (5) Condominium Units and all other improvements thereon.

W. GARDNER... 13177...

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10-1-68

2068, ME 894

privileges and appurtenances thereto belonging or in anyway appertaining (hereinafter referred to as the "Phase 10 Property");

SUBJECT, HOWEVER TO, and entitled to the benefit of all statements and conditions set forth in the Ninth Supplemental Condominium Plat, and easements and rights-of-way shown thereon and on that certain plat entitled "Village of Old Mill - Section 6", recorded among the Plat Records of Anne Arundel County in Liber 55, page 43, (the "Subdivision Plat").

2. Effect of Amendment and Adding of Additional Property to the Regime.

As provided in the Declaration, upon the recording of this Ninth Amendment to the Declaration, the "Phase 10 Property" submitted hereby and the "Phase 1, 2, 3, 4, 5, 6, 7, 8, and 9 Property", previously submitted as aforesaid, shall be and constitute one and the same Condominium Regime, subject to and in accordance with the terms and provisions of the Declaration.

Without limiting the foregoing, each owner of a Condominium Unit in said Regime as the same was constituted prior to the recording of this Ninth Amendment (and the mortgagee or beneficiary of any mortgage or deed of trust on such unit, as its interest appears) shall have and be vested with an undivided interest in the Common Elements in the Additional Phase added hereby, such interest to be in proportion to the Percentage Interests as set forth in Paragraph 6 and Exhibit 2 of the Declaration and applicable as therein provided to the Regime, after the addition of the phase submitted hereby.

As provided in Paragraph 6 and Exhibit 2 of the Declaration, the Percentage Interests in the Common Expenses and Common Profits and the Percentage Interests in the Common Elements of each Condominium Unit in the Regime comprised of Phases 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 following the recording of this Ninth Amendment shall be 1/63. Such Percentage Interests as established pursuant to said Paragraph 6 and Exhibit 2 of the Declaration and confirmed hereby shall determine the Percentage of each Unit Owner, from time to time, in the Common Elements, the Common Expenses and the Common Profits of the Condominium Regime as more fully provided in the Declaration, the By-Laws and by applicable law. Each Unit Owner in Phase 10 shall have one (1) vote in the Council of Unit Owners as provided in Paragraph 13 of the Declaration.



UNR 2968 MAR 895

3. Definitions. All terms used herein shall have the meanings specified in the Declaration.

IN WITNESS WHEREOF, the Developer has caused this Ninth Amendment to the Declaration to be executed on its behalf on the date first above written.

ATTEST:

CHESAPEAKE HOMES, INC.

James J. Brown  
Secretary

BY: [Signature]  
[Circular Seal: CHESAPEAKE HOMES, INC.]

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 13 day of June, 1977, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Richard L. Spedal the Vice-President of Chesapeake Homes, Inc., who made oath in due form of law that he is authorized to execute this Ninth Amendment to the Declaration for Olds Mill Condominium III on behalf of said corporation and acknowledged this document to be the free act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Charles J. [Signature]  
NOTARY  
[Circular Seal: CHARLES J. [Signature], BALTIMORE, MARYLAND]

My Commission expires

7/6/78

Mailed to Carlin F. Weinstein

10/10/77  
AD-OMCIII

LIBER 2892 PAGE 302

TENTH  
AMENDMENT TO THE DECLARATION FOR  
OLDE MILL CONDOMINIUM III  
ANNE ARUNDEL COUNTY, MARYLAND

THIS TENTH AMENDMENT TO DECLARATION (hereinafter called this "Tenth Amendment"), made this 15<sup>th</sup> day of July, 1977, by Chesapeake Homes, Inc., a Maryland corporation, (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, the Developer has previously executed a Declaration entitled "Declaration for Olde Mill Condominium III", which was recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2871, page 1 et seq. (the "Declaration"), together with a Condominium Plat entitled "Condominium Plat for Olde Mill Condominium III, Phase 1" with respect to the building constructed in Phase 1 of the property shown on said Condominium Plat; said Condominium Plat being recorded among the Plat Records of Anne Arundel County, Maryland in Condominium Plat Book 7, page 13 et seq.; and

WHEREAS, as contemplated in accordance with the provisions of the Declaration, the Developer has completed construction of 1 additional building in Phase 11 of the property as shown on the aforesaid Condominium Plat and now desires to add the land and said 1 additional building contained in Phase 11 to the Condominium Regime established pursuant to the Declaration;

NOW, THEREFORE, for the purpose aforesaid, the Developer does hereby state and declare as follows:

1. Submission of Additional Property to the Regime. The Developer desires to and does hereby submit to the Regime established under the Declaration all that certain lot or parcel of land located in the Third Election District of Anne Arundel County, Maryland, and being designated as "Phase 11" on that certain plat entitled "Supplemental Condominium Plat for Olde Mill Condominium III, Phase 11", and recorded among the Plat Records of Anne Arundel County, Maryland, and in accordance with this Tenth Amendment to the Declaration together with 1 building containing eight (8) Condominium Units and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining to and hereinafter referred to as the "Phase 11 Property".

Notary Public  
Annapolis, PA  
My Comm. Expires  
1978

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CLERK OF THE COURT

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SUBJECT, HOWEVER TO, and entitled to the benefit of all statements and conditions set forth in the Tenth Supplemental Condominium Plat, and easements and rights-of-way shown thereon and on that certain plat entitled "Village of Old Mill - Section 6", recorded among the Plat Records of Anne Arundel County in Liber 55, page 43, (the "Subdivision Plat").

2. Effect of Amendment and Adding of Additional Property to the Regime.

As provided in the Declaration, upon the recording of this Tenth Amendment to the Declaration, the "Phase 11 Property" submitted hereby and the "Phases 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 Property", previously submitted as aforesaid, shall be and constitute one and the same Condominium Regime, subject to and in accordance with the terms and provisions of the Declaration.

Without limiting the foregoing, each owner of a Condominium Unit in said Regime, as the same was constituted prior to the recording of this Tenth Amendment (and the mortgage or beneficiary of any mortgage or deed of trust on such unit, as its interest appears) shall have and be vested with an undivided interest in the Common Elements in the Additional Phase added hereby, such interest to be in proportion to the Percentage Interests as set forth in Paragraph 6 and Exhibit 2 of the Declaration and applicable as therein provided to the Regime, after the addition of the phase submitted hereby.

As provided in Paragraph 6 and Exhibit 2 of the Declaration, the Percentage Interests in the Common Expenses and Common Profits and the Percentage Interests in the Common Elements of each Condominium Unit in the Regime comprised of Phases 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 following the recording of this Tenth Amendment shall be 1/73. Such Percentage Interests as established pursuant to said Paragraph 6 and Exhibit 2 of the Declaration and confirmed hereby shall determine the Percentage Interests of each Unit Owner, from time to time, in the Common Elements, the Common Expenses and the Common Profits of the Condominium Regime as more fully provided in the Declaration, the By-Laws and by applicable law. Each Unit Owner in Phase 11 shall have one (1) vote in the Council of Unit Owners as provided in Paragraph 13 of the Declaration.

3. Definitions. All terms used herein shall have the meanings specified in the Declaration.

BOOK 2982 PAGE 304

IN WITNESS WHEREOF, the Developer has caused this Tenth Amendment to the Declaration to be executed on its behalf on the date first above written.

ATTEST:

CHESAPEAKE HOMES, INC.

James J. Bomer  
Secretary

BY:

E. L. Sproul  
E. L. Sproul, Vice President



STATE OF MARYLAND, COUNTY OF BALTIMORE, to wits

I HEREBY CERTIFY, That on this 15<sup>th</sup> day of July, 1977, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared E. L. Sproul, the Vice President of Chesapeake Homes, Inc., who made oath in due form of law that he is authorized to execute this Tenth Amendment to the Declaration for Olds Mill Condominium III on behalf of said corporation and acknowledged this document to be the free act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Charles L. DuVal  
NOTARY PUBLIC

My Commission expires 7/1/78

CARDI AND  
WHEATON, P.A.  
ATTORNEYS AT LAW  
SUITE 201  
1000 WASHINGTON BLVD  
BETHESDA, MD. 20814  
PHONE (301) 556-7411



MD: 8/9/77:  
EAD-OMCIII

2003 Plat 323

SUBJECT, HOWEVER TO, and entitled to the benefit of all statements and conditions set forth in the Eleventh Supplemental Condominium Plat, and easements and rights-of-way shown thereon and on that certain plat entitled "Village of Olde Mill - Section 6", recorded among the Plat Records of Anne Arundel County in Liber 55, page 43, (the "Subdivision Plat").

2. Effect of Amendment and Adding of Additional Property to the Regime.

As provided in the Declaration, upon the recording of this Eleventh Amendment to the Declaration, the "Phase 12 Property" submitted hereby and the "Phases 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 Property", previously submitted as aforesaid, shall be and constitute one and the same Condominium Regime, subject to and in accordance with the terms and provisions of the Declaration.

Without limiting the foregoing, each owner of a Condominium Unit in said Regime, as the same was constituted prior to the recordation of this Eleventh Amendment (and the mortgagee or beneficiary of any mortgage or deed of trust on such unit, as its interest appears) shall have and be vested with an undivided interest in the Common Elements in the Additional Phase added hereby, such interest to be in proportion to the Percentage Interests as set forth in Paragraph 6 and Exhibit 2 of the Declaration and applicable as therein provided to the Regime, after the addition of the phase submitted hereby.

As provided in Paragraph 6 and Exhibit 2 of the Declaration, the Percentage Interests in the Common Expenses and Common Profits and the Percentage Interests in the Common Elements of each Condominium Unit in the Regime comprised of Phases 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 following the recordation of this Eleventh Amendment shall be 1/81. Such Percentage Interests as established pursuant to said Paragraph 6 and Exhibit 2 of the Declaration and confirmed hereby shall determine the Percentage Interests of each Unit Owner, from time to time, in the Common Elements, the Common Expenses and the Common Profits of the Condominium Regime as more fully provided in the Declaration, the By-Laws and by applicable law. Each Unit Owner in Phase 12 shall have one (1) vote in the Council of Unit Owners as provided in Paragraph 13 of the Declaration.

3. Definitions. All terms used herein shall have the meanings specified in the Declaration.

MM:8/9/77:  
EAD-OMCIII

2933 324

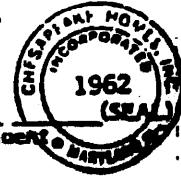
IN WITNESS WHEREOF, the Developer has caused this Eleventh Amendment to the Declaration to be executed on its behalf on the date first above written.

ATTEST:

CHESAPEAKE HOMES, INC.

James J. Benian  
Secretary

BY: E. L. Sproul  
E. L. Sproul, Vice President of Chesapeake Homes, Inc.

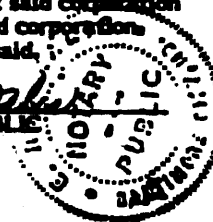


STATE OF MARYLAND, COUNTY OF BALTIMORE, to wits:

I HEREBY CERTIFY, That on this 11 day of August, 1977, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared E. L. Sproul, the Vice President of Chesapeake Homes, Inc., who made oath in due form of law that he is authorized to execute this Eleventh Amendment to the Declaration for Olde Mill Condominium III on behalf of said corporation and acknowledged this document to be the free act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year aforesaid.

E. L. Sproul  
NOTARY PUBLIC



My Commission expires:

7/1/78

MM:8/9/77:  
EAD-ONCIII

293: 325

TWELFTH

AMENDMENT TO THE DECLARATION FOR  
OLDE MILL CONDOMINIUM III  
ANNE ARUNDEL COUNTY, MARYLAND

THIS TWELFTH AMENDMENT TO DECLARATION (hereinafter called this "Twelfth Amendment"), made this 11<sup>th</sup> day of August, 1977, by Chesapeake Homes, Inc., a Maryland corporation, (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, the Developer has previously executed a Declaration entitled "Declaration for Olde Mill Condominium III", which was recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2891, page 1 et seq. (the "Declaration"), together with a Condominium Plat entitled "Condominium Plat for Olde Mill Condominium III, Phase I" with respect to the building constructed in Phase I of the property shown on said Condominium Plat; said Condominium Plat being recorded among the Plat Records of Anne Arundel County, Maryland in Condominium Plat Book 7, page 13 et seq.; and

WHEREAS, as contemplated in accordance with the provisions of the Declaration, the Developer has completed construction of 1 additional building in Phase 13 of the property as shown on the aforesaid Condominium Plat and now desires to add the land and said 1 additional building contained in Phase 13 to the Condominium Regime established pursuant to the Declaration;

001100000226228 Y LL-52 317

NOW, THEREFORE, for the purposes aforesaid, the Developer does hereby state and declare as follows:

1. Submission of Additional Property to the Regime. The Developer desires to and does hereby submit to the Regime established under the Declaration all that certain lot or parcel of land located in the Third Election District of Anne Arundel County, Maryland, and being designated as "Phase 13" on that certain plat entitled "Twelfth Supplemental Condominium Plat for Olde Mill Condominium III, Phase 13", and recorded among the Plat Records of Anne Arundel County, Maryland, contemporaneously with this Twelfth Amendment to the Declaration together with 1 building constructed thereon containing eight (8) Condominium Units and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in anyway appertaining (hereinafter referred to as the "Phase 13 Property");

JARDIN AND  
WEINSTEIN, P.A.  
ATTORNEYS AT LAW  
SUITE 301  
3415 BELMONT ROAD  
BALTIMORE, MD 21218  
TELEPHONE (301) 550-7611

CHESAPEAKE HOMES, INC.

1977 AUG 27 PM 3:31



MM: 8/9/77:  
EAD-UMCIII

TER 2997 Plat 326

SUBJECT, HOWEVER TO, and entitled to the benefit of all statements and conditions set forth in the Twelfth Supplemental Condominium Plat, and easements and rights-of-way shown thereon and on that certain plat entitled "Village of Olde Mill - Section 6", recorded among the Plat Records of Anne Arundel County in Liber 55, page 43, (the "Subdivision Plat").

2. Effect of Amendment and Adding of Additional Property to the Regime.

As provided in the Declaration, upon the recording of this Twelfth Amendment to the Declaration, the "Phase 13 Property" submitted hereby and the "Phases 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 Property", previously submitted as aforesaid, shall be and constitute one and the same Condominium Regime, subject to and in accordance with the terms and provisions of the Declaration.

Without limiting the foregoing, each owner of a Condominium Unit in said Regime, as the same was constituted prior to the recordation of this Twelfth Amendment (and the mortgagee or beneficiary of any mortgage or deed of trust on such unit, as its interest appears) shall have and be vested with an undivided interest in the Common Elements in the Additional Phase added hereby, such interest to be in proportion to the Percentage Interests as set forth in Paragraph 6 and Exhibit 2 of the Declaration and applicable as therein provided to the Regime, after the addition of the phase submitted hereby.

As provided in Paragraph 6 and Exhibit 2 of the Declaration, the Percentage Interests in the Common Expenses and Common Profits and the Percentage Interests in the Common Elements of each Condominium Unit in the Regime comprised of Phases 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 following the recordation of this Twelfth Amendment shall be 1/89. Such Percentage Interests as established pursuant to said Paragraph 6 and Exhibit 2 of the Declaration and confirmed hereby shall determine the Percentage Interests of each Unit Owner, from time to time, in the Common Elements, the Common Expenses and the Common Profits of the Condominium Regime as more fully provided in the Declaration, the By-Laws and by applicable law. Each Unit Owner in Phase 13 shall have one (1) vote in the Council of Unit Owners as provided in Paragraph 13 of the Declaration.

3. Definitions. All terms used herein shall have the meanings specified in the Declaration.

CARDIN AND  
WEINSTEIN, P.A.  
ATTORNEYS AT LAW  
SUITE 301  
6015 BAYVIEW ROAD  
BALTIMORE, MD 21212  
TELEPHONE (301) 350-7411

MEM: 8/9/77:  
EAD-OMCIII

2993 327

ATTEST:

Francis F. Berner  
SECRETARY

CHESAPEAKE HOMES, INC.

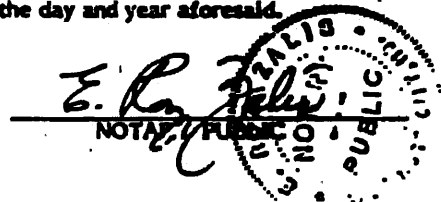
BY: E. L. Sproul  
E. L. Sproul VICE PRESIDENT



STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 11 d. of August, 1977,  
before me, the Subscriber, a Notary Public of the State and County aforesaid, personally  
appeared E. L. Sproul, the Vice President of Chesapeake Homes, Inc., who made oath  
in due form of law that he is authorized to execute this Twelfth Amendment to the  
Declaration for Olde Mill Condominium III on behalf of said corporation and acknowledged  
this document to be the free act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year aforesaid.



My Commission expires:

7/1/78

MM:DI:8/31/77

TAD-OMIII

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THIRTEENTH  
AMENDMENT TO THE DECLARATION FOR  
OLDE MILL CONDOMINIUM III  
ANNE ARUNDEL COUNTY, MARYLAND

THIS THIRTEENTH AMENDMENT TO DECLARATION (hereinafter called this "Thirteenth Amendment"), made this 1<sup>st</sup> day of September, 1977, by Chesapeake Homes, Inc., a Maryland corporation, (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, the Developer has previously executed a Declaration entitled "Declaration for Olde Mill Condominium IIP", which was recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2891, page 1 et seq. (the "Declaration"), together with a Condominium Plat entitled "Condominium Plat for Olde Mill Condominium III, Phase 1" with respect to the building constructed in Phase 1 of the property shown on said Condominium Plat; said Condominium Plat being recorded among the Plat Records of Anne Arundel County, Maryland in Condominium Plat Book 7, page 13 et seq.; and

WHEREAS, as contemplated in accordance with the provisions of the Declaration, the Developer has completed construction of 1 additional building in Phase 14 of the property as shown on the aforesaid Condominium Plat and now desires to add the land and said 1 additional building contained in Phase 14 to the Condominium Regime established pursuant to the Declaration;

NOW, THEREFORE, for the purposes aforesaid, the Developer does hereby state and declare as follows:

1. Submission of Additional Property to the Regime. The Developer desires to and does hereby submit to the Regime established under the Declaration all that certain lot or parcel of land located in the Third Election District of Anne Arundel County, Maryland, and being designated as "Phase 14" on that certain plat entitled "Thirteenth Supplemental Condominium Plat for Olde Mill Condominium III, Phase 14", and recorded among the Plat Records of Anne Arundel County, Maryland, contemporaneously with this Thirteenth Amendment to the Declaration together with 1 building constructed

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WEINSTEIN, P.A.  
ATTORNEYS AT LAW  
SUITE 301  
6015 BENTLEYMAN ROAD  
BALTIMORE, MD 21213  
TELEPHONE (410) 337-741

RECEIVED FOR RECORD  
CIRCUIT COURT OF BALTIMORE COUNTY

1977 SEP 14 AM 9:44

W. GARRETT LARRIMORE  
CLERK

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thereon containing eight (8) Condominium Units and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in anyway appertaining (hereinafter referred to as the "Phase 14 Property");

SUBJECT, HOWEVER TO, and entitled to the benefit of all statements and conditions set forth in the Thirteenth Supplemental Condominium Plat, and easements and rights-of-way shown thereon and on that certain plat entitled "Village of Olde Mill - Section 6", recorded among the Plat Records of Anne Arundel County in Liber 55, page 43, (the "Subdivision Plat").

2. Effect of Amendment and Adding of Additional Property to the Regime.

As provided in the Declaration, upon the recording of this Thirteenth Amendment to the Declaration, the "Phase 14 Property" submitted hereby and the "Phases 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 Property", previously submitted as aforesaid, shall be and constitute one and the same Condominium Regime, subject to and in accordance with the terms and provisions of the Declaration.

Without limiting the foregoing, each owner of a Condominium Unit in said Regime, as the same was constituted prior to the recordation of this Thirteenth Amendment (and the mortgagee or beneficiary of any mortgage or deed of trust on such unit, as its interest appears) shall have and be vested with an undivided interest in the Common Elements in the Additional Phase added hereby, such interest to be in proportion to the Percentage Interests as set forth in Paragraph 6 and Exhibit 2 of the Declaration and applicable as therein provided to the Regime, after the addition of the phase submitted hereby.

As provided in Paragraph 6 and Exhibit 2 of the Declaration, the Percentage Interests in the Common Expenses and Common Profits and the Percentage Interests in the Common Elements of each Condominium Unit in the Regime comprised of Phases 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 following the recordation of this Thirteenth Amendment shall be 1/97. Such Percentage Interests as established pursuant to said Paragraph 6 and Exhibit 2 of the Declaration and confirmed hereby shall determine the Percentage Interests of each Unit Owner, from time to time, in the Common Elements, the Common Expenses and the Common Profits of the Condominium Regime as more fully provided in the Declaration, the By-Laws and by applicable law. Each Unit Owner in Phase 14 shall have one (1) vote in the Council of Unit Owners as provided in Paragraph 13 of the Declaration.

GARDIN AND  
WEINSTEIN P.A.  
ATTORNEYS AT LAW  
1101 ...  
BALTIMORE, MD 21201

1975 3001 1973 688

3. Definitions. All terms used herein shall have the meanings specified in the Declaration.

IN WITNESS WHEREOF, the Developer has caused this Thirteenth Amendment to the Declaration to be executed on its behalf on the date first above written.

ATTEST:

CHESAPEAKE HOMES, INC.

James J. Binn  
SECRETARY

BY: Norman Harris  
PRESIDENT



STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 1<sup>st</sup> day of September, 1977, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Norman Harris, President of Chesapeake Homes, Inc., who made oath in due form of law that he is authorized to execute this Thirteenth Amendment to the Declaration for Olds Mill Condominium III on behalf of said corporation and acknowledged this document to be the free act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Charles J. Decker  
NOTARY PUBLIC



My Commission expires:

7/1/78

Cardin & Weinstein

1977-10-21 PM 101

FOURTEENTH  
AMENDMENT TO THE DECLARATION FOR  
OLDE MILL CONDOMINIUM III  
ANNE ARUNDEL COUNTY, MARYLAND

THIS FOURTEENTH AMENDMENT TO DECLARATION (hereinafter called this "Fourteenth Amendment"), made this 3rd day of October, 1977, by Chesapeake Homes, Inc., a Maryland corporation, (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, the Developer has previously executed a Declaration entitled "Declaration for Olde Mill Condominium III", which was recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2891, page 1 et seq. (the "Declaration"), together with a Condominium Plat entitled "Condominium Plat for Olde Mill Condominium III, Phase I" with respect to the building constructed in Phase I of the property shown on said Condominium Plat; said Condominium Plat being recorded among the Plat Records of Anne Arundel County, Maryland in Condominium Plat Book 7, page 13 et seq.; and

WHEREAS, as contemplated in accordance with the provisions of the Declaration, the Developer has completed construction of 1 additional building in Phase 15 of the property as shown on the aforesaid Condominium Plat and now desires to add the land and said 1 additional building contained in Phase 15 to the Condominium Regime established pursuant to the Declaration;

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NOW, THEREFORE, for the purposes aforesaid, the Developer does hereby state and declare as follows:

1. Submission of Additional Property to the Regime. The Developer desires to and does hereby submit to the Regime established under the Declaration all that certain lot or parcel of land located in the Third Election District of Anne Arundel County, Maryland, and being designated as "Phase 15" on that certain plat entitled "Fourteenth Supplemental Condominium Plat for Olde Mill Condominium III, Phase 15", and recorded among the Plat Records of Anne Arundel County, Maryland, contemporaneously with this Fourteenth Amendment to the Declaration together with 1 building constructed thereon containing eight (8) Condominium Units and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in anyway appertaining (hereinafter referred to as the "Phase 15 Property")

RECORDING OFFICE  
ANNE ARUNDEL COUNTY, MARYLAND  
1977 OCT 21 PM 101

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OCT 21 1977  
P. H. H.

1977-11-22

FIFTEENTH  
AMENDMENT TO THE DECLARATION FOR  
OLDE MILL CONDOMINIUM III  
ANNE ARUNDEL COUNTY, MARYLAND

THIS FIFTEENTH AMENDMENT TO DECLARATION (hereinafter called this  
"Fifteenth Amendment"), made this 22<sup>nd</sup> day of November, 1977, by Ches-  
apeake Homes, Inc., a Maryland corporation, (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, the Developer has previously executed a Declaration entitled "Decla-  
ration for Olde Mill Condominium III", which was recorded among the Land Records  
of Anne Arundel County, Maryland, in Liber 2891, page 1 et seq. (the "Declaration"),  
together with a Condominium Plat entitled "Condominium Plat for Olde Mill Condo-  
minium III, Phase 1" with respect to the building constructed in Phase 1 of the property  
shown on said Condominium Plat; said Condominium Plat being recorded among the  
Plat Records of Anne Arundel County, Maryland in Condominium Plat Book 7, page  
13 et seq.) and

WHEREAS, as contemplated in accordance with the provisions of the Declaration,  
the Developer has completed construction of 1 additional building in Phase 16 of the  
property as shown on the aforesaid Condominium Plat and now desires to add the land  
and said 1 additional building contained in Phase 16 to the Condominium Regime estab-  
lished pursuant to the Declaration;

NOW, THEREFORE, for the purposes aforesaid, the Developer does hereby state  
and declare as follows:

1. Submission of Additional Property to the Regime The Developer desires  
to and does hereby submit to the Regime established under the Declaration all that  
certain lot or parcel of land located in the Third Election District of Anne Arundel  
County, Maryland, and being designated as "Phase 16" on that certain plat entitled "Fif-  
teenth Supplemental Condominium Plat for Olde Mill Condominium III, Phase 16", and  
recorded among the Plat Records of Anne Arundel County, Maryland, contemporaneously  
with this Fifteenth Amendment to the Declaration together with 1 building constructed  
thereon containing eight (8) Condominium Units and all other improvements thereon

CARDIN AND  
WHEATON, P.A.  
ATTORNEYS AT LAW  
SUITE 201  
5010 BRIDGEWAY ROAD  
DUBLIN, MD. 21046  
TELEPHONE 410-261-2222

130

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and all rights, privileges and appurtenances thereto belonging or in anyway appertaining (hereinafter referred to as the "Phase 16 Property");

SUBJECT, HOWEVER TO, and entitled to the benefit of all statements and conditions set forth in the Fifteenth Supplemental Condominium Plat, and easements and rights-of-way shown thereon and on that certain plat entitled "Village of Olde Mill - Section 6", recorded among the Plat Records of Anne Arundel County in Liber 55, page 43, (the "Subdivision Plat").

2. Effect of Amendment and Adding of Additional Property to the Regime.

As provided in the Declaration, upon the recording of this Fifteenth Amendment to the Declaration, the "Phase 16 Property" submitted hereby and the "Phases 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 Property", previously submitted as aforesaid, shall be and constitute one and the same Condominium Regime, subject to and in accordance with the terms and provisions of the Declaration.

Without limiting the foregoing, each owner of a Condominium Unit in said Regime, as the same was constituted prior to the recording of this Fifteenth Amendment (and the mortgagee or beneficiary of any mortgage or deed of trust on such unit, as its interest appears) shall have and be vested with an undivided interest in the Common Elements in the Additional Phase added hereby, such interest to be in proportion to the Percentage Interests as set forth in Paragraph 6 and Exhibit 2 of the Declaration and applicable as therein provided to the Regime, after the addition of the phase submitted hereby.

As provided in Paragraph 6 and Exhibit 2 of the Declaration, the Percentage Interests in the Common Expenses and Common Profits and the Percentage Interests in the Common Elements of each Condominium Unit in the Regime comprised of Phases 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 following the recording of this Fifteenth Amendment shall be 1/113. Such Percentage Interests as established pursuant to said Paragraph 6 and Exhibit 2 of the Declaration and confirmed hereby shall determine the Percentage Interests of each Unit Owner, from time to time, in the Common Elements, the Common Expenses and the Common Profits of the Condominium Regime as more fully provided in the Declaration, the By-Laws and by applicable law. Each Unit Owner in Phase 16 shall have one (1) vote in the Council of Unit Owners as provided in Paragraph 13 of the Declaration.

CARDIN and  
WINGSTEIN, P.A.  
ATTORNEYS AT LAW  
ONE 801  
EAST BROADWAY SUITE 2000  
BALTIMORE, MD 21202  
TELEPHONE (410) 528-7011



3. Definitions. All terms used herein shall have the meanings specified in the Declaration.

IN WITNESS WHEREOF, the Developer has caused this Fifteenth Amendment to the Declaration to be executed on its behalf on the date first above written.

ATTEST: CHESAPEAKE HOMES, INC.

*David B. [Signature]*  
SECRETARY

BY: *[Signature]* (SEAL)  
PRESIDENT

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 22 day of November 1977, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Norman L. Harwood, the President of Chesapeake Homes, Inc., who made oath in due form of law that he is authorized to execute this Fifteenth Amendment to the Declaration for Old Mill Condominium III on behalf of said corporation and acknowledged this document to be the free act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year aforesaid.

*[Signature]*  
NOTARY PUBLIC  
BALTIMORE, MARYLAND

My Commission expires:  
7/1/78

1032 11/23

SIXTEENTH  
AMENDMENT TO THE DECLARATION FOR  
OLDE MILL CONDOMINIUM III  
ANNE ARUNDEL COUNTY, MARYLAND

THIS SIXTEENTH AMENDMENT TO DECLARATION (hereinafter called this "Sixteenth Amendment"), made this 22<sup>nd</sup> day of November, 1977, by Chesapeake Homes, Inc., a Maryland corporation, (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, the Developer has previously executed a Declaration entitled "Declaration for Olde Mill Condominium III", which was recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2891, page 1 et seq. (the "Declaration"), together with a Condominium Plat entitled "Condominium Plat for Olde Mill Condominium III, Phase 1" with respect to the building constructed in Phase 1 of the property shown on said Condominium Plat; said Condominium Plat being recorded among the Plat Records of Anne Arundel County, Maryland in Condominium Plat Book 7, page 13 et seq.; and

WHEREAS, as contemplated in accordance with the provisions of the Declaration the Developer has completed construction of 1 additional building in Phase 17 of the property as shown on the aforesaid Condominium Plat and now desires to add the land and said 1 additional building contained in Phase 17 to the Condominium Regime established pursuant to the Declaration;

NOW, THEREFORE, for the purposes aforesaid, the Developer does hereby state and declare as follows:

1. Submission of Additional Property to the Regime. The Developer desires to and does hereby submit to the Regime established by the Declaration all that certain lot or parcel of land located in the Third Election District of Anne Arundel County, Maryland, and being designated as "Phase 17" on that certain plat entitled "Sixteenth Supplemental Condominium Plat for Olde Mill Condominium III, Phase 17", and recorded among the Plat Records of Anne Arundel County, Maryland, contemporaneously with this Sixteenth Amendment to the Declaration together with 1 building constructed thereon containing eight (8) Condominium Units and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in anyway appertaining hereinafter referred to as the "Phase 17 Property".

130

CARDON and  
WENSTEIN, P.A.  
ATTORNEYS AT LAW  
1415 14th Street, N.W.  
Washington, D.C. 20004  
Telephone (202) 338-2001

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1032 441.824

SUBJECT, HOWEVER TO, and entitled to the benefit of all statements and conditions set forth in the Sixteenth Supplemental Condominium Plat, and easements and rights-of-way shown thereon and on that certain plat entitled "Village of Olde Mill - Section 6", recorded among the Plat Records of Anne Arundel County in Liber 55, page 43, (the "Subdivision Plat").

2. Effect of Amendment and Adding of Additional Property to the Regime.

As provided in the Declaration, upon the recording of this Sixteenth Amendment to the Declaration, the "Phase 17 Property" submitted hereby and the "Phases 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Property", previously submitted as aforesaid, shall be and constitute one and the same Condominium Regime, subject to and in accordance with the terms and provisions of the Declaration.

Without limiting the foregoing, each owner of a Condominium Unit in said Regime as the same was constituted prior to the recordation of this Sixteenth Amendment (and the mortgagee or beneficiary of any mortgage or deed of trust on such unit, as its interest appears) shall have and be vested with an undivided interest in the Common Elements in the Additional Phase added hereby, such interest to be in proportion to the Percentage Interests as set forth in Paragraph 6 and Exhibit 2 of the Declaration and applicable as therein provided to the Regime, after the addition of the phase submitted hereby.

As provided in Paragraph 6 and Exhibit 2 of the Declaration, the Percentage Interests in the Common Expenses and Common Profits and the Percentage Interests in the Common Elements of each Condominium Unit in the Regime comprised of Phases 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 following the recordation of this Sixteenth Amendment shall be 1/121. Such Percentage Interests as established pursuant to said Paragraph 6 and Exhibit 2 of the Declaration and confirmed hereby shall determine the Percentage Interests of each Unit Owner, from time to time, in the Common Elements, the Common Expenses and the Common Profits of the Condominium Regime as more fully provided in the Declaration, the By-Laws and by applicable law. Each Unit Owner in Phase 17 shall have one (1) vote in the Council of Unit Owners as provided in Paragraph 13 of the Declaration.

3. Definitions. All terms used herein shall have the meanings specified in the Declaration.

CAROLIN AND  
WENSTEN, P.A.  
ATTORNEYS AT LAW  
1010  
2010  
BALTIMORE, MD 21201  
Telephone (301) 260-7611

IN WITNESS WHEREOF, the Developer has caused this Sixteenth Amendment to the Declaration to be executed on its behalf on the date first above written.

ATTEST:

CHESAPEAKE HOMES, INC.

*David J. Carey*  
SECRETARY

BY *Thomas J. Herri* (SEAL)  
PRESIDENT

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this *22* day of *November*, 1977, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared *Thomas J. Herri*, the President of Chesapeake Homes, Inc., who made oath in due form of law that he is authorized to execute this Sixteenth Amendment to the Declaration for Olde Mill Condominium III on behalf of said corporation and acknowledged this document to be the free act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year aforesaid.

*E. G. [Signature]*  
NOTARY PUBLIC  
BALTIMORE, MARYLAND

My Commission expires

1/1/78

CARDER and  
WENTWELL, P.A.  
ATTORNEYS AT LAW  
1000 501  
6010 KENNEDY BLVD  
BALTIMORE, MD 21208  
TELEPHONE 333-1100 FAX 333-1101

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SEVENTEENTH  
AMENDMENT TO THE DECLARATION FOR  
OLDE MILL CONDOMINIUM III  
ANNE ARUNDEL COUNTY, MARYLAND

THE SEVENTEENTH AMENDMENT TO DECLARATION (hereinafter called  
the "Seventeenth Amendment"); made this 14<sup>th</sup> day of December,  
1977, by Chesapeake Homes, Inc., a Maryland corporation, (hereinafter referred to  
as the "Developer").

WITNESSETH:

WHEREAS, the Developer has previously executed a Declaration  
of Condominium for Olde Mill Condominium III, which was recorded among the Plat Records  
of Anne Arundel County, Maryland, in Liber 2891, page 1 et seq. (the "Declaration"),  
together with a Condominium Plat entitled "Condominium Plat for Olde Mill Condo-  
minium III, Phase I" with respect to the building constructed in Phase I  
as shown on said Condominium Plat; said Condominium Plat being recorded among the  
Plat Records of Anne Arundel County, Maryland in Condominium Plat Book 7, page  
13 et seq.; and

WHEREAS, as contemplated in accordance with the provisions of the Declaration,  
the Developer has completed construction of 1 additional building in Phase 18 of the  
property as shown on the aforesaid Condominium Plat and now desires to add the land  
and said 1 additional building contained in Phase 18 to the Condominium Regime estab-  
lished pursuant to the Declaration;

NOW, THEREFORE, for the purposes aforesaid, the Developer does hereby state  
and declare as follows:

1. Submission of Additional Property to the Regime. The Developer desires  
to and does hereby submit to the Regime established under the Declaration all that  
certain lot or parcel of land located in the Third Election District of Anne Arundel  
County, Maryland, and being designated as "Phase 18" on that certain plat entitled "Seven-  
teenth Supplemental Condominium Plat for Olde Mill Condominium III, Phase 18", and  
recorded among the Plat Records of Anne Arundel County, Maryland, contemporaneously  
with this Seventeenth Amendment to the Declaration together with 1 building construc-  
ted thereon containing eight (8) Condominium Units and all other improvements thereon

CARDIN and  
DEWITT, P.A.  
ATTORNEYS AT LAW  
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and all rights, privileges and appurtenances thereto belonging or in anyway appertaining (hereinafter referred to as the "Phase 18 Property");

SUBJECT, HOWEVER TO, and entitled to the benefit of all statements and conditions set forth in the Seventeenth Supplemental Condominium Plat, and easements and rights-of-way shown thereon and on that certain plat entitled "Village of Olde Mill - Section 6", recorded among the Plat Records of Anne Arundel County in Liber 53, page 43, (the "Subdivision Plat").

2. Effect of Amendment and Adding of Additional Property to the Regime.

As provided in the Declaration, upon the recording of this Seventeenth Amendment to the Declaration, the "Phase 18 Property" submitted hereby and the "Phases 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 Property", previously submitted as aforesaid, shall be and constitute one and the same Condominium Regime, subject to and in accordance with the terms and provisions of the Declaration.

Without limiting the foregoing, each owner of a Condominium Unit in said Regime as the same was constituted prior to the recordation of this Seventeenth Amendment (and the mortgagee or beneficiary of any mortgage or trust on such unit, as its interest appears) shall have and be vested with an undivided interest in the Common Elements in the Additional Phase added hereby, such interest to be in proportion to the Percentage Interests as set forth in Paragraph 6 and Exhibit 2 of the Declaration and applicable as therein provided to the Regime, after the addition of the phase submitted hereby.

As provided in Paragraph 6 and Exhibit 2 of the Declaration, the Percentage Interests in the Common Expenses and Common Profits and the Percentage Interests in the Common Elements of each Condominium Unit in the Regime comprised of Phases 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18 following the recordation of this Seventeenth Amendment shall be 1/129. Such Percentage Interests as established pursuant to said Paragraph 6 and Exhibit 2 of the Declaration and confirmed hereby shall determine the Percentage Interests of each Unit Owner, from time to time, in the Common Elements, the Common Expenses and the Common Profits of the Condominium Regime as more fully provided in the Declaration, the By-Laws and by applicable law. Each Unit Owner in Phase 18 shall have one (1) vote in the Council of Unit Owners as provided in Paragraph 13 of the Declaration.

CARDIN AND  
WELLS, P.A.  
ATTORNEYS AT LAW  
1100 N. ...  
...  
... 1100 ...

10:26 308

3. Definitions. All terms used herein shall have the meanings specified in the Declaration.

IN WITNESS WHEREOF, the Developer has caused this Seventeenth Amendment to the Declaration to be executed on its behalf on the date first above written.

ATTEST:

CHESAPEAKE HOMES, INC.

David C. Cheney  
SECRETARY

BY: W. Dean Hanson (SEAL)  
PRESIDENT

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 14<sup>th</sup> day of December, 1977, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared W. Dean Hanson, the President of Chesapeake Homes, Inc., who made oath in due form of law that he is authorized to execute this Seventeenth Amendment to the Declaration for Olde Mill Condominium on behalf of said corporation and acknowledged this document to be the free act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year aforesaid.

E. R. [Signature]  
NOTARY PUBLIC  
BALTIMORE COUNTY, MARYLAND

My Commission expires:

7/1/78

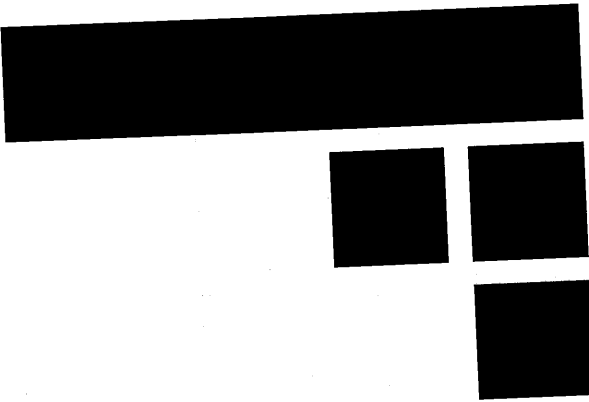
CARDY and  
WINGFIELD, P.A.  
ATTORNEYS AT LAW  
1015 M  
6015  
BALTIMORE, MD 21210

Mailed to \_\_\_\_\_

**Insurance-Commerical Liability  
Olde Mill Condominium III Inc.**

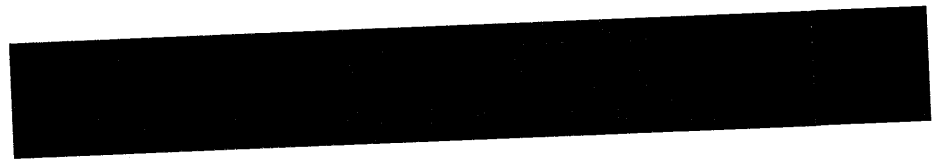
Order: O14M3LF1K  
Address: 270 Glendon Ct  
Order Date: 08-12-2022  
Document not for resale  
HomeView Docs





This policy is issued by the following GNY Company:

## **Insurance Company of Greater New York**



Order: QJ4NBLFTK  
Address: 270 Glendon Ct  
Order Date: 08-12-2022  
Document not for resale  
From: Will Dons

This policy jacket with the policy forms, declarations page and endorsements, if any, issued to form a part thereof, completes the policy.

Order: QJ4NBLFTR  
Address: 270 Glendon Ct  
Order Date: 08-12-2022  
Document not for resale  
HomeWorkDocs

**COMMON POLICY DECLARATIONS**

THIS POLICY IS ISSUED BY THE  
**INSURANCE COMPANY OF GREATER NEW YORK**  
HOME OFFICE  
200 MADISON AVENUE NEW YORK, NY 10016  
A STOCK COMPANY

POLICY NUMBER **6119M94849**  
ENDORSEMENT NUMBER

POLICY TERM **1** Year ACCOUNT NUMBER **19M9484922**

NAMED INSURED AND MAILING ADDRESS  
**OLDE MILL CONDOMINIUM III  
ASSOCIATION, INC.  
C/O PROCOM  
400 SERENDIPITY DR  
MILLERSVILLE MD 21108-1951**

PRODUCER **0020028**  
**SCHOENFELD INSURANCE AGENCY**  
**6225 SMITH AVENUE**  
**BALTIMORE MD 21209**

POLICY PERIOD: FROM **02-16-2022** TO: **02-16-2023** AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN.

ENDORSEMENT DATE:

BUSINESS DESCRIPTION: **CORPORATION**

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS:

		<u>PREMIUM</u>
COMMERCIAL PROPERTY COVERAGE PART	\$	41,968.00
COMMERCIAL GENERAL LIABILITY COVERAGE PART	\$	3,205.00

TOTAL \$ **45,173.00**

FORMS APPLICABLE TO ALL COVERAGE PARTS:

SEE SCHEDULE OF FORMS AND ENDORSEMENTS

TOTAL PREMIUM \$ **45,173.00**

THE POLICY MAY BE SUBJECT TO ADJUSTMENT.

COUNTERSIGNED \_\_\_\_\_

DATE

Order: **QUINLAN** BY  
Address: **270 Glendon Ct**  
Order Date: **08-12-2022**  
Document not for resale  
HomeViewDocs

*Elyzabeth Neck*

AUTHORIZED REPRESENTATIVE

**DESIGNATION OF PREMISES SCHEDULE  
COMMERCIAL LINES POLICY  
THIS POLICY IS ISSUED BY THE  
INSURANCE COMPANY OF GREATER NEW YORK**

NAMED INSURED		EFFECTIVE DATE	POLICY NUMBER <b>6119M94849</b>
OLDE MILL CONDOMINIUM III ASSOCIATION, INC.		02-16-22	ENDORSEMENT NUMBER
LOC. NO.	BLDG. NO.	DESIGNATED PREMISES (ADDRESS, CITY, STATE)	OCCUPANCY
001	001	254 MICHELE CIR, 254-266 MICHELE CIR, MILLERSVILLE, MD 21108-1030 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM CONDOMINIUM
001	002	268 MICHELE CIR, 268-280 MICHELE CIR, MILLERSVILLE, MD 21108-1030 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM CONDOMINIUM
001	003	202 MICHELE CIR, 202-210 MICHELE CIR, MILLERSVILLE, MD 21108-1028 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM CONDOMINIUM
001	004	212 MICHELE CIR, 212-226 MICHELE CIR, MILLERSVILLE, MD 21108-1028 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM CONDOMINIUM
001	005	228 MICHELE CIR, 228-242 MICHELE CIR, MILLERSVILLE, MD 21108-1029 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM CONDOMINIUM
001	006	244 MICHELE CIR, 244-252 MICHELE CIR, MILLERSVILLE, MD 21108-1029 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM CONDOMINIUM
001	007	218 CHALET CIR W, 218-232 CHALET CIR W, MILLERSVILLE, MD 21108-1026 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM CONDOMINIUM
001	008	234 CHALET CIR W, 234-248 CHALET CIR W, MILLERSVILLE, MD 21108-1026 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM CONDOMINIUM
001	009	250 CHALET CIR W, 250-264 CHALET CIR W, MILLERSVILLE, MD 21108-1027 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM CONDOMINIUM

Order: 01/11/11  
Address: 270 Glendon Ct  
Order Date: 08-13-2022  
Document not for resale  
Don't Miss Docs

**DESIGNATION OF PREMISES SCHEDULE  
COMMERCIAL LINES POLICY  
THIS POLICY IS ISSUED BY THE  
INSURANCE COMPANY OF GREATER NEW YORK**

NAMED INSURED		EFFECTIVE DATE	POLICY NUMBER 6119M94849
OLDE MILL CONDOMINIUM III ASSOCIATION, INC.		02-16-22	ENDORSEMENT NUMBER
LOC. NO.	BLDG. NO.	DESIGNATED PREMISES (ADDRESS, CITY, STATE)	OCCUPANCY
001	010	266 CHALET CIR W, 266-280 CHALET CIR W, MILLERSVILLE, MD 21108-1027 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM CONDOMINIUM
001	011	230 GLENDA CT, 230-244 GLENDA CT, MILLERSVILLE, MD 21108-1023 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM CONDOMINIUM
001	012	246 GLENDA CT, 246-254 GLENDA CT, MILLERSVILLE, MD 21108-1024 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM CONDOMINIUM
001	013	256 GLENDA CT, 256-264 GLENDA CT, MILLERSVILLE, MD 21108-1024 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM CONDOMINIUM
001	014	266 GLENDA CT, 266-280 GLENDA CT, MILLERSVILLE, MD 21108-1025 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM CONDOMINIUM
001	015	216 GLENDA CT, 216-228 GLENDA CT, MILLERSVILLE, MD 21108-1023 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM CONDOMINIUM
001	016	234 CHALET CIR E, 234-248 CHALET CIR E, MILLERSVILLE, MD 21108-1021 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM CONDOMINIUM
001	017	250 CHALET CIR E, 250-264 CHALET CIR E, MILLERSVILLE, MD 21108-1021 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM CONDOMINIUM
001	018	266 CHALET CIR E, 266-280 CHALET CIR E, MILLERSVILLE, MD 21108-1022 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM CONDOMINIUM

Order: QJ4NDL1FK  
Address: 270 Glenda Ct  
Order Date: 02-12-2022  
Document not for resale  
Hays/Wheat/Deas

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SCHEDULE OF FORMS AND ENDORSEMENTS

THIS POLICY IS ISSUED BY THE  
**INSURANCE COMPANY OF GREATER NEW YORK**

NAMED INSURED OLDE MILL CONDOMINIUM III ASSOCIATION, INC.		POLICY NUMBER 6119M94849
		ENDORSEMENT NUMBER
		COUNTERSIGNED BY:
		AUTHORIZED REPRESENTATIVE
SCHEDULE OF FORMS & ENDORSEMENTS EFFECTIVE DATE: 02-16-22		POLICY PERIOD: FROM: 02-16-2022 TO: 02-16-2023

### COMMON POLICY FORMS AND ENDORSEMENTS

INSCO PJ	09-21	POLICY JACKET
GNY 001	09-91	COMMON POLICY DECLARATIONS
GNY 002	06-91	DESIGNATION OF PREMISES SCHEDULE
GNY 003A	07-09	SCHEDULE OF FORMS AND ENDORSEMENTS
IDR COVDEC	02-09	IDENTITY RECOVERY COVERAGE PART DEC
IDRMD	03-10	IDENTITY RECOVERY COVERAGE FORM MD
IL 00 03	09-08	CALCULATION OF PREMIUM
IL 00 17	11-98	COMMON POLICY CONDITIONS
IL 00 21	09-08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDT
IL 02 07	12-17	MARYLAND CHANGES
IL 09 35	07-02	EXCL OF CERTAIN COMPUTER- RELATED LOSSES
IL 09 52	01-15	CAP/LOSSES FROM CERTIFIED ACTS OF TERROR
IL 09 85	12-20	DISCLOSURE PURSUANT/TERROR RISK INS ACT

### PROPERTY FORMS AND ENDORSEMENTS

CP CYBEX	07-20	CYBER INCIDENT EXCLUSION
GNY 004	11-20	COMMERCIAL PROPERTY COVERAGE PART
GNY 005	06-91	COMMERCIAL PROPERTY COVERAGE PART
GNYCP 03	01-18	EQUIPMENT BREAKDOWN ENHANCEMENT ENDT
CYB PROMGR	01-20	CYBER SUITE-COMPUTER SYSTEM-AMENDATORY E
CYB ST DEC	01-20	CYBER SUITE COVERAGE SUPPLEMENTAL DECL
CYB ST MD	01-20	MARYLAND CHANGES AMENDATORY ENDORSEMENT
CYB SUITE	01-20	CYBER SUITE COVERAGE FORM
LIMDED	03-16	AMENDMENT OF LIMITS AND DEDUCTIBLES
PACK C	12-18	PF ENHANCED COV ENDT FOR CONDO AND COOPS
XREPCST	03-05	EXTENDED REPLACEMENT COST ENDORSEMENT
CP 00 30	10-12	BUSINESS INCOME COVERAGE (&/EX EXP)
CP 15 56	06-07	BUS INC CHNGS-BEGIN PERIOD/RESTORATION
CP 04 31	04-02	CHGS-FUNGUS, WET ROT, DRY ROT & BACTERIA
PUBLIC01	06-13	PUBLIC WATER SUPPLY SYSTEMS - LIMITED AD
CP 00 17	10-12	CONDOMINIUM ASSOCIATION COVERAGE FORM
CP 00 90	07-88	COMMERCIAL PROPERTY CONDITIONS
CP 01 40	07-06	EXCL OF LOSS DUE TO VIRUS OR BACTERIA
CP 10 30	09-17	CAUSES OF LOSS - SPECIAL FORM
CP 17 03	10-09	MD CHNGS-CONDO ADDITIONAL PROVISIONS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SCHEDULE OF FORMS AND ENDORSEMENTS

THIS POLICY IS ISSUED BY THE  
**INSURANCE COMPANY OF GREATER NEW YORK**

<b>NAMED INSURED</b> OLDE MILL CONDOMINIUM III ASSOCIATION, INC.		<b>POLICY NUMBER</b> 6119M94849
		<b>ENDORSEMENT NUMBER</b>
		<b>COUNTERSIGNED BY:</b>
		AUTHORIZED REPRESENTATIVE
<b>SCHEDULE OF FORMS &amp; ENDORSEMENTS</b> EFFECTIVE DATE: 02-16-22	<b>POLICY PERIOD: FROM:</b> 02-16-2022 <b>TO:</b> 02-16-2023	

### GENERAL LIABILITY FORMS AND ENDORSEMENTS

GNY 020 GNY 021 CG 21 32 CG 00 01 CG 02 01 CG 21 16 CG 21 65 CG 26 73 CG 81 02 CGU-001 XPUNDAM EPLIDEC EPLI MD CG 21 47 PAKC GL CG 21 67 GLU-113 CG 21 70 CG 01 41 CG 21 07 CG 21 09 CG 21 54 CG 40 10	11-20 06-91 05-09 04-13 12-17 04-13 12-04 12-04 02-05 02-05 06-13 10-07 10-07 12-07 06-14 12-04 02-05 01-15 03-11 05-14 06-15 12-19 12-19	GENERAL LIABILITY DECLARATIONS GENERAL LIABILITY SCHEDULE COMMUNICABLE DISEASE EXCLUSION COMMERCIAL GENERAL LIABILITY COV FORM MARYLAND CHANGES EXCL-DESIGNATED PROFESSIONAL SERVICES TOTAL POLLUTION EXCL-WITH EXCEPTIONS MARYLAND CHANGES-PREMIUM AUDIT CONDITION BASIC CONSTRUCTION EXCLUSION HIRED AUTO AND NON-OWNED AUTO LIABILITY EXCLUSION FOR PUNITIVE DAMAGES AND SIMIL COMMERCIAL EMPLOYMENT PRACTICES DEC PAGE EMPLOYMENT PRACTICES LIAB INS COV EMPLOYMENT-RELATED PRACTICES EXCLUSION ENHANCED GENERAL LIABILITY COVERAGE ENDO FUNGI OR BACTERIA EXCLUSION ASBESTOS HAZARD EXCLUSION ENDT CAP LOSSES FROM CERTIF ACTS OF TERRORISM MARYLAND - CONDOMINIUMS EXCL-ACC/DISCL OF CONFIDENTIAL OR PERSONAL INFO EXCLUSION - UNMANNED AIRCRAFT EXCL-DESIG OPS COVRD BY WRAP-UP INS PROG EXCLUSION - CROSS SUITS LIABILITY
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### POLICYHOLDER JACKETS

INSCO PJ	09-21	POLICY JACKET
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Order: QUINCY-116  
 Address: 270 Clarendon Ct  
 Order Date: 08-16-2022  
 Document not for resale  
 Home/Work/Office

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMON POLICY DECLARATIONS (Continued)

THIS POLICY IS ISSUED BY THE  
**INSURANCE COMPANY OF GREATER NEW YORK**

NAMED INSURED OLDE MILL CONDOMINIUM III ASSOCIATION, INC.		POLICY NUMBER 6119M94849
		ENDORSEMENT NUMBER
		COUNTERSIGNED BY: _____
		AUTHORIZED REPRESENTATIVE _____
COMMON POLICY DECLARATIONS (Continued)		POLICY PERIOD: FROM: 02-16-2022
EFFECTIVE DATE: 02/16/2022		TO: 02-16-2023

THIS ENDORSEMENT IS USED AS AN OVERFLOW FOR FIELDS ON THE DECLARATIONS PAGE NOT LARGE ENOUGH FOR THE NECESSARY INFORMATION AND TO LIST OPTIONAL COVERAGES.

IT IS HEREBY AGREED AND UNDERSTOOD THAT THIS POLICY IS PAYABLE ON INSTALLMENTS AS FOLLOWS:

DUE	PREVIOUS TOTAL	PREMIUM	SURCHARGE	GRAND TOTAL
DEPOSIT 02/16/2022		11,297.00		11,297.00
INSTALL 03/16/2022		3,764.00		3,764.00
INSTALL 04/16/2022		3,764.00		3,764.00
INSTALL 05/16/2022		3,764.00		3,764.00
INSTALL 06/16/2022		3,764.00		3,764.00
INSTALL 07/16/2022		3,764.00		3,764.00
INSTALL 08/16/2022		3,764.00		3,764.00
INSTALL 09/16/2022		3,764.00		3,764.00
INSTALL 10/16/2022		3,764.00		3,764.00
INSTALL 11/16/2022		3,764.00		3,764.00

THERE IS A \$6 SERVICE FEE FOR EACH PREMIUM INSTALLMENT.  
 THIS FEE IS NOT INCLUDED IN THE PREMIUMS SHOWN ABOVE.

Order: 0000001111  
 Address: 270 ...  
 Order Date: 08-18-2022  
 Document not for resale  
 HomeBldgProcs



Greater New York Insurance Group

## Identity Recovery Coverage Part Declarations

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Named Insured: OLDE MILL CONDOMINIUM III

Policy Number 6119M94849

Effective Date 02-16-22

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### Expense Reimbursement Coverage Limit

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\$25,000 Annual Aggregate Limit per Insured

### Special Terms or Conditions

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# Identity Recovery Coverage Form

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this Insurance. Other words and phrases that appear in quotation marks have special meaning. Refer to Section G - DEFINITIONS.

## A. COVERAGE

We will provide the Case Management Service and Expense Reimbursement Coverage indicated below if all of the following requirements are met:

1. There has been an "identity theft" involving the personal identity of an "identity recovery insured" under this policy;
2. Such "identity theft" is first discovered by the "identity recovery insured" during the policy period for which this Identity Recovery coverage is applicable;
3. Such "identity theft" is reported in writing to the police; and
4. Such "identity theft" is reported to us within 60 days after it is first discovered by the "identity recovery insured."

If all four of the requirements listed above have been met, then we will provide the following to the "identity recovery insured":

### 1. Case Management Service

Services of an "identity recovery case manager" as needed to respond to the "identity theft"; and

### 2. Expense Reimbursement

Reimbursement of necessary and reasonable "identity recovery expenses" incurred as a direct result of the "identity theft."

You may make a claim under this coverage prior to reporting the "identity theft" to the police, and we may refer the "identity recovery insured" to an "identity recovery case manager" if the other three coverage requirements are met. However, we will not reimburse any "identity recovery expenses" until the "identity theft" has been reported in writing to the police, and we reserve our right to suspend the services of the "identity recovery case manager" until such time that the "identity recovery insured" files such a written report with the police. We will provide a written reminder of the need to make such police report prior to suspending the "identity recovery case manager" services.

## B. EXCLUSIONS

We do not cover:

1. "Identity recovery expenses" incurred to restore a professional or business identity.
2. "Identity recovery expenses" incurred due to any fraudulent, dishonest or criminal act by an "identity recovery insured" or any person aiding or abetting an "identity recovery insured", or by any authorized representative of an "identity recovery insured", whether acting alone or in collusion with others. However, this exclusion shall not apply to the interests of an "identity recovery insured" who has no knowledge of or involvement in such fraud, dishonesty or criminal act.
3. Loss arising from an "identity theft" that is not reported in writing to the police.
4. Loss arising from war, including any the following and any consequence of the following:
  - a. Undeclared war, civil war, insurrection rebellion or revolution;
  - b. Warlike act by a military force or military personnel; or
  - c. Destruction, seizure or use for a military purpose.
5. Loss arising from Nuclear Hazard. Nuclear Hazard means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

## C. LIMITS OF INSURANCE

1. Case Management Service is available as needed for any one "identity theft" for up to 12 consecutive months from the inception of the service. Expenses we incur to provide Case Management Service do not reduce the amount of limit available for Expense Reimbursement coverage.
2. Expense Reimbursement coverage is subject to a limit as indicated in the Declarations. This is an annual aggregate limit per "identity recovery insured." Regardless of the number of claims, this limit is the most we will pay for the total of all loss or expense arising out of all "identity thefts" to any one "identity recovery insured" which are first discovered by the "identity

recovery insured" during a 12-month period starting with the beginning of the present annual policy period. If an "identity theft" is first discovered in one policy period and continues into other policy periods, all loss and expense arising from such "identity theft" will be subject to the aggregate limit applicable to the policy period when the "identity theft" was first discovered.

3. Legal costs as provided under item d. of the definition of "identity recovery expenses" are part of, and not in addition to, the Expense Reimbursement coverage limit.
4. Item e. (Lost Wages) and item f. (Child and Elder Care Expenses) of the definition of "identity recovery expenses" are jointly subject to a sublimit of \$5,000. This sublimit is part of, and not in addition to, the Expense Reimbursement coverage limit. Coverage is limited to wages lost and expenses incurred within 12 months after the first discovery of the "identity theft" by the "identity recovery insured."
5. Item g. (Mental Health Counseling) of the definition of "identity recovery expenses" is subject to a sublimit of \$1,000. This sublimit is part of, and not in addition to, the Expense Reimbursement coverage limit. Coverage is limited to counseling that takes place within 12 months after the first discovery of the "identity theft" by the "identity recovery insured."
6. Item h. (Miscellaneous Unnamed Costs) of the definition of "identity recovery expenses" is subject to a sublimit of \$1,000. This sublimit is part of, and not in addition to, the Expenses Reimbursement coverage limit. Coverage is limited to costs incurred within 12 months after the first discovery of the "identity theft" by the "identity recovery insured."

#### D. DEDUCTIBLES

1. Case Management Service is not subject to a deductible
2. Expense Reimbursement coverage is subject to a \$500 deductible. Any one "identity recovery insured" shall be responsible for only one deductible under this Identity Recovery Coverage during any one policy period.

#### E. LOSS CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

##### 1. Duties in the Event of Loss or Damage

You must see that the following are done in the event of loss:

- a. Report the "identity theft" to the police in writing.
- b. Give us a prompt notice of the loss.
- c. Send us a signed, sworn proof of loss

containing the information we request. You must do this within 60 days after our request.

- d. Cooperate with us in the investigation and settlement of the claim.

#### 2. Assistance and Claims

For assistance, the "identity recovery insured" should call the **Identity Recovery Help Line** at **1-800-414-9905**. The Help Line can provide:

- a. Information and advice for how to respond to a possible "identity theft"; and
- b. Instructions for how to submit a service request for Case Management Service and/or a claim form for Expense Reimbursement Coverage.

In some cases, we may provide Case Management services at our expense to an "identity recovery insured" prior to a determination that a covered "identity theft" has occurred. Our provision of such services is not an admission of liability under the policy. We reserve the right to deny further coverage or service if, after investigation, we determine that a covered "identity theft" has not occurred.

As respects Expense Reimbursement Coverage, the "identity recovery insured" must send to us, within 60 days after our request, receipts, bills or other records that support his or her claim for "identity recovery expenses."

#### F. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

##### 1. Bankruptcy

The bankruptcy or insolvency of you or your estate will not relieve you or us of any obligation under this Identity Recovery Coverage.

##### 2. Concealment, Misrepresentation or Fraud

We will not pay for any loss and coverage will be void if you or any additional insured at any time:

- a. Intentionally cause or allow loss or expense in order to collect on insurance; or
- b. Intentionally conceal or misrepresent a material fact concerning:
  - (1) This Identity Recovery Coverage; or
  - (2) A claim under this Identity Recovery Coverage.

##### 3. Coverage Territory

Subject to its terms, conditions and exclusions, this policy applies to an "identity theft" occurring anywhere in the world, but we shall only pay for loss incurred by an "identity recovery insured" in the United States, Puerto Rico or Canada.

## 5. Legal Action Against Us

No one may bring a legal action against us under this Identity Recovery Coverage unless:

- a. There has been full compliance with all the terms of this Identity Recovery Coverage; and
- b. The action is brought within two years after the date that the "identity theft" is first discovered by the "identity recovery insured."

## 6. Liberalization

If we adopt any standard form revision for general use that would broaden the coverage under this Identity Recovery Coverage without additional premium, the broadened coverage will apply to this Identity Recovery Coverage commencing on the date that such revision becomes effective in the jurisdiction of the mailing address for the First Named Insured.

## 7. Other Insurance

If there is other insurance that applies to the same loss, damage or expense, this Identity Recovery Coverage shall apply on a primary basis.

## 8. Services

The following conditions apply as respects any services provided by us or our designees to any "identity recovery insured" under this endorsement:

- a. Our ability to provide helpful services in the event of an "identity theft" depends on the cooperation, permission and assistance of the "identity recovery insured."
- b. All services may not be available or applicable to all individuals. For example, "identity recovery insureds" who are minors or foreign nationals may not have credit records that can be provided or monitored. Service in Canada will be different from service in the United States and Puerto Rico in accordance with local conditions.
- c. We do not warrant or guarantee that our services will end or eliminate all problems associated with an "identity theft" or prevent future "identity thefts."

## G. DEFINITIONS

1. **"Identity Recovery Case Manager"** means one or more individuals assigned by us to assist an "identity recovery insured" with communications we deem necessary for re-establishing the integrity of the personal identity of the "identity recovery insured." This includes, with the permission and cooperation of the "identity recovery insured," written and telephone communications with law enforcement

authorities, governmental agencies, credit agencies and individual creditors and businesses.

2. **"Identity Recovery Expenses"** means the following when they are reasonable and necessary expenses that are incurred as a direct result of an "identity theft":
  - a. Costs for re-filing applications for loans, grants or other credit instruments that are rejected solely as a result of an "identity theft."
  - b. Costs for notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of your efforts to report an "identity theft" or amend or rectify records as to your true name or identity as a result of an "identity theft."
  - c. Costs for credit reports from established credit bureaus.
  - d. Fees and expenses for an attorney approved by us for the following:
    - (1) The defense of any civil suit brought against an "identity recovery insured."
    - (2) The removal of any civil judgment wrongfully entered against an "identity recovery insured."
    - (3) Legal assistance for an "identity recovery insured" at an audit or hearing by a governmental agency.
    - (4) Legal assistance in challenging the accuracy of the "identity recovery insured's" consumer credit report.
    - (5) The defense of any criminal charges brought against an "identity recovery insured" arising from the actions of a third party using the personal identity of the "identity recovery insured."
  - e. Actual lost wages of the "identity recovery insured" for time reasonably and necessarily taken away from work and away from the work premises. Time away from work includes partial or whole work days. Actual lost wages may include payment for vacation days, discretionary days, floating holidays and paid personal days. Actual lost wages does not include sick days or any loss arising from time taken away from self employment. Necessary time off does not include time off to do tasks that could reasonably have been done during non-working hours.
  - f. Actual costs for supervision of children or elderly or infirm relatives or dependants of the "identity recovery insured" during time reasonably and necessarily taken away from

such supervision. Such care must be provided by a professional care provider who is not a relative of the "identity recovery insured."

use of a business name, d/b/a or any other method of identifying a business activity.

g. Actual costs for counseling from a licensed mental health professional. Such care must be provided by a professional care provider who is not a relative of the "identity recovery insured."

h. Any other reasonable costs necessarily incurred by an "identity recovery insured" as a direct result of the "identity theft." Such costs include:

(1) Costs by the "identity recovery insured" to recover control over his or her personal identity.

(2) Deductibles or service fees from financial institutions.

Such costs do not include:

(3) Costs to avoid, prevent or detect "identity theft" or other loss.

(4) Monies lost or stolen.

(5) Costs that are restricted or excluded elsewhere in this endorsement or policy.

3. **"Identity Recovery Insured"** means the following:

a. A full time employee of the entity insured under this policy; or

b. An owner of the entity insured under this policy who meets any of the following criteria:

(1) A sole proprietor of the insured entity;

(2) A partner in the insured entity; or

(3) An individual having an ownership position of 20% or more of the insured entity.

d. When the entity insured under this policy is a co-operative or condominium association, the current directors and officers of the insured association.

An "identity recovery insured" must always be an individual person. Any entity insured under this policy, other than an individual person, is not an "identity recovery insured."

4. **"Identity Theft"** means the fraudulent use of the social security number or other method of identifying an "identity recovery insured." This includes fraudulently using the personal identity of an "identity recovery insured" to establish credit accounts, secure loans, enter into contracts or commit crimes.

"Identity theft" does not include the fraudulent

Order: 044NBLFTR  
Amount: 070 Glenda OI  
Order Date: 08-12-2022  
Document not for resale  
E-Check/Wire-Down

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CALCULATION OF PREMIUM**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
  - c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 FARM COVERAGE PART  
 LIQUOR LIABILITY COVERAGE PART  
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
 POLLUTION LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
 UNDERGROUND STORAGE TANK POLICY

**1. The insurance does not apply:**

**A. Under any Liability Coverage, to "bodily injury" or "property damage":**

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

**B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.**

**C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:**

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

**2. As used in this endorsement:**

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".



"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **MARYLAND CHANGES**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
 COMMERCIAL INLAND MARINE COVERAGE PART  
 COMMERCIAL PROPERTY COVERAGE PART  
 FARM COVERAGE PART  
 STANDARD PROPERTY POLICY

- A.** When this endorsement is attached to the Standard Property Policy **CP 00 99**, the term Coverage Part in this endorsement is replaced by the term Policy.
- B.** The **Cancellation** Common Policy Condition is amended as follows:
1. Paragraphs **2.** and **3.** are replaced by the following:
    - a. When this Policy has been in effect for 45 days or less and is not a renewal policy, we may cancel this Policy by mailing to the first Named Insured at the last mailing address known to us written notice of cancellation, stating the reason for cancellation, at least:
      - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
      - (2) 15 days before the effective date of cancellation if we cancel because the risk does not meet our underwriting standards.
    - b. When this Policy has been in effect for more than 45 days or is a renewal policy, we may cancel this Policy by mailing to the first Named Insured at the last mailing address known to us written notice of cancellation at least:
      - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
  - (2) 45 days before the effective date of cancellation if we cancel for a permissible reason other than nonpayment of premium, stating the reason for cancellation. Under this Paragraph **(2)**, we may cancel only for one or more of the following reasons:
    - (a) When there exists material misrepresentation or fraud in connection with the application, policy, or presentation of a claim.
    - (b) A change in the condition of the risk that results in an increase in the hazard insured against.
    - (c) A matter or issue related to the risk that constitutes a threat to public safety.

If we cancel pursuant to Paragraph **b.(2)**, you may request additional information on the reason for cancellation within 30 days from the date of our notice.
2. Paragraph **5.** is replaced by the following:
 

If this Policy is cancelled, we will send the first Named Insured any premium refund due.

    - a. The refund will be pro rata if:
      - (1) We cancel; or
      - (2) The Policy is not a renewal policy, and the first Named Insured cancels upon receiving written notice that we recalculated the premium based on the discovery of a material risk factor during the first 45 days the Policy has been in effect.

b. If the first Named Insured cancels, other than the cancellation described in Paragraph a.(2), the refund will be calculated as follows:

**(1) Policies Written For One Year Or Less**

We will refund 90% of the pro rata unearned premium.

**(2) Policies Written For More Than One Year**

(a) If the Policy is cancelled in the first year, we will refund 90% of the pro rata unearned premium for the first year, plus the full annual premium for subsequent years.

(b) If the Policy is cancelled after the first year, we will refund the pro rata unearned premium.

**(3) Continuous And Annual Premium Payment Policies**

We will refund 90% of the pro rata unearned premium for the year in which the Policy is cancelled.

We will retain the minimum premium, except if the Policy is cancelled as of the inception date.

However, if this Policy is financed by a premium finance company and we or the premium finance company or the first Named Insured cancels the Policy, the refund will consist of the gross unearned premium computed pro rata, excluding any expense constant, administrative fee or nonrefundable charge filed with and approved by the insurance commissioner.

The cancellation will be effective even if we have not made or offered a refund.

C. Paragraph 6. of the **Cancellation** Common Policy Condition is replaced by the following, except as provided in Paragraph D. of this endorsement.

We will send notice of cancellation to the first Named Insured by a "first-class mail tracking method" if:

- a. We cancel for nonpayment of premium; or
- b. This Policy is not a renewal of a policy we issued and has been in effect for 45 days or less.

We will send notice to the first Named Insured by a "first-class mail tracking method" or by commercial mail delivery service if we cancel for a reason other than nonpayment of premium and this Policy:

- a. Is a renewal of a policy we issued; or
- b. Has been in effect for more than 45 days.

We will maintain proof of mailing in a form authorized or accepted by the United States Postal Service or by other commercial mail delivery service when such service is used. Proof of mailing will be sufficient proof of notice.

D. With respect to the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form, Paragraph 6. of the **Cancellation** Common Policy Condition is replaced by the following:

We will send notice to the first Named Insured by a "first-class mail tracking method" if we cancel the Policy. We will maintain proof of mailing in a form authorized or accepted by the United States Postal Service. Proof of mailing will be sufficient proof of notice.

E. The following condition is added, except as provided in Paragraph F. of this endorsement.

**Nonrenewal**

1. We may elect not to renew this Policy by mailing notice of nonrenewal to the first Named Insured at the last mailing address known to us at least 45 days before the expiration date of this Policy.
2. We will send notice of nonrenewal to the first Named Insured by a "first-class mail tracking method" or by commercial mail delivery service. We will maintain proof of mailing in a form authorized or accepted by the United States Postal Service or by other commercial mail delivery service when such service is used. Proof of mailing will be sufficient proof of notice.
3. When we elect not to renew a policy that has been in effect for more than 45 days for a reason other than nonpayment of premium, we will provide a written statement of the actual reason for the refusal to renew. You may request additional information within 30 days from the date of our notice.

4. If we offer to renew at least 45 days before the renewal date and you fail to make the required premium payment by the renewal date, the Policy will terminate on the renewal date for nonpayment of premium.

F. With respect to the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form, the following condition is added:

**Nonrenewal**

1. We may elect not to renew this Policy by mailing notice of nonrenewal to the first Named Insured at the last mailing address known to us at least 45 days before the expiration date of this Policy.
2. We will send notice of nonrenewal to the first Named Insured by a "first-class mail tracking method". We will maintain proof of mailing in a form authorized or accepted by the United States Postal Service. Proof of mailing will be sufficient proof of notice.
3. When we elect not to renew a policy that has been in effect for more than 45 days for a reason other than nonpayment of premium, we will provide a written statement of the actual reason for the refusal to renew.

G. The following is added to the **Legal Action Against Us** Condition and supersedes any other provision to the contrary:

In addition to any other requirement for bringing a legal action against us, the action must be brought within three years from the date it accrues.

H. The **Concealment, Misrepresentation Or Fraud** Condition is replaced by the following:

**Concealment, Misrepresentation Or Fraud**

We do not provide coverage in any case of fraud by you, at any time, as it relates to this insurance. We also do not provide coverage if you or any other insured ("insured"), at any time, intentionally conceals or misrepresents a material fact concerning:

1. This insurance;
  2. The Covered Property;
  3. Your interest in the Covered Property; or
  4. A claim under this insurance.
- I. The following definition is added:

"First-class mail tracking method" means a method that provides evidence of the date that a piece of first-class mail was accepted for mailing by the United States Postal Service, including a certificate of mail and an electronic mail tracking system used by the United States Postal Service.

"First-class mail tracking method" does not include a certificate of bulk mailing.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES**

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
STANDARD PROPERTY POLICY

- A.** We will not pay for loss ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.
- 1.** The failure, malfunction or inadequacy of:
    - a.** Any of the following, whether belonging to any insured or to others:
      - (1)** Computer hardware, including micro-processors;
      - (2)** Computer application software;
      - (3)** Computer operating systems and related software;
      - (4)** Computer networks;
      - (5)** Microprocessors (computer chips) not part of any computer system; or
      - (6)** Any other computerized or electronic equipment or components; or
    - b.** Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **A.1.a.** of this endorsement;  
due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.
  - 2.** Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **A.1.** of this endorsement.
- B.** If an excluded Cause of Loss as described in Paragraph **A.** of this endorsement results:
- 1.** In a Covered Cause of Loss under the Crime and Fidelity Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy; or
  - 2.** Under the Commercial Property Coverage Part:
    - a.** In a "Specified Cause of Loss", or in elevator collision resulting from mechanical breakdown, under the Causes of Loss - Special Form; or
    - b.** In a Covered Cause of Loss under the Causes Of Loss - Basic Form or the Causes Of Loss - Broad Form;we will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss", elevator collision, or Covered Cause of Loss.
- C.** We will not pay for repair, replacement or modification of any items in Paragraphs **A.1.a.** and **A.1.b.** of this endorsement to correct any deficiencies or change any features.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
STANDARD PROPERTY POLICY

### **A. Cap On Certified Terrorism Losses**

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorism acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

### **B. Application Of Exclusions**

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

**THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.**

## **DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT**

### **SCHEDULE**

#### **SCHEDULE – PART I**

**Terrorism Premium (Certified Acts) \$513.00**

**This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):**

- COMMERCIAL PROPERTY
- COMMERCIAL GENERAL LIABILITY
- IDENTITY RECOVERY COVERAGE PART
- CYBER SUITE COVERAGE PART

**Additional information, if any, concerning the terrorism premium:**

#### **SCHEDULE – PART II**

**Federal share of terrorism losses 80 %**

**(Refer to Paragraph B. in this endorsement.)**

**Information required to complete this Schedule, if not shown above, will be shown in the Declarations.**

Order: 014N8LFTK  
Address: 270 Glendon Ct  
Order Entry: 09-12-2020  
Document not for resale  
www.WisnDocs.com

**A. Disclosure Of Premium**

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

**B. Disclosure Of Federal Participation In Payment Of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

**C. Cap On Insurer Participation In Payment Of Terrorism Losses**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.



## NOTICE TO APPLICANTS IN MARYLAND REGARDING CANCELLATION AND PREMIUM RECALCULATION

**CAUTION:** No coverage is provided by this notice; nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations Page for complete information on the coverages you are provided. If there is a conflict between the policy and this notice, THE PROVISIONS OF THE POLICY SHALL PREVAIL. PLEASE READ YOUR POLICY CAREFULLY.

The binder or policy you have just agreed to purchase is subject to a 45-day underwriting review period beginning on the effective date of your coverage. If your risk meets our underwriting standards and we discover a material risk factor during the 45-day underwriting period, we shall recalculate the premium for the policy or binder based on the material risk factor. If we decide to recalculate your premium, we will send you a written Notice advising you of the amount of the recalculated premium, the reason(s) for the recalculation and your right to terminate the policy.

If your risk does not meet our underwriting standards, your coverage may be cancelled during the underwriting review period. If we decide to cancel the binder or policy, we will send you a written Notice of Cancellation advising you of the reason(s) for the cancellation and the date on which your policy will be cancelled.

## MARYLAND FRAUD STATEMENT

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

# GREATER NEW YORK INSURANCE GROUP

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CYBER INCIDENT EXCLUSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL PROPERTY COVERAGE PART

**A. The following exclusion is added to Paragraph B. Exclusions:**

We will not pay for loss or damage caused directly or indirectly by the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

**Cyber Incident**

1. Unauthorized access to or use of any computer system (including electronic data).
2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system (including electronic data) and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system (including electronic data) or otherwise disrupt its normal functioning or operation.
3. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

**B. Exceptions And Limitations**

**1. Fire Or Explosion**

If a cyber incident as described in Paragraphs **A.1.** through **A.3.** of this exclusion results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

**2. Additional Coverage**

The exclusion in Paragraph **A.** does not apply to the extent that coverage is provided for such incidents in the:

- a. Additional Coverage – Electronic Data;
- b. Additional Coverage – Interruption Of Computer Operations;
- c. Additional Coverage – Computer Fraud Coverage or
- d. Additional Coverage – Computer Coverage

**3. Electronic Commerce Endorsement**

The exclusions in Paragraph **A.** does not apply to the Electronic Commerce (E-Commerce) endorsement when attached to your policy.

**4. Equipment Breakdown Enhancement Endorsement**

The exclusions in Paragraph **A.** do not apply to the following coverages in the Equipment Breakdown Enhancement Endorsement when attached to your policy:

- a. Computer Equipment;
- b. Data Restoration; or
- c. Unauthorized Instruction.

**C. Vandalism**

The following is added to Vandalism, if Vandalism coverage is not otherwise excluded under the Standard Property Policy or the Causes Of Loss – Basic, Broad or Special Forms and if applicable to the premises described in the Declarations:

Vandalism does not include a cyber incident as described in Paragraph **A.**

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# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE  
INSURANCE COMPANY OF GREATER NEW YORK

NAMED INSURED <b>OLDE MILL CONDOMINIUM III ASSOCIATION, INC.</b>	EFFECTIVE DATE <b>02/16/2022</b>	POLICY NUMBER <b>6119M94849</b> ENDORSEMENT NUMBER
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DESCRIPTION OF PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE  
 COVERAGE PROVIDED: INSURANCE AT THE DESCRIBED LOCATION APPLIES ONLY FOR COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN.  
 OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	001	<b>BUILDING FRAME</b>	\$ 32,810,000	<b>SPECIAL</b>	100

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **03** OCCUPANCY: **CONDOMINIUM** INFLATION GUARD: %  
 AGREED VALUE: \$ 32,810,000 EXPIRATION DATE: **02/16/23**  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:  
**BLKT GRP # 1.**

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	001	<b>BUSINESS PERS PROP FRAME</b>	\$ 25,000	<b>SPECIAL</b>	90

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **03** OCCUPANCY: **CONDOMINIUM** INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE: **02/16/23**  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:  
**BLKT GRP # 2.**

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	001	<b>BUS INC (III) INCL EXTRA EXP FRAME</b>	ACTUAL LOSS SUSTAINED	<b>SPECIAL</b>	100

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **03** OCCUPANCY: **CONDOMINIUM** INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE: **02/16/23**  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:  
**EXT/OPT: 72-HR TIME CHG TO 24-HR.**

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	002	<b>BUILDING FRAME</b>	BLKT GRP 1	<b>SPECIAL</b>	100

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **03** OCCUPANCY: **CONDOMINIUM** INFLATION GUARD: %  
 AGREED VALUE: **BLKT GRP 1** EXPIRATION DATE: **02/16/23**  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

Address: 270 Grand St  
 Order Date: 08-12-2022  
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# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE  
INSURANCE COMPANY OF GREATER NEW YORK

NAMED INSURED <b>OLDE MILL CONDOMINIUM III ASSOCIATION, INC.</b>	EFFECTIVE DATE <b>02/16/2022</b>	POLICY NUMBER <b>6119M94849</b> ENDORSEMENT NUMBER
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DESCRIPTION OF PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE  
 COVERAGE PROVIDED: INSURANCE AT THE DESCRIBED LOCATION APPLIES ONLY FOR COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN.  
 OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	002	BUSINESS PERS PROP FRAME	BLKT GRP 2	SPECIAL	90

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY:  CONDOMINIUM INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE: 02/16/23  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 10,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	002	BUS INC (III) INCL EXTRA EXP FRAME	ACTUAL LOSS SUSTAINED	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY:  CONDOMINIUM INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE: 02/16/23  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EXT/OPT: 72-HR TIME CHG TO 24-HR. EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	003	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY:  CONDOMINIUM INFLATION GUARD: %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE: 02/16/23  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 10,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	003	BUSINESS PERS PROP FRAME	BLKT GRP 2	SPECIAL	90

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY:  CONDOMINIUM INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE: 02/16/23  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 10,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

Address: 270 Glendon Ct  
 Order Date: 08-12-2022  
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# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE  
INSURANCE COMPANY OF GREATER NEW YORK

NAMED INSURED <b>OLDE MILL CONDOMINIUM III ASSOCIATION, INC.</b>		EFFECTIVE DATE <b>02/16/2022</b>	POLICY NUMBER <b>6119M94849</b>		
			ENDORSEMENT NUMBER		
DESCRIPTION OF PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE COVERAGE PROVIDED: INSURANCE AT THE DESCRIBED LOCATION APPLIES ONLY FOR COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN. OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.					
LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	003	BUS INC (III) INCL EXTRA EXP FRAME	ACTUAL LOSS SUSTAINED	SPECIAL	100
<b>OTHER PROVISIONS</b>					
TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: <b>CONDOMINIUM</b> INFLATION GUARD: % <input type="checkbox"/> AGREED VALUE: EXPIRATION DATE: <b>02/16/23</b> <input type="checkbox"/> REPLACEMENT COST <input type="checkbox"/> INCLUDING "STOCK" <input type="checkbox"/> BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA: DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS: <b>EXT/OPT: 72-HR TIME CHG TO 24-HR.</b>					
LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	004	BUILDING FRAME	BLKT GRP 1	SPECIAL	100
<b>OTHER PROVISIONS</b>					
TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: <b>CONDOMINIUM</b> INFLATION GUARD: % <input checked="" type="checkbox"/> AGREED VALUE: <b>BLKT GRP 1</b> EXPIRATION DATE: <b>02/16/23</b> <input checked="" type="checkbox"/> REPLACEMENT COST <input type="checkbox"/> INCLUDING "STOCK" <input type="checkbox"/> BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA: DEDUCTIBLE: <b>10,000</b> EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:					
LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	004	BUSINESS PERS PROP FRAME	BLKT GRP 2	SPECIAL	90
<b>OTHER PROVISIONS</b>					
TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: <b>CONDOMINIUM</b> INFLATION GUARD: % <input type="checkbox"/> AGREED VALUE: EXPIRATION DATE: <b>02/16/23</b> <input checked="" type="checkbox"/> REPLACEMENT COST <input checked="" type="checkbox"/> INCLUDING "STOCK" <input type="checkbox"/> BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA: DEDUCTIBLE: <b>10,000</b> EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:					
LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	004	BUS INC (III) INCL EXTRA EXP FRAME	ACTUAL LOSS SUSTAINED	SPECIAL	100
<b>OTHER PROVISIONS</b>					
TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: <b>CONDOMINIUM</b> INFLATION GUARD: % <input type="checkbox"/> AGREED VALUE: EXPIRATION DATE: <b>02/16/23</b> <input type="checkbox"/> REPLACEMENT COST <input type="checkbox"/> INCLUDING "STOCK" <input type="checkbox"/> BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA: DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS: <b>EXT/OPT: 72-HR TIME CHG TO 24-HR.</b>					

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# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE  
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NAMED INSURED <b>OLDE MILL CONDOMINIUM III ASSOCIATION, INC.</b>		EFFECTIVE DATE <b>02/16/2022</b>	POLICY NUMBER <b>6119M94849</b> ENDORSEMENT NUMBER		
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LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	005	<b>BUILDING FRAME</b>	BLKT GRP 1	<b>SPECIAL</b>	100
<b>OTHER PROVISIONS</b>					
TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: <b>CONDOMINIUM</b> INFLATION GUARD: % <input checked="" type="checkbox"/> AGREED VALUE: BLKT GRP 1 EXPIRATION DATE: 02/16/23 <input checked="" type="checkbox"/> REPLACEMENT COST <input type="checkbox"/> INCLUDING "STOCK" <input type="checkbox"/> BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA: DEDUCTIBLE: 10,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:					
LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	005	<b>BUSINESS PERS PROP FRAME</b>	BLKT GRP 2	<b>SPECIAL</b>	90
<b>OTHER PROVISIONS</b>					
TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: <b>CONDOMINIUM</b> INFLATION GUARD: % <input type="checkbox"/> AGREED VALUE: EXPIRATION DATE: 02/16/23 <input checked="" type="checkbox"/> REPLACEMENT COST <input checked="" type="checkbox"/> INCLUDING "STOCK" <input type="checkbox"/> BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA: DEDUCTIBLE: 10,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:					
LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	005	<b>BUS INC (III) INCL EXTRA EXP FRAME</b>	ACTUAL LOSS SUSTAINED	<b>SPECIAL</b>	100
<b>OTHER PROVISIONS</b>					
TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: <b>CONDOMINIUM</b> INFLATION GUARD: % <input type="checkbox"/> AGREED VALUE: EXPIRATION DATE: 02/16/23 <input type="checkbox"/> REPLACEMENT COST <input type="checkbox"/> INCLUDING "STOCK" <input type="checkbox"/> BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA: DEDUCTIBLE: EXT/OPT: 72-HR TIME CHG TO 24-HR. EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:					
LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	006	<b>BUILDING FRAME</b>	BLKT GRP 1	<b>SPECIAL</b>	100
<b>OTHER PROVISIONS</b>					
TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: <b>CONDOMINIUM</b> INFLATION GUARD: % <input checked="" type="checkbox"/> AGREED VALUE: BLKT GRP 1 EXPIRATION DATE: 02/16/23 <input checked="" type="checkbox"/> REPLACEMENT COST <input type="checkbox"/> INCLUDING "STOCK" <input type="checkbox"/> BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA: DEDUCTIBLE: 10,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:					

Address: 270 Glenda Ct  
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# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

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NAMED INSURED <b>OLDE MILL CONDOMINIUM III ASSOCIATION, INC.</b>		EFFECTIVE DATE <b>02/16/2022</b>	POLICY NUMBER <b>6119M94849</b>		
			ENDORSEMENT NUMBER		
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LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	006	BUSINESS PERS PROP FRAME	BLKT GRP 2	SPECIAL	90
<b>OTHER PROVISIONS</b>					
TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: <b>CONDOMINIUM</b> INFLATION GUARD: % <input type="checkbox"/> AGREED VALUE: EXPIRATION DATE: 02/16/23 <input checked="" type="checkbox"/> REPLACEMENT COST <input checked="" type="checkbox"/> INCLUDING "STOCK" <input type="checkbox"/> BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA: DEDUCTIBLE: 10,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:					
LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	006	BUS INC (III) INCL EXTRA EXP FRAME	ACTUAL LOSS SUSTAINED	SPECIAL	100
<b>OTHER PROVISIONS</b>					
TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: <b>CONDOMINIUM</b> INFLATION GUARD: % <input type="checkbox"/> AGREED VALUE: EXPIRATION DATE: 02/16/23 <input type="checkbox"/> REPLACEMENT COST <input type="checkbox"/> INCLUDING "STOCK" <input type="checkbox"/> BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA: DEDUCTIBLE: EXT/OPT: 72-HR TIME CHG TO 24-HR. EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:					
LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	007	BUILDING FRAME	BLKT GRP 1	SPECIAL	100
<b>OTHER PROVISIONS</b>					
TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: <b>CONDOMINIUM</b> INFLATION GUARD: % <input checked="" type="checkbox"/> AGREED VALUE: BLKT GRP 1 EXPIRATION DATE: 02/16/23 <input checked="" type="checkbox"/> REPLACEMENT COST <input type="checkbox"/> INCLUDING "STOCK" <input type="checkbox"/> BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA: DEDUCTIBLE: 10,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:					
LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	007	BUSINESS PERS PROP FRAME	BLKT GRP 2	SPECIAL	90
<b>OTHER PROVISIONS</b>					
TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: <b>CONDOMINIUM</b> INFLATION GUARD: % <input type="checkbox"/> AGREED VALUE: EXPIRATION DATE: 02/16/23 <input checked="" type="checkbox"/> REPLACEMENT COST <input checked="" type="checkbox"/> INCLUDING "STOCK" <input type="checkbox"/> BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA: DEDUCTIBLE: 10,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:					

Address: 270 Glenda Ct  
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# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

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NAMED INSURED <b>OLDE MILL CONDOMINIUM III ASSOCIATION, INC.</b>	EFFECTIVE DATE <b>02/16/2022</b>	POLICY NUMBER <b>6119M94849</b> ENDORSEMENT NUMBER
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 OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	007	BUS INC (III) INCL EXTRA EXP FRAME	ACTUAL LOSS SUSTAINED	SPECIAL	100

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: **CONDOMINIUM** INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE: 02/16/23  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:  
**EXT/OPT: 72-HR TIME CHG TO 24-HR.**

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	008	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: **CONDOMINIUM** INFLATION GUARD: %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE: 02/16/23  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 10,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	008	BUSINESS PERS PROP FRAME	BLKT GRP 2	SPECIAL	90

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: **CONDOMINIUM** INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE: 02/16/23  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 10,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	008	BUS INC (III) INCL EXTRA EXP FRAME	ACTUAL LOSS SUSTAINED	SPECIAL	100

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: **CONDOMINIUM** INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE: 02/16/23  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:  
**EXT/OPT: 72-HR TIME CHG TO 24-HR.**

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# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE  
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NAMED INSURED <b>OLDE MILL CONDOMINIUM III ASSOCIATION, INC.</b>		EFFECTIVE DATE <b>02/16/2022</b>	POLICY NUMBER <b>6119M94849</b> ENDORSEMENT NUMBER		
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LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	009	BUILDING FRAME	BLKT GRP 1	SPECIAL	100
<b>OTHER PROVISIONS</b>					
TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: CONDOMINIUM INFLATION GUARD: % <input checked="" type="checkbox"/> AGREED VALUE: BLKT GRP 1 EXPIRATION DATE: 02/16/23 <input checked="" type="checkbox"/> REPLACEMENT COST <input type="checkbox"/> INCLUDING "STOCK" <input type="checkbox"/> BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA: DEDUCTIBLE: 10,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:					
LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	009	BUSINESS PERS PROP FRAME	BLKT GRP 2	SPECIAL	90
<b>OTHER PROVISIONS</b>					
TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: CONDOMINIUM INFLATION GUARD: % <input type="checkbox"/> AGREED VALUE: EXPIRATION DATE: 02/16/23 <input checked="" type="checkbox"/> REPLACEMENT COST <input checked="" type="checkbox"/> INCLUDING "STOCK" <input type="checkbox"/> BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA: DEDUCTIBLE: 10,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:					
LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	009	BUS INC (III) INCL EXTRA EXP FRAME	ACTUAL LOSS SUSTAINED	SPECIAL	100
<b>OTHER PROVISIONS</b>					
TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: CONDOMINIUM INFLATION GUARD: % <input type="checkbox"/> AGREED VALUE: EXPIRATION DATE: 02/16/23 <input type="checkbox"/> REPLACEMENT COST <input type="checkbox"/> INCLUDING "STOCK" <input type="checkbox"/> BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA: DEDUCTIBLE: EXT/OPT: 72-HR TIME CHG TO 24-HR. EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:					
LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	010	BUILDING FRAME	BLKT GRP 1	SPECIAL	100
<b>OTHER PROVISIONS</b>					
TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: CONDOMINIUM INFLATION GUARD: % <input checked="" type="checkbox"/> AGREED VALUE: BLKT GRP 1 EXPIRATION DATE: 02/16/23 <input checked="" type="checkbox"/> REPLACEMENT COST <input type="checkbox"/> INCLUDING "STOCK" <input type="checkbox"/> BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA: DEDUCTIBLE: 10,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:					

Order Date: 08-17-2022  
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 HomeMold Inc

# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE  
INSURANCE COMPANY OF GREATER NEW YORK

NAMED INSURED <b>OLDE MILL CONDOMINIUM III ASSOCIATION, INC.</b>	EFFECTIVE DATE <b>02/16/2022</b>	POLICY NUMBER <b>6119M94849</b> ENDORSEMENT NUMBER
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DESCRIPTION OF PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE  
 COVERAGE PROVIDED: INSURANCE AT THE DESCRIBED LOCATION APPLIES ONLY FOR COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN.  
 OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	010	BUSINESS PERS PROP FRAME	BLKT GRP 2	SPECIAL	90

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY:  CONDOMINIUM INFLATION GUARD: %  
 EXPIRATION DATE: 02/16/23  REPLACEMENT COST  INCLUDING "STOCK"  
 AGREED VALUE: PERIOD: MAX. EXT. DAYS BI MEDIA:  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:  
 DEDUCTIBLE: 10,000

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	010	BUS INC (III) INCL EXTRA EXP FRAME	ACTUAL LOSS SUSTAINED	SPECIAL	100

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY:  CONDOMINIUM INFLATION GUARD: %  
 EXPIRATION DATE: 02/16/23  REPLACEMENT COST  INCLUDING "STOCK"  
 AGREED VALUE: PERIOD: MAX. EXT. DAYS BI MEDIA:  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:  
 DEDUCTIBLE: EXT/OPT: 72-HR TIME CHG TO 24-HR.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	011	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY:  CONDOMINIUM INFLATION GUARD: %  
 EXPIRATION DATE: 02/16/23  REPLACEMENT COST  INCLUDING "STOCK"  
 AGREED VALUE: BLKT GRP 1 PERIOD: MAX. EXT. DAYS BI MEDIA:  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:  
 DEDUCTIBLE: 10,000

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	011	BUSINESS PERS PROP FRAME	BLKT GRP 2	SPECIAL	90

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY:  CONDOMINIUM INFLATION GUARD: %  
 EXPIRATION DATE: 02/16/23  REPLACEMENT COST  INCLUDING "STOCK"  
 AGREED VALUE: PERIOD: MAX. EXT. DAYS BI MEDIA:  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:  
 DEDUCTIBLE: 10,000

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# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE  
INSURANCE COMPANY OF GREATER NEW YORK

NAMED INSURED <b>OLDE MILL CONDOMINIUM III ASSOCIATION, INC.</b>		EFFECTIVE DATE <b>02/16/2022</b>	POLICY NUMBER <b>6119M94849</b> ENDORSEMENT NUMBER		
DESCRIPTION OF PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE COVERAGE PROVIDED: INSURANCE AT THE DESCRIBED LOCATION APPLIES ONLY FOR COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN. OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.					
LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	011	BUS INC (III) INCL EXTRA EXP FRAME	ACTUAL LOSS SUSTAINED	SPECIAL	100
<b>OTHER PROVISIONS</b>					
TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: CONDOMINIUM <input type="checkbox"/> INFLATION GUARD: % <input type="checkbox"/> AGREED VALUE: EXPIRATION DATE: 02/16/23 <input type="checkbox"/> REPLACEMENT COST <input type="checkbox"/> INCLUDING "STOCK" <input type="checkbox"/> BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA: DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS: <b>EXT/OPT: 72-HR TIME CHG TO 24-HR.</b>					
LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	012	BUILDING FRAME	BLKT GRP 1	SPECIAL	100
<b>OTHER PROVISIONS</b>					
TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: CONDOMINIUM <input type="checkbox"/> INFLATION GUARD: % <input checked="" type="checkbox"/> AGREED VALUE: BLKT GRP 1 EXPIRATION DATE: 02/16/23 <input checked="" type="checkbox"/> REPLACEMENT COST <input type="checkbox"/> INCLUDING "STOCK" <input type="checkbox"/> BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA: DEDUCTIBLE: 10,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:					
LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	012	BUSINESS PERS PROP FRAME	BLKT GRP 2	SPECIAL	90
<b>OTHER PROVISIONS</b>					
TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: CONDOMINIUM <input type="checkbox"/> INFLATION GUARD: % <input type="checkbox"/> AGREED VALUE: EXPIRATION DATE: 02/16/23 <input checked="" type="checkbox"/> REPLACEMENT COST <input checked="" type="checkbox"/> INCLUDING "STOCK" <input type="checkbox"/> BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA: DEDUCTIBLE: 10,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:					
LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	012	BUS INC (III) INCL EXTRA EXP FRAME	ACTUAL LOSS SUSTAINED	SPECIAL	100
<b>OTHER PROVISIONS</b>					
TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: CONDOMINIUM <input type="checkbox"/> INFLATION GUARD: % <input type="checkbox"/> AGREED VALUE: EXPIRATION DATE: 02/16/23 <input type="checkbox"/> REPLACEMENT COST <input type="checkbox"/> INCLUDING "STOCK" <input type="checkbox"/> BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA: DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS: <b>EXT/OPT: 72-HR TIME CHG TO 24-HR.</b>					

Order Date: 02/12/2022  
Department and for resale  
Name/Mod/Desc

# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE  
INSURANCE COMPANY OF GREATER NEW YORK

NAMED INSURED <b>OLDE MILL CONDOMINIUM III ASSOCIATION, INC.</b>		EFFECTIVE DATE <b>02/16/2022</b>	POLICY NUMBER <b>6119M94849</b>		
		ENDORSEMENT NUMBER			
DESCRIPTION OF PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE COVERAGE PROVIDED: INSURANCE AT THE DESCRIBED LOCATION APPLIES ONLY FOR COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN. OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.					
LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	013	BUILDING FRAME	BLKT GRP 1	SPECIAL	100
<b>OTHER PROVISIONS</b>					
TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: <u>CONDOMINIUM</u> INFLATION GUARD: %					
<input checked="" type="checkbox"/> AGREED VALUE: BLKT GRP 1 EXPIRATION DATE: 02/16/23 <input checked="" type="checkbox"/> REPLACEMENT COST <input type="checkbox"/> INCLUDING "STOCK"					
<input type="checkbox"/> BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA: EXCEPTIONS:					
DEDUCTIBLE: 10,000 EARTHQUAKE DEDUCTIBLE:					
LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	013	BUSINESS PERS PROP FRAME	BLKT GRP 2	SPECIAL	90
<b>OTHER PROVISIONS</b>					
TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: <u>CONDOMINIUM</u> INFLATION GUARD: %					
<input type="checkbox"/> AGREED VALUE: EXPIRATION DATE: 02/16/23 <input checked="" type="checkbox"/> REPLACEMENT COST <input checked="" type="checkbox"/> INCLUDING "STOCK"					
<input type="checkbox"/> BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA: EXCEPTIONS:					
DEDUCTIBLE: 10,000 EARTHQUAKE DEDUCTIBLE:					
LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	013	BUS INC (III) INCL EXTRA EXP FRAME	ACTUAL LOSS SUSTAINED	SPECIAL	100
<b>OTHER PROVISIONS</b>					
TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: <u>CONDOMINIUM</u> INFLATION GUARD: %					
<input type="checkbox"/> AGREED VALUE: EXPIRATION DATE: 02/16/23 <input type="checkbox"/> REPLACEMENT COST <input type="checkbox"/> INCLUDING "STOCK"					
<input type="checkbox"/> BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA: EXCEPTIONS:					
DEDUCTIBLE: EXT/OPT: 72-HR TIME CHG TO 24-HR. EARTHQUAKE DEDUCTIBLE:					
LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	014	BUILDING FRAME	BLKT GRP 1	SPECIAL	100
<b>OTHER PROVISIONS</b>					
TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: <u>CONDOMINIUM</u> INFLATION GUARD: %					
<input checked="" type="checkbox"/> AGREED VALUE: BLKT GRP 1 EXPIRATION DATE: 02/16/23 <input checked="" type="checkbox"/> REPLACEMENT COST <input type="checkbox"/> INCLUDING "STOCK"					
<input type="checkbox"/> BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA: EXCEPTIONS:					
DEDUCTIBLE: 10,000 EARTHQUAKE DEDUCTIBLE:					

Address: 270 Calverton Rd  
City: Jamaica, NY 11435  
Phone: (718) 524-1000  
Fax: (718) 524-1001  
E-mail: gny@icny.com

# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE  
INSURANCE COMPANY OF GREATER NEW YORK

NAMED INSURED <b>OLDE MILL CONDOMINIUM III ASSOCIATION, INC.</b>		EFFECTIVE DATE <b>02/16/2022</b>	POLICY NUMBER <b>6119M94849</b>		
			ENDORSEMENT NUMBER		
DESCRIPTION OF PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE COVERAGE PROVIDED: INSURANCE AT THE DESCRIBED LOCATION APPLIES ONLY FOR COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN. OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.					
LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	014	<b>BUSINESS PERS PROP FRAME</b>	BLKT GRP 2	<b>SPECIAL</b>	90
<b>OTHER PROVISIONS</b>					
TERRITORY: <b>001</b> PROTECTION CLASS: <b>03</b> OCCUPANCY: <b>CONDOMINIUM</b> INFLATION GUARD: % <input type="checkbox"/> AGREED VALUE: EXPIRATION DATE: <b>02/16/23</b> <input checked="" type="checkbox"/> REPLACEMENT COST <input checked="" type="checkbox"/> INCLUDING "STOCK" <input type="checkbox"/> BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA: DEDUCTIBLE: <b>10,000</b> EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:					
LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	014	<b>BUS INC (III) INCL EXTRA EXP FRAME</b>	ACTUAL LOSS SUSTAINED	<b>SPECIAL</b>	100
<b>OTHER PROVISIONS</b>					
TERRITORY: <b>001</b> PROTECTION CLASS: <b>03</b> OCCUPANCY: <b>CONDOMINIUM</b> INFLATION GUARD: % <input type="checkbox"/> AGREED VALUE: EXPIRATION DATE: <b>02/16/23</b> <input type="checkbox"/> REPLACEMENT COST <input type="checkbox"/> INCLUDING "STOCK" <input type="checkbox"/> BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA: DEDUCTIBLE: <b>EXT/OPT: 72-HR TIME CHG TO 24-HR.</b> EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:					
LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	015	<b>BUILDING FRAME</b>	BLKT GRP 1	<b>SPECIAL</b>	100
<b>OTHER PROVISIONS</b>					
TERRITORY: <b>001</b> PROTECTION CLASS: <b>03</b> OCCUPANCY: <b>CONDOMINIUM</b> INFLATION GUARD: % <input checked="" type="checkbox"/> AGREED VALUE: <b>BLKT GRP 1</b> EXPIRATION DATE: <b>02/16/23</b> <input checked="" type="checkbox"/> REPLACEMENT COST <input type="checkbox"/> INCLUDING "STOCK" <input type="checkbox"/> BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA: DEDUCTIBLE: <b>10,000</b> EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:					
LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	015	<b>BUSINESS PERS PROP FRAME</b>	BLKT GRP 2	<b>SPECIAL</b>	90
<b>OTHER PROVISIONS</b>					
TERRITORY: <b>001</b> PROTECTION CLASS: <b>03</b> OCCUPANCY: <b>CONDOMINIUM</b> INFLATION GUARD: % <input type="checkbox"/> AGREED VALUE: EXPIRATION DATE: <b>02/16/23</b> <input checked="" type="checkbox"/> REPLACEMENT COST <input checked="" type="checkbox"/> INCLUDING "STOCK" <input type="checkbox"/> BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA: DEDUCTIBLE: <b>10,000</b> EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:					

Address: 270 Clarendon Ct  
 Order Dept: 08-12-0000  
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# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE  
INSURANCE COMPANY OF GREATER NEW YORK

NAMED INSURED <b>OLDE MILL CONDOMINIUM III ASSOCIATION, INC.</b>		EFFECTIVE DATE <b>02/16/2022</b>	POLICY NUMBER <b>6119M94849</b>		
			ENDORSEMENT NUMBER		
DESCRIPTION OF PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE COVERAGE PROVIDED: INSURANCE AT THE DESCRIBED LOCATION APPLIES ONLY FOR COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN. OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.					
LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	015	BUS INC (III) INCL EXTRA EXP FRAME	ACTUAL LOSS SUSTAINED	SPECIAL	100
<b>OTHER PROVISIONS</b>					
TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: <b>CONDOMINIUM</b> INFLATION GUARD: % <input type="checkbox"/> AGREED VALUE: EXPIRATION DATE: <b>02/16/23</b> <input type="checkbox"/> REPLACEMENT COST <input type="checkbox"/> INCLUDING "STOCK" <input type="checkbox"/> BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA: DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS: <b>EXT/OPT: 72-HR TIME CHG TO 24-HR.</b>					
LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	016	BUILDING FRAME	BLKT GRP 1	SPECIAL	100
<b>OTHER PROVISIONS</b>					
TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: <b>CONDOMINIUM</b> INFLATION GUARD: % <input checked="" type="checkbox"/> AGREED VALUE: <b>BLKT GRP 1</b> EXPIRATION DATE: <b>02/16/23</b> <input checked="" type="checkbox"/> REPLACEMENT COST <input type="checkbox"/> INCLUDING "STOCK" <input type="checkbox"/> BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA: DEDUCTIBLE: <b>10,000</b> EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:					
LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	016	BUSINESS PERS PROP FRAME	BLKT GRP 2	SPECIAL	90
<b>OTHER PROVISIONS</b>					
TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: <b>CONDOMINIUM</b> INFLATION GUARD: % <input type="checkbox"/> AGREED VALUE: EXPIRATION DATE: <b>02/16/23</b> <input checked="" type="checkbox"/> REPLACEMENT COST <input checked="" type="checkbox"/> INCLUDING "STOCK" <input type="checkbox"/> BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA: DEDUCTIBLE: <b>10,000</b> EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:					
LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	016	BUS INC (III) INCL EXTRA EXP FRAME	ACTUAL LOSS SUSTAINED	SPECIAL	100
<b>OTHER PROVISIONS</b>					
TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: <b>CONDOMINIUM</b> INFLATION GUARD: % <input type="checkbox"/> AGREED VALUE: EXPIRATION DATE: <b>02/16/23</b> <input type="checkbox"/> REPLACEMENT COST <input type="checkbox"/> INCLUDING "STOCK" <input type="checkbox"/> BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA: DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS: <b>EXT/OPT: 72-HR TIME CHG TO 24-HR.</b>					

Order Date: 02-12-2022  
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# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE  
INSURANCE COMPANY OF GREATER NEW YORK

NAMED INSURED <b>OLDE MILL CONDOMINIUM III ASSOCIATION, INC.</b>		EFFECTIVE DATE <b>02/16/2022</b>	POLICY NUMBER <b>6119M94849</b> ENDORSEMENT NUMBER		
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LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	017	<b>BUILDING FRAME</b>	BLKT GRP 1	<b>SPECIAL</b>	100
<b>OTHER PROVISIONS</b>					
TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: <b>CONDOMINIUM</b> INFLATION GUARD: % <input checked="" type="checkbox"/> AGREED VALUE: BLKT GRP 1 EXPIRATION DATE: 02/16/23 <input checked="" type="checkbox"/> REPLACEMENT COST <input type="checkbox"/> INCLUDING "STOCK" <input type="checkbox"/> BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA: DEDUCTIBLE: 10,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:					
LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	017	<b>BUSINESS PERS PROP FRAME</b>	BLKT GRP 2	<b>SPECIAL</b>	90
<b>OTHER PROVISIONS</b>					
TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: <b>CONDOMINIUM</b> INFLATION GUARD: % <input type="checkbox"/> AGREED VALUE: EXPIRATION DATE: 02/16/23 <input checked="" type="checkbox"/> REPLACEMENT COST <input checked="" type="checkbox"/> INCLUDING "STOCK" <input type="checkbox"/> BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA: DEDUCTIBLE: 10,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:					
LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	017	<b>BUS INC (III) INCL EXTRA EXP FRAME</b>	ACTUAL LOSS SUSTAINED	<b>SPECIAL</b>	100
<b>OTHER PROVISIONS</b>					
TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: <b>CONDOMINIUM</b> INFLATION GUARD: % <input type="checkbox"/> AGREED VALUE: EXPIRATION DATE: 02/16/23 <input type="checkbox"/> REPLACEMENT COST <input type="checkbox"/> INCLUDING "STOCK" <input type="checkbox"/> BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA: DEDUCTIBLE: EXT/OPT: 72-HR TIME CHG TO 24-HR. EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:					
LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	018	<b>BUILDING FRAME</b>	BLKT GRP 1	<b>SPECIAL</b>	100
<b>OTHER PROVISIONS</b>					
TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: <b>CONDOMINIUM</b> INFLATION GUARD: % <input checked="" type="checkbox"/> AGREED VALUE: BLKT GRP 1 EXPIRATION DATE: 02/16/23 <input checked="" type="checkbox"/> REPLACEMENT COST <input type="checkbox"/> INCLUDING "STOCK" <input type="checkbox"/> BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA: DEDUCTIBLE: 10,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:					



# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

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INSURANCE COMPANY OF GREATER NEW YORK

NAMED INSURED <b>OLDE MILL CONDOMINIUM III ASSOCIATION, INC.</b>	EFFECTIVE DATE <b>02/16/2022</b>	POLICY NUMBER <b>6119M94849</b> ENDORSEMENT NUMBER
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DESCRIPTION OF PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE  
 COVERAGE PROVIDED: INSURANCE AT THE DESCRIBED LOCATION APPLIES ONLY FOR COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN.  
 OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	018	BUSINESS PERS PROP FRAME	BLKT GRP 2	SPECIAL	90

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: **CONDOMINIUM** INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE: 02/16/23  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 10,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	018	BUS INC (III) INCL EXTRA EXP FRAME	ACTUAL LOSS SUSTAINED	SPECIAL	100

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 03 OCCUPANCY: **CONDOMINIUM** INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE: 02/16/23  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EXT/OPT: 72-HR TIME CHG TO 24-HR. EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.

**OTHER PROVISIONS**

TERRITORY: PROTECTION CLASS: OCCUPANCY:  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.

**OTHER PROVISIONS**

TERRITORY: PROTECTION CLASS: OCCUPANCY:  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

Address: 270 Glinda Ct  
 Order Date: 02-12-2022  
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**COMMERCIAL PROPERTY DECLARATIONS  
COMMERCIAL PROPERTY COVERAGE PART (CONTINUED)**

THIS POLICY IS ISSUED BY THE  
**INSURANCE COMPANY OF GREATER NEW YORK**

NAMED INSURED <b>OLDE MILL CONDOMINIUM III ASSOCIATION, INC.</b>	<b>EFFECTIVE</b> DATE <b>02-16-22</b>	POLICY NUMBER <b>6119M94849</b> ENDORSEMENT NUMBER
<b>FORMS APPLICABLE:</b>  See Schedule of Forms and Endorsements		
<b>MORTGAGE HOLDERS:</b>  See Schedule of Mortgage Holder(s)		
<b>LOSS PAYEES:</b>  See Schedule of Loss Payee(s)		
TAX OR SURCHARGE:		\$
<b>TOTAL ANNUAL PREMIUM - THIS COVERAGE PART:</b>		\$ <b>41,968.00</b>

POLICY NUMBER: 6119M94849  
 Address: 270 Glendon Ct  
 On file Date: 02-12-2022  
 Document used for resale  
 Home: 410-200-1000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EQUIPMENT BREAKDOWN ENHANCEMENT ENDORSEMENT

As respects the coverage provided by this **Equipment Breakdown Enhancement Endorsement**, the coverage provided in the following Coverage Forms is modified.

**BUILDING AND PERSONAL PROPERTY COVERAGE FORM**  
**CAUSES OF LOSS – BASIC FORM**  
**CAUSES OF LOSS – BROAD FORM**  
**CAUSES OF LOSS - SPECIAL FORM**  
**CONDOMINIUM ASSOCIATION COVERAGE FORM**  
**COMMERCIAL PROPERTY CONDITIONS FORM**  
**WATER EXCLUSION FORM**

### AMENDMENTS TO THE COMMERCIAL PROPERTY CONDITIONS FORM

For purposes of the coverage provided by this Equipment Breakdown Enhancement Endorsement, the following replaces **C. INSURANCE UNDER TWO OR MORE COVERAGES**:

If the Equipment Breakdown Enhancement Endorsement and one of the following:

- Movie Theater Specialty Coverage Endorsement;
- Habitational Specialty Coverage Endorsement;
- Manufactures' Specialty Endorsement;
- Package Enhanced Coverage Endorsement

applies to the same loss or damage, the limits provided by the Endorsements will not be added together. The most we will pay is the higher of the two limits. In all other cases, if two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

### AMENDMENTS TO THE BUILDING AND PERSONAL PROPERTY AND CONDOMINIUM ASSOCIATION COVERAGE FORMS

For purposes of the coverage provided by this Equipment Breakdown Enhancement Endorsement, the following is added to **2. Property Not Covered** under **A. Coverage**:

- r. Insulating or refractory material;
- s. Structure, foundation, cabinet or compartment containing the object;
- t. Power shovel, dragline, excavator, vehicle, aircraft, floating vessel or structure, penstock, draft tube or well-casing;
- u. Conveyor, crane, elevator, escalator or hoist, but not excluding any electrical machine or electrical apparatus mounted on or used with this equipment; felt, wire, screen, die, extrusion, plate, swing hammer, grinding disc, cutting blade, cable, chain, belt, rope, clutch plate, brake pad, non-metallic part or any part or tool subject to frequent, periodic replacement.

For purposes of the coverage provided by this Equipment Breakdown Enhancement Endorsement, the following is added to **d. Pollutant Clean Up and Removal** under **A.4. Additional Coverage**:

#### **d. Pollutant Clean Up and Removal**

We will pay for the Pollutant Clean Up and Removal for loss resulting from an "Equipment Breakdown". The most we will pay for the Pollutant Clean Up and Removal is **\$250,000**. Any amount we pay under this Pollutant Clean Up and Removal Additional Coverage is subject to, is a part of, and is not in

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addition to the applicable Limit of Insurance for Covered Property.

Furthermore, this Additional Coverage applies on a per policy basis regardless of the number of buildings, premises, or locations we insure on the Policy. Therefore, in no event, will we pay more in any one covered loss than a total of **\$250,000** as part of and not in addition to the applicable Limit of Insurance for Covered Property.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water at your covered location(s).

For purposes of the coverage provided by this Equipment Breakdown Enhancement Endorsement, the following are added to **A.4. Additional Coverage**:

#### **g. Expediting Expenses**

We will pay for the expediting expense loss resulting from an "Equipment Breakdown" with respect to your damaged Covered Property. We will pay the reasonable extra cost to:

- (1) Make temporary repairs;
- (2) Expedite permanent repairs; and
- (3) Expedite permanent replacement

"Reasonable extra cost" shall mean the extra cost of temporary repair and of expediting the repair of such damaged equipment of the insured, including overtime and the extra cost of express or other rapid means of transportation. This will be a part of and not an addition to the limit per loss.

"Expediting Expenses" shall mean – only to the extent it reduces the amount of loss that otherwise would have been payable under this "Equipment Breakdown" coverage.

Any amount we pay under this Expediting Expenses Additional Coverage is subject to, is a part of, and is not in addition to the applicable Limit of Insurance for Covered Property. Furthermore, this Additional Coverage applies on a per policy basis regardless of the number of buildings, premises, or locations we insure on the Policy. Therefore, in no event, will we pay more than the applicable Limit of Insurance for Covered Property.

#### **h. Refrigerant Contamination**

We will pay for direct physical loss or damage to Covered Property due to contamination by refrigerant (including ammonia) used in refrigerating, cooling or humidity controlled equipment at the described premises as a result of an "Equipment Breakdown".

The most we will pay for the sum of all direct loss or damage and business income and extra expense under this coverage is **\$250,000**. Any amount we pay under this Refrigerant Contamination Additional Coverage is subject to, is a part of, and is not in addition to the applicable Limit of Insurance for Covered Property. Furthermore, this Additional Coverage applies on a per policy basis regardless of the number of buildings, premises, or locations we insure on the Policy. Therefore, in no event, will we pay more in any one covered loss than a total of **\$250,000** as part of and not in addition to the applicable Limit of Insurance for Covered Property.

#### **i. Spoilage**

We will pay for loss of "perishable goods" due to spoilage resulting from lack or excess of power, light, heat, steam or refrigeration caused by an "Equipment Breakdown" to types of property covered by this policy, that are:

- (1) Located on or within 1,000 feet of your described premises; and
- (2) Owned or used by you, owned by the building owner at your described premises, or owned by a public utility.

However, we will not pay for any loss, damage, cost or expense directly caused by, contributed to by, resulting from or arising out of the following causes of loss:

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Fire, lightning, combustion explosion, windstorm or hail, weight of snow, ice or sleet, freeze, falling objects, smoke, aircraft or vehicles, riot or civil commotion, vandalism, sinkhole collapse, volcanic action, leakage from fire extinguishing equipment, water, water damage, earth movement or flood.

The most we will pay for loss or damage under this coverage is **\$250,000**. Any amount we pay under this Spoilage Additional Coverage is subject to, is a part of, and is not in addition to the applicable Limit of Insurance for Covered Property. Furthermore, this Additional Coverage applies on a per policy basis regardless of the number of buildings, premises, or locations we insure on the Policy. Therefore, in no event, will we pay more in any one covered loss than a total of **\$250,000** as part of and not in addition to the applicable Limit of Insurance for Covered Property.

#### **j. Temperature Fluctuation**

We will pay for loss of "perishable goods" only caused by or resulting from any condition or event to Covered Property that can be resolved by calibrating, resetting, tightening, adjusting or cleaning. However, we will not pay for loss of "perishable goods" as a result of resetting the power supply to the Covered Property containing the "perishable goods".

The most we will pay for the sum of all direct loss or damage and business income and extra expense under this coverage is **\$5,000**. Any amount we pay under this Temperature Fluctuation Additional Coverage is subject to, is a part of, and is not in addition to the applicable Limit of Insurance for Covered Property. Furthermore, this Additional Coverage applies on a per policy basis regardless of the number of buildings, premises, or locations we insure on the Policy. Therefore, in no event, will we pay more in any one covered loss than a total of **\$5,000** as part of and not in addition to the applicable Limit of Insurance for Covered Property.

#### **k. CFC Refrigerants**

We will pay for the additional cost to repair or replace Covered Property because of the use or presence of a refrigerant containing CFC (chlorofluorocarbon) substances resulting from an "Equipment Breakdown". Additional costs mean those in excess of what would have been required to repair or replace covered property, had no CFC refrigerant been involved. We also pay for additional loss as described under the Spoilage or Loss of Income Coverages provided by this endorsement, caused by the presence of a refrigerant containing CFC substances.

We pay no more than the least of the following but not to exceed policy limit:

- (1) The cost to repair the damaged property and replace any lost CFC refrigerant;
- (2) The cost to repair the damaged property, retrofit the system to accept a non-CFC refrigerant, and charge the system with a non-CFC refrigerant; or
- (3) The cost to replace the system with one using a non-CFC refrigerant.

Any amount we pay under this CFC Refrigerants Additional Coverage is subject to, is a part of, and is not in addition to the applicable Limit of Insurance for Covered Property. Furthermore, this Additional Coverage applies on a per policy basis regardless of the number of buildings, premises, or locations we insure on the Policy. Therefore, in no event, will we pay more than the applicable Limit of Insurance for Covered Property.

#### **l. Computer Equipment**

We will pay for loss or damage to your "computer equipment" caused by an "Equipment Breakdown".

"Computer equipment" means Covered Property that is electronic computer or other data processing equipment, including peripherals used in conjunction with such equipment, and electronic media and records.

Any amount we pay under this "Computer Equipment" Additional Coverage is subject to, is a part of, and is not in addition to the applicable Limit of Insurance for Covered Property. Furthermore, this Additional

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Coverage applies on a per policy basis regardless of the number of buildings, premises, or locations we insure on the Policy. Therefore, in no event, will we pay more than the applicable Limit of Insurance for Covered Property.

**m. Off Premises Services Interruption**

a. For coverage provided by this endorsement, with respect to your damaged Covered Property, we will pay for loss or damage caused by the Interruption of Services to the premises described in the Declarations. The interruption must result from direct physical loss or damage by an "Equipment Breakdown" to property not on the described premises that provided the following services:

- (1) "Water Supply Services", meaning the following types of property supplying water to the premises described in the Declarations:
  - (a) Pumping stations
  - (b) Water mains.
- (2) "Communications Supply Service", means property supplying communication services including telephone, radio, microwave or television services to the premises described in the Declarations such as:
  - (a) Communication transmission lines
  - (b) Coaxial cables; or
  - (c) Microwave radio relays except satellitesIt does not include overhead transmissions lines.
- (3) "Power Supply Service" means the following types of property supplying electricity, steam or gas to the premises described in the Declarations:
  - (a) Utility generating plants;
  - (b) Switching stations;
  - (c) Substations;
  - (d) Transformers;
  - (e) Distribution lines;
  - (f) Underground transmission lines."Power Supply Service" does not include overhead transmission lines.

b. However, we will not pay for any loss, damage, cost or expense directly caused by, contributed to by, resulting from or arising out of the following causes of loss:

Fire, lightning, combustion explosion, windstorm or hail, weight of snow, ice or sleet, freeze, falling objects, smoke, aircraft or vehicles, riot or civil commotion, vandalism, sinkhole collapse, volcanic action, leakage from fire extinguishing equipment, water, water damage, earth movement or flood.

c. Deductibles:

- (1) For Business Income and Extra Expense, we will only pay for the loss you sustain after the first **12** hours following the direct physical loss or damage to the off premises property to which this Additional Coverage applies.
- (2) For Direct damage losses, a **\$1,000** per occurrence deductible applies.

The most we will pay for the sum of all loss, damage, business income and extra expense under this Additional Coverage is **\$250,000**. Any amount we pay under this Off-Premises Services Interruption Additional Coverage is subject to, is a part of, and is not in addition to the applicable Limit of Insurance for Covered Property. Furthermore, this Additional Coverage applies on a per policy basis regardless of the number of buildings, premises, or locations we insure on the Policy. Therefore, in no event, will we pay more in any one covered loss than a total of **\$250,000** as part of and not in addition to the applicable Limit of Insurance for Covered Property. The Coinsurance Condition does not apply to this Additional Coverage.

Exclusion **B.1.e.** of the Causes of Loss Coverage Form attached to your policy does not apply to this Additional Coverage.

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**n. Data Restoration**

We will pay for your reasonable and necessary cost to research, replace and restore "data", including programs and operating systems that are lost as a result of an "Equipment Breakdown". The most we will pay for loss or damage under this coverage is **\$250,000**. This Additional Coverage applies on a per policy basis regardless of the number of buildings, premises, or locations we insure on the Policy. Therefore, in no event, will we pay more in any one covered loss than a total of **\$250,000** as part of and not in addition to the applicable Limit of Insurance for Covered Property.

Only for the purposes of the coverage provided under this Data Restoration Additional Coverage, direct physical loss or damage to "data" resulting from an "Equipment Breakdown" includes erasure, derangement (scrambling), or failure of such programs and operating systems to function in the fashion for which it was designed.

Only for the purposes of the coverage provided by this Data Restoration Additional Coverage, "data" means any information that is electronically magnetically or optically stored, recorded or installed for use in your information systems or data processing operations.

**o. Unauthorized Instruction**

We will pay for loss or damage to your "computer equipment" caused by an "unauthorized instruction" which results in an "equipment breakdown".

Any amount we pay under this Unauthorized Instruction Additional Coverage is subject to, is a part of, and is not in addition to the applicable Limit of Insurance for Covered Property. Furthermore, this Additional Coverage applies on a per policy basis regardless of the number of buildings, premises, or locations we insure on the Policy. Therefore, in no event, will we pay more than the applicable Limit of Insurance for Covered Property.

"Unauthorized instruction" means a virus, harmful code or similar instruction introduced into or enacted on a computer system or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation.

**p. Service Interruption**

Any insurance provided for Business Income, Extra Expense or Data Restoration is extended to apply to your loss, damage or expense caused by an "equipment breakdown" to equipment that is owned by a utility, landlord or other supplier with whom you have a contract to supply you with any of the following services: electrical power, waste disposal, air conditioning, refrigeration, heating, natural gas, compressed air, water, steam, internet access, telecommunications services, wide area networks, data transmission or "cloud computing". The equipment must meet the definition of "equipment breakdown" except that it is not Covered Property.

**q. Risk Improvement**

If Covered Property suffers direct physical loss or damage due to an "equipment breakdown", we will pay for the insured to improve the "power quality" of the electrical system or equipment at the loss location where the "equipment breakdown" occurred. "Power quality" means the conditions that allow electrical systems or equipment to operate as intended by limiting voltage fluctuations and other power influences that would adversely affect the operational performance and/or reduce the reliability, or the life-span of the electrical system.

We will pay the reasonable extra cost to improve "power quality" for the following electrical systems and/or equipment improvements:

- a. Installation of surge protection devices (SPD's) which are installed at the loss location's line disconnect, load disconnect, or on specific pieces of equipment and that are certified by Underwriter Laboratories (UL) or has an equivalent certification.

However SPD's do not include any SPD's which are cord-connected surge strips, direct plug-in SPD's or receptacle SPD's;

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- b. An upgrade and/or replacement of; electrical panels, switchgear and/or circuit breakers; or
- c. Electrical wire and wiring improvements which include installation of; flexible conduit, junction boxes and/or ground wiring.

We will not pay more than **10%**, to a maximum limit of **\$10,000**, of the loss amount paid. An invoice for implementation of this Additional Coverage must be sent to us within **180** days after the payment of the loss is received. Any amount we pay under this Risk Improvement Additional Coverage is subject to, is a part of, and is not in addition to the applicable Limit of Insurance for Covered Property. Furthermore, this Additional Coverage applies on a per policy basis regardless of the number of buildings, premises, or locations we insure on the Policy. Therefore, in no event, will we pay more in any one covered loss than **10%**, to a maximum limit of **\$10,000**, of the loss amount paid as part of and not in addition to the applicable Limit of Insurance for Covered Property.

**r. Off-Premises Coverage**

We will pay for loss or damage to Covered Property resulting from a covered "Equipment Breakdown" while temporarily at a premises or location that is not a described premises.

The most we will pay for loss or damage under this coverage is **\$25,000**. This will be a part of and not an addition to the limit per loss. Furthermore, this Additional Coverage applies on a per policy basis regardless of the number of buildings, premises, or locations we insure on the Policy. Therefore, in no event, will we pay more in any one covered loss than a total of **\$25,000** as part of and not in addition to the applicable Limit of Insurance for Covered Property.

For purposes of the coverage provided by this Equipment Breakdown Enhancement Endorsement, the following are added to **F. Additional Conditions**:

**3. Suspension**

Whenever Covered Property is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss to that Covered Property for the perils covered by this endorsement. Coverage can be suspended and possibly reinstated by delivering or mailing a written notice of suspension / coverage reinstatement to:

- (a) Your last known address; or
- (b) The address where the property is located.

If we suspend your insurance, you will get a pro rata refund of premium. But the suspension will be effective even if we have not yet made or offered a refund.

**4. Jurisdictional Inspections**

If any Covered Property under this endorsement requires inspection to comply with state or municipal boiler and pressure vessel regulations, we agree to perform such inspection on your behalf. We do not warrant that conditions are safe or healthful.

**5. Environmental, Safety and Energy Efficiency Improvements**

If Covered Property requires repair or replacement due to an "Equipment Breakdown", we will pay your additional cost to replace with equipment that is better for the environment, safer, or more energy efficient than the equipment being replaced.

However, we will not pay more than **150%** of what the cost would have been to repair or replace with like kind and quality. This Condition does not apply to any property to which Actual Cash Value applies.



**6. Green Environmental and Efficiency Improvements** If Covered Property requires repair or replacement due to an "Equipment Breakdown", we will pay:

- a. The lesser of the reasonable and necessary additional cost incurred by the Insured to repair or replace physically damaged Covered Property with equipment of like kind and quality which qualifies as "Green". "Like kind and quality" includes similar size and capacity.
- b. The additional reasonable and necessary fees incurred by the Insured for an accredited professional certified by a "Green Authority" to participate in the repair or replacement of physically damaged Covered Property as "Green".
- c. The additional reasonable and necessary cost incurred by the Insured for certification or recertification of the repaired or replaced Covered Property as "Green".
- d. The additional reasonable and necessary cost incurred by the Insured for "Green" in the removal, disposal or recycling of damaged Covered Property.
- e. The business interruption (if covered within the Policy to which the Equipment Breakdown Enhancement Endorsement – Green Environmental and Efficiency Improvements is attached) loss during the additional time required for repair or replacement of Covered Property, consistent with "Green", in the coverage above.

We will not pay more than **150%**, to a maximum limit of **\$250,000**, of what the cost would have been to repair or replace with equipment of like kind and quality inclusive of fees, costs and any business interruption loss incurred as stated above.

**Green Environmental and Efficiency Improvements** does not cover any of the following:

- a. Covered Property does not include stock, raw materials, finished goods, "production machinery", merchandise, electronic data processing equipment not used in the functional support of the real property, process water, molds and dies, property in the open, property of others for which the Insured is legally liable, or personal property of others.
- b. Any loss adjusted on any valuation basis other than a repair or replacement basis as per the Valuation section of this policy.
- c. Any loss covered under any other section of this policy.
- d. Any cost incurred due to any law or ordinance with which the Insured was legally obligated to comply prior to the time of the "Equipment Breakdown".

These **Additional Conditions** will be part of, and not an addition to, the limits of liability per loss or any other sub-limits of the Policy.

For purposes of the coverage provided by this Equipment Breakdown Enhancement Endorsement, the following is added to **H. Definitions**:

**4. "Equipment Breakdown"**

"Equipment Breakdown" as used herein means:

- a. Direct Physical loss or damage both originating within:

(1) Boilers, fired or unfired pressure vessels, vacuum vessels, and pressure piping, all normally subject to vacuum or internal pressure other than static pressure of contents, excluding:

- a. Waste disposal piping;
- b. Any piping forming part of a fire protective system;

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- c. Furnaces; and
  - d. Any water piping other than:
    - (1) Boiler feed water piping between the feed pump and the boiler; piping carrying steam from one building to another;
    - (2) Boiler condensate return piping; or
    - (3) Water piping forming part of a refrigerating or air conditioning system used for cooling, humidifying or space heating purposes.
- (2) All mechanical, electrical, electronic, fiber optic equipment or "electronic equipment"; and
- b. Caused by, resulting from, or consisting of:
- (1) Mechanical breakdown;
  - (2) Electrical or electronic breakdown and "electronic equipment deficiency"; or
  - (3) Rupture, bursting, bulging, implosion, or steam explosion.
  - (4) If covered electrical equipment requires drying out as a result of a flood, we will pay for the direct expenses of such drying out.

However, "Equipment Breakdown" will not mean:

Physical loss or damage caused by or resulting from any of the following; however if loss or damage not otherwise excluded results, then we will pay for such resulting damage:

- (1) Wear and Tear;
  - (2) Rust or other corrosion, decay, deterioration, hidden or latent defect, mold or any other quality in property that causes it to damage or destroy itself;
  - (3) Smog;
  - (4) Settling, cracking, shrinking or expansion;
  - (5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals;
  - (6) Any accident, loss, damage, cost, claim, or expense, whether preventative, remedial, or otherwise, directly or indirectly arising out of or relating to the recognition, interpretation, calculation, comparison, differentiation, sequencing, or processing of data by any computer system including any hardware, programs or software;
  - (7) The following causes of loss to personal property:
    - (a) Dampness or dryness of atmosphere;
    - (b) Marring or scratching.
  - (8) Loss, damage, cost or expense directly caused by, contributed to by, resulting from or arising out of the following causes of loss:
 

Fire, lightning, combustion explosion, windstorm or hail, weight of snow, ice or sleet, freeze, falling objects, smoke, aircraft or vehicles, riot or civil commotion, vandalism, sinkhole collapse, volcanic action, leakage from fire extinguishing equipment, water, water damage, earth movement or flood.
5. "Perishable goods" as used herein means personal property maintained under controlled conditions for its preservation and susceptible to loss or damage if the controlled conditions change.
6. "Green" as used herein means products, materials, methods and processes certified by a "Green Authority" that conserve natural resources, reduce energy or water consumption, avoid toxic or other polluting emissions or otherwise minimize environmental impact.
7. "Green Authority" as used herein means an authority on "Green" buildings, products, materials, methods or processes certified and accepted by Leadership in Energy and Environmental Design (LEED®), "Green" Building Initiative Green Globes®, Energy Star Rating System or any other recognized "Green" rating system.

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8. "Production machinery" as used herein means any machine which processes, forms, shapes, or transports raw materials, materials in process, waste material or finished products.
9. "Electronic equipment" means devices which operate using many small electrical parts such as, but not limited to, microchips, transistors or circuits.
10. "Electronic equipment deficiency" means the quality or condition inside of "electronic equipment" which renders this equipment unexpectedly inoperable and which is operable again once a piece of "electronic equipment" has been replaced.

However, "electronic equipment deficiency" will not include replacement of "electronic equipment" for any condition that could have been resolved without replacement of the "electronic equipment" including but not limited to "computer equipment" maintenance or the reinstallation or incompatibility of software.

11. "Cloud computing" means on-demand network access to a shared pool of computing resources via networks, servers, storage, applications and services provided by an organization with whom you have a contract with using the following service models: Software as a Service (SaaS), Platform as a Service (PaaS) and Infrastructure as a Service (IaaS) on the following deployment models: public cloud, community cloud, hybrid cloud and private cloud.

## AMENDMENTS TO THE CAUSES OF LOSS – BASIC FORM

For purposes of the coverage provided by this Equipment Breakdown Enhancement Endorsement, the following is added to **A. Covered Causes of Loss**:

### 12. "Equipment Breakdown"

For purposes of the coverage provided by this Equipment Breakdown Enhancement Endorsement, the following replaces **g. Water** under **B. Exclusions**:

#### g. Water

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal waves, overflow of any body of water, or spray from any of these, all whether driven by wind (including storm surge);
- (2) Mudslide or mudflow;
- (3) Water that backs up or overflows or is otherwise discharged from a sewer, drain or sump, sump pump or related equipment;
- (4) Water under the ground surface pressing on, or flowing or seeping through:
  - (a) Foundations, walls, floors or paved surfaces;
  - (b) Basements, whether paved or not; or
  - (c) Doors, windows or other openings.
- (5) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph (1), (3) or (4), or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by an act of nature or is otherwise caused. But if any of the above, in paragraphs (1) through (5) above results in fire, explosion, sprinkler leakage or "Equipment Breakdown", we will pay for the loss or damage caused by that fire, explosion, sprinkler leakage or "Equipment Breakdown."

For purposes of the coverage provided by this Equipment Breakdown Enhancement Endorsement, the following **Exclusions** are deleted:

**B.2.a., B.2.d., B.2.e.**

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## AMENDMENTS TO THE CAUSES OF LOSS – BROAD FORM

The following is added to **A. Covered Causes of Loss**:

### 15. "Equipment Breakdown"

For purposes of the coverage provided by this Equipment Breakdown Enhancement Endorsement, the following replaces **g. Water** under **B. Exclusions**:

#### **g. Water**

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal waves, overflow of any body of water, or spray from any of these, all whether driven by wind (including storm surge);
- (2) Mudslide or mudflow;
- (3) Water that backs up or overflows or is otherwise discharged from a sewer, drain or sump, sump pump or related equipment;
- (4) Water under the ground surface pressing on, or flowing or seeping through:
  - (a) Foundations, walls, floors or paved surfaces;
  - (b) Basements, whether paved or not; or
  - (c) Doors, windows or other openings.
- (5) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph (1), (3) or (4), or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by an act of nature or is otherwise caused. But if any of the above, in paragraphs (1) through (5) above results in fire, explosion, sprinkler leakage or "Equipment Breakdown", we will pay for the loss or damage caused by that fire, explosion, sprinkler leakage or "Equipment Breakdown."

For purposes of the coverage provided by this Equipment Breakdown Enhancement Endorsement, the following **Exclusions** are deleted:

**B.2.a., B.2.b., B.2.c.**

## AMENDMENTS TO THE CAUSES OF LOSS - SPECIAL FORM

The following is included under **A. Covered Causes of Loss**:

"Equipment Breakdown" is included.

For purposes of the coverage provided by this Equipment Breakdown Enhancement Endorsement, the following replaces **g. Water** under **B. Exclusions**:

#### **g. Water**

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal waves, overflow of any body of water, or spray from any of these, all whether driven by wind (including storm surge);
- (2) Mudslide or mudflow;
- (3) Water that backs up or overflows or is otherwise discharged from a sewer, drain or sump, sump pump or related equipment;
- (4) Water under the ground surface pressing on, or flowing or seeping through:
  - (a) Foundations, walls, floors or paved surfaces;
  - (b) Basements, whether paved or not; or
  - (c) Doors, windows or other openings.
- (5) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph (1), (3) or (4), or material carried or otherwise moved by mudslide or mudflow.

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This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by an act of nature or is otherwise caused. But if any of the above, in paragraphs (1) through (5) above results in fire, explosion, sprinkler leakage or "Equipment Breakdown", we will pay for the loss or damage caused by that fire, explosion, sprinkler leakage or "Equipment Breakdown."

For purposes of the coverage provided by this Equipment Breakdown Enhancement Endorsement, the following **Exclusions** are deleted:

**B.2.a., B.2.d.(6), B.2.e.**

For purposes of the coverage provided by this Equipment Breakdown Enhancement Endorsement, **C. Limitations** is amended as follows:

All **Limitations** apply to the coverage provided by the Equipment Breakdown Enhancement Endorsement except **C.1.a.** and **C.1.b.**

For purposes of the coverage provided by this Equipment Breakdown Enhancement Endorsement, the following amends **G. Definitions**:

The following is added to the "Specified Causes of Loss" definition:

2. "Specified Causes of Loss" includes "Equipment Breakdown".

All other terms and conditions remain unchanged.

# **CYBER SUITE – COMPUTER SYSTEM**

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## **Amendatory Endorsement**

This endorsement changes the policy. Please read it carefully.

This endorsement modifies the insurance provided under the following:  
**Cyber Suite Coverage Form**

**F. DEFINITIONS, 9. “Computer System”** is deleted and replaced by:

**“Computer System”** means a computer or other electronic hardware that:

- a. Is owned or leased by you and operated under your control;
- b. Is operated by a third party property manager pursuant to a written contract with you for property management services. However, such computer or other electronic hardware operated by such property manager shall only be considered to be a “computer system” with respect to the specific services provided by such property manager to you under such contract; or
- c. If you do not contract with a property manager, is operated by an individual person who is a member of your board of directors (or equivalent) and performs property management functions for you. However, such computer or other electronic hardware operated by such board member shall only be considered to be a “computer system” with respect to the specific services provided by such board member to you.

THIS POLICY IS ISSUED BY THE  
INSURANCE COMPANY OF GREATER NEW YORK

# CYBER SUITE SUPPLEMENTAL DECLARATIONS

Named Insured: OLDE MILL CONDOMINIUM III

Effective Date: 02/16/2022  
Policy Number: 6119M94849

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## DATA COMPROMISE RESPONSE EXPENSES

Annual Aggregate Limit: \$50,000  
Deductible Per Occurrence: \$1,000

Sublimits Per Occurrence \$25,000  
Forensic IT Review: \$25,000  
Legal Review: \$ 5,000  
Public Relations: \$25,000  
Regulatory Fines and Penalties: \$25,000  
PCI Fines and Penalties:

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## COMPUTER ATTACK

Annual Aggregate Limit: \$50,000  
Deductible Per Occurrence: \$1,000

Sublimits Per Occurrence \$25,000  
Loss of Business: \$ 5,000  
Public Relations:

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## CYBER EXTORTION

Annual Aggregate Limit: \$10,000  
Deductible Per Occurrence: \$1,000

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## MISDIRECTED PAYMENT FRAUD

Annual Aggregate Limit: \$10,000  
Deductible Per Occurrence: \$1,000

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**COMPUTER FRAUD**

Annual Aggregate Limit: \$10,000  
Deductible Per Occurrence: \$1,000

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**DATA COMPROMISE LIABILITY**

Defense and Liability Annual Aggregate Limit: \$50,000  
Deductible Per Occurrence: \$1,000

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**NETWORK SECURITY LIABILITY**

Defense and Liability Annual Aggregate Limit: \$50,000  
Deductible Per Occurrence: \$1,000

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# MARYLAND CHANGES

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## Amendatory Endorsement

This endorsement changes the policy. Please read it carefully.

This endorsement modifies the insurance provided under the following:

### Cyber Suite Coverage

1. **E. ADDITIONAL CONDITIONS, 2. Defense And Settlement**, paragraph **d.** is deleted and replaced with the following:
  - d. If you refuse to consent to any settlement recommended by us and acceptable to the claimant, and such refusal to consent results in actual prejudice to us, then our liability for all "loss" or "defense costs" resulting from such "claim" or "regulatory proceeding" will not exceed the amount for which we could have settled such "claim" or "regulatory proceeding" plus "defense costs" incurred as of the date we proposed such settlement in writing to you. Once that amount has been exceeded, you shall, at your own expense, negotiate or defend such "claim" or "regulatory proceeding" independently of us.
  
2. **E. ADDITIONAL CONDITIONS, 6. Legal Action Against Us**, paragraph **b.** is deleted and replaced with the following:
  - b. The action is brought within three years after the date the "loss" is first discovered by you, or the date on which you first receive notice of a "claim" or "regulatory proceeding".

Order: CYBNDLP-115  
Address: 270 Glendon CT  
Order Date: 08-12-2022  
Hartford Steam Boiler Inspection and Insurance Company

# Cyber Suite Coverage Form

Throughout this Coverage Form (hereinafter referred to as "Cyber Coverage"), the words "you" and "your" refer to the Named Insured(s) shown in the Cyber Suite Supplemental Declarations of this Cyber Coverage and any other person(s) or organization(s) qualifying as a Named Insured under this Cyber Coverage. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotations have special meaning. Refer to **DEFINITIONS**.

The terms and conditions of the Cancellation Clause of the Common Policy Conditions and any amendment to such terms incorporated by endorsement are hereby incorporated herein and shall apply to coverage as is afforded by this Cyber Coverage, unless specifically stated otherwise in an endorsement(s) attached hereto.

## A. COVERAGE

This section lists the coverages that apply if indicated in the Cyber Suite Supplemental Declarations.

### 1. Data Compromise Response Expenses

a. Data Compromise Response Expenses applies only if all of the following conditions are met:

- (1) There has been a "personal data compromise"; and
- (2) Such "personal data compromise" took place in the "coverage territory"; and
- (3) Such "personal data compromise" is first discovered by you during the "policy period"; and
- (4) Such "personal data compromise" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you.

b. If the conditions listed in a. above have been met, then we will provide coverage for the following expenses when they arise directly from such "personal data compromise" and are necessary and reasonable. Items (4) and (5) below apply only if there has been a notification of the "personal data compromise" to "affected individuals" as covered under item (3) below.

#### (1) Forensic IT Review

We will pay for a professional information technologies review if needed to determine, within the constraints of what is possible and reasonable, the nature and extent of the "personal data compromise" and the number and identities of the "affected individuals".

This does not include costs to analyze, research or determine any of the following:

- (a) Vulnerabilities in systems, procedures or physical security;
- (b) Compliance with Payment Card Industry or other industry security standards; or
- (c) The nature or extent of "loss" or damage to data that is not "personally identifying information" or "personally sensitive information".

If there is reasonable cause to suspect that a covered "personal data compromise" may have occurred, we will pay for costs covered under Forensic IT Review, even if it is eventually determined that there was no covered "personal data compromise". However, once it is determined that there was no covered "personal data compromise", we will not pay for any further costs.

#### (2) Legal Review

We will pay for a professional legal counsel review of the "personal data compromise" and how you should best respond to it.

If there is reasonable cause to suspect that a covered "personal data compromise" may have occurred, we will pay for costs covered under Legal Review, even if it is eventually determined that there was no covered "personal data compromise". However, once it is determined that there was no covered "personal data compromise", we will not pay for any further costs.

#### (3) Notification to Affected Individuals

We will pay your necessary and reasonable costs to provide notification of the "personal data compromise" to "affected individuals".

#### (4) Services to Affected Individuals

We will pay your necessary and reasonable costs to provide the following services to "affected

individuals". Services (c) and (d) below apply only to "affected individuals" from "personal data compromise" events involving "personally identifying information".

**(a) Informational Materials**

A packet of loss prevention and customer support information.

**(b) Help Line**

A toll-free telephone line for "affected individuals" with questions about the "personal data compromise". Where applicable, the line can also be used to request additional services as listed in (c) and (d) below.

**(c) Credit Report and Monitoring**

A credit report and an electronic service automatically monitoring for activities affecting an individual's credit records. This service is subject to the "affected individual" enrolling for this service with the designated service provider.

**(d) Identity Restoration Case Management**

As respects any "affected individual" who is or appears to be a victim of "identity theft" that may reasonably have arisen from the "personal data compromise", the services of an identity restoration professional who will assist that "affected individual" through the process of correcting credit and other records and, within the constraints of what is possible and reasonable, restoring control over his or her personal identity.

**(5) Public Relations**

We will pay for a professional public relations firm review of, and response to, the potential impact of the "personal data compromise" on your business relationships.

This includes necessary and reasonable costs to implement public relations recommendations of such firm. This may include advertising and special promotions designed to retain your relationship with "affected individuals". However, we will not pay for:

- (a) Promotions provided to any of your directors or employees; or
- (b) Promotion costs exceeding \$25 per "affected individual".

**(6) Regulatory Fines and Penalties**

We will pay for any fine or penalty imposed by law, to the extent such fine or penalty is legally insurable under the law of the applicable jurisdiction.

**(7) PCI Fines and Penalties**

We will pay for any Payment Card Industry fine or penalty imposed under a contract to which you are a party. PCI Fines and Penalties do not include any increased transaction costs.

**2. Computer Attack**

a. Computer Attack applies only if all of the following conditions are met:

- (1) There has been a "computer attack"; and
- (2) Such "computer attack" occurred in the "coverage territory"; and
- (3) Such "computer attack" is first discovered by you during the "policy period"; and
- (4) Such "computer attack" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you.

b. If the conditions listed in a. above have been met, then we will provide you the following coverages for "loss" directly arising from such "computer attack".

**(1) Data Restoration**

We will pay your necessary and reasonable "data restoration costs".

**(2) Data Re-creation**

We will pay your necessary and reasonable "data re-creation costs".

**(3) System Restoration**

We will pay your necessary and reasonable "system restoration costs".

**(4) Loss of Business**

We will pay your actual "business income and extra expense loss" incurred during the "period of

restoration".

**(5) Public Relations**

If you suffer a covered "business income and extra expense loss", we will pay for the services of a professional public relations firm to assist you in communicating your response to the "computer attack" to the media, the public and your customers, clients or members.

**3. Cyber Extortion**

a. Cyber Extortion applies only if all of the following conditions are met:

- (1) There has been a "cyber extortion threat"; and
- (2) Such "cyber extortion threat" is first made against you during the "policy period"; and
- (3) Such "cyber extortion threat" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first made against you.

b. If the conditions listed in a. above have been met, then we will pay for your necessary and reasonable "cyber extortion expenses" arising directly from such "cyber extortion threat". The payment of "cyber extortion expenses" must be approved in advance by us. We will not pay for "cyber extortion expenses" that have not been approved in advance by us. We will not unreasonably withhold our approval.

c. You must make every reasonable effort not to divulge the existence of this Cyber Extortion coverage.

**4. Misdirected Payment Fraud**

a. Misdirected Payment Fraud applies only if all of the following conditions are met:

- (1) There has been a "wrongful transfer event" against you;
- (2) Such "wrongful transfer event" took place in the "coverage territory";
- (3) Such "wrongful transfer event" is first discovered by you during the "policy period";
- (4) Such "wrongful transfer event" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you; and
- (5) Such "wrongful transfer event" is reported in writing by you to the police.

b. If the conditions listed above in a. have been met, then we will pay your necessary and reasonable "wrongful transfer costs" arising directly from the "wrongful transfer event".

**5. Computer Fraud**

a. Computer Fraud applies only if all of the following conditions are met:

- (1) There has been a "computer fraud event" against you; and
- (2) Such "computer fraud event" took place in the "coverage territory"; and
- (3) Such "computer fraud event" is first discovered by you during the "policy period"; and
- (4) Such "computer fraud event" is reported to us within 60 days after the date it is first discovered by you; and
- (5) Such "computer fraud event" is reported in writing by you to the police.

b. If the conditions listed in a. above have been met, then we will pay your necessary and reasonable "computer fraud costs" arising directly from the "computer fraud event".

**6. Data Compromise Liability**

a. Data Compromise Liability applies only if all of the following conditions are met:

- (1) During the "policy period" or any applicable Extended Reporting Period, you first receive notice of one of the following:
  - (a) A "claim"; or
  - (b) A "regulatory proceeding".
- (2) Such "claim" or "regulatory proceeding" must arise from a "personal data compromise" that:
  - (a) Took place during the "coverage term";
  - (b) Took place in the "coverage territory"; and
  - (c) Was submitted to us and insured under Data Compromise Response Expenses.
- (3) Such "claim" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you.

- b. If the conditions listed in a. above have been met, then we will pay on your behalf any covered:
  - (1) "Loss" directly arising from the "claim"; or
  - (2) "Defense costs" directly arising from a "regulatory proceeding".
- c. All "claims" and "regulatory proceedings" arising from a single "personal data compromise" or interrelated "personal data compromises" will be deemed to have been made at the time that notice of the first of those "claims" or "regulatory proceedings" is received by you.

**7. Network Security Liability**

- a. Network Security Liability applies only if all of the following conditions are met:
  - (1) During the "policy period" or any applicable Extended Reporting Period, you first receive notice of a "claim" which arises from a "network security incident" that:
    - (a) Took place during the "coverage term"; and
    - (b) Took place in the "coverage territory"; and
  - (2) Such "claim" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you.
- b. If the conditions listed in a. above have been met, then we will pay on your behalf any covered "loss" directly arising from the "claim".
- c. All "claims" arising from a single "network security incident" or interrelated "network security incidents" will be deemed to have been made at the time that notice of the first of those "claims" is received by you.

**B. EXCLUSIONS**

The following additional exclusions apply to this coverage:

We will not pay for costs or "loss" arising from the following:

1. Nuclear reaction or radiation or radioactive contamination, however caused.
2. War and military action including any of the following and any consequence of any of the following:
  - a. War, including undeclared or civil war;
  - b. Warlike action by military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, political violence or action taken by governmental authority in hindering or defending against any of these.
3. Failure or interruption of, or damage to, any electrical power supply network or telecommunications network not owned and operated by you including, but not limited to, the internet, internet service providers, Domain Name System (DNS) service providers, cable and wireless providers, internet exchange providers, search engine providers, internet protocol networks (and similar networks that may have different designations) and other providers of telecommunications or internet infrastructure.
4. Any attack on, incident involving, or loss to any computer or system of computers that is not a "computer system".
5. Costs to research or correct any deficiency.
6. Any fines or penalties other than those explicitly covered under Data Compromise Response Expenses.
7. Any criminal investigations or proceedings.
8. Your intentional or willful complicity in a covered "loss" event.
9. Your reckless disregard for the security of your "computer system" or data, including confidential or sensitive information of others in your care, custody or control.
10. Any criminal, fraudulent or dishonest act, error or omission, or any intentional or knowing violation of the law by you.
11. Any "personal data compromise", "computer attack", "cyber extortion threat", "wrongful transfer event", "computer fraud event" or "wrongful act" occurring before the "coverage term".
12. That part of any "claim" seeking any non-monetary relief. However, this exclusion does not apply to "defense costs" arising from an otherwise insured "wrongful act".
13. The propagation or forwarding of malware, including viruses, worms, Trojans, spyware and keyloggers in connection with hardware or software created, produced or modified by you for sale, lease or license to

Address: 270 Glendon Ct  
 Order Date: 08-13-2022

third parties.

14. "Property damage" or "bodily injury".

## C. LIMITS OF INSURANCE

### 1. Aggregate Limits

Except for post-judgment interest, the Annual Aggregate Limit for each coverage section shown in the Cyber Suite Supplemental Declarations is the most we will pay for all "loss" under that coverage section in any one "policy period" or any applicable Extended Reporting Period. The Annual aggregate limit shown in the Cyber Suite Supplemental Declarations applies regardless of the number of insured events first discovered or "claims" or "regulatory proceedings" first received during the "policy period" or any applicable Extended Reporting Period.

### 2. Coverage Sublimits

#### a. Data Compromise Sublimits

The most we will pay under Data Compromise Response Expenses for Forensic IT Review, Legal Review, Public Relations, Regulatory Fines and Penalties and PCI Fines and Penalties coverages for "loss" arising from any one "personal data compromise" is the applicable sublimit for each of those coverages shown in the Cyber Suite Supplemental Declarations.

These sublimits are part of, and not in addition to, the Data Compromise Response Expenses Annual Aggregate Limit shown in the Cyber Suite Supplemental Declarations. Public Relations coverage is also subject to a limit per "affected individual" as described in **A.1.b.(5)**.

#### b. Computer Attack Sublimits

The most we will pay under Computer Attack for Loss of Business coverages for "loss" arising from any one "computer attack" is the applicable Loss of Business sublimit shown in the Cyber Suite Supplemental Declarations. The most we will pay under Computer Attack for Public Relations coverage for "loss" arising from any one "computer attack" is the applicable Public Relations sublimit shown in the Cyber Suite Supplemental Declarations. These sublimits are part of, and not in addition to, the Computer Attack Annual Aggregate Limit shown in the Cyber Suite Supplemental Declarations.

### 3. Application of Limits

- A "computer attack", "cyber extortion threat", "personal data compromise", "wrongful transfer event" or "computer fraud event" may be first discovered by you in one "policy period" but it may cause insured "loss" in one or more subsequent "policy periods". If so, all insured "loss" arising from such "computer attack", "cyber extortion threat", "personal data compromise", "wrongful transfer event" or "computer fraud event" will be subject to the limit of insurance applicable to the "policy period" when the "computer attack", "cyber extortion threat", "personal data compromise", "wrongful transfer event" or "computer fraud event" was first discovered by you.
- You may first receive notice of a "claim" or "regulatory proceeding" in one "policy period" but it may cause insured "loss" in one or more subsequent "policy periods". If so, all insured "loss" arising from such "claim" or "regulatory proceeding" will be subject to the limit of insurance applicable to the "policy period" when notice of the "claim" or "regulatory proceeding" was first received by you.
- The limit of insurance for the Extended Reporting Periods (if applicable) will be part of, and not in addition to, the limit of insurance for the immediately preceding "policy period".
- Coverage for Services to Affected Individuals under Data Compromise Response Expenses is limited to costs to provide such services for a period of up to one year from the date of the notification to the "affected individuals". Notwithstanding, coverage for Identity Restoration Case Management services initiated within such one year period may continue for a period of up to one year from the date such Identity Restoration Case Management services are initiated.

## D. DEDUCTIBLES

- We will not pay for "loss" until the amount of the insured "loss" exceeds the deductible amount shown in the Cyber Suite Supplemental Declarations. We will then pay the amount of "loss" in excess of the applicable deductible amount, subject to the applicable limits shown in the Cyber Suite Supplemental Declarations. You will be responsible for the applicable deductible amount.
- The deductible will apply to all:
  - "Loss" arising from the same insured event or interrelated insured events under Data Compromise Response Expenses, Computer Attack, Cyber Extortion, Misdirected Payment Fraud, or Computer Fraud.

- b. "Loss" resulting from the same "wrongful act" or interrelated "wrongful acts" insured under Data Compromise Liability or Network Security Liability.
- 3. In the event that "loss" is insured under more than one coverage section, only the single highest deductible applies.

**E. ADDITIONAL CONDITIONS**

The following conditions apply in addition to the Common Policy Conditions:

**1. Bankruptcy**

The bankruptcy or insolvency of you or your estate, will not relieve you or us of any obligation under this Cyber Coverage.

**2. Defense And Settlement**

- a. We shall have the right and the duty to assume the defense of any applicable "claim" or "regulatory proceeding" against you. You shall give us such information and cooperation as we may reasonably require.
- b. You shall not admit liability for or settle any "claim" or "regulatory proceeding" or incur any defense costs without our prior written consent.
- c. At the time a "claim" or "regulatory proceeding" is first reported to us, you may request that we appoint a defense attorney of your choice. We will give full consideration to any such request.
- d. If you refuse to consent to any settlement recommended by us and acceptable to the claimant, we may then withdraw from your defense by tendering control of the defense to you. From that point forward, you shall, at your own expense, negotiate or defend such "claim" or "regulatory proceeding" independently of us. Our liability shall not exceed the amount for which the "claim" or suit could have been settled if such recommendation was consented to, plus "defense costs" incurred by us, and "defense costs" incurred by you with our written consent, prior to the date of such refusal.
- e. We will not be obligated to pay any "loss" or "defense costs", or to defend or continue to defend any "claim" or "regulatory proceeding" after the applicable limit of insurance has been exhausted.
- f. We will pay all interest on that amount of any judgment within the applicable limit of insurance which accrues:
  - (1) After entry of judgment; and
  - (2) Before we pay, offer to pay or deposit in court that part of the judgment within the applicable limit of insurance or, in any case, before we pay or offer to pay the entire applicable limit of insurance.

These interest payments will be in addition to and not part of the applicable limit of insurance.

**3. Due Diligence**

You agree to use due diligence to prevent and mitigate "loss" insured under this Cyber Coverage. This includes, but is not limited to, complying with, and requiring your vendors to comply with, reasonable and industry-accepted protocols for:

- a. Providing and maintaining appropriate physical security for your premises, "computer systems" and hard copy files;
- b. Providing and maintaining appropriate computer and Internet security;
- c. Maintaining and updating at appropriate intervals backups of computer data;
- d. Protecting transactions, such as processing credit card, debit card and check payments; and
- e. Appropriate disposal of files containing "personally identifying information", "personally sensitive information" or "third party corporate data", including shredding hard copy files and destroying physical media used to store electronic data.

**4. Duties in the Event of a Claim, Regulatory Proceeding or Loss**

- a. If, during the "policy period", incidents or events occur which you reasonably believe may give rise to a "claim" or "regulatory proceeding" for which coverage may be provided hereunder, such belief being based upon either written notice from the potential claimant or the potential claimant's representative; or notice of a complaint filed with a federal, state or local agency; or upon an oral "claim", allegation or threat, you shall give written notice to us as soon as practicable and either:
  - (1) Anytime during the "policy period"; or
  - (2) Anytime during the extended reporting periods (if applicable).

Address: 770 Glendon Ct  
 Only Date: 01-12-2022

- b. If a "claim" or "regulatory proceeding" is brought against you, you must:
- (1) Immediately record the specifics of the "claim" or "regulatory proceeding" and the date received;
  - (2) Provide us with written notice, as soon as practicable, but in no event more than 60 days after the date the "claim" or "regulatory proceeding" is first received by you;
  - (3) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "regulatory proceeding";
  - (4) Authorize us to obtain records and other information;
  - (5) Cooperate with us in the investigation, settlement or defense of the "claim" or "regulatory proceeding";
  - (6) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of "loss" or "defense costs" to which this insurance may also apply; and
  - (7) Not take any action, or fail to take any required action, that prejudices your rights or our rights with respect to such "claim" or "regulatory proceeding".
- c. In the event of a "personal data compromise", "computer attack", "cyber extortion threat", "wrongful transfer event" or "computer fraud event" insured under this Cyber Coverage, you must see that the following are done:
- (1) Notify the police if a law may have been broken.
  - (2) Notify us as soon as practicable, but in no event more than 60 days after the "personal data compromise", "computer attack", "cyber extortion threat", "wrongful transfer event" or "computer fraud event". Include a description of any property involved.
  - (3) As soon as possible, give us a description of how, when and where the "personal data compromise", "computer attack", "cyber extortion threat", "wrongful transfer event" or "computer fraud event" occurred.
  - (4) As often as may be reasonably required, permit us to:
    - (a) Inspect the property proving the "personal data compromise", "computer attack", "cyber extortion threat", "wrongful transfer event" or "computer fraud event";
    - (b) Examine your books, records, electronic media and records and hardware;
    - (c) Take samples of damaged and undamaged property for inspection, testing and analysis; and
    - (d) Make copies from your books, records, electronic media and records and hardware.
  - (5) Send us signed, sworn proof of "loss" containing the information we request to investigate the "personal data compromise", "computer attack", "cyber extortion threat", "wrongful transfer event" or "computer fraud event". You must do this within 60 days after our request. We will supply you with the necessary forms.
  - (6) Cooperate with us in the investigation or settlement of the "personal data compromise", "computer attack", "cyber extortion threat", "wrongful transfer event" or "computer fraud event".
  - (7) If you intend to continue your business, you must resume all or part of your operations as quickly as possible.
  - (8) Make no statement that will assume any obligation or admit any liability, for any "loss" for which we may be liable, without our prior written consent.
  - (9) Promptly send us any legal papers or notices received concerning the "loss".
- d. We may examine you under oath at such times as may be reasonably required, about any matter relating to this insurance or the "claim", "regulatory proceeding" or "loss", including your books and records. In the event of an examination, your answers must be signed.
- e. You may not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our prior written consent.

#### 5. Extended Reporting Periods

- a. You will have the right to the Extended Reporting Periods described in this section, in the event of a "termination of coverage".
- b. If a "termination of coverage" has occurred, you will have the right to the following:
  - (1) At no additional premium, an Automatic Extended Reporting Period of 30 days immediately



following the effective date of the "termination of coverage" during which you may first receive notice of a "claim" or "regulatory proceeding" arising directly from a "wrongful act" occurring before the end of the "policy period" and which is otherwise insured by this Cyber Coverage; and

- (2) Upon payment of the additional premium of 100% of the full annual premium associated with the relevant coverage, a Supplemental Extended Reporting Period of one year immediately following the effective date of the "termination of coverage" during which you may first receive notice of a "claim" or "regulatory proceeding" arising directly from a "wrongful act" occurring before the end of the "policy period" and which is otherwise insured by this Cyber Coverage.

To obtain the Supplemental Extended Reporting Period, you must request it in writing and pay the additional premium due, within 30 days after the effective date of "termination of coverage". The additional premium for the Supplemental Extended Reporting Period will be fully earned at the inception of the Supplemental Extended Reporting Period. If we do not receive the written request as required, you may not exercise this right at a later date.

This insurance, provided during the Supplemental Extended Reporting Period, is excess over any other valid and collectible insurance that begins or continues in effect after the Supplemental Extended Reporting Period becomes effective, whether the other insurance applies on a primary, excess, contingent, or any other basis.

#### 6. Legal Action Against Us

No one may bring a legal action against us under this insurance unless:

- a. There has been full compliance with all of the terms of this insurance; and
- b. The action is brought within two years after the date the "loss" is first discovered by you, or the date on which you first receive notice of a "claim" or "regulatory proceeding".

#### 7. Legal Advice

We are not your legal advisor. Our determination of what is or is not insured under this Cyber Coverage does not represent advice or counsel from us about what you should or should not do.

#### 8. Other Insurance

If there is other insurance that applies to the same "loss", this Cyber Coverage shall apply only as excess insurance after all other applicable insurance has been exhausted.

#### 9. Pre-Notification Consultation

You agree to consult with us prior to the issuance of notification to "affected individuals". We assume no responsibility under Data Compromise Response Expenses for any services promised to "affected individuals" without our prior agreement. If possible, this pre-notification consultation will also include the designated service provider(s) as agreed to under the Service Providers condition below. You must provide the following at our pre-notification consultation with you:

- a. The exact list of "affected individuals" to be notified, including contact information.
- b. Information about the "personal data compromise" that may appropriately be communicated with "affected individuals".
- c. The scope of services that you desire for the "affected individuals". For example, coverage may be structured to provide fewer services in order to make those services available to more "affected individuals" without exceeding the available Data Compromise Response Expenses limit of insurance.

#### 10. Service Providers

- a. We will only pay under this Cyber Coverage for services that are provided by service providers approved by us. You must obtain our prior approval for any service provider whose expenses you want covered under this Cyber Coverage. We will not unreasonably withhold such approval.
- b. Prior to the Pre-Notification Consultation described in the Pre-Notification Consultation Condition above, you must come to agreement with us regarding the service provider(s) to be used for the Notification to Affected Individuals and Services to Affected Individuals. We will suggest a service provider. If you prefer to use an alternate service provider, our coverage is subject to the following limitations:

- (1) Such alternate service provider must be approved by us;
- (2) Such alternate service provider must provide services that are reasonably equivalent or superior in both kind and quality to the services that would have been provided by the service provider we had suggested; and

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- (3) Our payment for services provided by any alternate service provider will not exceed the amount that we would have paid using the service provider we had suggested.

#### 11. Services

The following conditions apply as respects any services provided to you or any "affected individual" by us, our designees or any service firm paid for in whole or in part under this Cyber Coverage:

- a. The effectiveness of such services depends on the cooperation and assistance of you and "affected individuals".
- b. All services may not be available or applicable to all individuals. For example, "affected individuals" who are minors or foreign nationals may not have credit records that can be provided or monitored. Service in Canada will be different from service in the United States and Puerto Rico in accordance with local conditions.
- c. We do not warrant or guarantee that the services will end or eliminate all problems associated with the covered events.
- d. You will have a direct relationship with the professional service firms paid for in whole or in part under this Cyber Coverage. Those firms work for you.

#### 12. Valuation

We will determine the value of "money" as follows:

Our payment for loss of "money" or loss payable in "money" will be, at your option, in the "money" of the country in which the "wrongful transfer event" or "computer fraud event" took place or in the United States of America dollar equivalent thereof determined at the rate of exchange published by the Wall Street Journal at the time of payment of such loss.

#### F. DEFINITIONS

1. **"Affected Individual"** means any person whose "personally identifying information" or "personally sensitive information" is lost, stolen, accidentally released or accidentally published by a "personal data compromise" covered under this Cyber Coverage. This definition is subject to the following provisions:
  - a. "Affected individual" does not include any business or organization. Only an individual person may be an "affected individual".
  - b. An "affected individual" may reside anywhere in the world.
2. **"Authorized Third Party User"** means a party who is not an employee or a director of you who is authorized by contract or other agreement to access the "computer system" for the receipt or delivery of services.
3. **"Bodily Injury"** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. **"Business Income and Extra Expense Loss"** means loss of Business Income and Extra Expense.
  - a. As used in this definition, Business Income means the sum of:
    - (1) Net income (net profit or loss before income taxes) that would have been earned or incurred; and
    - (2) Continuing normal and necessary operating expenses incurred, including employee and director payroll.
  - b. As used in this definition, Extra Expense means the additional cost you incur to operate your business over and above the cost that you normally would have incurred to operate your business during the same period had no "computer attack" occurred.
5. **"Claim"**
  - a. "Claim" means:
    - (1) A written demand for monetary damages or non-monetary relief, including injunctive relief;
    - (2) A civil proceeding commenced by the filing of a complaint;
    - (3) An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent;
    - (4) Any other alternative dispute resolution proceeding in which such damages are claimed and to which you must submit or to which we agree you should submit to;arising from a "wrongful act" or a series of interrelated "wrongful acts" including any resulting appeal.

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- b. "Claim" does not mean or include:
  - (1) Any demand or action brought by or on behalf of someone who is:
    - (a) Your director;
    - (b) Your owner or part-owner; or
    - (c) A holder of your securities;
 in their capacity as such, whether directly, derivatively, or by class action. "Claim" will include proceedings brought by such individuals in their capacity as "affected individuals", but only to the extent that the damages claimed are the same as would apply to any other "affected individual"; or
  - (2) A "regulatory proceeding".
- c. Includes a demand or proceeding arising from a "wrongful act" that is a "personal data compromise" only when the "personal data compromise" giving rise to the proceeding was covered under Data Compromise Response Expenses section of this Cyber Coverage, and you submitted a "claim" to us and provided notifications and services to "affected individuals" in consultation with us pursuant to Data Compromise Response Expenses in connection with such "personal data compromise".

6. **"Computer Attack"**

- a. "Computer attack" means one of the following involving the "computer system":

- (1) An "unauthorized access incident";
- (2) A "malware attack"; or
- (3) A "denial of service attack" against a "computer system".

- b. A "computer attack" ends at the earlier of:

- (1) The time that the active attacking behavior ceases, the time that you have regained control over the "computer system" or the time that all unauthorized creation, destruction or movement of data associated with the "computer attack" has ceased, whichever happens latest; or
- (2) 30 days after your discovery of the "computer attack".

7. **"Computer Fraud Costs"** means:

- a. The amount of "money" fraudulently obtained from you. "Computer fraud costs" include the direct financial loss only.

- b. "Computer fraud costs" do not include any of the following:

- (1) Other expenses that arise from the "computer fraud event";
- (2) Indirect loss, such as "bodily injury", lost time, lost wages, "identity recovery expenses" or damaged reputation;
- (3) Any interest, time value or potential investment gain on the amount of financial loss; or
- (4) Any portion of such amount that has been or can reasonably be expected to be reimbursed by a third party, such as a financial institution.

8. **"Computer Fraud Event"** means:

- a. An "unauthorized access incident" that leads to the intentional, unauthorized and fraudulent entry or change to data or instructions within a "computer system" owned or leased by you and operated under your control. Such fraudulent entry or change must be conducted by a person who is not an "employee", "executive" or "independent contractor". Such fraudulent entry or change must cause "money" to be sent or diverted. The fraudulent entry or change must result in direct financial loss to you.

- b. "Computer fraud event" does not mean or include any occurrence:

- (1) In which you are threatened or coerced to send money or divert a payment; or
- (2) Arising from a dispute or a disagreement over the completeness, authenticity or value of a product, a service or a financial instrument.

9. **"Computer System"** means a computer or other electronic hardware that:

- a. Is owned or leased by you and operated under your control; or
- b. Is operated by a third party service provider used for the purpose of providing hosted computer application services to you or for processing, maintaining, hosting or storing your electronic data, pursuant to a written contract with you for such services. However, such computer or other electronic hardware operated by such third party shall only be considered to be a "computer system" with respect

to the specific services provided by such third party to you under such contract.

10. **“Coverage Term”** means the increment of time:

- a. Commencing on the earlier of the first inception date of this Cyber Coverage or the first inception date of any coverage substantially similar to that described in this Cyber Coverage and held immediately prior to this Cyber coverage; and
- b. Ending upon the “termination of coverage”.

11. **“Coverage Territory”** means:

- a. With respect to Data Compromise Response Expenses, Computer Attack, Cyber Extortion, Misdirected Payment Fraud and Computer Fraud “coverage territory” means anywhere in the world.
- b. With respect to Data Compromise Liability and Network Security Liability “coverage territory” means anywhere in the world, however “claims” must be brought within the United States (including its territories and possessions) or Puerto Rico.

12. **“Cyber Extortion Expenses”** means:

- a. The cost of a negotiator or investigator retained by you in connection with a “cyber extortion threat”; and
- b. Any amount paid by you in response to a “cyber extortion threat” to the party that made the “cyber extortion threat” for the purposes of eliminating the “cyber extortion threat” when such expenses are necessary and reasonable and arise directly from a “cyber extortion threat”. The payment of “cyber extortion expenses” must be approved in advance by us. We will not pay for “cyber extortion expenses” that have not been approved in advance by us. We will not unreasonably withhold our approval.

13. **“Cyber Extortion Threat”** means:

- a. “Cyber extortion threat” means a demand for money from you based on a credible threat, or series of related credible threats, to:
  - (1) Launch a “denial of service attack” against the “computer system” for the purpose of denying “authorized third party users” access to your services provided through the “computer system” via the Internet;
  - (2) Gain access to a “computer system” and use that access to steal, release or publish “personally identifying information”, “personally sensitive information” or “third party corporate data”;
  - (3) Alter, damage or destroy electronic data or software while such electronic data or software is stored within a “computer system”;
  - (4) Launch a “computer attack” against a “computer system” in order to alter, damage or destroy electronic data or software while such electronic data or software is stored within a “computer system”; or
  - (5) Cause you to transfer, pay or deliver any funds or property using a “computer system” without your authorization.
- b. “Cyber extortion threat” does not mean or include any threat made in connection with a legitimate commercial dispute.

14. **“Data Re-creation Costs”**

- a. “Data re-creation costs” means the costs of an outside professional firm hired by you to research, re-create and replace data that has been lost or corrupted and for which there is no electronic source available or where the electronic source does not have the same or similar functionality to the data that has been lost or corrupted.
- b. “Data re-creation costs” does not mean or include costs to research, re-create or replace:
  - (1) Software programs or operating systems that are not commercially available; or
  - (2) Data that is obsolete, unnecessary or useless to you.

15. **“Data Restoration Costs”**

- a. “Data restoration costs” means the costs of an outside professional firm hired by you to replace electronic data that has been lost or corrupted. In order to be considered “data restoration costs”, such replacement must be from one or more electronic sources with the same or similar functionality to the data that has been lost or corrupted.
- b. “Data restoration costs” does not mean or include costs to research, re-create or replace:

- (1) Software programs or operating systems that are not commercially available; or
  - (2) Data that is obsolete, unnecessary or useless to you.
16. **"Defense Costs"**
- a. "Defense costs" means reasonable and necessary expenses consented to by us resulting solely from the investigation, defense and appeal of any "claim" or "regulatory proceeding" against you. Such expenses may include premiums for any appeal bond, attachment bond or similar bond. However, we have no obligation to apply for or furnish such bond.
  - b. "Defense costs" does not mean or include the salaries or wages of your employees or directors, or your loss of earnings.
17. **"Denial of Service Attack"** means an intentional attack against a target computer or network of computers designed to overwhelm the capacity of the target computer or network in order to deny or impede authorized users from gaining access to the target computer or network through the Internet.
18. **"Employee"** means any natural person, other than an "executive", who was, now is or will be:
- a. Employed on a full-time or part-time basis by you;
  - b. Furnished temporarily to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions;
  - c. Leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in paragraph b.; or
  - d. Your volunteer worker, which includes unpaid interns.
19. **"Executive"** means any natural person who was, now is or will be:
- a. The owner of your sole proprietorship; or
  - b. A duly elected or appointed:
    - (1) Director;
    - (2) Officer;
    - (3) Managing Partner;
    - (4) General Partner;
    - (5) Member (if a limited liability company);
    - (6) Manager (if a limited liability company); or
    - (7) Trustee; of your business.
20. **"Identity Theft"**
- a. "Identity theft" means the fraudulent use of "personally identifying information". This includes fraudulently using such information to establish credit accounts, secure loans, enter into contracts or commit crimes.
  - b. "Identity theft" does not mean or include the fraudulent use of a business name, d/b/a or any other method of identifying a business activity.
21. **"Independent Contractor"** means a natural person that provides goods or services to you under terms specified in a written contract, but only while acting on behalf of, at the direction of, and under the supervision of you.
22. **"Loss"**
- a. With respect to Data Compromise Response Expenses, "loss" means those expenses enumerated in Data Compromise Response Expenses, paragraph b.
  - b. With respect to Computer Attack, "loss" means those expenses enumerated in Computer Attack, paragraph b.
  - c. With respect to Cyber Extortion, "loss" means "cyber extortion expenses".
  - d. With respect to Misdirected Payment Fraud, "loss" means "wrongful transfer costs".
  - e. With respect to Computer Fraud, "loss" means "computer fraud costs".
  - f. With respect to Data Compromise Liability and Network Security Liability, "loss" means "defense costs" and "settlement costs".

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23. **“Malware Attack”**
- “Malware attack” means an attack that damages a “computer system” or data contained therein arising from malicious code, including viruses, worms, Trojans, spyware and keyloggers.
  - “Malware attack” does not mean or include damage from shortcomings or mistakes in legitimate electronic code or damage from code installed on your “computer system” during the manufacturing process or normal maintenance.
24. **“Money”** means:
- “Money” means a medium of exchange in current use and authorized or adopted by a domestic or foreign government, including currency, coins, banknotes, bullion, travelers’ checks, registered checks and money orders held for sale to the public.
  - “Money” does not mean or include any cryptocurrency, whether or not authorized or adopted by a domestic or foreign government. Cryptocurrency includes, but is not limited to, Bitcoin, Ethereum and other forms of digital, virtual or electronic currency.
25. **“Network Security Incident”** means a negligent security failure or weakness with respect to a “computer system” which allowed one or more of the following to happen:
- The unintended propagation or forwarding of malware, including viruses, worms, Trojans, spyware and keyloggers. Malware does not include shortcomings or mistakes in legitimate electronic code;
  - The unintended abetting of a “denial of service attack” against one or more other systems; or
  - The unintended loss, release or disclosure of “third party corporate data”.
26. **“Period of Restoration”** means the period of time that begins 8 hours after the time that a “computer attack” is discovered by you and continues until the earliest of:
- The date that all data restoration, data re-creation and system restoration directly related to the “computer attack” has been completed;
  - The date on which such data restoration, data re-creation and system restoration could have been completed with the exercise of due diligence and dispatch; or
  - If no data restoration, data re-creation or system restoration is required, the end of the “computer attack”.
27. **“Personal Data Compromise”** means the loss, theft, accidental release or accidental publication of “personally identifying information” or “personally sensitive information” as respects one or more “affected individuals”. If the loss, theft, accidental release or accidental publication involves “personally identifying information”, such loss, theft, accidental release or accidental publication must result in or have the reasonable possibility of resulting in the fraudulent use of such information. This definition is subject to the following provisions:
- At the time of the loss, theft, accidental release or accidental publication, the “personally identifying information” or “personally sensitive information” need not be at the insured premises but must be in the direct care, custody or control of:
    - You; or
    - A professional entity with which you have a direct relationship and to which you (or an “affected individual” at your direction) have turned over (directly or via a professional transmission or transportation provider) such information for storage, processing, transmission or transportation of such information.
  - “Personal data compromise” includes disposal or abandonment of “personally identifying information” or “personally sensitive information” without appropriate safeguards such as shredding or destruction, provided that the failure to use appropriate safeguards was accidental and not reckless or deliberate.
  - “Personal data compromise” includes situations where there is a reasonable cause to suspect that such “personally identifying information” or “personally sensitive information” has been lost, stolen, accidentally released or accidentally published, even if there is no firm proof.
  - All incidents of “personal data compromise” that are discovered at the same time or arise from the same cause will be considered one “personal data compromise”.
28. **“Personally Identifying Information”**
- “Personally identifying information” means information, including health information, that could be used to commit fraud or other illegal activity involving the credit, access to health care or identity of an “affected individual”. This includes, but is not limited to, Social Security numbers or account numbers.

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 Hartford, CT

- b. "Personally identifying information" does not mean or include information that is otherwise available to the public, such as names and addresses.
- 29. "Personally Sensitive Information"**
- a. "Personally sensitive information" means private information specific to an individual the release of which requires notification of "affected individuals" under any applicable law.
- b. "Personally sensitive information" does not mean or include "personally identifying information".
- 30. "Policy Period"** means the period commencing on the effective date shown in the Cyber Suite Supplemental Declarations. The "policy period" ends on the expiration date or the cancellation date of this Cyber Coverage, whichever comes first.
- 31. "Property Damage"** means
- a. Physical injury to or destruction of tangible property including all resulting loss of use; or
- b. Loss of use of tangible property that is not physically injured.
- 32. "Regulatory Proceeding"** means an investigation, demand or proceeding alleging a violation of law or regulation arising from a "personal data compromise" brought by, or on behalf of, the Federal Trade Commission, Federal Communications Commission or other administrative or regulatory agency, or any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity.
- 33. "Settlement Costs"**
- a. "Settlement costs" means the following, when they arise from a "claim":
- (1) Damages, judgments or settlements; and
  - (2) Attorney's fees and other litigation costs added to that part of any judgment paid by us, when such fees and costs are awarded by law or court order; and
  - (3) Pre-judgment interest on that part of any judgment paid by us.
- b. "Settlement costs" does not mean or include:
- (1) Civil or criminal fines or penalties imposed by law, except for civil fines and penalties expressly covered under Data Compromise Response Expenses;
  - (2) Punitive and exemplary damages;
  - (3) The multiple portion of any multiplied damages;
  - (4) Taxes; or
  - (5) Matters which may be deemed uninsurable under the applicable law.
- c. With respect to fines and penalties, the law of the jurisdiction most favorable to the insurability of those fines, or penalties will control for the purpose of resolving any dispute between us and you regarding whether the fines, or penalties specified in this definition above are insurable under this Cyber Coverage, provided that such jurisdiction:
- (1) Is where those fines, or penalties were awarded or imposed;
  - (2) Is where any "wrongful act" took place for which such fines, or penalties were awarded or imposed;
  - (3) Is where you are incorporated or you have your principal place of business; or
  - (4) Is where we are incorporated or have our principal place of business.
- 34. "System Restoration Costs"**
- a. "System restoration costs" means the costs of an outside professional firm hired by you to do any of the following in order to restore your "computer system" to its pre-"computer attack" level of functionality:
- (1) Replace or reinstall computer software programs;
  - (2) Remove any malicious code; and
  - (3) Configure or correct the configuration of your "computer system".
- b. "System restoration costs" does not mean or include:
- (1) Costs to increase the speed, capacity or utility of a "computer system" beyond what existed immediately prior to the "computer attack";
  - (2) Labor costs of your employees or directors;
  - (3) Any costs in excess of the actual cash value of your "computer system"; or

(4) Costs to repair or replace hardware.

35. **“Termination of Coverage”** means:

- a. You or we cancel this coverage;
- b. You or we refuse to renew this coverage; or
- c. We renew this coverage on an other than claims-made basis or with a retroactive date later than the date of the first inception of this coverage or any coverage substantially similar to that described in this Cyber Coverage.

36. **“Third Party Corporate Data”**

- a. “Third party corporate data” means any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report or other item of information of a third party not an insured under this Cyber Coverage which is not available to the general public and is provided to you subject to a mutually executed written confidentiality agreement or which you are legally required to maintain in confidence.
- b. “Third party corporate data” does not mean or include “personally identifying information” or “personally sensitive information”.

37. **“Unauthorized Access Incident”** means the gaining of access to a “computer system” by:

- a. An unauthorized person or persons; or
- b. An authorized person or persons for unauthorized purposes.

38. **“Wrongful Act”**

- a. With respect to Data Compromise Liability, “wrongful act” means a “personal data compromise”.
- b. With respect to Network Security Liability, “wrongful act” means a “network security incident”.

39. **“Wrongful Transfer Costs”** means the amount of “money” fraudulently obtained from you. “Wrongful transfer costs” include the direct financial loss only. “Wrongful transfer costs” do not include any of the following:

- a. Other expenses that arise from the “wrongful transfer event”;
- b. Indirect loss, such as “bodily injury”, lost time, lost wages, identity recovery expenses or damaged reputation;
- c. Any interest, time value or potential investment gain on the amount of financial loss; or
- d. Any portion of such amount that has been or can reasonably be expected to be reimbursed by a third party, such as a financial institution.

40. **“Wrongful Transfer Event”**

- a. “Wrongful transfer event” means an intentional and criminal deception of you or a financial institution with which you have an account. The deception must be perpetrated by a person who is not an “employee”, “executive” or “independent contractor” using email, facsimile or telephone communications to induce you or the financial institution to send or divert “money”. The deception must result in direct financial loss to you.
- b. “Wrongful transfer event” does not mean or include any occurrence:
  - (1) In which you are threatened or coerced to send money or divert a payment; or
  - (2) Arising from a dispute or disagreement over the completeness, authenticity or value of a product, a service or a financial instrument.

ALL OTHER PROVISIONS OF THIS POLICY APPLY.

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Order Date: 08-12-2022  
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**GREATER NEW YORK INSURANCE COMPANIES**

**AMENDMENT OF LIMITS AND DEDUCTIBLES  
ENHANCED PROPERTY COVERAGE PROGRAM**

This endorsement modifies insurance provided under the following:

- ENHANCED PROPERTY COVERAGE ENDORSEMENT
- ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES
- ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR RESTAURANTS
- PROTECTO-GUARD PROPERTY ENHANCED COVERAGE ENDORSEMENT FOR HABITATIONAL PROPERTIES
- PROTECTO-GUARD PROPERTY ENHANCED COVERAGE ENDORSEMENT FOR RESTAURANTS
- ACTUAL LOSS SUSTAINED ENDORSEMENT
- ENHANCED GENERAL LIABILITY COVERAGE ENDORSEMENT
- ENHANCED GENERAL LIABILITY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES
- ENHANCED GENERAL LIABILITY COVERAGE ENDORSEMENT FOR RESTAURANTS
- BUILDING AND PERSONAL PROPERTY COVERAGE FORM
- CONDOMINIUM ASSOCIATION COVERAGE FORM
- BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FORM
- BUSINESS INCOME WITHOUT EXTRA EXPENSE COVERAGE FORM
- CAUSES OF LOSS – SPECIAL FORM
- ENHANCED PROPERTY COVERAGE ENDORSEMENT HOSPITALITY PROGRAM
- CRIME COVERAGE ENDORSEMENT HOSPITALITY PROGRAM
- ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR OFFICE BUILDINGS – LESSORS RISK
- ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR SHOPPING CENTERS – LESSORS RISK
- ENHANCED PROPERTY COVERAGE ENDORSEMENT PRIVATE CLUB PROGRAM

Changes are applicable only if the appropriate section is completed by indicating the Additional and Total Limit in one (or more) of the Schedules which follow or if a box indicates a selection has been made by a box below is marked: .

**INCREASE(S) IN LIMITS**

- In addition to the Limits provided by the Enhanced Property Coverage Endorsement attached to your policy for the specific coverage listed below, we will pay the Additional Limits shown in the Schedule below:

INCREASE IN LIMITS SCHEDULE		
COVERAGE	ADDITIONAL LIMITS	TOTAL LIMIT
Access to Premises		
Accounts Receivable		
Alternative Key Systems		
Arson, Theft and Vandalism Rewards		
B.I. Reservation Systems		
Business Income - Dependent Properties		
Claim Expenses		
Computer Fraud Coverage		
Customer Reimbursement		

INCREASE IN LIMITS SCHEDULE			
COVERAGE	ADDITIONAL LIMITS	TOTAL LIMIT	
Debris Removal			
Electronic Data:			
Elevator Collision for Personal Property of Others			
Evacuation Expense			
Fine Arts			
Fire Department Service Charges			
Fire Protection Equipment Recharge			
Forgery or Alteration			
Hotel Key Card			
Guest's Property - Inside the Premises	Per Occurrence		
	Per Guest		
Guest's Property - In Safe Deposit Boxes	Per Occurrence		
	Per Guest		
Lost Lease			
Money and Securities	Inside		
	Outside		
Money Orders & Counterfeit Paper Currency			
Newly Acquired or Constructed Property - Building			
Newly Acquired or Constructed Property - Your Business Personal Property			
Off Premises Services			
Ordinance or Law	Demolition	\$3,031,000	\$3,281,000
	Increased Cost of Construction	\$3,031,000	\$3,281,000
Outdoor Antennas & Satellites			
Outdoor Signs/Signs			
Outdoor Trees, Shrubs and Plants			
Personal Effects and Property of Others	Per Person		
	Aggregate		
Pollutant Cleanup			
Property In Transit			
Property Off Premises			
Realty Tax - Increased Assessment			
Sewer Back-up Limited Additional Coverage			
Supplemental Refrigerated Food Coverage			
Tenant Move Back Expense			
Valuable Papers and Records - Cost of Research			
Water			

**EMPLOYEE DISHONESTY INCREASED LIMIT**

2. In addition to the Limits provided by the Enhanced Property Coverage Endorsement attached to your policy, we will pay the Additional Limits shown in the Schedule below for Employee Dishonesty:

EMPLOYEE DISHONESTY SCHEDULE		
COVERAGE	ADDITIONAL LIMITS	TOTAL LIMIT
Employee Dishonesty - Employee's 1-5		
Employee Dishonesty - Each Additional Employee 6-50		
Each Additional Employee 51 or Over		

**CHANGE IN NUMBER OF DAYS OR PROPERTY DISTANCE EXTENSION - ENHANCED PROPERTY COVERAGE ENDORSEMENT**

3. If an entry is made in the Additional Number column in the Schedule below, that number of days or that property distance is added to the number of days or property distances shown for that item in the Enhanced Property Coverage Endorsement.

ADDITIONAL NUMBER SCHEDULE		
COVERAGE	ADDITIONAL NUMBER	TOTAL NUMBER
Extended Business Income		
Preservation of Property		
Property Distance Extension		

**OPTIONAL PERIOD(S) OF COVERAGE - ACTUAL LOSS SUSTAINED**

4. In addition to the 12 month period of coverage provided by the ACTUAL LOSS SUSTAINED ENDORSEMENT, we will extend the period of coverage to the Optional Period of Coverage as shown in the Schedule below:

ADDITIONAL PERIOD SCHEDULE - ALS	
PROPERTY COVERAGE(S)	PERIOD OF COVERAGE OPTIONS (Coverage is provided only if one of the boxes below is marked: <input checked="" type="checkbox"/> )
	ACTUAL LOSS SUSTAINED

- A. If an Optional **24** month Period of Coverage is indicated (by a  in the appropriate box) in this AMENDMENT OF LIMITS AND DEDUCTIBLES ENDORSEMENT Schedule above, the following replaces section **C. Limits of Insurance** of the Business Income And Extra Expense Coverage Form or the Business Income Without Extra Expense Coverage Form, but only to the extent that coverage is provided by the Actual Loss Sustained Endorsement:

**C. Limits of Insurance**

The most we will pay for any one occurrence is the actual loss of Business Income and/or the actual Extra Expense that you sustain during the "period of restoration" and that occurs within **24** consecutive months after the date of direct physical loss or damage. This **24**-month limit replaces the Limit of Insurance shown in the Declarations for Business Income or Business Income and Extra Expense.

- B. If an Optional **36** month Period of Coverage is indicated (by a  in the appropriate box) in this AMENDMENT OF LIMITS AND DEDUCTIBLES ENDORSEMENT Schedule above, the following replaces Section **C. Limits of Insurance** of the Business Income And Extra Expense Coverage Form or the Business Income Without Extra Expense Coverage Form, but only to the extent that coverage is provided by this Actual Loss Sustained Coverage Extension:

**C. Limits of Insurance**

The most we will pay for any one occurrence is the actual loss of Business Income and/or the actual Extra Expense that you sustain during the "period of restoration" and that occurs within **36** consecutive months after the date of direct physical loss or damage. This **36**-month limit replaces the Limit of Insurance shown in the Declarations for Business Income or Business Income and Extra Expense.

**C. ADDITIONAL COVERAGE - ALTERATIONS AND NEW BUILDINGS - OPTIONAL PERIOD(S) OF COVERAGE**

As respects the Actual Loss Sustained Coverage as it relates to **A.5.b. ADDITIONAL COVERAGE - ALTERATIONS AND NEW BUILDINGS**, the following is added as the last paragraph:

The most we will pay for any one occurrence is the actual loss of Business Income and/or Extra Expense that you sustain during the "period of restoration" that occurs within **12** consecutive months after the date of direct physical loss or damage, unless a AMENDMENT OF LIMITS AND DEDUCTIBLES ENDORSEMENT modifies this period of coverage.

1. OPTIONAL PERIOD OF COVERAGE - ACTUAL LOSS SUSTAINED - **24** Months:

Address: 270 Columbia Ct  
 Order Date: 08-12-2023  
 Document not for resale  
 11 Aug 2023

If an Optional **24** month Period of Coverage is indicated (by a  in the appropriate box) in the AMENDMENT OF LIMITS AND DEDUCTIBLES ENDORSEMENT Schedule above, the following replaces the **12**-month provision stated above, but only to the extent that coverage is provided by this Actual Loss Sustained Endorsement:

The most we will pay for any one occurrence is the actual loss of Business Income and/or Extra Expense that you sustain during the "period of restoration" that occurs within **24** consecutive months after the date of direct physical loss or damage.

2. **OPTIONAL PERIOD OF COVERAGE – ACTUAL LOSS SUSTAINED – 36 Months:**

If an Optional **36** month Period of Coverage is indicated (by a  in the appropriate box) in the AMENDMENT OF LIMITS AND DEDUCTIBLES ENDORSEMENT Schedule above, the following replaces the 12-month provision stated above, but only to the extent that coverage is provided by this Actual Loss Sustained Coverage Extension:

The most we will pay for any one occurrence is the actual loss of Business Income and/or Extra Expense that you sustain during the "period of restoration" that occurs within **36** consecutive months after the date of direct physical loss or damage.

- D. Only as respects the coverage provided by the Actual Loss Sustained Endorsement and modified by the Optional Period(s) of Coverage provision of this AMENDMENT OF LIMITS AND DEDUCTIBLES ENDORSEMENT, the following are deleted from **A.6.**:

**DELETIONS FROM COVERAGE EXTENSION:**

The following wording is deleted from section **A.6. Coverage Extension** of the Business Income (And Extra Expense) Coverage Form and **A.5. Coverage Extension** of the Business Income (without Extra Expense) Coverage Form:

*"If a Coinsurance percentage of **50%** or more is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:"*

**NEWLY ACQUIRED LOCATIONS**

The following wording is deleted from section **A.6. Coverage Extension** of the Business Income (and Extra Expense) Coverage Form and **A.5. Coverage Extension** of the Business Income (without Extra Expense) Coverage Form:

*"The Additional Condition, Coinsurance, does not apply to this Extension."*

**ADDITIONAL CONDITION AND OPTIONAL COVERAGES**

D. Additional Condition and E. Optional Coverages of the Business Income And Extra Expense Coverage Form or the Business Income Without Extra Expense Coverage Form are deleted in their entirety.

- E. Only as respects the Actual Loss Sustained Endorsement, the following is added:

**DEFINITION**

"**Period of Restoration**" means the period of time that:

1. Begins
  - (a) 72 hours after the time of direct physical loss or damage for Business Income coverage; or
  - (b) Immediately after the time of direct physical loss or damage for Extra Expense coverage; caused by or resulting from any Covered Cause of Loss at the described premises; and
2. Ends on the earlier of:
  - (a) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
  - (b) The date when business is resumed at a new permanent location, or
  - (c) 12 months after the date of direct physical loss or damage, unless this time period is modified by an AMENDMENT OF LIMITS AND DEDUCTIBLES ENDORSEMENT attached to your policy which provides a different period of coverage. If an AMENDMENT OF LIMITS AND DEDUCTIBLES ENDORSEMENT is attached to your policy, then the reference to **12** months is

modified to the option (either **24** or **36** months option) indicated in the AMENDMENT OF LIMITS AND DEDUCTIBLES ENDORSEMENT.

"Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

- (i) Regulates the construction, use or repair, or requires the tearing down of any property; or
- (ii) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants," or
- (iii) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "fungus," wet or dry rot, or bacteria. This exclusion of "fungus," wet or dry rot, or bacteria does not apply when "fungus," wet rot, dry rot or bacteria results from a Covered Cause of Loss. Exclusion **B.2.d.(2)** of the Causes of Loss Special Form continues to apply.

The additional limits provided by this endorsement are subject to all the applicable provisions of the Enhanced Property Coverage Endorsement.

### OPTIONAL DEDUCTIBLES - ENHANCED PROPERTY COVERAGE ENDORSEMENT(S)

#### 1. SEWER BACK-UP OPTIONAL DEDUCTIBLES

The Deductible(s) applicable to Sewer and Drain Back-up and Overflow and Sump Overflow in the Enhanced Property Coverage Endorsement attached to your policy is changed to the deductible(s) shown in the table below if the Box in the chart below is indicated with an

COVERAGE WITH A NEW DEDUCTIBLE IS PROVIDED ONLY IF A BOX BELOW IS MARKED WITH <input checked="" type="checkbox"/>	COVERAGE	DEDUCTIBLE OPTION
<input type="checkbox"/>	Sewer and Drain Back-Up and Overflow and Sump Overflow – Limited Additional Coverage	\$2,500
<input checked="" type="checkbox"/>	Sewer and Drain Back-Up and Overflow and Sump Overflow – Limited Additional Coverage	\$10,000
<input type="checkbox"/>	Sewer and Drain Back-Up and Overflow and Sump Overflow – Limited Additional Coverage	\$25,000

If no entry appears in the table for a specific coverage, then the deductible in Enhanced Property Coverage Endorsement attached to your policy continues to apply to that coverage.

#### 2. PERCENTAGE DEDUCTIBLE OPTIONS APPLICABLE TO SPECIFIC COVERAGES

If a percentage is indicated in the table below, the indicated percentage Deductible applies against any amount we pay for loss for any single occurrence payable under the applicable Coverage Extension. Then we will pay in excess of this deductible up to the Limit of Insurance provided by the applicable Coverage Extension.

Options are available for each whole percentage, up to **10%**.

The percentage deductible is a deductible that is determined by multiplying the percentage indicated in the table below against the Limit of Insurance for the property type insured under the Coverage Extension. (For example, the Limit of Insurance provided for Employee Dishonesty is **\$50,000** (but this Limit can be increased on request). If the percentage indicated in the table below is **1%**, then the percentage deductible is calculated as follows:  $.01 \times \$50,000 = \$500$ . The Deductible applied against any loss will be **\$500**.)

COVERAGE	PERCENTAGE DEDUCTIBLE OPTION
ACCOUNTS RECEIVABLE	Not available. Follows Property Deductible.
COMPUTER COVERAGE	
FINE ARTS	
VALUABLE PAPERS	Not available. Follows Property Deductible.
"COMPUTER FRAUD"	
FORGERY AND ALTERATION	
MONEY AND SECURITIES	

**3. FIXED DOLLAR DEDUCTIBLE OPTIONS AVAILABLE**

If a dollar amount is indicated in the table below, the indicated flat Deductible amount applies against any amount we pay for loss for any single occurrence payable under the applicable Coverage Extension. Then we will pay in excess of this deductible up to the Limit of Insurance provided by the applicable Coverage Extension.

Fixed Dollar Deductible Options are available in set increments from **\$250** to **\$5,000**.

COVERAGE	FIXED DOLLAR DEDUCTIBLE OPTION
ACCOUNTS RECEIVABLE	
COMPUTER COVERAGE	
FINE ARTS	
VALUABLE PAPERS	
"COMPUTER FRAUD"	
FORGERY AND ALTERATION	
MONEY AND SECURITIES	

**4. EMPLOYEE DISHONESTY DEDUCTIBLE OPTIONS AVAILABLE**

If a dollar amount is indicated in one of the check boxes below, that Deductible amount applies against any amount we pay for loss for any single occurrence payable under the Employee Dishonesty Coverage. Then we will pay in excess of this deductible up to the Limit of Insurance provided by The Employee Dishonesty Coverage.

\$500	\$1,000	\$2,500	\$5,000	\$10,000	\$25,000	\$50,000	\$100,000
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**5. GUESTS PROPERTY DEDUCTIBLE OPTIONS AVAILABLE**

If a dollar amount is indicated in one of the check boxes below, that Deductible amount applies against any amount we pay for loss for any single occurrence payable under the Guests Property Coverage. Then we will pay in excess of this deductible up to the Limit of Insurance provided by The Guests Property Coverage.

**Inside the Premises (Including Robbery of a Custodian)**

\$0	\$250	\$500	\$1,000	\$2,000	\$5,000	\$10,000
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Inside Safe Deposit Boxes**

\$0	\$250	\$500	\$1,000	\$2,000	\$5,000	\$10,000
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**INCREASE IN LIMITS – ENHANCED GENERAL LIABILITY COVERAGE ENDORSEMENT**

In addition to the Limits provided by the ENHANCED GENERAL LIABILITY COVERAGE ENDORSEMENT, we will pay the Additional Limit as shown in the Table below, up to the Total Limit of Insurance:

<b>GENERAL LIABILITY COVERAGES</b>		
<b>COVERAGE</b>	<b>ADDITIONAL LIMIT</b>	<b>TOTAL LIMIT</b>
Damage To Premises Rented To You		\$1,000,000

The limits provided by this endorsement are subject to all the applicable provisions of the Enhanced Property Coverage Endorsement attached to your policy.

All other terms and conditions remain unchanged.

# GREATER NEW YORK INSURANCE GROUP

## ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES

This endorsement modifies insurance provided under the following:

- BUILDING AND PERSONAL PROPERTY COVERAGE FORM**
- CONDOMINIUM ASSOCIATION COVERAGE FORM**
- CAUSES OF LOSS - SPECIAL FORM**
- BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM**
- BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM**

<b>TABLE OF COVERAGES</b>			
<b>PROPERTY AND BUSINESS INCOME COVERAGES</b>	<b>LIMIT OF INSURANCE (INCLUDES LIMITS PROVIDED BY COVERAGE FORMS LISTED ABOVE)</b>	<b>DEDUCTIBLE</b>	<b>PAGE #</b>
1. Accounts Receivable	\$50,000 ANN AGG	Follows Property	15
2. Business Income – Actual Loss Sustained (ALS)*	Actual Loss Sustained	B.I. Waiting Period	28
3. Business Income - Dependent Properties*	\$50,000	72 hours subject to 3% per day Limitation	27
4. Business Income - Extended Business Income*	210 days	None	26
5. "Computer Fraud" Coverage	\$50,000 ANN AGG	Follows Property	13
6. Debris Removal Additional Limit	\$250,000	None	4
7. Electronic Data	\$25,000	Follows Property	5
8. Elevator Collision for Personal Property of Others	\$100,000	Follows Property	17
9. Employee Dishonesty	\$25,000	Follows Property	10
10. Fine Arts	\$15,000 ANN AGG**	Follows Property	16
11. Fire Department Service Charge	\$25,000	None	5
12. Fire Protection Equipment Recharge	\$25,000	None	6
13. Forgery or Alteration	\$50,000 ANN AGG**	Follows Property	12
14. Lost or Stolen Key Coverage	\$10,000/\$20,000 ANN AGG	None	6
15. Money and Securities	\$5,000 Out/\$10,000 In	Follows Property	9
16. Newly Acquired Or Constructed Property – Buildings	\$500,000	None	6
17. Newly Acquired Or Constructed Property – Your Business Personal Property	25% of Business Personal Property Limit of Insurance up to \$200,000	None	6
18. Off Premises Services Interruption Limited Additional Coverage	\$25,000 ANN AGG**	12 hours / \$1,000 per Occurrence	24
19. Ordinance or Law Limited Additional Coverage	Undamaged Portion	Included in Building Limit	None
	Demolition	\$250,000 Coverage B	None
	Increased Cost of	\$250,000 Coverage C	None



TABLE OF COVERAGES				
PROPERTY AND BUSINESS INCOME COVERAGES		LIMIT OF INSURANCE (INCLUDES LIMITS PROVIDED BY COVERAGE FORMS LISTED ABOVE)	DEDUCTIBLE	PAGE #
	Construction			
	Increased Period of Restoration	Actual Loss Sustained	None	26
20.	Outdoor Antennas & Satellite Dishes	\$10,000 ANN AGG**	Follows Property	8
21.	Outdoor Signs			
	Attached to Buildings	\$2,500	Follows Property	17
	Not Attached to Buildings	\$25,000	Follows Property	8
22.	Outdoor Fences, Trees, Shrubs and Plants	\$25,000	\$3,000 per Occurrence minimum; subject to Building Deductible	7
		\$2,500 per Tree, Shrub or Plant		
23.	Personal Effects and Property of Others	\$5,000 per Person \$15,000 per Occurrence	Follows Property	7
24.	Pollutant Cleanup and Removal	\$25,000 ANN AGG**	None	5
25.	Preservation of Property	60 days	None	5
26.	Property Distance Extension	1,000 feet	None	6, 18, 26
27.	Property Off-Premises	\$15,000	Follows Property	7
28.	Sewer and Drain Back-up and Overflow and Sump Overflow – Limited Additional Coverage	\$100,000	\$5,000	18
29.	Storage/Maintenance Buildings/Sheds, etc.	Included in Building Limit of Insurance	Follows Property	4
30.	Tenant's Building Glass	Within Personal Property Limit	Follows Property	4
31.	Valuable Papers and Records Coverage	\$10,000	Follows Property	7

\* Coverage applies only if a Business Income Coverage Form is included in your policy.

\*\*The Limit of Insurance shown for the listed Limited Additional Coverages includes the sum of **all** direct physical loss or damage to Covered Property and any loss of Business Income (applies only if a Business Income Coverage Form is included in your policy) occurring during a **12-month** period. This Limit of Insurance for the Limited Additional Coverages is subject to the Building or Business Personal Property Limit of Insurance shown on the Declarations for any single described premises.

When an ANNUAL AGGREGATE limit is specified, the most we will pay is the limit specified in the Table of Coverages arising out of Covered Causes of Loss occurring during each separate **12-month** period of this policy. The ANNUAL AGGREGATE limit applies no matter how many losses occur or how many buildings, premises, or locations are insured.

Unless otherwise specified in the individual coverage extension, we will not pay for loss under any coverage provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES if coverage for the same loss is also provided by other coverages extended by this

ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES. In such case, if loss is covered under more than one coverage provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES, we will pay only under the terms of the coverage that provides the highest Limit of Insurance. We will **not** pay for the combined Limits of Insurance of all the coverage(s).

In no event will we ever pay more than the Limit of Insurance shown in the Table of Coverages above applicable to the specific coverage, unless indicated differently in the coverage's provisions.

The following is added as the last paragraph of **D. "Deductible"** of the Building and Personal property Coverage Form and the Condominium Association Coverage Form, directly above Example No. 1.:

Coverages provided under the ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES are subject to the deductibles shown in the Commercial Property Declarations, unless a different deductible is specified as applicable to a particular coverage within the ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES or an AMENDMENT TO LIMITS AND DEDUCTIBLES ENDORSEMENT attached to your policy.

## Building and Personal Property Coverage Form Condominium Association Coverage Form

The following modifies insurance provided under the Building and Personal Property Coverage Form and The Condominium Association Coverage Form:

### AMENDMENTS TO A.1.a. COVERAGE - BUILDING

#### STORAGE/MAINTENANCE BUILDINGS/SHEDS, GATEHOUSES, AND GAZEBOS

- a. The following are added to **A. Coverage, 1. Covered Property, a. Building** of the Building and Personal Property Coverage Form:
  - (6) Storage/maintenance buildings/ sheds, gatehouses, and gazebos;
- b. The following are added to **A. Coverage, 1. Covered Property, a. Building** of the Condominium Association Coverage Form:
  - (7) Storage/maintenance buildings/ sheds, gatehouses, and gazebos;

### AMENDMENTS TO A.1.b. YOUR BUSINESS PERSONAL PROPERTY

#### TENANT'S BUILDING GLASS

The following is added to **A. Coverage, 1. Covered Property, b. Your Business Personal Property**:

1. As paragraph **A.1.b.(8)** Of the Building and Personal Property Coverage Form; and
2. As paragraph **A.1.b.(4)** of the Condominium Association Coverage Form:

Building Glass that is in the care, custody or control of the Insured at a described premises.

### AMENDMENTS TO PROPERTY NOT COVERED

#### DELETIONS FROM PROPERTY NOT COVERED

Paragraph **A.2.n.** is deleted and replaced with the following:

- n. Electronic data, except as provided in the Definition of "Software" and "Electronic Data" in the Electronic Data Coverage Extension included in this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES. The Electronic Data coverage provided in the Additional Coverages - Electronic Data in the Building and Personal Property Coverage Form is deleted.

"Electronic Data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. "Electronic Data" does not include Data in the Definition of "Software" in the Electronic Data Coverage Extension as provided in this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES.

The term computer programs, referred to in the foregoing description of "Electronic Data" and "Software" means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. This paragraph, **n.**, does not apply to your "stock" of prepackaged software.

### AMENDMENTS TO A.4. ADDITIONAL COVERAGES

#### DEBRIS REMOVAL ADDITIONAL LIMIT

The ADDITIONAL COVERAGE, **Debris Removal** is amended by replacing the following paragraphs **A.4.a. (4)**:

- (4). We will pay up to the additional limit of insurance shown in the table of coverages for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:
  - (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
  - (b) The actual debris removal expense exceeds **25%** of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if (4)(a) and/ or (4)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus the limit of insurance shown in the Table of Coverage.

The ADDITIONAL COVERAGE, **Debris Removal** is amended by adding the following paragraphs **A.4.a.(6)** and **A.4.a.(7)**:

- (6) We will not pay for expenses you incur to remove debris from your described premises under this Debris Removal Additional Coverage if such debris removal expense is also covered by another Additional Coverage or Coverage Extension (such as the Outdoor Fences, Trees, Shrubs and Plants Coverage Extension) provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES for the same loss. If loss for the expense you incur to remove fallen trees is covered under this Debris Removal Additional Coverage and the Outdoor Fences, Trees, Shrubs and Plants Coverage Extension, then this Debris Removal Additional Coverage does not apply and only the Outdoor Fences, Trees, Shrubs and Plants Coverage Extension applies to such expenses.
- (7) This Debris Removal Additional Coverage does not apply to any loss covered under any Limited Additional Coverage (such as Earthquake and Volcanic Eruption or the Interior Water – Limited Additional Coverage, Public Water Supply – Limited Additional Coverage, or Sewer and Drain Back-up and Overflow and Sump Overflow – Limited Additional Coverage(s)).

#### **PRESERVATION OF PROPERTY**

Paragraph **A.4.b.(2) Preservation of Property** is replaced with the following:

Only if the loss or damage occurs within the number of days shown in the Table of Coverages after the property is first moved.

Payments under Preservation Of Property Additional Coverage will not increase the applicable Limit of Insurance for Business Personal Property.

#### **FIRE DEPARTMENT SERVICE CHARGE**

Paragraph **A.4.c. Fire Department Service Charge** is replaced with the following:

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to the amount shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES, unless a higher limit is shown in the Declarations, for your liability for fire department service charges:

- (1) Assumed by contact or agreement prior to loss; or
- (2) Required by local ordinance.

No deductible applies to this additional coverage.

#### **POLLUTANT CLEANUP AND REMOVAL**

The following replaces the last paragraph of **A.4.d. Pollutant Cleanup and Removal**:

The most we will pay under this Pollutant Cleanup and Removal Additional Coverage for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate **12-month** period of this policy is the amount shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES. This Annual Aggregate limit applies no matter how many losses occur or how many buildings, premises or locations are insured.

#### **INCREASED COST OF CONSTRUCTION**

Section **A.4.e. Increased Cost of Construction** is deleted. Coverage for the Increased Cost of Construction is included under Coverage C of the Ordinance or Law Coverage Extension provided elsewhere in this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES.

#### **ELECTRONIC DATA**

**A.4.f. Electronic Data** is amended as follows:

The most we will pay for Electronic Data is shown in the Table of Coverages of the ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES.

## ADDITIONS TO A.4. ADDITIONAL COVERAGES

The following are added to **A.4. Additional Coverages**. Limits of Insurance indicated in the provisions in this section provide additional Limits to those shown in the Declarations to Covered Building or Business Personal Property, as applicable, unless indicated otherwise within the coverage provision.

### FIRE PROTECTION EQUIPMENT RECHARGE

We will pay expenses you incur to recharge automatic fire protection equipment when such equipment is discharged to fight a fire or as the result of a Covered Cause of Loss. The most we will pay under this Additional Coverage is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES. Payments under this Fire Protection Equipment Recharge Additional Coverage will not increase the Limit of Insurance applicable to Buildings shown in the Declarations.

### PROPERTY DISTANCE EXTENSION

In each instance where it appears in the form, the property distance limitation of 100 feet is changed to **1,000** feet.

Payments under this Property Distance Extension Additional Coverage will not increase the Limit of Insurance applicable to Buildings shown in the Declarations.

### LOST OR STOLEN KEY COVERAGE

We will pay for the expense to re-key locks at a covered:

1. Building, and/or
2. Structure,  
when the keys to those locks have been:
  - a. Stolen, or
  - b. Lost,

at a premises described in the Declarations during the policy period.

No matter how many thefts of keys and/or losses of keys that occur during the policy period, the most we will pay for re-keying expenses at any one building or structure is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES.

However, an Annual Aggregate Limit applies. This means that the most we will pay under this Lost or Stolen Key Additional Coverage for the sum of all losses occurring during each separate **12-month** policy period is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES regardless of the number of:

- (i) Buildings, structures, premises or locations covered by this policy, or
- (ii) Thefts of keys and/or losses of keys that occur during the policy period.

Payments under this Lost or Stolen Key Additional Coverage will not increase the Limit of Insurance applicable to Buildings shown in the Declarations.

## AMENDMENTS TO A.5. COVERAGE EXTENSIONS

### NEWLY ACQUIRED OR CONSTRUCTED PROPERTY - Buildings

The following is added as the last paragraph of Newly Acquired or Constructed Property - Buildings **A.5.a.(1)**:

In addition to the limits otherwise provided under this policy for Newly Acquired Property or Constructed Property – Buildings, under **A.5.a.(1)**, under the ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES we will pay up to the additional limit shown in the Table of Coverages at each building for loss or damage under this Extension.

### NEWLY ACQUIRED OR CONSTRUCTED PROPERTY – Your Business Personal Property

The following is added as the last paragraph of Newly Acquired or Constructed Property – Your Business Personal Property, **A.5.a.(2)(a)**:

In addition to the limits otherwise provided under this policy for Newly Acquired Property or Constructed Property – Your Business Personal Property, under **A.5.a.(2)(a)**, under the ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES, we will pay up to the additional limit shown in the Table of Coverages at each building for Newly Acquired Business Personal Property.

## PERSONAL EFFECTS AND PROPERTY OF OTHERS

The following replaces the last paragraph of **A.5.b.** Personal Effects and Property Of Others:

The most we will pay for loss or damage under this Coverage Extension is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES for the Personal Effects and Property Of Others of one person or entity. The most we will pay for loss or damage arising out of one occurrence is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

## VALUABLE PAPERS AND RECORDS (OTHER THAN ELECTRONIC DATA)

The following amends **A.5.c.** Valuable Papers And Records (Other Than Electronic Data)

1. The following is added to paragraph **A.5.c.(1)**:

The costs to replace or restore the lost information must be sustained by you because of loss or damage to Valuable Papers And Records (Other Than Electronic Data) caused by a Covered Cause of Loss at a premises described in the Declarations.

2. Paragraphs **A.5.c.(2)** and **A.5.c.(3)** are deleted.

3. The following replaces paragraph **A.5.c.(4)**:

- (4)** Under this Valuable Papers And Records (Other Than Electronic Data) Coverage Extension, the most we will pay to replace or restore the lost information is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES. However, in no event will we ever pay more in any single loss than the Limit of Insurance shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES.

We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

## PROPERTY OFF-PREMISES

The following replaces Property Off -Premises paragraph **A.5.d.(3)**:

The most we will pay for loss or damage under this Extension is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES

## OUTDOOR PROPERTY

The following replaces Extension **A.5.e.** Outdoor Property:

### e. OUTDOOR PROPERTY

You may extend the insurance provided by this Coverage Form to apply to your Outdoor Property (as described in the specific sections which follow):

#### (1) OUTDOOR FENCES, TREES, SHRUBS AND PLANTS

- (a) You may extend the insurance provided by this Coverage Form to apply to direct physical loss or damage to your outdoor: fences; trees, shrubs and plants (other than "stock" of trees, shrubs or plants;) including debris removal expense caused by or resulting from any of the following Covered Causes of Loss:

- i. Fire;
- ii. Lightning;
- iii. Explosion;
- iv. Vehicles;
- v. Riot or civil commotion;
- vi. Aircraft;
- vii. Vandalism;
- viii. Theft.

The most we will pay for loss or damage under this OUTDOOR FENCES, TREES, SHRUBS AND PLANTS Coverage Extension for the outdoor property described above is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS

AND COOPERATIVES. These limits apply to any one occurrence, regardless of the types or number of fences, trees, shrubs and plants lost or damaged in that occurrence.

**(b) Removal of Fallen Trees Coverage**

Solely with respect to the debris removal coverage provided under paragraph **e.(1)(a)** above, we will pay for expenses you incur to remove debris of a tree which has fallen onto your described premises from a neighboring property, but only if:

- (i) Direct physical damage to Covered Property is sustained; and
- (ii) The fallen tree is not covered under paragraph **(1)(a)** of this OUTDOOR FENCES, TREES, SHRUBS AND PLANTS Coverage Extension.

The most we will pay under this Removal of Fallen Trees coverage for expenses for the removal of one tree is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES. The most we will pay for the removal of all fallen trees at all described premises shown in the Declarations arising from one occurrence is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES.

Payments we make under this Removal of Fallen Trees coverage is included in and does not increase the Limit of Insurance applicable to this OUTDOOR FENCES, TREES, SHRUBS AND PLANTS Coverage Extension shown in paragraph **(1)(a)** above.

A Minimum Deductible of **\$3,000** applies to Each Occurrence for loss payable under this OUTDOOR FENCES, TREES, SHRUBS AND PLANTS Coverage Extension. This Minimum Deductible applies unless a higher deductible is shown in the Declarations applicable to Covered Building(s). We will not pay for loss or damage until the amount of loss or damage exceeds the applicable Deductible. We will then pay the amount of loss or damage in excess of that Deductible, up to the applicable Limit of Insurance.

Any payments we make under this OUTDOOR FENCES, TREES, SHRUBS AND PLANTS Coverage Extension are included in and will not increase the Limit of Insurance applicable to Buildings shown in the Declarations.

**(2) OUTDOOR SIGNS NOT ATTACHED TO BUILDINGS**

**(a)** You may extend the insurance provided by this Coverage Form to apply to direct physical loss or damage to your outdoor signs at a premises described in the Declarations. We will pay for direct physical loss of or damage from a Covered Cause of Loss to such outdoor signs if the signs are not attached to a Covered Building and are:

- (i) Owned by you; or
- (ii) Owned by others but in your care, custody or control.

**(b) B.** Exclusions of the Causes Of Loss – Special Form do not apply to signs covered under this OUTDOOR SIGNS NOT ATTACHED TO BUILDINGS Coverage Extension, except the following

**B.1.** Exclusions:

- (i) Paragraph **B.1.c.** Governmental Action;
- (ii) Paragraph **B.1.d.** Nuclear Hazard; and
- (iii) Paragraph **B.1.f.** War And Military Action.

**(c)** Under this Outdoor Signs Not Attached To Buildings Coverage Extension, we will not pay for loss or damage caused by or resulting from:

- (i) Wear and tear;
- (ii) Hidden or latent defect;
- (iii) Rust;
- (iv) Corrosion; or
- (v) Mechanical breakdown.

**(d)** The most we will pay for loss or damage in any one occurrence for Outdoor Signs Not Attached To Buildings is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES.

**(3) OUTDOOR ANTENNAS & SATELLITE DISHES**

You may extend the insurance provided by this Coverage Form to apply to direct physical loss or damage to your outdoor radio and television antennas (including satellite dishes) and their lead-in wiring, masts or towers. We will pay for direct physical loss or damage to such outdoor radio and television antennas caused by or resulting from a Covered Cause of Loss.

The most we will pay for the sum of all direct physical loss or damage under this Outdoor Antennas & Satellite Dishes Coverage Extension in each separate 12-month policy period is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES. This annual aggregate limit applies no matter how many buildings, premises or locations are covered by this policy.

### ADDITIONS TO A.5. COVERAGE EXTENSIONS

Payment under the following added Coverage Extensions is limited to the Limit of Insurance shown on in the Table of Coverages shown on the first page of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES. The Limit shown in the Table of Coverages applicable to any of the added Coverage Extensions provided in the section is **not** additional insurance and will not increase the Limit of Insurance shown in the Declarations for Covered Property.

Any Limit of Insurance shown in this **ADDITIONS TO A.5. COVERAGE EXTENSIONS** section is **excess** over any specific insurance provided by another coverage form of this or any other policy applicable to the same property for the same loss.

The Additional Condition, Coinsurance, does not apply to these added Coverage Extensions.

The following are added to **A.5. COVERAGE EXTENSIONS**

#### MONEY AND SECURITIES

You may extend the insurance provided by this Coverage Form to apply to direct physical loss of or damage to your "money" and "securities", subject to the following provisions:

1. We will pay for direct physical loss of "money" and "securities" used in your business while:
  - a. At a bank or savings institution; within your living quarters or the living quarters of your partners or any employee having use and custody of the property;
  - b. At the described premises; or
  - c. In transit between any of these places, resulting directly from:
    - (1) Theft, meaning any act of stealing;
    - (2) Disappearance; or
    - (3) Destruction.
2. In addition to the Limitations and Exclusions applicable to property coverage, we will not pay for loss:
  - a. Resulting from accounting or arithmetical errors or omissions;
  - b. Due to the giving or surrendering of property in any exchange or purchase; or
  - c. Of property contained in any "money"-operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.
3. The most we will pay for loss in any one occurrence is:
  - a. **\$10,000** for "money" and "securities" while:
    - (1) In or on the premises described in the Declarations; or
    - (2) Within a bank or savings institution; and
  - b. **\$5,000** for "money" and "securities" while at any other location covered under this extension.
4. All loss:
  - a. Caused by one or more persons; or
  - b. Involving a single act or series of related acts;is considered one occurrence.
5. You must keep records of all "money" and "securities" so we can verify the amount of any loss or damage.
6. Only as respects this Money and Securities Coverage Extension, the following replaces **A.2.a. Property Not Covered** of the Building and Personal Property Coverage Form/Condominium Association Coverage Form:

#### 2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, currency, deeds, food stamps or other evidences of debt or notes. Lottery tickets held for sale are not securities. "Money" or "Securities" are also Property Not Covered, except as provided under the following added Coverage Extensions of the ENHANCED



PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES:

- (1) "Money" and "Securities";
  - (2) Employee Dishonesty;
  - (3) Forgery and Alteration; and
  - (4) "Computer Fraud".
7. The property distance limitation does not apply to "money" and "securities" while at the places listed in paragraph 1. of this Money And Securities Coverage Extension.
  8. If a loss is covered both under this Money And Securities Coverage Extension and by a Commercial Crime Coverage Part attached to this policy, this coverage will be excess of that coverage, and only the deductible applicable to the Commercial Crime Coverage Part will apply. This provision supersedes any conflicting other insurance provisions.
  9. We will not pay for loss under this Money and Securities Coverage Extension that is also covered under any of the following added Coverage Extension(s) providing coverage for the same loss:
    - a. "Computer Fraud";
    - b. Employee Dishonesty; or
    - c. Forgery and Alteration;of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES. When such loss is payable under more than one coverage, the highest limit provided by any single coverage listed above will apply to the loss; however, we will not pay more than this limit. We will not pay a combination of the limits. This exclusion applies to loss that is not covered under the above listed Coverage Extension(s) solely due to exhaustion of limits.
  10. For coverage provided under this Money and Securities Coverage Extension, the following definitions are added to the Definitions section:

"Money" means:

    - a. Currency, coins and bank notes in current use and having a face value; and
    - b. Travelers checks, register checks and money orders held for sale to the public.

"Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:

    - (1) Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
    - (2) Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;but does not include "money."

**EMPLOYEE DISHONESTY**

You may extend the insurance provided by this Coverage Form to apply to loss of or damage to your Covered Business Personal Property, "money" and "securities" resulting from dishonest acts committed by your employees (as defined in paragraph 10. below), subject to the following provisions:

1. We will pay for direct physical loss of or damage to your Covered Business Personal Property and "money" and "securities" resulting from dishonest acts committed by any of your employees acting alone or in collusion with other persons (except you or your partner) with the manifest intent to:
  - a. Cause you to sustain loss or damage; and also
  - b. Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:
    - (1) Any employee; or
    - (2) Any other person or organization.
2. We will not pay for loss or damage:
  - a. Resulting from any dishonest or criminal act that you or any of your partners commit whether acting alone or in collusion with other persons; or
  - b. Resulting from any dishonest act committed by any of your employees (except as provided in Paragraph 1.), "managers" or directors:
    - (1) Whether acting alone or in collusion with other persons; or
    - (2) While performing services for you or otherwise.
    - (3) The only proof of which as to its existence or amount is:
      - (a) An inventory computation; or
      - (b) A profit and loss computation.

3. The most we will pay for loss or damage in any one occurrence is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES.
4. All loss or damage:
  - a. Caused by one or more persons; or
  - b. Involving a single act or series of related acts; is considered one occurrence.
5. We will pay only for loss or damage you sustain through acts committed or events occurring during the policy period. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.
6. This Employee Dishonesty Coverage Extension does not apply to any employee immediately upon discovery by:
  - a. You; or
  - b. Any of your partners, officers or directors not in collusion with the employee; of any dishonest act committed by that employee before or after being hired by you.
7. We will pay only for covered loss or damage discovered no later than one year from the end of the policy period.
8. If you (or any predecessor in interest) sustained loss or damage during the period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this Employee Dishonesty Coverage Extension, provided:
  - a. This Employee Dishonesty Coverage provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES became effective at the time of cancellation or termination of the prior insurance; and
  - b. The loss or damage would have been covered by this Employee Dishonesty Coverage Extension had it been in effect when the acts or events causing the loss or damage were committed or occurred.
9. The insurance under Paragraph 8. above is part of, not in addition to, the Limit of Insurance applying to this Employee Dishonesty Coverage Extension and is limited to the lesser of the amount recoverable under:
  - a. The Employee Dishonesty Coverage provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES as of its effective date; or
  - b. The prior insurance had it remained in effect.
10. With respect to the Employee Dishonesty coverage provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES, employee means:
  - a. Any natural person:
    - (1) While in your service or for **30** days after termination of service;
    - (2) Who you compensate directly by salary, wages or commissions; and
    - (3) Who you have the right to direct and control while performing services for you:
  - b. Any natural person who is furnished temporarily to you:
    - (1) To substitute for a permanent employee as defined in Paragraph a. above, who is on leave; or
    - (2) To meet seasonal or short-term work load conditions:
  - c. Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph b. above;
  - d. Any natural person who is a former employee, director, partner, member, "manager", representative or trustee retained as a consultant while performing services for you; or
  - e. Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside any building you occupy in conducting your business.

But employee does not mean:

  - (1) Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character;
  - (2) Any "manager", director or trustee except while performing acts coming within the usual duties of an employee; or
  - (3) Your partners or officers.

11. Only as respects this Employee Dishonesty Coverage Extension, the following replaces **A.2.a.** Property Not Covered of the Building and Personal Property Coverage Form/Condominium Association Coverage Form:

**2. Property Not Covered**

Covered Property does not include:

a. Accounts, bills, currency, deeds, food stamps or other evidences of debt or notes. Lottery tickets held for sale are not securities. "Money" or securities are also Property Not Covered, except as provided under the following Coverage Extensions of the ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES:

- (1) "Money" and "Securities";
- (2) Employee Dishonesty;
- (3) Forgery and Alteration; and
- (4) "Computer Fraud".

12. Exclusion **B.2.h.** of the Causes of Loss-Special Form does not apply to this Employee Dishonesty Coverage Extension.

13. If a loss is covered both under this Employee Dishonesty Coverage Extension and by a Commercial Crime Coverage Part attached this policy, the limits of this Employee Dishonesty Coverage Extension will be excess of that Commercial Crime Coverage Part, and only the deductible applicable to that Commercial Crime Coverage Part will apply. This provision supersedes any conflicting other insurance provisions.

14. We will not pay for loss under this Employee Dishonesty Coverage Extension that is also covered under any of the following added Coverage Extension(s) providing coverage for the same loss:

- a. Money and Securities;
- b. Forgery and Alteration; or
- c. "Computer Fraud";

of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES. When such loss is payable under more than one coverage, the highest limit provided by any single coverage listed above will apply to the loss; however, we will not pay more than this limit. We will not pay a combination of the limits. This exclusion applies to loss that is not covered under the above listed Coverage Extension(s) solely due to exhaustion of limits.

15. For coverage provided under this Employee Dishonesty Coverage Extension, the following definitions are added to the Definitions section:

"Manager" means a person serving in a directorial capacity for a limited liability company.

"Money" means:

- a. Currency, coins and bank notes in current use and having a face value; and
- b. Travelers checks, register checks and money orders held for sale to the public.

"Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:

- (1) Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
- (2) Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include "money."

**FORGERY OR ALTERATION**

You may extend the insurance provided by this Coverage Form to apply to direct monetary loss you sustain resulting from Forgery or Alteration, subject to the following provisions:

1. We will pay for loss resulting directly from forgery or alteration of, any check, draft, promissory note, bill of exchange or similar written promise of payment in "money" that you or your agent has issued, or that was issued by someone who impersonates you or your agent.
2. If you are sued for refusing to pay the check, draft, promissory note, bill of exchange or similar written promise of payment in "money," on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur in that defense.
3. For the purpose of this coverage, **check includes a substitute check** as defined in the Check Clearing for

- the 21st Century Act, and will be treated the same as the original it replaced.
4. The most we will pay for any loss, including legal expenses, under this Coverage Extension is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES. This Annual Aggregate limit applies no matter how many losses occur or how many buildings, locations or premises are covered by this policy.
  5. Only as respects this Forgery and Alteration Coverage Extension, the following replaces **A.2.a.** Property Not Covered of the Building and Personal Property Coverage Form/Condominium Association Coverage Form:

**2. Property Not Covered**

Covered Property does not include:

- a. Accounts, bills, currency, deeds, food stamps or other evidences of debt or notes. Lottery tickets held for sale are not securities. "Money" or securities are also Property Not Covered, except as provided under the following Coverage Extensions of the ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES:
  - (1) "Money" and "Securities";
  - (2) Employee Dishonesty;
  - (3) Forgery and Alteration; and
  - (4) "Computer Fraud".
6. If a loss is covered both under this Forgery and Alteration Coverage Extension and by a Commercial Crime Coverage Part attached this policy, the limits of this Forgery and Alteration Coverage Extension will be excess of that Forgery and Alteration Coverage provided by the Commercial Crime Coverage Part and only the deductible applicable to the Forgery and Alteration Coverage provided by the Commercial Crime Coverage Part will apply. This provision supersedes any conflicting other insurance provisions.
7. We will not pay for loss under this Forgery and Alteration Coverage Extension that is also covered under any of the following added Coverage Extension(s) providing coverage for the same loss:
  - a. Money and Securities;
  - b. Employee Dishonesty; or
  - c. "Computer Fraud";
 of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES. When such loss is payable under more than one coverage, the highest limit provided by any single coverage listed above will apply to the loss; however, we will not pay more than this limit. We will not pay a combination of the limits. This exclusion applies to loss that is not covered under the above listed Coverage Extension(s) solely due to exhaustion of limits.

**"COMPUTER FRAUD" COVERAGE**

You may extend the insurance provided by this Coverage Form to apply to monetary loss you sustain, resulting directly from "Computer Fraud", subject to the following provisions:

Subject to the provisions of your Commercial Property Coverage Part and the following exceptions to those provisions, under this "Computer Fraud" Coverage Extension, we will pay for loss or damage to Covered Property and "Money" and "Securities" resulting directly from "Computer Fraud" that occurs during the policy period.

**1. LIMIT OF INSURANCE**

The most we will pay for the sum of all loss resulting from "Computer Fraud" that occurs during the **12-**month policy period is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES. This is the "Computer Fraud" Annual Aggregate Limit. This limit applies no matter how many:

- a. Insureds are covered,
- b. "Occurrences" happen, or
- c. Locations, premises or buildings are covered by this policy.

**2. ADDITIONAL EXCLUSIONS, CONDITIONS AND DEFINITIONS:** In addition to the exclusions, conditions and definitions of your Commercial Property Coverage Part, this coverage is subject to the following:

a. **Additional Exclusions:** We will not pay for loss as specified below:

- (1) **Inventory Shortages:** Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (a) An inventory computation; or
  - (b) A profit and loss computation.
- (2) **Indirect Loss:** Loss that is an indirect result of any act or "occurrence" covered by this insurance including, but not limited to, loss resulting from:
- (a) Your inability to realize income that you would have realized had there been no loss of, or loss from damage to, Covered Property.
  - (b) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance.
  - (c) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.
- (3) **Legal Expenses:** Expenses related to any legal action.
- (4) **Losses also covered under any of the following added Coverage Extension(s) providing coverage for the same loss:**
- (a) Money and Securities;
  - (b) Employee Dishonesty; or
  - (c) Forgery and Alteration
- of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES. When such loss is payable under more than one coverage, the highest limit provided by any single coverage listed above will apply to the loss; however, we will not pay more than this limit. We will not pay a combination of the limits. This exclusion applies to loss that is not covered under the above listed Coverage Extension(s) solely due to exhaustion of limits.
- b. Additional Conditions**
- (1) **Duties in the Event of Loss:** If you have reason to believe that any loss of, or loss from damage to Covered Property involves a violation of law, you must notify the police.
  - (2) **Special Limit of Insurance for Specified Property:** We will only pay up to **\$5,000** for any one "occurrence" of loss of, and loss from damage to, "money," and/or "securities"; manuscripts, drawings, or records of any kind or the cost of reconstructing them or reproducing any information contained in them.
  - (3) **Other Insurance:** If you have purchased Computer Fraud Coverage under a Commercial Crime Coverage Part that is attached to this policy, the "Computer Fraud" coverage provided under the ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES is specifically excess of that Limit of Insurance provided under the Commercial Crime Coverage Part. In the event of a loss covered by both, only the deductible applicable to the Commercial Crime Coverage Part will apply.
- c. Additional Definitions** The following definitions apply only to this "Computer Fraud" Coverage:
- (1) **"Banking Premises"** means the interior of that portion of any building occupied by a banking institution or similar safe depository.
  - (2) **"Computer Fraud"** means "theft" of property following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the "covered premises" or "banking premises" to a person (other than a "messenger") outside those "covered premises" or to a place outside those "banking premises."
  - (3) **"Messenger"** means you, any of your partners or any employee while having care and custody of the property outside the "covered premises."
  - (4) **"Occurrence"** means an:
    - (a) Act or series of related acts involving one or more persons; or
    - (b) Act or event, or a series of related acts or events not involving any person.
  - (5) **"Covered premises"** means the interior of that portion of any building described in the Declarations and occupied by you in the conduct of your business.
  - (6) **"Theft"** means any act of stealing.
  - (7) As used in this "Computer Fraud" Coverage Extension, **"Money"** means
    - (a) In current use and having a face value: Currency, coins, and bank notes.
    - (b) Held for sale to the public: Travelers checks, register checks, and money orders.

- (8) As used in this "Computer Fraud" Coverage Extension, "**Securities**" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:
- (1) Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
  - (2) Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include "money."
- d. **LIMITATION AND EXCLUSION NOT APPLICABLE**
- (1) **Exclusions**, Paragraph **B.2.i.** of the Causes of Loss – Special Form, does not apply to "Computer Fraud" Coverage; and
  - (2) **Limitations** Paragraph **C.1.f.** of the Causes of Loss – Special Form does not apply to "Computer Fraud" Coverage.
- e. **CHANGES TO PROPERTY NOT COVERED**
- Only as respects this "Computer Fraud" Coverage Extension, the following replaces **A.2.a.** Property Not Covered of the Building and Personal Property Coverage Form/Condominium Association Coverage Form:
2. **Property Not Covered**
- Covered Property does not include:
- a. Accounts, bills, currency, deeds, food stamps or other evidences of debt or notes. Lottery tickets held for sale are not securities. "Money" or "securities" are also Property Not Covered, except as provided under the following Coverage Extensions of the ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES:
    - (1) "Money" and "Securities";
    - (2) Employee Dishonesty;
    - (3) Forgery and Alteration; and
    - (4) "Computer Fraud".
- f. **DISTANCE LIMITATION**
- For "Computer Fraud" coverage, the **1,000** feet distance limitation does not apply to covered property transferred from inside a "covered premises" or a "banking premises."

#### ACCOUNTS RECEIVABLE

1. You may extend the insurance that applies to Your Business Personal Property to apply to accounts receivable as described in the provisions which directly follow. We will pay:
  - (a) All amounts due from your customers that you are unable to collect;
  - (b) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
  - (c) Collection expenses in excess of your normal collection expenses that are made necessary by loss or damage; and
  - (d) Other reasonable expenses that you incur to reestablish your records of accounts receivable; that result from direct physical loss or damage to your records of accounts receivable at a designated premises caused by or resulting from any Covered Cause of Loss.
2. The most we will pay under this Coverage Extension for the sum of all loss occurring during one twelve month policy period is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES. This is an annual aggregate limit and applies no matter how many losses occur or how many buildings, premises or locations are insured. However, the Annual Aggregate Limit is subject to the Limit of Insurance shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES. Therefore, in no event will we ever pay more in any single loss than the Limit of Insurance shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES.
3. **B.** Exclusions of the Causes of Loss – Special Form do not apply to this Accounts Receivable Coverage Extension except for the following:
  - B.1.c.** Governmental Action
  - B.1.d.** Nuclear Hazard

**B.1.f.** War and Military Action

**B.2.h.** Dishonesty

**B.2.i.** False Pretense

All Paragraph **B.3.** exclusions.

4. In addition, the following the exclusions apply:

(a) We will not pay for loss or damage caused by or resulting from electrical or magnetic injury, disturbance or erasure of electronic recordings that is caused by or results from:

- (i) Programming errors or faulty machine instructions;
- (ii) Faulty installation or maintenance of data processing equipment or component parts;

But we will pay for direct loss or damage caused by lightning.

(b) We will not pay for:

- (i) Loss or damage caused by or resulting from alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of "money", "securities" or other property.  
This exclusion applies only to the extent of the wrongful giving, taking or withholding.
- (ii) Loss or damage caused by or resulting from bookkeeping, accounting or billing errors or omissions.
- (iii) Any loss or damage that requires any audit of records or any inventory computation to prove its factual existence.

5. Only as respects this Accounts Receivable Coverage Extension, paragraph **A.2.a.** Property Not Covered of the Building and Personal Property Coverage Form/Condominium Association Coverage Form is replaced with the following:

## 2. Property Not Covered

Covered Property does not include:

a. Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities. Accounts Receivable (as defined in this Coverage Extension) is also Property Not Covered, except as provided under the Accounts Receivable Coverage Extension contained in the ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES;

6. If a loss is covered both under this Accounts Receivable Coverage Extension and by an Accounts Receivable Coverage Form attached this policy, the limits of this Accounts Receivable Coverage Extension will be excess of that Accounts Receivable Coverage Form, and only the deductible applicable to that Accounts Receivable Coverage Form will apply. This provision supersedes any conflicting other insurance provisions.

## FINE ARTS

1. You may extend the insurance that applies to Your Business Personal Property to apply to "Fine Arts" as described in the provisions which directly follow. We will pay for direct physical loss or damage to your "Fine Arts" arising from a Covered Cause of Loss. This "Fine Arts" Coverage is subject to all the terms, Limitations, Exclusions and Conditions of the Building and Personal Property Form, the Condominium Association Coverage Form and the Causes of Loss – Special Form except as follows:

(a) **B. Exclusions** of the Causes of Loss – Special Form do not apply to this coverage, except:

- o **B.1.b., B.1.c., B.1.d., B.1.f. and B.1.g.;**
- o **B.2.b.; B.2.d.; B.2.h.; B.2.i.; B.2.j.; B.2.l.; and B.2.m.**

(b) Only as respects the coverage provided under this "Fine Arts" Coverage Extension, **C. Limitations**, Paragraph **3.b.** of the Causes of Loss – Special Form does not apply to "antique" jewelry.

(c) Only as respects the coverage provided under this "Fine Arts" Coverage Extension, **F.1.b.**, paragraph **(3)** of the Causes of Loss – Special Form is replaced with the following:

**(3)** Theft by forced entry into a securely locked body or compartment of a vehicle. There must be visible marks of the forced entry.

2. We will not pay for loss or damage under this "Fine Arts" Coverage Extension resulting from any of the following:

(a) We do not pay for loss or damage caused by breakage, marring, or scratching of art glass windows, glassware, statuary, marble objects, bric-a-brac, porcelains, or similar fragile articles unless loss is a result of a "specified peril."

- (b) We do not pay for loss or damage caused by processing of or work upon the covered property including repairs or restoration.
  - (c) We do not pay for any loss or damage caused by diminution of value due to gradual deterioration, fading or other loss caused by exposure to light, heat or other atmospheric or environmental conditions.
3. Only as respects the coverage provided under this "Fine Arts" Coverage Extension, the following definitions are added:
- (a) "Antique," means an object having value because its:
    - (i) Craftsmanship is in the style or fashion of former times; and
    - (ii) Age is 100 years old or older.
  - (b) "Fine Arts" means paintings; etchings; pictures, tapestries; rare or art glass; art glass windows; valuable rugs; statuary; sculptures; "antique" furniture; "antique" jewelry; bric-a-brac; porcelains; and similar property of rarity, historical value, or artistic merit. The following are not "Fine Arts:" coins and stamps; jewelry (except "antique" jewelry); precious or semi-precious stones; gold, silver, platinum or other precious metals or alloys; automobiles, or any other self-propelled vehicles designed for highway use; furs; or money.
4. The most we will pay for all direct physical loss of or damage to "Fine Arts" under this "Fine Arts" Coverage Extension in one twelve month policy period is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES. This Annual Aggregate limit applies no matter how many losses occur or how many building, premises or locations we insure. However, the Annual Aggregate Limit is subject to the Limit of Insurance shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES. Therefore, in no event will we ever pay more in any single loss than the Limit of Insurance shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES.
5. If a loss is covered both under this "Fine Arts" Coverage Extension and by a Fine Arts Coverage Form attached to this policy, this "Fine Arts" Coverage Extension will be excess of the Limits of Insurance provided by the Fine Arts Coverage Form, and the deductible applicable to that Fine Arts Coverage Form will apply. This provision supersedes any conflicting other insurance provisions.

**ELEVATOR COLLISION FOR PERSONAL PROPERTY OF OTHERS**

You may extend the insurance that applies to the Personal Property of Others to apply direct physical loss of or damage to the Personal Property of Others caused by elevator collision, subject to the following provisions:

We will pay for direct physical loss of or damage to the Personal Property of Others in your care custody or control if:

- 1. The loss or damage is caused by collision of your elevator, or any property inside the elevator, with the elevator or any other objects; and
- 2. You are legally liable for that loss or damage.

Under this coverage, the most we will pay for any one occurrence is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES.

**AMENDMENTS TO C. LIMITS OF INSURANCE**

**SIGNS ATTACHED TO BUILDINGS**

The following paragraph is deleted from section **C. Limits of Insurance**:

"The most we will pay for loss or damage to outdoor signs, whether or not the sign is attached to a building, is the amount shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES per sign in any one occurrence."

**AMENDMENTS TO D. DEDUCTIBLE**

The following is added as the last paragraph of **D. Deductible**:

Coverages provided under the ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES are subject to the deductibles shown in the Commercial Property Declarations, unless a different deductible is specified as applicable to a particular coverage within the ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES or



a AMENDMENT TO LIMITS AND DEDUCTIBLES ENDORSEMENT attached to your policy.

## **AMENDMENTS TO CAUSES OF LOSS - SPECIAL FORM**

The following modifies insurance provided under the Causes of Loss – Special Form:

### **AMENDMENTS TO THE PROPERTY DISTANCE EXTENSION**

The following amends the coverage provided under the Causes of Loss – Special Form:

#### **PROPERTY DISTANCE EXTENSION**

In each instance where it appears in the form, the property distance limitation of 100 feet is changed to **1,000** feet. Loss payment under this Additional Coverage will not increase the applicable Limit of Insurance.

### **ADDITIONS TO ADDITIONAL COVERAGES – CAUSES OF LOSS – SPECIAL FORM**

The following amendments apply to **ADDITIONAL COVERAGES** of the **CAUSES OF LOSS – SPECIAL FORM**. As used in this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES, Limited Additional Coverages means:

1. The Limits of Insurance provided by the coverages in the following section are limited to the amount shown in the Table of Coverages and only to the extent as specified in each Limited Additional Coverage provision; and
2. No other coverage provided in this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES contributes Limits in addition to the Limited Additional Coverages described in this section.

### **ADDITIONS TO F. ADDITIONAL COVERAGE EXTENSIONS**

The following are added as ADDITIONAL COVERAGES:

#### **SEWER AND DRAIN BACK-UP AND OVERFLOW AND SUMP OVERFLOW - LIMITED ADDITIONAL COVERAGE**

#### **THIS SEWER AND DRAIN BACK-UP AND OVERFLOW AND SUMP OVERFLOW - LIMITED ADDITIONAL COVERAGE IS NOT FLOOD INSURANCE**

The term Sewer and Drain Back-Up and Sump Overflow - Limited Additional Coverage means coverage afforded by this section of the ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES solely for loss or damage to covered Buildings and to covered Business Personal Property caused by a covered back up of sewers or drains or by the overflow of sumps at your premises described in the Schedule of Designated Premises.

Subject to the following provisions, Sewer and Drain Back-Up and Overflow and Sump Overflow is added as a Limited Additional Coverage.

1. This additional coverage applies to direct physical loss or damage to covered property caused by:
  - (a) Sewer or Drain Back-Up or Overflow; or
  - (b) Sump Overflow,at your premises described in the Schedule of Designated Premises.

We will pay for loss or damage to covered Buildings and Business Personal Property caused by or resulting from Sewer or Drain Back-Up or Overflow and by Sump Overflow as defined in Paragraph 8 below. This Sewer and Drain Back-Up and Overflow and Sump Overflow - Limited Additional Coverage is within, not in addition to, the limits of insurance provided by this policy. Under this Sewer and Drain Back-Up and Overflow and Sump Overflow - Limited Additional Coverage, except as provided elsewhere in this Sewer and Drain Back-Up and Overflow and Sump Overflow - Limited Additional Coverage, the most we will pay for all loss or damage arising from one occurrence or event is set forth in the Table of Coverages.

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2. The Sewer and Drain Back-Up and Overflow and Sump Overflow - Limited Additional Coverage will also apply to the cost to tear out and replace any part of, and remove debris from, the Building as needed to repair the Building.
3. The Sewer and Drain Back-Up and Overflow and Sump Overflow - Limited Additional Coverage extends to the following coverages, provided that you purchased the coverage from us:
  - a. Ordinance or Law;
  - b. Business Income (and Extra Expense) Coverage Form; or
  - c. Business Income (Without Extra Expense) Coverage Form.
4. The Sewer and Drain Back-Up and Overflow and Sump Overflow - Limited Additional Coverage does not extend to loss or damage under the following coverages, even if you purchased these coverages from us, regardless of any other cause or event that contributes concurrently or in any sequence to the loss:
  - a. Pollutant Clean Up and Removal Coverage;
  - b. Newly Acquired or Constructed Property Coverage;
  - c. Business Income From Dependent Properties;
  - d. Additional Coverage – Collapse;
  - e. Public Water Supply Systems – Limited Additional Coverage;
  - f. The Business Personal Property at Unspecified Locations Coverage;
  - g. Flood Coverage Endorsement; Flood Coverage Schedule and Changes; the Flood and/or Mudslide Coverage;
  - h. Additional Coverage – Limited Additional Coverage for “Fungus,” Wet Rot, or Dry Rot and Bacteria.
5. Exclusions and Limitations

All Exclusions, Limitations, Terms, and Conditions of the Causes of Loss – Special Form, the Building and Personal Property Coverage Form, and the Condominium Association Coverage Form, whichever you have purchased, apply to this Sewer and Drain Back-Up and Overflow and Sump Overflow - Limited Additional Coverage, except that “**B. Exclusions**” “**1.g.**,” “Water,” in the Cause of Loss - Special Form, does not apply to this Sewer and Drain Back-Up and Overflow and Sump Overflow - Limited Additional Coverage.

However, except as specifically provided in this Sewer and Drain Back-Up and Overflow and Sump Overflow - Limited Additional Coverage, we will not pay under this Sewer and Drain Back-Up and Overflow and Sump Overflow - Limited Additional Coverage for loss or damage caused by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss:

1. Water.

- (a) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
- (b) Mudslide or mudflow;
- (c) Water damage occurring within a building that originates from a backup or overflow of water from that part of a sewer line or sump line outside the building;
- (d) Underground water;
- (e) Waterborne material carried or otherwise moved by any of the water referred to in Exclusion 1. (a), (b), (c), or (d), or material carried or otherwise moved by mudslide or mudflow, except to the extent:
  - (1) that waterborne material is carried or otherwise moved by water discharge from Sewer or Drain Back-Up or Overflow or from the Overflow of a Sump; or
  - (2) that a water discharge from Sewer or Drain Back-Up or Overflow or from the Overflow of a Sump causes or contributes to causing the carriage or other movement of waterborne material.

Exclusion 1 (a) through (e) applies regardless of the proximity of the water (including flood) to covered property, and regardless of whether any of the excluded occurrences or events is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall, or other boundary or containment system fails, in whole or in part for any reason, to contain the water.

But if any of the above, in Exclusion 1 (a) through (e), results in fire, explosion, or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion, or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).

## 2. "Fungus," Wet Rot, Dry Rot and Bacteria

"Fungus," Wet Rot, Dry Rot, and Bacteria as such terms are defined in the Causes of Loss – Special Form. However, this exclusion does not apply when "fungus," wet rot, dry rot, or bacteria results from a Sewer Back-Up, from the Overflow of a Sump, or from both.

6. Sewer and Drain Back-Up and Overflow and Sump Overflow is not a "specified cause of loss" as the term "specified cause of loss" is defined in the Causes of Loss – Special Form. The full extent of the coverage that you have purchased from us for loss or damage under this Sewer and Drain Back-Up and Overflow and Sump Overflow - Limited Additional Coverage for direct loss or damage caused by Sewer and Drain Back-Up and Overflow and Sump Overflow, or both, as expressed in this Endorsement.
7. a. If an occurrence or event within the Sewer and Drain Back-Up and Overflow and Sump Overflow - Limited Additional Coverage results in a specified cause of loss as defined in the Causes of Loss – Special Form, then the applicable limit is increased to the limit specified in the Property Declarations for the loss or damage. Otherwise, the applicable limit of coverage is the amount set out in the Table of Coverages. However, the co-insurance condition will not apply to the loss or damage.
- b. The Deductible amount for this Sewer and Drain Back-Up and Overflow and Sump Overflow - Limited Additional Coverage is **\$5,000**. The deductible amount applies separately to each occurrence or event. However, if, under subparagraph a., the limit of coverage available for the loss or damage is stated in the Property Declarations, then only the Deductible amount applicable to that limit will apply.

## 8. Definitions:

As used in this Sewer and Drain Back-Up and Overflow and Sump Overflow - Limited Additional Coverage, the following terms have the following meanings:

- (a) "Sewer and Drain Back-Up or Overflow" means water that backs up or overflows from a sewer or drain at your premises described in the Schedule of Designated Premises.
- (b) "Sump Overflow" means water that overflows from a sump at your premises described in the Schedule of Designated Premises.
- (c) "Underground Water" means water that is under the ground surface pressing on, or flowing or seeping through:
  - (i) Foundations, walls, floors, or paved surfaces;
  - (ii) Basements, whether paved or not; or
  - (iii) Doors, windows, or other openings.

## **ADDITIONAL COVERAGE - ORDINANCE OR LAW LIMITED ADDITIONAL COVERAGE**

### **I. APPLICATION OF COVERAGE(S)**

This Ordinance or Law Limited Additional Coverage applies only if both **I.(1)** and **I.(2)** are satisfied, and is then subject to the qualifications set forth in **I.(3)**.

(1) The ordinance or law;

- (a) Regulates the demolition, construction or repair of buildings, or establishes zoning or land use

- requirements at the described premises; and
- (b) Is in force at the described premises at the time of loss.  
But this Ordinance or Law Limited Additional Coverage applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this Ordinance or Law Limited Additional Coverage.
- (2) (a) A building that is described in the Declarations sustains direct physical damage that is covered under this policy and such damage results in the enforcement of the ordinance or law; or  
(b) A building that is described in the Declarations sustains both direct physical damage that is covered under this policy and direct physical damage that is not covered under this policy, and the building damage in its entirety results in enforcement of the ordinance or law.  
(c) But if a building that is described in the Declarations sustains direct physical damage that is not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this Ordinance or Law Limited Additional Coverage even if the building has also sustained covered direct physical damage.
- (3) In the situation described in **(2)(b)** above, we will not pay the full amount of loss otherwise payable under the terms of Coverages **A**, **B**, and/or **C** of this Ordinance or Law Limited Additional Coverage. Instead, we will pay a proportion of such loss; meaning the proportion that the covered direct physical damage bears to the total direct physical damage. (See **Example of Proportionate Loss Payment for Ordinance Or Law Coverage Losses** below.)  
However, if the covered direct physical damage, alone, would have resulted in enforcement of the ordinance or law, then we will pay the full amount of loss otherwise payable under the terms of Coverages **A**, **B** and/or **C** of this Ordinance or Law Limited Additional Coverage.

**Example of Proportionate Loss Payment for Ordinance Or Law Limited Additional Coverage Losses** (procedure as set forth in Section **I.(3)** of this endorsement.)

**Assume:**

- Wind is a Covered Cause of Loss; Flood is an excluded Cause of Loss
- The building has a value of \$200,000
- Total direct physical damage to building: \$100,000
- The ordinance or law in this jurisdiction is enforced when building damage equals or exceeds 50% of the building's value
- Portion of direct physical damage that is covered (caused by wind): \$30,000
- Portion of direct physical damage that is not covered (caused by flood): \$70,000
- Loss under Ordinance Or Law Limited Additional Coverage, Coverage **C** of this endorsement: \$60,000

**Step 1:**  
Determine the proportion that the covered direct physical damage bears to the total direct physical damage.

$$\frac{\$30,000}{\$100,000} = .30$$

**Step 2:**

Apply that proportion to the Ordinance or Law loss.

$$\$60,000 \times .30 = \$18,000$$

In this example, the most we will pay under this endorsement for the Coverage **C** loss is \$18,000, subject to the applicable Limit of Insurance and any other applicable provisions.

**Note:** The same procedure applies to losses under Coverages **A** and **B** of this endorsement.

**II. COVERAGE**

**Coverage A – Coverage for Loss to the Undamaged Portion of the Building**

With respect to the building that has sustained covered direct physical damage, we will pay under **Coverage A** for the loss in value of the undamaged portion of the building as a consequence of enforcement of an ordinance or law that requires demolition of undamaged parts of the same building. **Coverage A** is included within the Limit of Insurance shown in the Declarations as applicable to the Covered Building. **Coverage A** does not increase the Limit of Insurance.

**Coverage B – Demolition Cost Coverage**

With respect to the building described in the Declarations that has sustained covered direct physical

damage, we will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of enforcement of an ordinance or law that requires demolition of such undamaged property. The amount payable under this Additional Coverage is additional insurance. The Coinsurance Additional Condition does not apply to Demolition Cost Coverage.

### **Coverage C – Increased Cost Of Construction Coverage**

(1) With respect to the building described in the Declarations that has sustained covered direct physical damage, we will pay the increased cost to:

- (a) Repair or reconstruct damaged portions of that building; and/or;
- (b) Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

when the increased cost is a consequence of enforcement of the minimum requirements of the ordinance or law.

However:

- (i) This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
- (ii) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

The amount payable under this Additional Coverage is additional insurance.

The Coinsurance Additional Condition does not apply to Increased Cost Of Construction Coverage.

(2) When a building is damaged or destroyed and **Coverage C** applies to that building in accordance with paragraph (1) of **Coverage C** – Increased Cost of Construction, coverage for the increased cost of construction also applies to repair or reconstruction of the following, subject to the same conditions stated in (1):

- (a) The cost of excavations, grading, backfilling and filling;
- (b) Foundation of the building;
- (c) Pilings; and
- (d) Underground pipes, flues and drains.

The items listed in (2)(a) through (2)(d) above are deleted from Property Not Covered, but only with respect to the coverage described in **Coverage C** – Increased Cost Of Construction, paragraph (2).

### **III. LOSS PAYMENT**

(1) The following **Loss Payment** provisions **III.(2)** and **III.(3)** are subject to the apportionment procedures set forth in section **I.(3)** of **Application of Coverage(s)**.

(2) **Coverage A.**

When there is a loss in value of an undamaged portion of a building to which **Coverage A** applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:

- (a) If the Replacement Cost Coverage Option applies and the property is being repaired or replaced, on the same or another premises, we will not pay more than the lesser of:
  - (i) The amount you would actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or
  - (ii) The Limit of Insurance shown in the Declarations as applicable to the covered building.
- (b) If the Replacement Cost Coverage Option applies and the property is not repaired or replaced, or if the Replacement Cost Coverage Option does not apply, we will not pay more than the lesser of:
  - (i) The actual cash value of the building at the time of loss; or
  - (ii) The Limit of Insurance shown in the Declarations as applicable to the covered building.

(3) **Coverages B and C**

(a) Loss payment under **Coverage B** – Demolition Cost Coverage will be determined as follows:

We will not pay more than the lesser of the following:

- (i) The amount you actually spend to demolish and clear the site of the described premises; or
- (ii) The Limit of Insurance shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES.

- (b) Loss payment under **Coverage C** – Increased Cost of Construction Coverage will be determined as follows:
- (i) We will not pay under **Coverage C**:
    - (A) Until the property is actually repaired or replaced, at the same or another premises; and
    - (B) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
  - (ii) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay under **Coverage C** is the lesser of:
    - (A) The increased cost of construction at the same premises; or
    - (B) The limit stated in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES.
  - (iii) If the ordinance or law requires relocation to another premises, the most we will pay under **Coverage C** is the lesser of:
    - (A) The increased cost of construction at the new premises; or
    - (B) The limit stated in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES
- (c) Blanket limits: **Coverages B and C**  
 The limits provided under this Additional Coverage for **Coverage B** and **Coverage C** apply on a blanket basis. Regardless of the number of buildings or locations involved in an occurrence, the most we will pay for all damages arising from one occurrence is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES for each of these coverages.

#### IV. ADDITIONAL COVERAGES AND COVERAGE EXTENSIONS

The following applies to all Additional Coverages and Coverage Extensions provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES or by the Causes of Loss – Special Form or by the Building and Personal Property Coverage Form or the Condominium Association Coverage Form:

Amounts payable under Additional Coverages, Coverage Extensions (except provided by separate endorsements specifically providing additional Ordinance or Law Coverage limits) do not increase the Limit of Insurance shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES for Ordinance or Law Limited Additional Coverage. However:

1. If the loss or damage to Covered Buildings is covered under this Ordinance or Law Limited Additional Coverage and also covered under the Ordinance or Law Coverage Endorsement Form CP 04 05, the latter coverage is excess over the applicable Limit of Insurance provided by the Ordinance or Law Limited Additional Coverage.
2. If the loss or damage to Covered Buildings is covered under this Ordinance or Law Limited Additional Coverage and is also covered under the Blanket Ordinance Or Law Coverage Endorsement Form ORD01, the most we will pay for the total of all loss or damage is the combined Limits of Insurance shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES and the Limit of Insurance shown in the Schedule of the Blanket Ordinance Or Law Coverage Endorsement Form ORD01.
3. **Business Income, Extra Expense and Actual Loss Sustained**  
 The Actual Loss Sustained Coverage provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES does not apply to the Ordinance or Law Limited Additional Coverage provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES.  
 With respect to Business Income and Extra Expense Coverage:

- (a) If your policy includes either the Business Income (and Extra Expense) Coverage Form or the Business Income (Without Extra Expense) Coverage Form, your coverage is extended to include business income loss resulting from loss or damage otherwise payable under this Ordinance or Law Limited Additional Coverage provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES (except as regards Actual Loss Sustained coverage); and
- (b) Any amount payable for business income (including any amounts payable for Extra Expense) is included in and is not in addition to the Limit of Insurance described in paragraph (3) of III. Loss Payment of this Ordinance or Law Limited Additional Coverage provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES.

**V. EXCLUSIONS**

In addition to the exclusions in your Commercial Property Coverage Part, the following exclusions apply to this Ordinance or Law Limited Additional Coverage:

**1. Failure to Comply Prior to Loss**

Under this Ordinance or Law Limited Additional Coverage, we will not pay for loss due to any ordinance or law that:

- (a) You were required to comply with before the loss, even if the building was undamaged; and
- (b) You failed to comply with.

**2. Pollution**

We will not pay under Coverage **A, B** and/or **C** of this Additional Coverage for:

- (a) The enforcement of any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants;" or
- (b) Any costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants."

**3. "Fungus," Wet or Dry Rot, or Bacteria**

As respects this Ordinance or Law Additional Coverage, the exclusion titled "Fungus", Wet Rot, Dry Rot and Bacteria and the Additional Coverage – Limited Coverage for "Fungus", Wet Rot, Dry Rot and Bacteria in the Causes of Loss – Special Form are deleted. The following exclusion is added:

We will not pay under Coverage **A, B** or **C** for:

- (a) Enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to the presence, growth, proliferation, spread or any activity of "fungus", wet rot or dry rot or bacteria; or
- (b) The costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "fungus", wet rot or dry rot or bacteria.

**4.B. Exclusions, 1.a.** Ordinance or Law of the Causes of Loss – Special Form does not apply to this Additional Coverage.

**ADDITIONAL COVERAGE – OFF-PREMISES SERVICES INTERRUPTION LIMITED ADDITIONAL COVERAGE**

(1) For the premises described in the Declarations, we will pay for direct physical loss or damage to Covered Property described in the Declarations and for loss of Business Income or Extra Expense, caused by an Off-Premises Services Interruption to those premises. The coverage for Off-Premises Services Interruption applies only when an Off-Premises Services Interruption occurs during the policy period and only if all reasonable means were used to save and preserve the Covered Property from further damage at the time of and after the occurrence. The Limit of Coverage for the Additional Coverage – Off-Premises Services Interruption Limited Additional Coverage is shown in the Table of Coverages. The Off-Premises Service Interruption must result from direct physical loss or damage by a Covered Cause of Loss to property not on the described premises that provided the following services:

- (a) **Water Supply Services**, meaning the following types of property supplying water to the premises described in the Declarations:

Order: 01419147K  
 Address: 270 Glendon Ct  
 Order Date: 03-12-2012  
 Document: 1001001001001001  
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- i. Pumping stations;
  - ii. Water mains.
- (b) **Communications Supply Service** means property supplying communication services including telephone, radio, microwave or television services to the premises described in the Declarations such as:
- i. Communication transmission lines;
  - ii. Coaxial cables;
  - iii. Microwave radio relays except satellites.
- Communications Supply Service** does not include overhead transmission lines or overhead distribution lines.
- (c) **Power Supply Service** means the following types of property supplying electricity, steam or gas to the premises described in the Declarations:
- i. Utility generating plants;
  - ii. Switching stations;
  - iii. Substations;
  - iv. Transformers; and
  - v. Transmission lines or distribution lines;
- Power Supply Service** does not include overhead transmission lines or overhead distribution lines.

(2) **Deductibles:**

For Business Income and Extra Expense, we will only pay for the loss you sustain after the first **12** hours following the direct physical loss or damage to the off premises property to which this Additional Coverage applies. For Direct Damage losses, a **\$1,000** per occurrence deductible applies.

(3) **Annual Aggregate Limit of Insurance**

Subject to the Limit of Insurance shown in the Declarations for any single Building or Business Personal Property insured under this policy and paragraph (4) immediately below, the most we will pay for the sum of **all** direct and indirect loss or damage (i.e., the total of all direct physical loss of or damage to Covered Property, plus all loss payable under Business Income and Extra Expense) under this Off Premises Services Interruption Limited Additional Coverage is the **Limit of Insurance** shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES. This is an Annual Aggregate Limit of Insurance and applies no matter how many losses occur or claims are made or how many buildings, premises or locations are covered by this policy.

**Definition:** The term Annual Aggregate Limit of Insurance means this amount is the **most** we will pay for the total of **all** loss or damage to covered Building and Business Personal Property, including loss of income payable under the Business Income with or without Extra Expense Coverage Form(s), from **all** Off Premises Services Interruption(s) (as described in Paragraph (1) above), occurring during a **12**-month policy period (starting with the beginning of the present annual policy period), even if there is more than one occurrence of Off Premises Services Interruption during that period of time.

**How the Annual Aggregate Applies:** If there is more than one Off Premises Services Interruption occurrence in a **12**-month policy period, the most we will pay for the total of all loss or damage sustained during that period of time is the amount shown as the Annual Aggregate Limit of Insurance for Off Premises Services Interruption Limited Additional Coverage in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES. Should the first Off Premises Services Interruption not exhaust the Annual Aggregate Limit of Insurance, then the balance of that Limit is available for any subsequent Off Premises Services Interruptions that occur during the **12** month policy period.

With respect to the Annual Aggregate Limit, we will not pay more than the Limit of Insurance shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES, even if the Off Premises Services Interruption continues to be present or active, or recurs, in a later policy period.

(4) **Loss Payment for Buildings and Personal Property Will Not Exceed Insured Limit**

The coverage provided under this Off Premises Services Interruption Limited Additional Coverage does not increase the applicable Limit of Insurance shown in the Declarations on any Covered Property. Under this Off Premises Services Interruption Limited Additional Coverage, we will never pay more for



- any direct damage loss in any single occurrence than the Limit of Insurance shown in the Declarations for Covered Property.
- (5) To the extent that a part of the Utility Services Exclusion(s) might conflict with coverage provided under this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES, part **B.1.e.** of the Causes of Loss-Special Form Utility Exclusion does not apply.
  - (6) If a loss is covered both under this Off Premises Services Interruption Limited Additional Coverage and by a separate endorsement providing Off Premises or Utility Services coverage (specific insurance) attached to this policy, the limits of this Off Premises Services Interruption Limited Additional Coverage Extension will be excess of that separate Utility Services or Off Premises Services Endorsement, and only the deductible applicable to that separate Utility Services or Off Premises Endorsement will apply to the loss.
  - (7) Exclusions **B.1.e.** and **B.4.a. (1)** of the Cause of Loss – Special Form do not apply to this Limited Additional Coverage.
  - (8) This Limited Additional Coverage is additional insurance. The Additional Condition, Coinsurance, does not apply to this extension.
  - (9) If:
    - (a) The Equipment Breakdown Enhancement Endorsement, **GNYCP 03**, is attached to your policy, this Limited Additional Coverage – Off-Premises Services Interruption is superseded by, and is not in addition to, the coverage provided by the Equipment Breakdown Enhancement Endorsement, but only if a covered "Equipment Breakdown," as defined in the Equipment Breakdown Enhancement Endorsement, **GNYCP 03**, occurs;
    - (b) the Additional Coverage - Spoilage Limited Additional Coverage is provided elsewhere in the policy, the Limit of Coverage for Business Income or Extra Expense under this Additional Coverage – Off-Premises Services Interruption Limited Additional Coverage, is superseded by, and is not in addition to, that coverage.

## AMENDMENTS TO THE BUSINESS INCOME COVERAGE FORMS

The following changes are made to the Business Income (Without Extra Expense) Coverage Form and the Business Income (And Extra Expense) Coverage Form if one of these coverage forms is included in your policy:

### AMENDMENTS TO A. COVERAGE

#### PROPERTY DISTANCE EXTENSION

The property distance limitations in **A.** Coverage are increased from 100 feet to **1,000** feet. Payments under this Additional Coverage will not increase the applicable limit of insurance.

### AMENDMENTS TO ADDITIONAL COVERAGES

1. The following is added as the final paragraph of:
  - A.4.d.** of the Business Income (Without Extra Expense) Coverage Form; and
  - A.5.c.:** of the Business Income (And Extra Expense) Coverage Form.

#### EXTENDED BUSINESS INCOME TIME PERIOD

- (3) Additional days for "Business Income" and "Rental Value"  
Under the ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES, we will add **150** days to the number of days otherwise provided by this policy for Extended Business Income under **(1)(b)(ii)** and/or **(2)(b)(ii)**.
2. The following Additional Coverage is added to forms Business Income (And Extra Expense) **A.5.** and Business Income (Without Extra Expense) **A.4.:**

#### ORDINANCE OR LAW - INCREASED PERIOD OF RESTORATION ADDITIONAL COVERAGE

- A.** If a Covered Cause of Loss occurs to property at the premises described in the Declarations, coverage is extended to include the amount of actual and necessary loss you sustain during the "period of restoration" resulting from a "suspension" of your "operations" caused by or resulting from the enforcement of any ordinance or law that:

1. Regulates the construction or repair of any property;
  2. Requires the tearing down of parts of any property not damaged by a Covered Cause of Loss; and
  3. Is in force at the time of loss.
- However, coverage is not extended to include loss caused by or resulting from the enforcement of any ordinance or law which requires:

- a. The demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
- b. Any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria. This exclusion of "fungus," wet or dry rot, or bacteria does not apply when "fungus", wet rot or dry rot results from a Covered Cause of Loss. Exclusion **B.2.d.(2)** of the Causes of Loss Special Form continues to apply.

B. For this Increased Period of Restoration Additional Coverage, the Period of Restoration definition is replaced by the following:

"Period of Restoration" means the period of time that:

- a. Begins:
    - (1) 72 hours after the time of direct physical loss or damage for Business Income coverage; or
    - (2) Immediately after the time of direct physical loss or damage for Extra Expense coverage; caused by or resulting from any Covered Cause of Loss at the described premises; and
  - b. Ends on the earlier of:
    - (1) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
    - (2) The date when business is resumed at a new permanent location, or
    - (3) One year after the date of direct physical loss or damage, unless this time period is modified by a AMENDMENT OF LIMITS AND DEDUCTIBLES attached to your policy.

The expiration date of this policy will not cut short the "period of restoration".
- C. The Ordinance or Law Exclusion does not apply to losses otherwise covered by this Increased Period of Restoration Coverage.

### ADDITIONS TO COVERAGE EXTENSION

The following Coverage Extensions are added to forms Business Income (And Extra Expense) **A.6.** and Business Income (Without Extra Expense) **A.5.:**

#### 1. BUSINESS INCOME - DEPENDENT PROPERTIES

- (1) We will pay up the Limit of Insurance shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES for the actual loss of business income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration." The "suspension" must be caused by direct physical loss or damage to "dependent property" caused by or resulting from a Covered Cause of Loss. We will not pay more than **3%** of this limit for each day's "suspension" of "operations" due to loss arising from any one location.
- (2) For Coverage provided under this Business Income - Dependent Properties Coverage Extension, the following replaces the Resumption of Operations provision in the Loss Determination Loss Condition:
 

We will reduce the amount of your Business Income Loss, other than Extra Expense, to the extent you resume operations, in whole or in part, by using any other available:

  - (a) Source of materials; or
  - (b) Outlet of your products.

We will reduce your Extra Expense loss to the extent that you can return "operations" to normal and discontinue such Extra Expense.
- (3) Definitions:
  1. The following definition is added:
 

"Dependent Property" means property operated by others whom you depend on to:

    - a. Deliver materials or services to you or to others for your account (Contributing Locations.) With respect to Contributing Locations, Services does not mean water, communication or power

- supply services;
  - b. Accept your products or services (Recipient Locations);
  - c. Manufacture products for delivery to your customers under contract of sale (Manufacturing Locations); or
  - d. Attract customers to your business (Leader Locations).
2. The "Period of Restoration" Definition, only with respect to "dependent property," is replaced by the following:
- "Period of restoration" means the period of time that:
- a. Begins **72** hours after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the premises of the "dependent property"; and
  - b. Ends on the earlier of the following:
    - (i) The date when the property at the premises of the "dependent property" should be repaired, rebuilt or replaced with reasonable speed and similar quality, or
    - (ii) One year after the date of the direct physical loss or damage.
- "Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:
- (a) Regulates the construction, use or repair, or requires the tearing down of any property; or
  - (b) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants," or
  - (c) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "fungus," wet or dry rot, or bacteria. This exclusion of "fungus," wet or dry rot, or bacteria does not apply when "fungus", wet rot or dry rot results from a Covered Cause of Loss. Exclusion **B.2.d.(2)** of the Causes of Loss Special Form continues to apply.
- The expiration date of the policy will not cut short the "period of restoration."

## 2. ACTUAL LOSS SUSTAINED COVERAGE EXTENSION:

### LIMITS OF INSURANCE - ACTUAL LOSS SUSTAINED

Only as respects the coverage provided by this Actual Loss Sustained Coverage Extension, the following replaces Section **B. Limits of Insurance**:

#### ACTUAL LOSS SUSTAINED BASIS OF COVERAGE

Under this Actual Loss Sustained Coverage Extension, we will pay for loss of **Business Income** and/or **Extra Expense** on an Actual Loss Sustained basis. This means that the most we will pay for any one occurrence is the actual loss of Business Income and/or the actual Extra Expense that you sustain during the "period of restoration" and that occurs within **12** consecutive months after the date of direct physical loss or damage. This **12**-month limit replaces the limit of Insurance shown in the Declarations for Business Income or Business Income and Extra Expense, and applies unless this **12**-month time period is modified by a **AMENDMENT OF LIMITS AND DEDUCTIBLES** endorsement attached to your policy which provides a different period of coverage.

All references to *Limit of Insurance shown in the Declarations* in the Business Income and Extra Expense Coverage Form or the Business Income Without Extra Expense Coverage Form do not apply.

### 3. ADDITIONAL COVERAGE - ALTERATIONS AND NEW BUILDINGS - OPTIONAL PERIOD(S) OF COVERAGE

As respects the Actual Loss Sustained Coverage as it relates to forms Business Income(And extra Expense) **A.5.b.** and Business Income(Without Extra Expense) **A.4.c. ADDITIONAL COVERAGE - ALTERATIONS AND NEW BUILDINGS**, the following is added as the last paragraph:

The most we will pay for any one occurrence is the actual loss of Business Income and/or Extra Expense that you sustain during the "period of restoration" that occurs within **12** consecutive months after the date of direct physical loss or damage, unless a **AMENDMENT OF LIMITS AND DEDUCTIBLES** modifies this period of coverage.

### 4. Only as respects the Actual Loss Sustained Coverage Extension provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES the

following are

#### **DELETIONS FROM COVERAGE EXTENSION:**

The following wording is deleted from section **A.6. Coverage Extension** of the Business Income (and Extra Expense) Coverage Form and **A.5. Coverage Extension** of the Business Income (without Extra Expense) Coverage Form:

*"If a Coinsurance percentage of 50% or more is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:"*

#### **NEWLY ACQUIRED LOCATIONS**

The following wording is deleted from section **A.6. Coverage Extension** of the Business Income (and Extra Expense) Coverage Form and **A.5. Coverage Extension** of the Business Income (without Extra Expense) Coverage Form:

*The Additional Condition, Coinsurance, does not apply to this Extension.*

#### **ADDITIONAL CONDITION AND OPTIONAL COVERAGES**

**D.** Additional Condition and **E.** Optional Coverages are deleted in their entirety.

5. Only as respects the Actual Loss Sustained Coverage Extension provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES, the following is added:

#### **DEFINITION**

**"Period of Restoration"** means the period of time that:

a. Begins:

- (1) 72 hours after the time of direct physical loss or damage for Business Income coverage; or
- (2) Immediately after the time of direct physical loss or damage for Extra Expense coverage; caused by or resulting from any Covered Cause of Loss at the described premises; and

b. Ends on the earlier of:

- (1) The time when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
- (2) The time when business is resumed at a new permanent location, or
- (3) 12 months after the time of direct physical loss or damage, unless this time period is modified by a AMENDMENT OF LIMITS AND DEDUCTIBLES attached to your policy which provides a different period of coverage.

"Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

- (i) Regulates the construction, use or repair, or requires the tearing down of any property; or
- (ii) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants," or
- (iii) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "fungus," wet or dry rot, or bacteria. This exclusion of "fungus," wet or dry rot, or bacteria does not apply when "fungus," wet rot, dry rot or bacteria results from a Covered Cause of Loss. Exclusion **B.2.d.(2)** of the Causes of Loss Special Form continues to apply.

# GNY INSURANCE GROUP

## Extended Replacement Cost Endorsement

This endorsement changes the:  
Building and Personal Property Coverage Form  
Condominium Association Coverage Form

The following is added as a Coverage Extension:

### Extended Replacement Cost

1. If the Limit of Insurance shown in the Declarations for Building is inadequate to pay the full amount of a covered Building loss, under this Coverage Extension:
  - (a) Subject to (b) immediately below, we will pay that part of the otherwise covered Building loss that exceeds the applicable Building Limit.
  - (b) The most we will pay under this Coverage Extension is 25% of the applicable Building Limit shown in the Declarations.
2. This Coverage Extension does not:
  - (a) Apply to, or
  - (b) Change or increase our liability for:  
any limit, sublimit, additional coverage, coverage extension, or endorsement, other than:
    - (1) The Building Limit, or
    - (2) Ordinance or Law Coverage A (if applicable.)
3. Ordinance or Law Coverage A. (if applicable) is included within, not in addition to, the 25% of the building limit provided by this Coverage Extension.
4. Additional Conditions, 1. Coinsurance, of the Building and Personal Property and Condominium Association Coverage Form is waived for Building Coverage.

## BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. Definitions.

### A. Coverage

#### 1. Business Income

Business Income means the:

- a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- b. Continuing normal operating expenses incurred, including payroll.

For manufacturing risks, Net Income includes the net sales value of production.

Coverage is provided as described and limited below for one or more of the following options for which a Limit Of Insurance is shown in the Declarations:

- (1) Business Income Including "Rental Value".
- (2) Business Income Other Than "Rental Value".
- (3) "Rental Value".

If option (1) above is selected, the term Business Income will include "Rental Value". If option (3) above is selected, the term Business Income will mean "Rental Value" only.

If Limits of Insurance are shown under more than one of the above options, the provisions of this Coverage Part apply separately to each.

We will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to property at premises which are described in the Declarations and for which a Business Income Limit Of Insurance is shown in the Declarations. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of such premises.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of a building, your premises means:

- (a) The portion of the building which you rent, lease or occupy;
- (b) The area within 100 feet of the building or within 100 feet of the premises described in the Declarations, whichever distance is greater (with respect to loss of or damage to personal property in the open or personal property in a vehicle); and
- (c) Any area within the building or at the described premises, if that area services, or is used to gain access to, the portion of the building which you rent, lease or occupy.

#### 2. Extra Expense

- a. Extra Expense Coverage is provided at the premises described in the Declarations only if the Declarations show that Business Income Coverage applies at that premises.
- b. Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss.

We will pay Extra Expense (other than the expense to repair or replace property) to:

- (1) Avoid or minimize the "suspension" of business and to continue operations at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.

- (2) Minimize the "suspension" of business if you cannot continue "operations".

We will also pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form.

**3. Covered Causes Of Loss, Exclusions And Limitations**

See applicable Causes Of Loss form as shown in the Declarations.

**4. Additional Limitation – Interruption Of Computer Operations**

- a. Coverage for Business Income does not apply when a "suspension" of "operations" is caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage, Interruption Of Computer Operations.
- b. Coverage for Extra Expense does not apply when action is taken to avoid or minimize a "suspension" of "operations" caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage, Interruption Of Computer Operations.
- c. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
- d. This Additional Limitation does not apply when loss or damage to electronic data involves only electronic data which is integrated in and operates or controls a building's elevator, lighting, heating, ventilation, air conditioning or security system.

**5. Additional Coverages**

**a. Civil Authority**

In this Additional Coverage, Civil Authority, the described premises are premises to which this Coverage Form applies, as shown in the Declarations.

When a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

- (1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and
- (2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

Civil Authority Coverage for Business Income will begin 72 hours after the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.

Civil Authority Coverage for Extra Expense will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will end:

- (1) Four consecutive weeks after the date of that action; or
- (2) When your Civil Authority Coverage for Business Income ends;
- whichever is later.

**b. Alterations And New Buildings**

We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur due to direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss to:

- (1) New buildings or structures, whether complete or under construction;
- (2) Alterations or additions to existing buildings or structures; and
- (3) Machinery, equipment, supplies or building materials located on or within 100 feet of the described premises and:
  - (a) Used in the construction, alterations or additions; or
  - (b) Incidental to the occupancy of new buildings.

If such direct physical loss or damage delays the start of "operations", the "period of restoration" for Business Income Coverage will begin on the date "operations" would have begun if the direct physical loss or damage had not occurred.

**c. Extended Business Income**

**(1) Business Income Other Than "Rental Value"**

If the necessary "suspension" of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:

- (a) Begins on the date property (except "finished stock") is actually repaired, rebuilt or replaced and "operations" are resumed; and
- (b) Ends on the earlier of:
  - (i) The date you could restore your "operations", with reasonable speed, to the level which would generate the business income amount that would have existed if no direct physical loss or damage had occurred; or
  - (ii) 60 consecutive days after the date determined in (1)(a) above.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

**(2) "Rental Value"**

If the necessary "suspension" of your "operations" produces a "Rental Value" loss payable under this policy, we will pay for the actual loss of "Rental Value" you incur during the period that:

- (a) Begins on the date property is actually repaired, rebuilt or replaced and tenantability is restored; and
- (b) Ends on the earlier of:
  - (i) The date you could restore tenant occupancy, with reasonable speed, to the level which would generate the "Rental Value" that would have existed if no direct physical loss or damage had occurred; or
  - (ii) 60 consecutive days after the date determined in (2)(a) above.

However, Extended Business Income does not apply to loss of "Rental Value" incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of "Rental Value" must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

**d. Interruption Of Computer Operations**

- (1) Under this Additional Coverage, electronic data has the meaning described under Additional Limitation – Interruption Of Computer Operations.



- (2) Subject to all provisions of this Additional Coverage, you may extend the insurance that applies to Business Income and Extra Expense to apply to a "suspension" of "operations" caused by an interruption in computer operations due to destruction or corruption of electronic data due to a Covered Cause of Loss. However, we will not provide coverage under this Additional Coverage when the Additional Limitation – Interruption Of Computer Operations does not apply based on Paragraph A.4.d. therein.
- (3) With respect to the coverage provided under this Additional Coverage, the Covered Causes of Loss are subject to the following:
- (a) If the Causes Of Loss – Special Form applies, coverage under this Additional Coverage, Interruption Of Computer Operations, is limited to the "specified causes of loss" as defined in that form and Collapse as set forth in that form.
  - (b) If the Causes Of Loss – Broad Form applies, coverage under this Additional Coverage, Interruption Of Computer Operations, includes Collapse as set forth in that form.
  - (c) If the Causes Of Loss form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage, Interruption Of Computer Operations.
  - (d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for an interruption related to manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, maintain, repair or replace that system.
- (4) The most we will pay under this Additional Coverage, Interruption Of Computer Operations, is \$2,500 (unless a higher limit is shown in the Declarations) for all loss sustained and expense incurred in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss or expense sustained or incurred as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss or expense in a subsequent policy year(s), all loss and expense is deemed to be sustained or incurred in the policy year in which the interruption began.
- (5) This Additional Coverage, Interruption Of Computer Operations, does not apply to loss sustained or expense incurred after the end of the "period of restoration", even if the amount of insurance stated in (4) above has not been exhausted.

## 6. Coverage Extension

If a Coinsurance percentage of 50% or more is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

### Newly Acquired Locations

- a. You may extend your Business Income and Extra Expense Coverages to apply to property at any location you acquire other than fairs or exhibitions.
- b. The most we will pay under this Extension, for the sum of Business Income loss and Extra Expense incurred, is \$100,000 at each location, unless a higher limit is shown in the Declarations.
- c. Insurance under this Extension for each newly acquired location will end when any of the following first occurs:
  - (1) This policy expires;

(2) 30 days expire after you acquire or begin to construct the property; or

(3) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property.

The Additional Condition, Coinsurance, does not apply to this Extension.

## B. Limits Of Insurance

The most we will pay for loss in any one occurrence is the applicable Limit Of Insurance shown in the Declarations.

Payments under the following coverages will not increase the applicable Limit of Insurance:

1. Alterations And New Buildings;
2. Civil Authority;
3. Extra Expense; or
4. Extended Business Income.

The amounts of insurance stated in the Interruption Of Computer Operations Additional Coverage and the Newly Acquired Locations Coverage Extension apply in accordance with the terms of those coverages and are separate from the Limit(s) Of Insurance shown in the Declarations for any other coverage.

## C. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions:

### 1. Appraisal

If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser.

The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

## 2. Duties In The Event Of Loss

a. You must see that the following are done in the event of loss:

- (1) Notify the police if a law may have been broken.
- (2) Give us prompt notice of the direct physical loss or damage. Include a description of the property involved.
- (3) As soon as possible, give us a description of how, when and where the direct physical loss or damage occurred.
- (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
- (5) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

- (6) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
- (7) Cooperate with us in the investigation or settlement of the claim.
- (8) If you intend to continue your business, you must resume all or part of your "operations" as quickly as possible.

b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

### 3. Loss Determination

- a. The amount of Business Income loss will be determined based on:
- (1) The Net Income of the business before the direct physical loss or damage occurred;
  - (2) The likely Net Income of the business if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;
  - (3) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
  - (4) Other relevant sources of information, including:
    - (a) Your financial records and accounting procedures;
    - (b) Bills, invoices and other vouchers; and
    - (c) Deeds, liens or contracts.
- b. The amount of Extra Expense will be determined based on:
- (1) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:
    - (a) The salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and
    - (b) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and
  - (2) Necessary expenses that reduce the Business Income loss that otherwise would have been incurred.

### c. Resumption Of Operations

We will reduce the amount of your:

- (1) Business Income loss, other than Extra Expense, to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
  - (2) Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.
- d. If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

### 4. Loss Payment

We will pay for covered loss within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part, and:

- a. We have reached agreement with you on the amount of loss; or
- b. An appraisal award has been made.

### D. Additional Condition

#### COINSURANCE

If a Coinsurance percentage is shown in the Declarations, the following condition applies in addition to the Common Policy Conditions and the Commercial Property Conditions.

We will not pay the full amount of any Business Income loss if the Limit of Insurance for Business Income is less than:

1. The Coinsurance percentage shown for Business Income in the Declarations; times
2. The sum of:
  - a. The Net Income (Net Profit or Loss before income taxes), and
  - b. Operating expenses, including payroll expenses,that would have been earned or incurred (had no loss occurred) by your "operations" at the described premises for the 12 months following the inception, or last previous anniversary date, of this policy (whichever is later).

Instead, we will determine the most we will pay using the following steps:

- Step (1): Multiply the Net Income and operating expense for the 12 months following the inception, or last previous anniversary date, of this policy by the Coinsurance percentage;
- Step (2): Divide the Limit of Insurance for the described premises by the figure determined in Step (1); and
- Step (3): Multiply the total amount of loss by the figure determined in Step (2).

We will pay the amount determined in Step (3) or the limit of insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

In determining operating expenses for the purpose of applying the Coinsurance condition, the following expenses, if applicable, shall be deducted from the total of all operating expenses:

- (1) Prepaid freight – outgoing;
- (2) Returns and allowances;
- (3) Discounts;
- (4) Bad debts;
- (5) Collection expenses;
- (6) Cost of raw stock and factory supplies consumed (including transportation charges);
- (7) Cost of merchandise sold (including transportation charges);
- (8) Cost of other supplies consumed (including transportation charges);
- (9) Cost of services purchased from outsiders (not employees) to resell, that do not continue under contract;
- (10) Power, heat and refrigeration expenses that do not continue under contract (if Form CP 15 11 is attached);
- (11) All payroll expenses or the amount of payroll expense excluded (if Form CP 15 10 is attached); and
- (12) Special deductions for mining properties (royalties unless specifically included in coverage; actual depletion commonly known as unit or cost depletion – not percentage depletion; welfare and retirement fund charges based on tonnage; hired trucks).

#### Example 1 (Underinsurance)

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the described premises would have been: \$ 400,000  
The Coinsurance percentage is: 50%  
The Limit of Insurance is: \$ 150,000  
The amount of loss is: \$ 80,000

Step (1):  $\$400,000 \times 50\% = \$200,000$   
(the minimum amount of insurance to meet your Coinsurance requirements)

Step (2):  $\$150,000 \div \$200,000 = .75$

Step (3):  $\$80,000 \times .75 = \$60,000$

We will pay no more than \$60,000. The remaining \$20,000 is not covered.

#### Example 2 (Adequate Insurance)

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the described premises would have been: \$ 400,000  
The Coinsurance percentage is: 50%  
The Limit of Insurance is: \$ 200,000  
The amount of loss is: \$ 80,000

The minimum amount of insurance to meet your Coinsurance requirement is \$200,000 ( $\$400,000 \times 50\%$ ). Therefore, the Limit of Insurance in this example is adequate and no penalty applies. We will pay no more than \$80,000 (amount of loss).

This condition does not apply to Extra Expense Coverage.

#### E. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item.

##### 1. Maximum Period Of Indemnity

- a. The Additional Condition, Coinsurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.

b. The most we will pay for the total of Business Income loss and Extra Expense is the lesser of:

- (1) The amount of loss sustained and expenses incurred during the 120 days immediately following the beginning of the "period of restoration"; or
- (2) The Limit Of Insurance shown in the Declarations.

**2. Monthly Limit Of Indemnity**

a. The Additional Condition, Coinsurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.

b. The most we will pay for loss of Business Income in each period of 30 consecutive days after the beginning of the "period of restoration" is:

- (1) The Limit of Insurance, multiplied by
- (2) The fraction shown in the Declarations for this Optional Coverage.

**Example**

When: The Limit of Insurance is:	\$ 120,000
The fraction shown in the Declarations for this Optional Coverage is:	1/4
The most we will pay for loss in each period of 30 consecutive days is:	\$ 30,000
(\$120,000 x 1/4 = \$30,000)	
If, in this example, the actual amount of loss is:	
Days 1-30:	\$ 40,000
Days 31-60:	\$ 20,000
Days 61-90:	<u>\$ 30,000</u>
	\$ 90,000
We will pay:	
Days 1-30:	\$ 30,000
Days 31-60:	\$ 20,000
Days 61-90:	<u>\$ 30,000</u>
	\$ 80,000

The remaining \$10,000 is not covered.

**3. Business Income Agreed Value**

a. To activate this Optional Coverage:

(1) A Business Income Report/Work Sheet must be submitted to us and must show financial data for your "operations":

- (a) During the 12 months prior to the date of the Work Sheet; and

(b) Estimated for the 12 months immediately following the inception of this Optional Coverage.

(2) The Declarations must indicate that the Business Income Agreed Value Optional Coverage applies, and an Agreed Value must be shown in the Declarations. The Agreed Value should be at least equal to:

(a) The Coinsurance percentage shown in the Declarations; multiplied by

(b) The amount of Net Income and operating expenses for the following 12 months you report on the Work Sheet.

b. The Additional Condition, Coinsurance, is suspended until:

(1) 12 months after the effective date of this Optional Coverage; or

(2) The expiration date of this policy; whichever occurs first.

c. We will reinstate the Additional Condition, Coinsurance, automatically if you do not submit a new Work Sheet and Agreed Value:

(1) Within 12 months of the effective date of this Optional Coverage; or

(2) When you request a change in your Business Income Limit of Insurance.

d. If the Business Income Limit of Insurance is less than the Agreed Value, we will not pay more of any loss than the amount of loss multiplied by:

(1) The Business Income Limit of Insurance; divided by

(2) The Agreed Value.

**Example**

When: The Limit of Insurance is:	\$ 100,000
The Agreed Value is:	\$ 200,000
The amount of loss is:	\$ 80,000

Step (1):  $\$100,000 \div \$200,000 = .50$

Step (2):  $.50 \times \$80,000 = \$40,000$

We will pay \$40,000. The remaining \$40,000 is not covered.

**4. Extended Period Of Indemnity**

Under Paragraph A.5.c., **Extended Business Income**, the number 60 in Subparagraphs (1)(b) and (2)(b) is replaced by the number shown in the Declarations for this Optional Coverage.

## F. Definitions

1. "Finished stock" means stock you have manufactured.

"Finished stock" also includes whiskey and alcoholic products being aged, unless there is a Coinsurance percentage shown for Business Income in the Declarations.

"Finished stock" does not include stock you have manufactured that is held for sale on the premises of any retail outlet insured under this Coverage Part.

2. "Operations" means:
  - a. Your business activities occurring at the described premises; and
  - b. The tenantability of the described premises, if coverage for Business Income Including "Rental Value" or "Rental Value" applies.
3. "Period of restoration" means the period of time that:
  - a. Begins:
    - (1) 72 hours after the time of direct physical loss or damage for Business Income Coverage; or
    - (2) Immediately after the time of direct physical loss or damage for Extra Expense Coverage;  
caused by or resulting from any Covered Cause of Loss at the described premises; and
  - b. Ends on the earlier of:
    - (1) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
    - (2) The date when business is resumed at a new permanent location.

"Period of restoration" does not include any increased period required due to the enforcement of or compliance with any ordinance or law that:

- (1) Regulates the construction, use or repair, or requires the tearing down, of any property; or

- (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

4. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
5. "Rental Value" means Business Income that consists of:
  - a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred as rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you, including fair rental value of any portion of the described premises which is occupied by you; and
  - b. Continuing normal operating expenses incurred in connection with that premises, including:
    - (1) Payroll; and
    - (2) The amount of charges which are the legal obligation of the tenant(s) but would otherwise be your obligations.
6. "Suspension" means:
  - a. The slowdown or cessation of your business activities; or
  - b. That a part or all of the described premises is rendered untenable, if coverage for Business Income Including "Rental Value" or "Rental Value" applies.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS INCOME CHANGES – BEGINNING OF THE PERIOD OF RESTORATION**

This endorsement modifies insurance provided under the following:

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM  
BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM

### **SCHEDULE**

Select Either A. Or B

- A.  72-Hour Time Period Is Replaced By 24 Hours
- B.  72-Hour Time Period Is Eliminated

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A.** If the Schedule indicates that the 72-hour time period is replaced by 24 hours, then:

1. The 72-hour time period in the definition of "period of restoration" is replaced by 24 hours. Therefore, the period of restoration for Business Income Coverage begins 24 hours after the time of direct physical loss or damage, subject to all other provisions of the definition of "period of restoration"; and
2. The 72-hour time period in the Civil Authority Additional Coverage is replaced by 24 hours. Therefore, coverage under the Additional Coverage – Civil Authority begins 24 hours after the time of action of civil authority, subject to all other provisions of that Additional Coverage.

**B.** If the Schedule indicates that the 72-hour time period is eliminated, then:

1. The 72-hour time period in the definition of "period of restoration" is deleted. Therefore, the period of restoration for Business Income Coverage begins at the time of direct physical loss or damage, subject to all other provisions of the definition of "period of restoration"; and
2. The 72-hour time period in the Civil Authority Additional Coverage is deleted. Therefore, coverage under the Additional Coverage – Civil Authority begins at the time of action of civil authority, subject to all other provisions of that Additional Coverage.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# CHANGES - FUNGUS, WET ROT, DRY ROT AND BACTERIA

This endorsement modifies insurance provided under the following:

- CAUSES OF LOSS - BASIC FORM
- CAUSES OF LOSS - BROAD FORM
- CAUSES OF LOSS - SPECIAL FORM

### SCHEDULE\*

Revised Limit	\$	<u>50,000</u>		
Separate Premises Or Locations Option	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
If YES, describe the separate premises or locations:				
Business Income/Extra Expense - Revised number of days _____				
*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.				

- A. In the Limited Coverage For Fungus, Wet Rot, Dry Rot And Bacteria, the amount of \$15,000 is deleted and replaced by the amount indicated in the Schedule.
- B. If the Schedule indicates that the Separate Premises Or Locations Option applies, then the amount of coverage (\$15,000, unless a higher amount is shown in the Schedule) is made applicable to separate premises or locations as described in the Schedule. For each premises or location so described, the amount of coverage is an annual aggregate limit, subject to the terms set forth in Paragraph 3. of the Limited Coverage For Fungus, Wet Rot, Dry Rot And Bacteria.
- C. The coverage provided under this endorsement does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.
- D. Under the Limited Coverage For Fungus, Wet Rot, Dry Rot And Bacteria, in the section applicable to Business Income and/or Extra Expense coverage, the number of days (30 days) in both paragraphs is deleted and replaced by the number of days indicated in the Schedule.





**GREATER NEW YORK INSURANCE GROUP**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**PUBLIC WATER SUPPLY SYSTEMS  
- LIMITED ADDITIONAL COVERAGE**

This endorsement modifies insurance under the following:

Commercial Property Coverage Part

SCHEDULE			
LOCATION	LIMIT	DEDUCTIBLE	PREMIUM
<b>SEE SCHEDULE</b>	\$10,000	\$10,000	\$8

The following are added to the Additional Coverage Section of your Causes of Loss – Special Form:

**Public Water Supply Systems – Limited Additional Coverage**

**THIS PUBLIC WATER SUPPLY SYSTEMS – LIMITED ADDITIONAL COVERAGE IS NOT FLOOD INSURANCE**

The term Public Water Supply Systems – Limited Additional Coverage means coverage afforded by this endorsement solely for loss or damage to covered Buildings and to covered Business Personal Property caused by a covered water discharge from Public Water Supply Systems.

1. Subject to the following provisions, water discharge from Public Water Supply Systems is added as a Limited Additional Coverage.

We will pay for loss or damage to covered Buildings and Business Personal Property caused by or resulting from the occurrence or event described in Paragraph 2 below. This Public Water Supply Systems – Limited Additional Coverage is within, not in addition to, the limits of insurance provided by this policy.

2. This Public Water Supply Systems – Limited Additional Coverage applies to direct physical loss or damage to covered property caused by water that:

- (1) Has been accidentally discharged or accidentally leaks from fire hydrants or public underground water-supply mains, and
- (2) Presses on, flows, or seeps through:
  - (a) Foundations, walls, floors, or paved surfaces;
  - (b) Basements, whether paved or not; or
  - (c) Doors, windows, or other openings.

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3. This Public Water Supply Systems – Limited Additional Coverage is within, not in addition to, the limits of insurance provided by this policy. Under this Public Water Supply Systems – Limited Additional Coverage, except as provided elsewhere in this Public Water Supply Systems – Limited Additional Coverage, the most we will pay for all loss or damage arising from one occurrence or event is set forth in the schedule on this coverage form.

4. The Public Water Supply Systems – Limited Additional Coverage will also apply to the cost to tear out and replace any part of, and remove debris from, the Building as needed to repair the Building.

5. The Public Water Supply Systems – Limited Additional Coverage extends to the following coverages, provided that you purchased the coverage from us:

- a. Ordinance or Law;
- b. Business Income (and Extra Expense) Coverage Form;
- c. Business Income (Without Extra Expense) Coverage Form;
- d. Off Premises Services to the extent that the interruption of off-premises services serves as a cause of a covered loss under the Public Water Supply Systems – LIMITED ADDITIONAL Coverage.

However, except to the extent that paragraph 10 a. applies, the limit of coverage for all loss or damage is as expressed in paragraph 3 and in the Schedule, and any higher or additional limits of coverage provided for these coverages, do not apply.

6. The Public Water Supply Systems – Limited Additional Coverage does not extend to loss or damage under the following coverages, even if you purchased these coverages from us, regardless of any other cause or event that contributes concurrently or in any sequence to the loss:

- a. Pollutant Clean Up and Removal Coverage
- b. Newly Acquired or Constructed Property Coverage
- c. Business Income From Dependent Properties
- d. Additional Coverage - Collapse
- e. The Business Personal Property at Unspecified Locations Coverage
- f. Flood Coverage Endorsement; Flood Coverage Schedule and Changes; Flood and/or Mudslide Coverage.
- g. Additional Coverage – Limited Additional Coverage for "Fungus," Wet Rot, Dry Rot, and Bacteria.

7. Under this coverage we will not pay for:

- (1) Loss or damage caused by leaks or discharge from lawn sprinkler systems.
- (2) Loss or damage to the system from which water escapes.

#### 8. Exclusions and Limitations

All Exclusions, Limitations, Terms, and Conditions of the Causes of Loss – Special Form, the Building and Personal Property Coverage Form, and the Condominium Association Coverage Form, whichever you have purchased, apply to this Public Water Supply Systems – Limited Additional Coverage, except that B. Exclusions 1. g. Water of the Causes of Loss – Special Form does not apply to this Public Water Supply Systems – Limited Additional Coverage.

However, except as specifically provided in this Public Water Supply Systems – Limited Additional Coverage, we will not pay under this Public Water Supply Systems – Limited Additional Coverage for loss or damage caused by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

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1. Water.

(a) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);

(b) Mudslide or mudflow;

(c) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump, or related equipment;

(d) Water under the ground surface pressing on, or flowing or seeping through:

(1) Foundations, walls, floors or paved surfaces;

(2) Basements, whether paved or not; or

(3) Doors, windows, or other openings.

(e) Waterborne material carried or otherwise moved by any of the water referred to in Exclusion 1. (a), (c) or (d), or material carried or otherwise moved by mudslide or mudflow, except to the extent:

(1) that waterborne material is carried or otherwise moved by water discharge from Public Water Supply Systems; or

(2) that a water discharge from Public Water Supply Systems causes or contributes to causing the carriage or other movement of waterborne material.

This exclusion applies regardless of whether any of the above, in Exclusion 1 (a) through (e), is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall, or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Exclusion 1 (a) through (e), results in fire, explosion, or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion, or sprinkler leakage (if sprinkler leakage is a Covered cause of Loss).

2. Sump overflow. Sump overflow that does not occur concurrently with the water discharge from Public Water Supply Systems.

3. "Fungus," Wet Rot, Dry Rot, and Bacteria, as such terms are defined in the Causes of Loss – Special Form. However, this exclusion does not apply when "fungus," wet rot, dry rot, or bacteria results from water discharge from Public Water Supply Systems.

Exclusions 1 (a)-(e) and 2 apply regardless of the proximity of the water (including flood) to covered property, and regardless of whether any of the excluded occurrences or events is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall, or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

9. Water discharge from Public Water Supply Systems is not a "specified cause of loss" as the term "specified cause of loss" is defined in the Causes of Loss – Special Form. The full extent of the coverage that you have purchased from us for loss or damage caused by water discharge from Public Water Supply Systems is expressed in this Endorsement.

10. Sole and Multiple Causes; Application of Limits and Co-Insurance; Deductibles:

a. If water discharge from Public Water Supply Systems results in a "specified cause of loss" as defined in the Causes of Loss – Special Form, then the applicable limit is increased to the limit specified in the property declarations for the loss or damage. However, the co-insurance condition will not apply to the loss or damage.

b. The Deductible amount for this Public Water Supply Systems – Limited Additional Coverage is set out in the schedule. The deductible amount applies separately to each occurrence or event. However, if, under subparagraph a. the limit of coverage available for the loss or damage is stated in the Property Declarations, then only the Deductible amount applicable to that limit will apply.

11. Definitions:

a. Public Water Supply means a service provided by a governmental agency such as a municipality or water district, or by a public utility, which serves the community or communities in which your covered Building property is situated, and which provides cold water to that community through underground water main pipes; the Public Water Supply need not provide your covered Building property with water or steam service.

b. Water Main refers to a pipe or pipes owned by, leased to, or controlled by the supplier of the public water supply, and which is a part of the distribution system of the public water supplier, through which flows the water by which the supplier serves the community. The water main does not include any other part of the public water supply system, such as the:

- (1) drainage basin;
- (2) water catchment or storage facilities, such as the reservoirs, water tanks, or tunnels of the system;
- (3) water purification system;
- (4) pumping stations; or
- (5) connections to the public or private sewers.

Nor does the water main include any plumbing you own, lease, control, maintain, or repair, or which is on, in, or under, your covered Building property, or the land upon which the Building is situated.

c. Underground means under the surface of the street or sidewalk, but not under any land you own, lease, control, maintain or repair, or which is adjacent to any building or structure which you own, lease, control, maintain, or repair.

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# CONDOMINIUM ASSOCIATION COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section H. Definitions.

## A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

### 1. Covered Property

Covered Property, as used in this Coverage Part, means the type of property described in this section, **A.1.**, and limited in **A.2.** Property Not Covered, if a Limit Of Insurance is shown in the Declarations for that type of property.

**a. Building**, meaning the building or structure described in the Declarations, including:

- (1) Completed additions;
- (2) Fixtures, outside of individual units, including outdoor fixtures;
- (3) Permanently installed:
  - (a) Machinery; and
  - (b) Equipment;
- (4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
  - (a) Fire-extinguishing equipment;
  - (b) Outdoor furniture;
  - (c) Floor coverings; and
  - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering that are not contained within individual units;
- (5) If not covered by other insurance:
  - (a) Additions under construction, alterations and repairs to the building or structure;

(b) Materials, equipment, supplies, and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure; and

(6) Any of the following types of property contained within a unit, regardless of ownership, if your Condominium Association Agreement requires you to insure it:

- (a) Fixtures, improvements and alterations that are a part of the building or structure; and
- (b) Appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping.

But Building does not include personal property owned by, used by or in the care, custody or control of a unit-owner except for personal property listed in Paragraph **A.1.a.(6)** above.

**b. Your Business Personal Property** located in or on the building or structure described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises, consisting of the following:

- (1) Personal property owned by you or owned indivisibly by all unit-owners;
- (2) Your interest in the labor, materials or services furnished or arranged by you on personal property of others; and
- (3) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Personal Property Of Others.

But Your Business Personal Property does not include personal property owned only by a unit-owner.

**c. Personal Property Of Others that is:**

- (1) In your care, custody or control; and
- (2) Located in or on the building or structure described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

However, our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

**2. Property Not Covered**

Covered Property does not include:

- a. Accounts, bills, currency, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- b. Animals, unless owned by others and boarded by you;
- c. Automobiles held for sale;
- d. Bridges, roadways, walks, patios or other paved surfaces;
- e. Contraband, or property in the course of illegal transportation or trade;
- f. The cost of excavations, grading, backfilling or filling;
- g. Foundations of buildings, structures, machinery or boilers if their foundations are below:
  - (1) The lowest basement floor; or
  - (2) The surface of the ground if there is no basement;
- h. Land (including land on which the property is located), water, growing crops or lawns (other than lawns which are part of a vegetated roof);
- i. Personal property while airborne or waterborne;
- j. Bulkheads, pilings, piers, wharves or docks;
- k. Property that is covered under this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- l. Retaining walls that are not part of a building;
- m. Underground pipes, flues or drains;
- n. Electronic data, except as provided under the Additional Coverage, Electronic Data. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. This paragraph, n., does not apply to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system;
- o. The cost to replace or restore the information on valuable papers and records, including those which exist as electronic data. Valuable papers and records include but are not limited to proprietary information, books of account, deeds, manuscripts, abstracts, drawings and card index systems. Refer to the Coverage Extension for Valuable Papers And Records (Other Than Electronic Data) for limited coverage for valuable papers and records other than those which exist as electronic data;
- p. Vehicles or self-propelled machines (including aircraft or watercraft) that:
  - (1) Are licensed for use on public roads; or
  - (2) Are operated principally away from the described premises.

This paragraph does not apply to:

- (a) Vehicles or self-propelled machines or autos you manufacture or warehouse;
- (b) Vehicles or self-propelled machines, other than autos, you hold for sale;
- (c) Rowboats or canoes out of water at the described premises; or
- (d) Trailers, but only to the extent provided for in the Coverage Extension for Non-owned Detached Trailers; or

q. The following property while outside of buildings:

- (1) Grain, hay, straw or other crops; or
- (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than trees, shrubs or plants which are "stock" or are part of a vegetated roof), all except as provided in the Coverage Extensions.

### 3. Covered Causes Of Loss

See applicable Causes Of Loss form as shown in the Declarations.

### 4. Additional Coverages

#### a. Debris Removal

- (1) Subject to Paragraphs (2), (3) and (4), we will pay your expense to remove debris of Covered Property and other debris that is on the described premises, when such debris is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- (2) Debris Removal does not apply to costs to:
  - (a) Remove debris of property of yours that is not insured under this policy, or property in your possession that is not Covered Property;
  - (b) Remove any property that is Property Not Covered, including property addressed under the Outdoor Property Coverage Extension;
  - (c) Remove property of others of a type that would not be Covered Property under this Coverage Form;
  - (d) Remove deposits of mud or earth from the grounds of the described premises;
  - (e) Extract "pollutants" from land or water; or
  - (f) Remove, restore or replace polluted land or water.

(3) Subject to the exceptions in Paragraph (4), the following provisions apply:

(a) The most we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.

(b) Subject to (a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage. However, if no Covered Property has sustained direct physical loss or damage, the most we will pay for removal of debris of other property (if such removal is covered under this Additional Coverage) is \$5,000 at each location.

(4) We will pay up to an additional \$25,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:

(a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.

(b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if (4)(a) and/or (4)(b) applies, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$25,000.

#### (5) Examples

The following examples assume that there is no Coinsurance penalty.

**Example 1**

Limit of Insurance:	\$ 90,000
Amount of Deductible:	\$ 500
Amount of Loss:	\$ 50,000
Amount of Loss Payable:	\$ 49,500
	(\$50,000 – \$500)
Debris Removal Expense:	\$ 10,000
Debris Removal Expense Payable:	\$ 10,000
	(\$10,000 is 20% of \$50,000.)

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and the debris removal expense (\$49,500 + \$10,000 = \$59,500) is less than the Limit of Insurance. Therefore, the full amount of debris removal expense is payable in accordance with the terms of Paragraph (3).

**Example 2**

Limit of Insurance:	\$ 90,000
Amount of Deductible:	\$ 500
Amount of Loss:	\$ 80,000
Amount of Loss Payable:	\$ 79,500
	(\$80,000 – \$500)
Debris Removal Expense:	\$ 40,000
Debris Removal Expense Payable	
Basic Amount:	\$ 10,500
Additional Amount:	\$ 25,000

The basic amount payable for debris removal expense under the terms of Paragraph (3) is calculated as follows: \$80,000 (\$79,500 + \$500) x .25 = \$20,000, capped at \$10,500. The cap applies because the sum of the loss payable (\$79,500) and the basic amount payable for debris removal expense (\$10,500) cannot exceed the Limit of Insurance (\$90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph (4), because the debris removal expense (\$40,000) exceeds 25% of the loss payable plus the deductible (\$40,000 = 50% of \$80,000), and because the sum of the loss payable and debris removal expense (\$79,500 + \$40,000 = \$119,500) would exceed the Limit of Insurance (\$90,000). The additional amount of covered debris removal expense is \$25,000, the maximum payable under Paragraph (4). Thus, the total payable for debris removal expense in this example is \$35,500; \$4,500 of the debris removal expense is not covered.

**b. Preservation Of Property**

If it is necessary for you to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 30 days after the property is first moved.

**c. Fire Department Service Charge**

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$1,000 for service at each premises described in the Declarations unless a higher limit is shown in the Declarations. Such limit is the most we will pay regardless of the number of responding fire departments or fire units, and regardless of the number or type of services performed.

This Additional Coverage applies to your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

No Deductible applies to this Additional Coverage.

**d. Pollutant Clean-up And Removal**

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

Order: 02/10/11 11:11 AM  
Address: 270 Glenda Ct  
Order Date: 02/15/2011  
Document not for resale  
Harris/McLain/Deer



The most we will pay under this Additional Coverage for each described premises is \$10,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy.

**e. Increased Cost Of Construction**

- (1) This Additional Coverage applies only to buildings to which the Replacement Cost Optional Coverage applies.
- (2) In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay the increased costs incurred to comply with the minimum standards of an ordinance or law in the course of repair, rebuilding or replacement of damaged parts of that property, subject to the limitations stated in e.(3) through e.(9) of this Additional Coverage.
- (3) The ordinance or law referred to in e.(2) of this Additional Coverage is an ordinance or law that regulates the construction or repair of buildings or establishes zoning or land use requirements at the described premises and is in force at the time of loss.
- (4) Under this Additional Coverage, we will not pay any costs due to an ordinance or law that:
  - (a) You were required to comply with before the loss, even when the building was undamaged; and
  - (b) You failed to comply with.
- (5) Under this Additional Coverage, we will not pay for:
  - (a) The enforcement of or compliance with any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
  - (b) Any costs associated with the enforcement of or compliance with an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

- (6) The most we will pay under this Additional Coverage, for each described building insured under this Coverage Form, is \$10,000 or 5% of the Limit of Insurance applicable to that building, whichever is less. If a damaged building is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for that damaged building, is the lesser of \$10,000 or 5% times the value of the damaged building as of the time of loss times the applicable Coinsurance percentage.

The amount payable under this Additional Coverage is additional insurance.

- (7) With respect to this Additional Coverage:
  - (a) We will not pay for the Increased Cost of Construction:
    - (i) Until the property is actually repaired or replaced, at the same or another premises; and
    - (ii) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
  - (b) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of e.(6) of this Additional Coverage, is the increased cost of construction at the same premises.
  - (c) If the ordinance or law requires relocation to another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of e.(6) of this Additional Coverage, is the increased cost of construction at the new premises.
- (8) This Additional Coverage is not subject to the terms of the Ordinance Or Law Exclusion to the extent that such Exclusion would conflict with the provisions of this Additional Coverage.

- (9) The costs addressed in the Loss Payment and Valuation Conditions and the Replacement Cost Optional Coverage, in this Coverage Form, do not include the increased cost attributable to enforcement of or compliance with an ordinance or law. The amount payable under this Additional Coverage, as stated in e.(6) of this Additional Coverage, is not subject to such limitation.

**f. Electronic Data**

- (1) Under this Additional Coverage, electronic data has the meaning described under Property Not Covered, Electronic Data. This Additional Coverage does not apply to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system.
- (2) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore electronic data which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.
- (3) The Covered Causes of Loss applicable to Your Business Personal Property apply to this Additional Coverage, Electronic Data, subject to the following:
- (a) If the Causes Of Loss – Special Form applies, coverage under this Additional Coverage, Electronic Data, is limited to the "specified causes of loss" as defined in that form and Collapse as set forth in that form.
- (b) If the Causes Of Loss – Broad Form applies, coverage under this Additional Coverage, Electronic Data, includes Collapse as set forth in that form.
- (c) If the Causes Of Loss form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage, Electronic Data.

- (d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.

- (4) The most we will pay under this Additional Coverage, Electronic Data, is \$2,500 (unless a higher limit is shown in the Declarations) for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

**5. Coverage Extensions**

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

If a Coinsurance percentage of 80% or more is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

**a. Newly Acquired Or Constructed Property**

**(1) Buildings**

You may extend the insurance that applies to Building to apply to:

- (a) Your new buildings while being built on the described premises; and

(b) Buildings you acquire at locations, other than the described premises, intended for:

- (i) Similar use as the building described in the Declarations; or
- (ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$250,000 at each building.

**(2) Your Business Personal Property**

(a) If this policy covers Your Business Personal Property, you may extend that insurance to apply to:

- (i) Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions; or
- (ii) Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations.

The most we will pay for loss or damage under this Extension is \$100,000 at each building.

(b) This Extension does not apply to:

- (i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or
- (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

**(3) Period Of Coverage**

With respect to insurance provided under this Coverage Extension for Newly Acquired Or Constructed Property, coverage will end when any of the following first occurs:

(a) This policy expires;

(b) 30 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or

(c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

**b. Personal Effects And Property Of Others**

You may extend the insurance that applies to Your Business Personal Property to apply to:

- (1) Personal effects owned by you, your officers, your partners or members, your managers or your employees. This Extension does not apply to loss or damage by theft.
- (2) Personal property of others in your care, custody or control.

The most we will pay for loss or damage under this Extension is \$2,500 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

**c. Valuable Papers And Records (Other Than Electronic Data)**

(1) You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered, Electronic Data.

(2) If the Causes Of Loss – Special Form applies, coverage under this Extension is limited to the "specified causes of loss" as defined in that form and Collapse as set forth in that form.

(3) If the Causes Of Loss – Broad Form applies, coverage under this Extension includes Collapse as set forth in that form.

- (4) Under this Extension, the most we will pay to replace or restore the lost information is \$2,500 at each described premises, unless a higher limit is shown in the Declarations. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist) and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and, therefore, coverage of such costs is not additional insurance.

**d. Property Off-premises**

- (1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:
- (a) Temporarily at a location you do not own, lease or operate;
  - (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
  - (c) At any fair, trade show or exhibition.
- (2) This Extension does not apply to property:
- (a) In or on a vehicle; or
  - (b) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.
- (3) The most we will pay for loss or damage under this Extension is \$10,000.

**e. Outdoor Property**

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), trees, shrubs and plants (other than trees, shrubs or plants which are "stock" or are part of a vegetated roof), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;

- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$1,000, but not more than \$250 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

Subject to all aforementioned terms and limitations of coverage, this Coverage Extension includes the expense of removing from the described premises the debris of trees, shrubs and plants which are the property of others.

**f. Non-owned Detached Trailers**

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:
- (a) The trailer is used in your business;
  - (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
  - (c) You have a contractual responsibility to pay for loss or damage to the trailer.
- (2) We will not pay for any loss or damage that occurs:
- (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
  - (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.
- (3) The most we will pay for loss or damage under this Extension is \$5,000, unless a higher limit is shown in the Declarations.
- (4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

**g. Business Personal Property Temporarily In Portable Storage Units**

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to such property while temporarily stored in a portable storage unit (including a detached trailer) located within 100 feet of the described premises.
- (2) If the applicable Covered Causes of Loss form or endorsement contains a limitation or exclusion concerning loss or damage from sand, dust, sleet, snow, ice or rain to property in a structure, such limitation or exclusion also applies to property in a portable storage unit.
- (3) Coverage under this Extension:
  - (a) Will end 90 days after the business personal property has been placed in the storage unit;
  - (b) Does not apply if the storage unit itself has been in use at the described premises for more than 90 consecutive days, even if the business personal property has been stored there for 90 or fewer days as of the time of loss or damage.
- (4) Under this Extension, the most we will pay for the total of all loss or damage to business personal property is \$10,000 (unless a higher limit is indicated in the Declarations for such Extension) regardless of the number of storage units. Such limit is part of, not in addition to, the applicable Limit of Insurance on Your Business Personal Property. Therefore, payment under this Extension will not increase the applicable Limit of Insurance on Your Business Personal Property.
- (5) This Extension does not apply to loss or damage otherwise covered under this Coverage Form or any endorsement to this Coverage Form or policy, and does not apply to loss or damage to the storage unit itself.

Each of these Extensions is additional insurance unless otherwise indicated. The Additional Condition, Coinsurance, does not apply to these Extensions.

**B. Exclusions And Limitations**

See applicable Causes Of Loss form as shown in the Declarations.

**C. Limits Of Insurance**

The most we will pay for loss or damage in any one occurrence is the applicable Limit Of Insurance shown in the Declarations.

The most we will pay for loss or damage to outdoor signs, whether or not the sign is attached to a building, is \$2,500 per sign in any one occurrence.

The amounts of insurance stated in the following Additional Coverages apply in accordance with the terms of such coverages and are separate from the Limit(s) Of Insurance shown in the Declarations for any other coverage:

- 1. Fire Department Service Charge;
- 2. Pollutant Clean-up And Removal;
- 3. Increased Cost Of Construction; and
- 4. Electronic Data.

Payments under the Preservation Of Property Additional Coverage will not increase the applicable Limit of Insurance.

**D. Deductible**

In any one occurrence of loss or damage (hereinafter referred to as loss), we will first reduce the amount of loss if required by the Coinsurance Condition or the Agreed Value Optional Coverage. If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of loss and will pay the resulting amount or the Limit of Insurance, whichever is less.

When the occurrence involves loss to more than one item of Covered Property and separate Limits of Insurance apply, the losses will not be combined in determining application of the Deductible. But the Deductible will be applied only once per occurrence.

**Example 1**

(This example assumes there is no Coinsurance penalty.)

Deductible:	\$ 250
Limit of Insurance – Building 1:	\$ 60,000
Limit of Insurance – Building 2:	\$ 80,000
Loss to Building 1:	\$ 60,100
Loss to Building 2:	\$ 90,000

The amount of loss to Building 1 (\$60,100) is less than the sum (\$60,250) of the Limit of Insurance applicable to Building 1 plus the Deductible.

The Deductible will be subtracted from the amount of loss in calculating the loss payable for Building 1:

\$ 60,100

— 250

\$ 59,850 Loss Payable – Building 1

The Deductible applies once per occurrence and therefore is not subtracted in determining the amount of loss payable for Building 2. Loss payable for Building 2 is the Limit of Insurance of \$80,000.

Total amount of loss payable:

\$59,850 + \$80,000 = \$139,850

### Example 2

(This example, too, assumes there is no Coinsurance penalty.)

The Deductible and Limits of Insurance are the same as those in Example 1.

Loss to Building 1: \$ 70,000

(Exceeds Limit of Insurance plus Deductible)

Loss to Building 2: \$ 90,000

(Exceeds Limit of Insurance plus Deductible)

Loss Payable – Building 1: \$ 60,000

(Limit of Insurance)

Loss Payable – Building 2: \$ 80,000

(Limit of Insurance)

Total amount of loss payable: \$ 140,000

### E. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions:

#### 1. Abandonment

There can be no abandonment of any property to us.

#### 2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and

- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

### 3. Duties In The Event Of Loss Or Damage

- a. You must see that the following are done in the event of loss or damage to Covered Property:

- (1) Notify the police if a law may have been broken.
- (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
- (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
- (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
- (5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
- (6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.  
  
Also, permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
- (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
- (8) Cooperate with us in the investigation or settlement of the claim.

- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

#### 4. Loss Payment

- a. In the event of loss or damage covered by this Coverage Form, at our option, we will either:

- (1) Pay the value of lost or damaged property;
- (2) Pay the cost of repairing or replacing the lost or damaged property, subject to **b.** below;
- (3) Take all or any part of the property at an agreed or appraised value; or
- (4) Repair, rebuild or replace the property with other property of like kind and quality, subject to **b.** below.

We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of the Valuation Condition in this Coverage Form or any applicable provision which amends or supersedes the Valuation Condition.

- b. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.
- c. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
- d. We will not pay you more than your financial interest in the Covered Property.
- e. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
- f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

- g. We will pay for covered loss or damage to Covered Property within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part, and:

- (1) We have reached agreement with you on the amount of loss; or
- (2) An appraisal award has been made.

If you name an insurance trustee, we will adjust losses with you, but we will pay the insurance trustee. If we pay the trustee, the payments will satisfy your claims against us.

- h. A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will pay you the full value of the loss to the party wall, subject to all applicable policy provisions including Limits of Insurance, the Valuation and Coinsurance Conditions and all other provisions of this Loss Payment Condition. Our payment under the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of the Transfer Of Rights Of Recovery Against Others To Us Condition in this policy.

#### 5. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

#### 6. Unit-owner's Insurance

A unit-owner may have other insurance covering the same property as this insurance. This insurance is intended to be primary and not to contribute with such other insurance.

## 7. Vacancy

### a. Description Of Terms

- (1) As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in (1)(a) and (1)(b) below:
  - (a) When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.
  - (b) When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:
    - (i) Rented to a lessee or sublessee and used by the lessee or sublessee to conduct its customary operations; and/or
    - (ii) Used by the building owner to conduct customary operations.
- (2) Buildings under construction or renovation are not considered vacant.

### b. Vacancy Provisions

If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage occurs:

- (1) We will not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:
  - (a) Vandalism;
  - (b) Sprinkler leakage, unless you have protected the system against freezing;
  - (c) Building glass breakage;
  - (d) Water damage;
  - (e) Theft; or
  - (f) Attempted theft.
- (2) With respect to Covered Causes of Loss other than those listed in b.(1)(a) through b.(1)(f) above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

## 8. Valuation

We will determine the value of Covered Property in the event of loss or damage as follows:

- a. At actual cash value as of the time of loss or damage, except as provided in b. and c. below.
- b. If the Limit of Insurance for Building satisfies the Additional Condition, Coinsurance, and the cost to repair or replace the damaged building property is \$2,500 or less, we will pay the cost of building repairs or replacement.

The cost of building repairs or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property. However, the following property will be valued at the actual cash value, even when attached to the building:

  - (1) Awnings or floor coverings;
  - (2) Appliances for refrigerating, ventilating, cooking, dishwashing or laundering; or
  - (3) Outdoor equipment or furniture.
- c. Glass at the cost of replacement with safety-glazing material if required by law.

## 9. Waiver Of Rights Of Recovery

We waive our rights to recover payment from any unit-owner of the condominium that is shown in the Declarations.

## F. Additional Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions:

### 1. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies:

- a. We will not pay the full amount of any loss if the value of Covered Property at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

  - (1) Multiply the value of Covered Property at the time of loss by the Coinsurance percentage;
  - (2) Divide the Limit of Insurance of the property by the figure determined in Step (1);



(3) Multiply the total amount of loss, before the application of any deductible, by the figure determined in Step (2); and

(4) Subtract the deductible from the figure determined in Step (3).

We will pay the amount determined in Step (4) or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

#### Example 1 (Underinsurance)

When: The value of the property is: \$ 250,000  
 The Coinsurance percentage for it is: 80%  
 The Limit of Insurance for it is: \$ 100,000  
 The Deductible is: \$ 250  
 The amount of loss is: \$ 40,000

Step (1):  $\$250,000 \times 80\% = \$200,000$

(the minimum amount of insurance to meet your Coinsurance requirements)

Step (2):  $\$100,000 \div \$200,000 = .50$

Step (3):  $\$40,000 \times .50 = \$20,000$

Step (4):  $\$20,000 - \$250 = \$19,750$

We will pay no more than \$19,750. The remaining \$20,250 is not covered.

#### Example 2 (Adequate Insurance)

When: The value of the property is: \$ 250,000  
 The Coinsurance percentage for it is: 80%  
 The Limit of Insurance for it is: \$ 200,000  
 The Deductible is: \$ 250  
 The amount of loss is: \$ 40,000

The minimum amount of insurance to meet your Coinsurance requirement is \$200,000 ( $\$250,000 \times 80\%$ ). Therefore, the Limit of Insurance in this example is adequate and no penalty applies. We will pay no more than \$39,750 ( $\$40,000$  amount of loss minus the deductible of \$250).

b. If one Limit of Insurance applies to two or more separate items, this condition will apply to the total of all property to which the limit applies.

#### Example 3

When: The value of the property is:  
 Building at Location 1: \$ 75,000  
 Building at Location 2: \$ 100,000  
 Personal Property at Location 2: \$ 75,000  
 \$ 250,000

The Coinsurance percentage for it is: 90%

The Limit of Insurance for Buildings and Personal Property at Locations 1 and 2 is: \$ 180,000  
 The Deductible is: \$ 1,000

The amount of loss is:  
 Building at Location 2: \$ 30,000  
 Personal Property at Location 2: \$ 20,000  
 \$ 50,000

Step (1):  $\$250,000 \times 90\% = \$225,000$   
 (the minimum amount of insurance to meet your Coinsurance requirements and to avoid the penalty shown below)

Step (2):  $\$180,000 \div \$225,000 = .80$

Step (3):  $\$50,000 \times .80 = \$40,000$

Step (4):  $\$40,000 - \$1,000 = \$39,000$

We will pay no more than \$39,000. The remaining \$11,000 is not covered.

#### 2. Mortgageholders

- a. The term mortgageholder includes trustee.
- b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.
- c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
  - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;

- (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
- (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of this Coverage Part will then apply directly to the mortgageholder.

- e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

- (1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
- (2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this policy, we will give written notice to the mortgageholder at least:

- (1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

- g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

## G. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item:

### 1. Agreed Value

- a. The Additional Condition, Coinsurance, does not apply to Covered Property to which this Optional Coverage applies. We will pay no more for loss of or damage to that property than the proportion that the Limit of Insurance under this Coverage Part for the property bears to the Agreed Value shown for it in the Declarations.

- b. If the expiration date for this Optional Coverage shown in the Declarations is not extended, the Additional Condition, Coinsurance, is reinstated and this Optional Coverage expires.

- c. The terms of this Optional Coverage apply only to loss or damage that occurs:

- (1) On or after the effective date of this Optional Coverage; and
- (2) Before the Agreed Value expiration date shown in the Declarations or the policy expiration date, whichever occurs first.

### 2. Inflation Guard

- a. The Limit of Insurance for property to which this Optional Coverage applies will automatically increase by the annual percentage shown in the Declarations.

- b. The amount of increase will be:

- (1) The Limit of Insurance that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Limit of Insurance, times
- (2) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08), times
- (3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365.

### Example

If:	The applicable Limit of Insurance is:	\$ 100,000
	The annual percentage increase is:	8%
	The number of days since the beginning of the policy year (or last policy change) is:	146
	The amount of increase is:	
	$\$100,000 \times .08 \times 146 \div 365 =$	\$ 3,200

### 3. Replacement Cost

- a. Replacement Cost (without deduction for depreciation) replaces Actual Cash Value in the Loss Condition, Valuation, of this Coverage Form.

- b. This Optional Coverage does not apply to:

- (1) Personal property of others;
- (2) Contents of a residence; or
- (3) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac.

Under the terms of this Replacement Cost Optional Coverage, personal property owned indivisibly by all unit-owners, and the property covered under Paragraph A.1.a.(6) of this Coverage Form, are not considered to be the personal property of others.

- c. You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this Optional Coverage provides if you notify us of your intent to do so within 180 days after the loss or damage.
- d. We will not pay on a replacement cost basis for any loss or damage:
  - (1) Until the lost or damaged property is actually repaired or replaced; and
  - (2) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage.
- e. We will not pay more for loss or damage on a replacement cost basis than the least of (1), (2) or (3), subject to f. below:
  - (1) The Limit of Insurance applicable to the lost or damaged property;
  - (2) The cost to replace the lost or damaged property with other property:
    - (a) Of comparable material and quality; and
    - (b) Used for the same purpose; or
  - (3) The amount actually spent that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost described in e.(2) above is limited to the cost which would have been incurred if the building had been rebuilt at the original premises.

- f. The cost of repair or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

#### 4. Extension Of Replacement Cost To Personal Property Of Others

- a. If the Replacement Cost Optional Coverage is shown as applicable in the Declarations, then this Extension may also be shown as applicable. If the Declarations show this Extension as applicable, then Paragraph 3.b.(1) of the Replacement Cost Optional Coverage is deleted and all other provisions of the Replacement Cost Optional Coverage apply to replacement cost on personal property of others.
- b. With respect to replacement cost on the personal property of others, the following limitation applies:

If an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance.

#### H. Definitions

- 1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- 2. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 3. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

# COMMERCIAL PROPERTY CONDITIONS

This Coverage Part is subject to the following conditions, the Common Policy Conditions and applicable Loss Conditions and Additional Conditions in Commercial Property Coverage Forms.

## A. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Part is void in any case of fraud by you as it relates to this Coverage Part at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

## B. CONTROL OF PROPERTY

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

## C. INSURANCE UNDER TWO OR MORE COVERAGES

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

## D. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

## E. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

## F. NO BENEFIT TO BAILEE

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

## G. OTHER INSURANCE

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

## H. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Part:

1. We cover loss or damage commencing:
  - a. During the policy period shown in the Declarations; and
  - b. Within the coverage territory.
2. The coverage territory is:
  - a. The United States of America (including its territories and possessions);
  - b. Puerto Rico; and
  - c. Canada.

**I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property or Covered Income.
2. After a loss to your Covered Property or Covered Income only if, at time of loss, that party is one of the following:
  - a. Someone insured by this insurance;
  - b. A business firm:
    - (1) Owned or controlled by you; or
    - (2) That owns or controls you; or
  - c. Your tenant.

This will not restrict your insurance.



## CAUSES OF LOSS – SPECIAL FORM

Words and phrases that appear in quotation marks have special meaning. Refer to Section **G**. Definitions.

### A. Covered Causes Of Loss

When Special is shown in the Declarations, Covered Causes of Loss means direct physical loss unless the loss is excluded or limited in this policy.

### B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

#### a. Ordinance Or Law

The enforcement of or compliance with any ordinance or law:

- (1) Regulating the construction, use or repair of any property; or
- (2) Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, Ordinance Or Law, applies whether the loss results from:

- (a) An ordinance or law that is enforced even if the property has not been damaged; or
- (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

#### b. Earth Movement

- (1) Earthquake, including tremors and aftershocks and any earth sinking, rising or shifting related to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;

- (4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in **b.(1)** through **(4)** above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

- (5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

Volcanic Action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

With respect to coverage for Volcanic Action as set forth in **(5)(a)**, **(5)(b)** and **(5)(c)**, all volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic Action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

This exclusion applies regardless of whether any of the above, in Paragraphs **(1)** through **(5)**, is caused by an act of nature or is otherwise caused.

**c. Governmental Action**

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.

**d. Nuclear Hazard**

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

**e. Utility Services**

The failure of power, communication, water or other utility service supplied to the described premises, however caused, if the failure:

- (1) Originates away from the described premises; or
- (2) Originates at the described premises, but only if such failure involves equipment used to supply the utility service to the described premises from a source away from the described premises.

Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Loss or damage caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

But if the failure or surge of power, or the failure of communication, water or other utility service, results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

Communication services include but are not limited to service relating to Internet access or access to any electronic, cellular or satellite network.

**f. War And Military Action**

- (1) War, including undeclared or civil war;

- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**g. Water**

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);

- (2) Mudslide or mudflow;

- (3) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

- (4) Water under the ground surface pressing on, or flowing or seeping through:

- (a) Foundations, walls, floors or paved surfaces;

- (b) Basements, whether paved or not; or

- (c) Doors, windows or other openings; or

- (5) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph (1), (3) or (4), or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.



But if any of the above, in Paragraphs (1) through (5), results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).

**h. "Fungus", Wet Rot, Dry Rot And Bacteria**

Presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria.

But if "fungus", wet or dry rot or bacteria result in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion does not apply:

- (1) When "fungus", wet or dry rot or bacteria result from fire or lightning; or
- (2) To the extent that coverage is provided in the Additional Coverage, Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria, with respect to loss or damage by a cause of loss other than fire or lightning.

Exclusions **B.1.a.** through **B.1.h.** apply whether or not the loss event results in widespread damage or affects a substantial area.

**2. We will not pay for loss or damage caused by or resulting from any of the following:**

**a. Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:**

- (1) Electrical or electronic wire, device, appliance, system or network; or
- (2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

- (a) Electrical current, including arcing;
- (b) Electrical charge produced or conducted by a magnetic or electromagnetic field;
- (c) Pulse of electromagnetic energy; or
- (d) Electromagnetic waves or microwaves.

But if fire results, we will pay for the loss or damage caused by that fire.

**b. Delay, loss of use or loss of market.**

**c. Smoke, vapor or gas from agricultural smudging or industrial operations.**

**d.(1) Wear and tear;**

(2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

(3) Smog;

(4) Settling, cracking, shrinking or expansion;

(5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

(6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.

(7) The following causes of loss to personal property:

(a) Dampness or dryness of atmosphere;

(b) Changes in or extremes of temperature; or

(c) Marring or scratching.

But if an excluded cause of loss that is listed in **2.d.(1)** through **(7)** results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

**e. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.**

**f. Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.**

g. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:

- (1) You do your best to maintain heat in the building or structure; or
- (2) You drain the equipment and shut off the supply if the heat is not maintained.

h. Dishonest or criminal act (including theft) by you, any of your partners, members, officers, managers, employees (including temporary employees and leased workers), directors, trustees or authorized representatives, whether acting alone or in collusion with each other or with any other party; or theft by any person to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion:

- (1) Applies whether or not an act occurs during your normal hours of operation;
- (2) Does not apply to acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives; but theft by your employees (including temporary employees and leased workers) or authorized representatives is not covered.

i. Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

j. Rain, snow, ice or sleet to personal property in the open.

k. Collapse, including any of the following conditions of property or any part of the property:

- (1) An abrupt falling down or caving in;
- (2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
- (3) Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to (1) or (2) above.

But if collapse results in a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion, k., does not apply:

(a) To the extent that coverage is provided under the Additional Coverage, Collapse; or

(b) To collapse caused by one or more of the following:

(i) The "specified causes of loss";

(ii) Breakage of building glass;

(iii) Weight of rain that collects on a roof; or

(iv) Weight of people or personal property.

l. Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion, l., does not apply to damage to glass caused by chemicals applied to the glass.

m. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

3. We will not pay for loss or damage caused by or resulting from any of the following, 3.a. through 3.c. But if an excluded cause of loss that is listed in 3.a. through 3.c. results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss or damage.

b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

c. Faulty, inadequate or defective:

(1) Planning, zoning, development, surveying, siting;

(2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

(3) Materials used in repair, construction, renovation or remodeling; or

(4) Maintenance;

of part or all of any property on or off the described premises.

#### 4. Special Exclusions

The following provisions apply only to the specified Coverage Forms:

##### a. Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, Or Extra Expense Coverage Form

We will not pay for:

(1) Any loss caused by or resulting from:

- (a) Damage or destruction of "finished stock"; or
- (b) The time required to reproduce "finished stock".

This exclusion does not apply to Extra Expense.

(2) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers.

(3) Any increase of loss caused by or resulting from:

(a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or

(b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your Business Income during the "period of restoration" and any extension of the "period of restoration" in accordance with the terms of the Extended Business Income Additional Coverage and the Extended Period Of Indemnity Optional Coverage or any variation of these.

(4) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration".

(5) Any other consequential loss.

##### b. Leasehold Interest Coverage Form

(1) Paragraph B.1.a., Ordinance Or Law, does not apply to insurance under this Coverage Form.

(2) We will not pay for any loss caused by:

- (a) Your cancelling the lease;
- (b) The suspension, lapse or cancellation of any license; or
- (c) Any other consequential loss.

##### c. Legal Liability Coverage Form

(1) The following exclusions do not apply to insurance under this Coverage Form:

- (a) Paragraph B.1.a. Ordinance Or Law;
- (b) Paragraph B.1.c. Governmental Action;
- (c) Paragraph B.1.d. Nuclear Hazard;
- (d) Paragraph B.1.e. Utility Services; and
- (e) Paragraph B.1.f. War And Military Action.

(2) The following additional exclusions apply to insurance under this Coverage Form:

##### (a) Contractual Liability

We will not defend any claim or "suit", or pay damages that you are legally liable to pay, solely by reason of your assumption of liability in a contract or agreement. But this exclusion does not apply to a written lease agreement in which you have assumed liability for building damage resulting from an actual or attempted burglary or robbery, provided that:

- (i) Your assumption of liability was executed prior to the accident; and
- (ii) The building is Covered Property under this Coverage Form.

##### (b) Nuclear Hazard

We will not defend any claim or "suit", or pay any damages, loss, expense or obligation, resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

## 5. Additional Exclusion

The following provisions apply only to the specified property:

### Loss Or Damage To Products

We will not pay for loss or damage to any merchandise, goods or other product caused by or resulting from error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production or use of the product, including planning, testing, processing, packaging, installation, maintenance or repair. This exclusion applies to any effect that compromises the form, substance or quality of the product. But if such error or omission results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

## C. Limitations

The following limitations apply to all policy forms and endorsements, unless otherwise stated:

1. We will not pay for loss of or damage to property, as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section.
  - a. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
  - b. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
  - c. The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
    - (1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
    - (2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.
- d. Building materials and supplies not attached as part of the building or structure, caused by or resulting from theft.

However, this limitation does not apply to:

  - (1) Building materials and supplies held for sale by you, unless they are insured under the Builders Risk Coverage Form; or
  - (2) Business Income Coverage or Extra Expense Coverage.
- e. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.
- f. Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.
- g. Lawns, trees, shrubs or plants which are part of a vegetated roof, caused by or resulting from:
  - (1) Dampness or dryness of atmosphere or of soil supporting the vegetation;
  - (2) Changes in or extremes of temperature;
  - (3) Disease;
  - (4) Frost or hail; or
  - (5) Rain, snow, ice or sleet.
2. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:
  - a. Animals, and then only if they are killed or their destruction is made necessary.
  - b. Fragile articles such as statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to:
    - (1) Glass; or
    - (2) Containers of property held for sale.
  - c. Builders' machinery, tools and equipment owned by you or entrusted to you, provided such property is Covered Property.

However, this limitation does not apply:

    - (1) If the property is located on or within 100 feet of the described premises, unless the premises is insured under the Builders Risk Coverage Form; or

- (2) To Business Income Coverage or to Extra Expense Coverage.
3. The special limit shown for each category, **a.** through **d.**, is the total limit for loss of or damage to all property in that category. The special limit applies to any one occurrence of theft, regardless of the types or number of articles that are lost or damaged in that occurrence. The special limits are (unless a higher limit is shown in the Declarations):
- a. \$2,500 for furs, fur garments and garments trimmed with fur.
  - b. \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semiprecious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.
  - c. \$2,500 for patterns, dies, molds and forms.
  - d. \$250 for stamps, tickets, including lottery tickets held for sale, and letters of credit.

These special limits are part of, not in addition to, the Limit of Insurance applicable to the Covered Property.

This limitation, **C.3.**, does not apply to Business Income Coverage or to Extra Expense Coverage.

4. We will not pay the cost to repair any defect to a system or appliance from which water, other liquid, powder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire-extinguishing equipment if the damage:
- a. Results in discharge of any substance from an automatic fire protection system; or
  - b. Is directly caused by freezing.

However, this limitation does not apply to Business Income Coverage or to Extra Expense Coverage.

#### D. Additional Coverage – Collapse

The coverage provided under this Additional Coverage, Collapse, applies only to an abrupt collapse as described and limited in **D.1.** through **D.7.**

1. For the purpose of this Additional Coverage, Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

2. We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that is insured under this Coverage Form or that contains Covered Property insured under this Coverage Form, if such collapse is caused by one or more of the following:
- a. Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
  - b. Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
  - c. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation.
  - d. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:
    - (1) A cause of loss listed in **2.a.** or **2.b.**;
    - (2) One or more of the "specified causes of loss";
    - (3) Breakage of building glass;
    - (4) Weight of people or personal property; or
    - (5) Weight of rain that collects on a roof.
3. This **Additional Coverage – Collapse** does not apply to:
- a. A building or any part of a building that is in danger of falling down or caving in;
  - b. A part of a building that is standing, even if it has separated from another part of the building; or
  - c. A building that is standing or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
4. With respect to the following property:
- a. Outdoor radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers;

- b. Awnings, gutters and downspouts;
  - c. Yard fixtures;
  - d. Outdoor swimming pools;
  - e. Fences;
  - f. Piers, wharves and docks;
  - g. Beach or diving platforms or appurtenances;
  - h. Retaining walls; and
  - i. Walks, roadways and other paved surfaces;
- if an abrupt collapse is caused by a cause of loss listed in 2.a. through 2.d., we will pay for loss or damage to that property only if:

- (1) Such loss or damage is a direct result of the abrupt collapse of a building insured under this Coverage Form; and
- (2) The property is Covered Property under this Coverage Form.

5. If personal property abruptly falls down or caves in and such collapse is **not** the result of abrupt collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:
- a. The collapse of personal property was caused by a cause of loss listed in 2.a. through 2.d.;
  - b. The personal property which collapses is inside a building; and
  - c. The property which collapses is not of a kind listed in 4., regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this Paragraph 5. does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.

- 6. This Additional Coverage, Collapse, does not apply to personal property that has not abruptly fallen down or caved in, even if the personal property shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
- 7. This Additional Coverage, Collapse, will not increase the Limits of Insurance provided in this Coverage Part.
- 8. The term Covered Cause of Loss includes the Additional Coverage, Collapse, as described and limited in D.1. through D.7.

**E. Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria**

1. The coverage described in E.2. and E.6. only applies when the "fungus", wet or dry rot or bacteria are the result of one or more of the following causes that occur during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence:

- a. A "specified cause of loss" other than fire or lightning; or
- b. Flood, if the Flood Coverage Endorsement applies to the affected premises.

This Additional Coverage does not apply to lawns, trees, shrubs or plants which are part of a vegetated roof.

2. We will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:
- a. Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;
  - b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and
  - c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.
3. The coverage described under E.2. of this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) and Flood which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of \$15,000 even if the "fungus", wet or dry rot or bacteria continue to be present or active, or recur, in a later policy period.

Order: QUANBLFTR  
 Address: 770 Glenside Ct  
 Order Date: 08/12/2017  
 Department: 001 of 15000  
 Home: WbhdDoc

4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot or bacteria cause an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

5. The terms of this Limited Coverage do not increase or reduce the coverage provided under Paragraph F.2. (Water Damage, Other Liquids, Powder Or Molten Material Damage) of this Causes Of Loss form or under the Additional Coverage, Collapse.

6. The following, 6.a. or 6.b., applies only if Business Income and/or Extra Expense Coverage applies to the described premises and only if the "suspension" of "operations" satisfies all terms and conditions of the applicable Business Income and/or Extra Expense Coverage Form:

a. If the loss which resulted in "fungus", wet or dry rot or bacteria does not in itself necessitate a "suspension" of "operations", but such "suspension" is necessary due to loss or damage to property caused by "fungus", wet or dry rot or bacteria, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.

b. If a covered "suspension" of "operations" was caused by loss or damage other than "fungus", wet or dry rot or bacteria but remediation of "fungus", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

## F. Additional Coverage Extensions

### 1. Property In Transit

This Extension applies only to your personal property to which this form applies.

- a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.
- b. Loss or damage must be caused by or result from one of the following causes of loss:
- (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
  - (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the roadbed.
  - (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.
- c. The most we will pay for loss or damage under this Extension is \$5,000.

This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

### 2. Water Damage, Other Liquids, Powder Or Molten Material Damage

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes. This Coverage Extension does not increase the Limit of Insurance.

**3. Glass**

- a. We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.
- b. We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

This Coverage Extension **F.3.** does not increase the Limit of Insurance.

**G. Definitions**

- 1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- 2. "Specified causes of loss" means the following: fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire-extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.
  - a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
    - (1) The cost of filling sinkholes; or
    - (2) Sinking or collapse of land into man-made underground cavities.
  - b. Falling objects does not include loss or damage to:
    - (1) Personal property in the open; or
    - (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
  - c. Water damage means:
    - (1) Accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam; and

- (2) Accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of a water or sewer pipe caused by wear and tear, when the pipe is located off the described premises and is connected to or is part of a potable water supply system or sanitary sewer system operated by a public or private utility service provider pursuant to authority granted by the state or governmental subdivision where the described premises are located.

But water damage does not include loss or damage otherwise excluded under the terms of the Water Exclusion. Therefore, for example, there is no coverage under this policy in the situation in which discharge or leakage of water results from the breaking apart or cracking of a pipe which was caused by or related to weather-induced flooding, even if wear and tear contributed to the breakage or cracking. As another example, and also in accordance with the terms of the Water Exclusion, there is no coverage for loss or damage caused by or related to weather-induced flooding which follows or is exacerbated by pipe breakage or cracking attributable to wear and tear.

To the extent that accidental discharge or leakage of water falls within the criteria set forth in **c.(1)** or **c.(2)** of this definition of "specified causes of loss," such water is not subject to the provisions of the Water Exclusion which preclude coverage for surface water or water under the surface of the ground.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## MARYLAND CHANGES – CONDOMINIUM ADDITIONAL PROVISIONS

This endorsement modifies insurance provided under the following:

### CONDOMINIUM ASSOCIATION COVERAGE FORM

**A.** The following is added:

No act or omission by any unit-owner will void the policy or be a condition to recovery under this policy. But this does not apply to unit-owners acting within the scope of their authority on behalf of the Association or council of unit-owners.

**B.** The **Waiver Of Rights Of Recovery** Loss Condition is replaced by the following:

**Waiver Of Rights Of Recovery**

We waive our rights to recover payment against:

- (1) Any unit-owner described in the Declarations including the developer, and members of his or her household;
- (2) The Association or council of unit-owners; and
- (3) Members of the board of directors for acts or omissions within the scope of their duties for you.

But we reserve our rights to recover from the developer damages for which he or she may be held liable in his or her capacity as a developer.

**C.** Paragraph **b.** of the **Mortgageholders** Additional Condition is replaced by the following:

- b.** If the condominium is terminated, we will pay for covered loss of, or damage to, buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.

In all other respects, we will pay for loss to buildings or structures to you or the designated insurance trustee in accordance with the Loss Payment Loss Condition contained in this Coverage Part.

# GENERAL LIABILITY DECLARATIONS COMMERCIAL GENERAL LIABILITY COVERAGE PART

THIS POLICY IS ISSUED BY THE  
INSURANCE COMPANY OF GREATER NEW YORK

NAMED INSURED <b>OLDE MILL CONDOMINIUM III ASSOCIATION, INC.</b>	EFFECTIVE DATE <b>02/16/2022</b>	POLICY NUMBER <b>6119M94849</b> POLICY PERIOD <b>02-16-2022 to 02-16-2023</b> ENDORSEMENT NUMBER
FORM OF BUSINESS: <b>CORPORATION</b>		
TYPE OF POLICY <b>OCCURRENCE</b>		
LOCATION OF ALL PREMISES YOU OWN/RENT/OCCUPY THAT WE INSURE UNDER THIS POLICY <b>SEE DESIGNATION OF PREMISES SCHEDULE</b>		
THESE DECLARATIONS ARE COMPLETED ON THE ATTACHED COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE(S).		
<b>LIMITS OF INSURANCE</b>		
<b>COVERAGE</b>	<b>LIMIT OF LIABILITY</b>	
<b>AGGREGATE LIMITS OF LIABILITY</b>	_____ <b>\$ 2,000,000</b>	Products/ Completed Operations Aggregate  General Aggregate (other than Products/ Completed Operations)
<b>COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY EACH OCCURRENCE LIMIT</b>	_____ <b>\$ 1,000,000</b>	any one premises
<b>DAMAGE TO PREMISES RENTED TO YOU LIMIT</b>	_____ <b>\$ 100,000</b>	
<b>COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY LIMIT</b>	_____ <b>\$ 1,000,000</b>	any one person or organization
<b>COVERAGE C - MEDICAL PAYMENTS LIMIT</b>	_____ <b>\$ 5,000</b>	any one person
ENDORSEMENTS ATTACHED TO THIS COVERAGE FORM:  <b>SEE SCHEDULE OF FORMS AND ENDORSEMENTS</b>		
TOTAL ANNUAL PREMIUM-THIS COVERAGE PART INCLUDING ANY LIQUOR LIABILITY AND OWNERS & CONTRACTORS:	PREMISES/ OPER _____ <b>\$ 3,205</b>	PROD/ CP/ OPER _____ <b>\$</b>
<b>THIS POLICY CONTAINS AGGREGATE LIMITS; REFER TO SECTION III —LIMITS OF INSURANCE FOR DETAILS.</b>		

**COMMERCIAL GENERAL LIABILITY  
COMMERCIAL GENERAL COVERAGE PART SCHEDULE**

THIS POLICY IS ISSUED BY THE  
**INSURANCE COMPANY OF GREATER NEW YORK**

NAMED INSURED <b>OLDE MILL CONDOMINIUM III ASSOCIATION, INC.</b>		EFFECTIVE DATE <b>02-16-22</b>	POLICY NUMBER <b>6119M94849</b> ENDORSEMENT NUMBER	
CLASS CODE <b>60011</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/001</b>	EXPOSURE <b>20</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>APARTMENT BUILDINGS - GARDEN (PRODUCTS- COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>36.694</b>	<b>734.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>60011</b>	PREMIUM BASIS	PREMISES/OPERATIONS		
LOCATION <b>001/001</b>	EXPOSURE <b>20</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>TERRORISM</b>		<b>.025</b>	<b>18.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/001</b>	EXPOSURE <b>109</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>18.240</b>	<b>1,988.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	

Order: 014001-1110  
Address: 270 Glandorf  
Order Date: 02-12-2022  
Group: 1014001-1110  
Tom: Mike: 500

**COMMERCIAL GENERAL LIABILITY  
COMMERCIAL GENERAL COVERAGE PART SCHEDULE**

THIS POLICY IS ISSUED BY THE  
**INSURANCE COMPANY OF GREATER NEW YORK**

NAMED INSURED <b>OLDE MILL CONDOMINIUM III ASSOCIATION, INC.</b>		EFFECTIVE DATE <b>02-16-22</b>	POLICY NUMBER <b>6119M94849</b> ENDORSEMENT NUMBER	
CLASS CODE <b>62003</b>	PREMIUM BASIS		PREMISES/OPERATIONS	
LOCATION <b>001/001</b>	EXPOSURE <b>109</b>		RATE	PREMIUM
CLASS DESCRIPTION <b>TERRORISM</b>			<b>.025</b>	<b>50.00</b>
			PRODUCTS/COMPL OPERATIONS	
			RATE	PREMIUM
CLASS CODE <b>69999</b>	PREMIUM BASIS		PREMISES/OPERATIONS	
LOCATION <b>001/001</b>	EXPOSURE <b>10</b>		RATE	PREMIUM
CLASS DESCRIPTION <b>EMPLOYERS PRACTICES LIABILITY</b>				<b>100.00</b>
			PRODUCTS/COMPL OPERATIONS	
			RATE	PREMIUM
CLASS CODE <b>44444</b>	PREMIUM BASIS		PREMISES/OPERATIONS	
LOCATION <b>001/001</b>	EXPOSURE <b>5</b>		RATE	PREMIUM
CLASS DESCRIPTION <b>IDENTITY RECOVERY</b>				<b>25.00</b>
			PRODUCTS/COMPL OPERATIONS	
			RATE	PREMIUM

Order: 001/001/001  
Address: 270 Glendon Rd  
Order Date: 02-12-22  
Document No: 6119M94849  
Date: 02/16/22

**COMMERCIAL GENERAL LIABILITY  
COMMERCIAL GENERAL COVERAGE PART SCHEDULE**  
THIS POLICY IS ISSUED BY THE  
**INSURANCE COMPANY OF GREATER NEW YORK**

NAMED INSURED <b>OLDE MILL CONDOMINIUM III ASSOCIATION, INC.</b>		EFFECTIVE DATE <b>02-16-22</b>	POLICY NUMBER <b>6119M94849</b> ENDORSEMENT NUMBER	
CLASS CODE	PREMIUM BASIS <b>Flat Charge</b>	PREMISES/OPERATIONS		
LOCATION	EXPOSURE			
CLASS DESCRIPTION <b>PACKAGE ENDORSEMENT-CONDO &amp; CO-OPS</b>		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	<b>200.00</b>
CLASS CODE	PREMIUM BASIS	PREMISES/OPERATIONS		
LOCATION	EXPOSURE			
CLASS DESCRIPTION		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
CLASS CODE	PREMIUM BASIS	PREMISES/OPERATIONS		
LOCATION	EXPOSURE			
CLASS DESCRIPTION		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	

Order: 014MNU-11K  
 Address: 270 Glenda Ln  
 Order Date: 08-12-2022  
 Downloaded by: [unclear]  
 Name: Mrs. Dixon

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**
- 2. Exclusions**  
This insurance does not apply to:  
**Communicable Disease**  
"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.  
This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:
- Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
  - Testing for a communicable disease;
  - Failure to prevent the spread of the disease; or
  - Failure to report the disease to authorities.
- B. The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**
- 2. Exclusions**  
This insurance does not apply to:  
**Communicable Disease**  
"Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.  
This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:
- Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
  - Testing for a communicable disease;
  - Failure to prevent the spread of the disease; or
  - Failure to report the disease to authorities.

# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

## SECTION I – COVERAGES

### COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and
  - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".



**f. Pollution**

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**q. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

## **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**

### **1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

### **2. Exclusions**

This insurance does not apply to:

#### **a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

#### **b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

#### **c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

#### **d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

#### **e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

#### **f. Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

#### **g. Quality Or Performance Of Goods – Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

#### **h. Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

**i. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

**j. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Recording And Distribution Of Material Or Information In Violation Of Law**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

## COVERAGE C – MEDICAL PAYMENTS

### 1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

### 2. Exclusions

We will not pay expenses for "bodily injury":

#### a. Any Insured

To any insured, except "volunteer workers".

#### b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

#### c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

### d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

### e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

### f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

### g. Coverage A Exclusions

Excluded under Coverage A.

## SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
- The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - This insurance applies to such liability assumed by the insured;
  - The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
  - The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
  - The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
  - The indemnitee:
    - Agrees in writing to:
      - Cooperate with us in the investigation, settlement or defense of the "suit";
      - Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
      - Notify any other insurer whose coverage is available to the indemnitee; and
      - Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
    - Provides us with written authorization to:
      - Obtain records and other information related to the "suit"; and
      - Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
- An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage C;

b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage B.



3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A; and
  - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

##### 1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

##### 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
  - (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

##### 3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

#### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

##### b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
  - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I — Coverage A — Bodily Injury And Property Damage Liability.
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

##### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

#### 5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

#### 6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:

- (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
- (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
- (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
  - (a) When all of the work called for in your contract has been completed.
  - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
  - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a) You;
  - (b) Others trading under your name; or
  - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## MARYLAND CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCT WITHDRAWAL COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A.** Paragraphs **2.** and **3.** of the **Cancellation** Common Policy Condition are replaced by the following:
- 2.** When this Policy has been in effect for 45 days or less and is not a renewal policy, we may cancel this Coverage Part by mailing to the first Named Insured, at the last mailing address known to us, written notice of cancellation, stating the reason for cancellation, at least:
    - a.** 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
    - b.** 15 days before the effective date of cancellation if we cancel because the risk does not meet our underwriting standards.
  - 3.** When this Policy has been in effect for more than 45 days or is a renewal policy, we may cancel this Policy by mailing to the first Named Insured, at the last mailing address known to us, written notice of cancellation at least:
    - a.** 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
    - b.** 45 days before the effective date of cancellation if we cancel for a permissible reason other than nonpayment of premium, stating the reason for cancellation. Under this Paragraph **b.**, we may cancel only for one or more of the following reasons:
      - (1)** When there exists material misrepresentation or fraud in connection with the application, policy, or presentation of a claim.
      - (2)** A change in the condition of the risk that results in an increase in the hazard insured against.
- (3)** A matter or issue related to the risk that constitutes a threat to public safety.
- If we cancel pursuant to Paragraph **3.b.**, you may request additional information on the reason for cancellation within 30 days from the date of our notice.
- B.** Paragraph **5.** of the **Cancellation** Common Policy Condition is replaced by the following:
- 5.** If this Policy is cancelled, we will send the first Named Insured any premium refund due.
    - a.** The refund will be pro rata if:
      - (1)** We cancel; or
      - (2)** The Policy is not a renewal policy, and the first Named Insured cancels upon receiving written notice that we recalculated the premium based on the discovery of a material risk factor during the first 45 days the Policy has been in effect.
    - b.** If the first Named Insured cancels, other than the cancellation described in Paragraph **a.(2)**, the refund will be calculated as follows:
      - (1) Policies Written For One Year Or Less**

We will refund 90% of the pro rata unearned premium.
      - (2) Policies Written For More Than One Year**
        - (a)** If the Policy is cancelled in the first year, we will refund 90% of the pro rata unearned premium for the first year, plus the full annual premium for subsequent years.
        - (b)** If the Policy is cancelled after the first year, we will refund the pro rata unearned premium.

**(3) Continuous And Annual Premium Payment Policies**

We will refund 90% of the pro rata unearned premium for the year in which the Policy is cancelled.

We will retain the minimum premium, except if the Policy is cancelled as of the inception date.

However, if this Policy is financed by a premium finance company and we or the premium finance company or the first Named Insured cancels the Policy, the refund will consist of the gross unearned premium computed pro rata, excluding any expense constant, administrative fee or nonrefundable charge filed with and approved by the insurance commissioner.

The cancellation will be effective even if we have not made or offered a refund.

**C. Paragraph 6. of the Cancellation Common Policy Condition is replaced by the following:**

6. We will send notice of cancellation to the first Named Insured by a "first-class mail tracking method" if:
  - a. We cancel for nonpayment of premium; or
  - b. This Policy is not a renewal of a policy we issued and has been in effect for 45 days or less.

We will send notice to the first Named Insured by a "first-class mail tracking method" or by commercial mail delivery service if we cancel for a reason other than nonpayment of premium and this Policy:

- a. Is a renewal of a policy we issued; or
- b. Has been in effect for more than 45 days.

We will maintain proof of mailing in a form authorized or accepted by the United States Postal Service or by other commercial mail delivery service when such service is used. Proof of mailing will be sufficient proof of notice.

**D. The following condition is added and supersedes any provisions to the contrary:**

**When We Do Not Renew**

1. We may elect not to renew this Policy by mailing notice of nonrenewal to the first Named Insured at the last mailing address known to us at least 45 days before the expiration date of this Policy.
2. We will send notice of nonrenewal to the first Named Insured by a "first-class mail tracking method" or by commercial mail delivery service. We will maintain proof of mailing in a form authorized or accepted by the United States Postal Service or by other commercial mail delivery service when such service is used. Proof of mailing will be sufficient proof of notice.
3. When we elect not to renew a policy that has been in effect for more than 45 days for a reason other than nonpayment of premium, we will provide a written statement of the actual reason for the refusal to renew. You may request additional information within 30 days from the date of our notice.
4. If we offer to renew at least 45 days before the renewal date and you fail to make the required premium payment by the renewal date, the Policy will terminate on the renewal date for nonpayment of premium.

**E. The following definition is added:**

"First-class mail tracking method" means a method that provides evidence of the date that a piece of first-class mail was accepted for mailing by the United States Postal Service, including a certificate of mail and an electronic mail tracking system used by the United States Postal Service.

"First-class mail tracking method" does not include a certificate of bulk mailing.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# EXCLUSION – DESIGNATED PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Description Of Professional Services	
1.	ALL PROFESSIONAL SERVICES
2.	
3.	
4.	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to any professional services shown in the Schedule, the following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to the rendering of or failure to render any professional service.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## TOTAL POLLUTION EXCLUSION WITH A BUILDING HEATING, COOLING AND DEHUMIDIFYING EQUIPMENT EXCEPTION AND A HOSTILE FIRE EXCEPTION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

This insurance does not apply to:

#### f. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to:

- (a) "Bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests; or
- (b) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:
- (i) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or

- (ii) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **MARYLAND CHANGES – PREMIUM AUDIT CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
PRODUCT WITHDRAWAL COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

Paragraph **b.** of the **Premium Audit Condition Section IV** is replaced by the following:

**Premium Audit**

- b.** Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is 30 days from the date of the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

# **GNY INSURANCE COMPANIES**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

## **BASIC CONSTRUCTION EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This insurance does not apply to "bodily injury" or "property damage" arising out of construction or demolition operations which are performed by or on behalf of the Named Insured in the course of any job which involves the new construction or demolition of any load bearing wall, floor, ceiling or roof of a building or structure, provided, however, that nothing herein limits, prohibits or restricts insurance coverage for the repair, alteration, maintenance or refurbishing of a load bearing wall, floor, ceiling or roof.

Order: QJ4NPL17K  
Address: 270 Glenda Ct  
Order Date: 08-12-2022  
Document not for resale  
HomeAdvisor Inc

POLICY NUMBER: 6119M94849  
POLICY PERIOD: 02/16/2022 - 02/16/2023

## GNV INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE	
Coverage	Additional Premium
"Hired Auto" Liability	\$40
"Non-Owned Auto" Liability	\$40

#### "Hired Auto" and "Non-Owned Auto" Liability

A. Insurance is provided only for those coverages for which a specific premium charge is shown in the Declarations or in the Schedule.

1. "Hired Auto" Liability

The insurance provided under Coverage A of the Commercial General Liability Coverage Form, applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

2. "Non-Owned Auto" Liability

The insurance provided under Coverage A of the Commercial General Liability Coverage Form applies to "bodily injury" or "property damage" arising out of the use of any "non-owned auto" in your business by any person other than you.

B. The following applies only to insurance provided by Paragraph A. of this endorsement:

1. The exclusions under the Commercial General Liability Coverage Form, other than Exclusions a., b., d., f. and i. are deleted and replaced by the following:

a. "Bodily injury" to an "employee" of the insured arising out of and in the course of:

(1) Employment by the insured; or

(2) Performing duties related to the conduct of the insured's business.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the insured under an "insured contract".

b. "Property damage" to:

(1) Property owned or being transported by, or rented or loaned to the insured; or

(2) Property in the care, custody or control of the insured.

2. **SECTION II - WHO IS AN INSURED** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by the following:

Each of the following is an insured under this endorsement to the extent set forth below:

- a. You;
- b. Any other person using a "hired auto" with your permission;
- c. For a "non-owned auto", any partner or "executive officer" of yours, but only while such "non-owned auto" is being used in your business; and
- d. Any other person or organization, but only for their liability because of acts or omissions of an insured under a., b. or c. above.

None of the following is an insured:

- a. Any person engaged in the business of his or her employer for "bodily injury" to any co-"employee" of such person injured in the course of employment;
- b. Any partner or "executive officer" for any "auto" owned by such partner or officer or a member of his or her household;
- c. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;
- d. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee;
- e. Any person or organization for the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

C. The following additional definitions apply:

1. "Auto Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
2. "Hired-Auto" means any "auto" you lease, hire or borrow. "Hired Auto" does not include any "auto" you lease, hire or borrow:
  - a. From any of your "employees" or members of their households, or from any partner "executive officer" of yours, or
  - b. For a period of six months or more.
3. "Non-Owned Auto" means any "auto" you do not own, lease, hire or borrow that is used in connection with your business. However, if you are a partnership, a "non-owned auto" does not include any "auto" owned by any partner.

D. The coverage provided by this endorsement does not apply to:

Any obligation or liability for any injury, loss, cost, damage or expense:

- a. Under Section C., Medical Payments;
- b. Imposed by No-fault law;
- c. For personal injury protection coverage;
- d. For underinsured or uninsured motorists coverage;
- e. Imposed by any financial responsibility law; or
- f. Imposed by Laws or Coverages related to first-party coverage; or
- g. Similar coverage or law.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION FOR PUNITIVE DAMAGES AND SIMILAR AWARDS AND PENALTIES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A. The following exclusion is added to Paragraph 2., **Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions** of **Section I – Coverage B– Personal And Advertising Injury Liability**:

**2. Exclusions**

This insurance does not apply to:

**Punitive Damages and Similar Awards and Penalties**

Any liability for fines, penalties, “punitive damages,” exemplary damages, treble, or multiple damages directly or vicariously assessed against the Insured.

- B. The following definition is added to the **Definitions** Section:

“**Punitive damages**” means damages that may be imposed to punish a wrongdoer, to deter others from similar conduct, or both.

- C. **Defense.** If a suit is brought against an Insured seeking compensatory damages covered by this policy, as well as sums excluded by this endorsement, we will defend the “suit.” However, we will have no obligation to pay for any interest under subparagraph 1. g. of the **SUPPLEMENTARY PAYMENTS** provision attributable to any sum excluded by this endorsement.

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**COMMERCIAL EMPLOYMENT PRACTICES  
LIABILITY INSURANCE COVERAGE PART  
SUPPLEMENTAL DECLARATIONS**

INSURANCE COMPANY OF GREATER NEW YORK

Agent #: 0020028

Policy Number: 6119M94849  
 Account Number: 19M9484922  
 Named Insured: OLDE MILL CONDOMINIUM III

**NOTICE**

- EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THE COVERAGE OF THIS COVERAGE PART IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS OR SUITS THAT ARE FIRST MADE AGAINST THE INSUREDS DURING THE EPL COVERAGE PERIOD AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN. VARIOUS PROVISIONS IN THIS COVERAGE PART RESTRICT COVERAGE. PLEASE READ THE ENTIRE COVERAGE PART CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.
- THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS UNDER THIS COVERAGE PART SHALL BE REDUCED BY AMOUNTS INCURRED FOR LEGAL DEFENSE. AMOUNTS INCURRED FOR LEGAL DEFENSE SHALL BE APPLIED AGAINST THE DEDUCTIBLE AMOUNT.

<b>EPL Coverage Period:</b>	From: 02-16-2022 To: 02-16-2023	At 12:01 A.M. Standard Time at your mailing address shown on the Declarations page of this policy
<b>EPL Aggregate Limit of Liability:</b>	\$ 100,000	Aggregate for all "loss" combined, including "defense costs".
<b>EPL Deductible Amount:</b>	\$ 10,000	For "loss" arising from claims or suits alleging the same "wrongful employment act" or "related wrongful employment acts".
<b>EPL Original Inception Date:</b>	02-16-2021	(Enter "original inception date".) If no date is shown, "we" will consider the "original inception date" to be the same as the beginning of this Coverage Part.

This insurance does not apply to "loss" arising out of a "wrongful employment act" that: (1) commences on or takes place prior to the "original inception date" shown here, or (2) arises out of incidents or circumstance of which "you" had knowledge prior to the "original inception date" shown.

<b>EPL COVERAGE PREMIUM:</b>	\$ 100
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Order: 014NUL1-TK  
 Address: 270 Claudia Ct  
 Order Date: 05-12-2022  
 Document not for resale  
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**THIS IS A CLAIMS-MADE AND REPORTED COVERAGE PART.**

## EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE PART - MARYLAND

Throughout this Coverage Part (hereinafter referred to as "EPL Coverage Part"), the words "you" and "your" refer to the "named insured(s)" shown in the Supplemental Declarations of this EPL Coverage Part and any other person(s) or organization(s) qualifying as a "named insured" under this EPL Coverage Part. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under SECTION III. WHO IS AN INSURED. Other words and phrases that appear in "quotations" have special meaning. Refer to SECTION VII. DEFINITIONS.

The terms and conditions of the Cancellation Clause of the Common Policy Conditions, IL 00 17 are hereby incorporated herein and shall apply to coverage as is afforded by this EPL Coverage Part, unless specifically stated otherwise in an endorsement(s) attached hereto.

### SECTION I. WHAT IS COVERED

#### A. Insuring Agreement

1. "We" shall pay those "losses" arising out of "your" "wrongful employment act" against "your" "employees", "recognized volunteers" and applicants for employment to which this insurance applies. The "wrongful employment act" must commence or take place after the "original inception date", but before the end of the "EPL coverage period". A "claim" or "suit" for a "wrongful employment act" must be first made against "you" during the "EPL coverage period" or any Extended Reporting Period (if applicable) and reported to "us" pursuant to the terms of this EPL Coverage Part.
2. A "claim" or "suit" by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:
  - a. When written notice of such "claim" or "suit" is received and recorded by any "insured" or by "us", whichever comes first; or
  - b. When "we" make any settlement in accordance with the terms of this EPL Coverage Part.

#### B. Defense

1. "We" have the right and duty to defend and appoint an attorney to defend any "claim" or "suit" brought against any "insured" for a "wrongful employment act" to which this insurance applies, even if the "claim" or "suit" is groundless or fraudulent.

2. "We" have the right to investigate and settle any "claim" or "suit" that "we" believe is proper. "You" shall be entitled to effectively associate in the defense of any "claim".
  3. "We" shall pay all reasonable costs "we" ask the "insured" to incur while helping "us" investigate or defend a "claim" or "suit". "We", however, will not pay more than \$100 per day for earnings lost by the "insured" because of time taken off from work.
  4. "We" shall pay premiums for appeal bonds, or bonds to release property being used to secure a legal obligation, for a covered "suit". "We" shall only pay, however, for bonds valued up to "our" Aggregate EPL Limit of Liability. "We" shall have no obligation to appeal or to obtain these bonds.
  5. Payments for "defense costs" are included within the Aggregate EPL Limit of Liability. They are not in addition to the Aggregate EPL Limit of Liability. "Our" duty to defend or to make payment of any "claim" or "suit" pursuant to paragraphs 1-4 above, ends after the Aggregate EPL Limit of Liability has been exhausted by payment of "loss", including "defense costs".
  6. "We" shall pay all interest on that amount of any judgment within the Aggregate EPL Limit of Liability:
    - a. which accrues after entry of judgment; and
    - b. before "we" pay, offer to pay, or deposit in court that part of the judgment within the Aggregate EPL Limit of Liability.
- These interest payments are included within "our" Aggregate EPL Limit of Liability.

### C. Transfer of Control

1. "You" may take over control of any outstanding "claim" or "suit" previously reported to "us", but only if "we", in "our" sole discretion, decide that you should, or if a court orders "you" to do so.
2. Notwithstanding subsection 1 of this Clause C, in all events, if the Aggregate EPL Limit of Liability is exhausted, "we" will notify "you" of all outstanding "claims" or "suits" and "you" will take over control of the defense. "We" will help transfer control of the "claims" and "suits" to "you".
3. "We" shall take whatever steps are necessary to continue the defense of any outstanding "claim" or "suit" and avoid a default judgment during the transfer of control to "you". If "we" do so, "we" shall not waive or give up any of "our" rights. "You" shall pay all reasonable expenses "we" incur for taking such steps after the Aggregate EPL Limit of Liability is exhausted.

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## SECTION II. EXCLUSIONS—WHAT IS NOT COVERED

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This insurance does not apply to:

### A. Profit or Advantage

Any liability arising out of the gaining of any profit or advantage to which an "insured" was not legally entitled. However, to the extent that a "claim" or "suit" is otherwise covered under this EPL Coverage Part, we will defend a "claim" or "suit" asserting that an "insured" gained a profit or advantage to which the "insured" was not legally entitled, until such time as the "insured" is determined to have gained a profit or advantage to which the "insured" was not legally entitled;

### B. Criminal Acts

Any liability arising out of any dishonest, fraudulent, criminal, or malicious act by or at the direction of any "insured". However, to the extent that a "claim" or "suit" is otherwise covered under this EPL Coverage Part we will defend a "claim" or "suit" asserting a dishonest, fraudulent, criminal or malicious act until such time as the "insured" is determined to have committed such dishonest, fraudulent, criminal or malicious act;

The "wrongful employment act(s)" of an "insured" shall not be imputed to any other "insured" for the purpose of determining the applicability of the foregoing exclusions A and B.

### C. "Property Damage"

Any liability arising out of "property damage";

### D. "Bodily Injury"

Any liability arising out of "bodily injury";

### E. Worker's Compensation, Social Security and Unemployment, Disability and Retirement Benefits

Any liability arising out of any obligation pursuant to any worker's compensation, disability benefits, unemployment compensation, unemployment insurance, retirement benefits, social security benefits or similar law. This exclusion, however, shall not apply to "loss" arising from a "claim" or "suit" for "retaliation";

### F. Contractual Liability

Any liability arising out of any actual or alleged contractual liability of any "insured" under any express contract or agreement. This exclusion, however, shall not apply to the extent any liability does not arise under such express contract or agreement;

### G. ERISA, COBRA, WARN, OSHA and NLRA

Any liability arising out of the "insured's" failure to fulfill any responsibility, duty or obligation imposed by the Employment Retirement Income Security Act of 1974 (ERISA), Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), Workers' Adjustment and Retraining Notification Act, Public Law 100-379 (1988) (WARN), Occupational Safety and Health Act (OSHA), National Labor Relations Act of 1947 (NLRA), any rules or regulations of the foregoing promulgated thereunder, and amendments thereto or any similar provisions of any federal, state, or local statutory or common law. This exclusion, however, shall not apply to "loss" arising from a "claim" or "suit" for "retaliation";

### H. FLSA

Any liability arising out of any obligation under the Fair Labor Standards Act, or any violations of any federal, state, local or foreign statutory law or common law that governs the same topic or subject and any rules, regulations and amendments thereto (except the Equal Pay Act). This exclusion, however, shall not apply to "loss" arising from a "claim" or "suit" for "retaliation";

Any liability arising out of claims for unpaid wages or overtime pay for hours actually worked or labor actually performed by any "employee" of the "insured", for improper payroll deductions or any violations of any federal, state, local or foreign statutory law or common law that governs the same topic or subject and any rules, regulations and amendments thereto.

### I. Non-Monetary Relief

That part of any "claim" or "suit" seeking any non-monetary relief, including but not limited to: (1) injunctive relief; (2) declaratory relief; (3) disgorgement; (4) job reinstatement; (5) costs or expenses

incurred in accommodating any disabled person, pursuant to the Americans with Disabilities Act of 1990 (ADA), including amendments to that law or similar federal, state or local statutory or common law; (6) any liability or costs incurred in connection with any educational, sensitivity or other corporate program, policy or seminar relating to a "claim" or "suit" alleging discrimination or other "wrongful employment act"; or (7) other equitable remedies, including as to all of the above, the cost of compliance therewith; provided, however, if such request for non-monetary relief is part of an otherwise covered "claim" or "suit", "we" will not seek to allocate "defense costs" for the portion of the "claim" or "suit" seeking non-monetary relief;

**J. Certain "Insureds"**

Any "claim" or "suit" brought by any "insured". This exclusion, however, shall not apply to a "claim" or "suit" brought by an "employee" of the "insured", other than an "employee" who is or was a director of the "insured";

**K. Prior Knowledge**

Any liability arising out of incidents, circumstances or "wrongful employment acts", which an "insured", prior to the "original inception date" as shown in the Supplemental Declarations of this EPL Coverage Part, had knowledge or which an "insured" could have reasonably foreseen might result in a "claim" or "suit";

**L. Prior Notice**

Any liability arising out of the facts alleged, or to the same or "related wrongful employment acts" alleged or contained in any "claim" or "suit" which has been reported, or in any circumstances of which notice has been given, under any policy of which this EPL Coverage Part is a renewal or replacement or which it may succeed in time;

**M. Securities Holder**

Any "claim" or "suit" brought by a securities holder of the "insured" in their capacity as such, whether directly, derivatively on behalf of the "insured", or by class action;

**N. Outside Boards**

Any liability arising out of any actual or alleged act or omission of an "insured" serving in any capacity, other than as a director, officer or "employee" of the "insured" entity.

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**SECTION III. WHO IS AN INSURED**

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**A. Individual**

If "you" are shown in the Supplemental Declarations of this EPL Coverage Part as an individual, "you" and "your" spouse are "insureds", only for the conduct of a business of which "you" are the sole owner.

**B. Corporation**

If "you" are shown in the Supplemental Declarations of this EPL Coverage Part as a corporation or organization other than a partnership or joint venture, "you" and "your" "subsidiaries" are "insureds".

**C. Partnership or Joint Venture**

If "you" are shown in the Supplemental Declarations of this EPL Coverage Part as a partnership or joint venture, "you" are an "insured". "Your" partners or co-venturers and their spouses are also "insureds", but only for the conduct of "your" business.

**D. "Employees"**

"Your" "employees", executive officers and directors are "insureds", only for the conduct of "your" business within the scope of their employment or their duties as executive officers or directors.

**E. Extensions**

1. Subject otherwise to the terms hereof, this EPL Coverage Part shall cover "loss" arising from any "claims" or "suits" made against the estates, heirs, or legal representative of deceased individual "insureds", and the legal representatives of individual "insureds", in the event of incompetency, who were individual "insureds" at the time the "wrongful employment acts", upon which such "claims" or "suits" are based, were committed.
2. Subject otherwise to the terms hereof, this EPL Coverage Part shall cover "loss" arising from all "claims" and "suits" made against the lawful spouse (whether such status is derived by reason of statutory law, common law or otherwise of any applicable jurisdiction in the world) of an individual "insured", including a "claim" or "suit" that seeks damages recoverable from marital community property, property jointly held by the individual "insured" and the spouse, or property transferred from the individual "insured" to the spouse; provided, however, that this extension shall not afford coverage for a "claim" or "suit" arising out of any "wrongful employment act" of the spouse, but shall apply only to "claims" or "suits" arising out of any "wrongful employment acts" of an individual "insured", subject to this EPL Coverage Part's terms, conditions and exclusions.

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**SECTION IV. LIMIT OF LIABILITY  
(including "defense costs")**

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- A.** The Aggregate EPL Limit of Liability shown in the Supplemental Declarations of this EPL Coverage Part and the information contained in this section limits the most "we" shall pay for all "loss" arising out of "claims" and "suits" first made against "insureds" during the "EPL coverage period" or Extended Reporting Period (if applicable), regardless of:

Address: 270 Glendon Ct  
Order Date: 08-12-2020  
Document not for resale  
Home Medical Inc

1. the number of persons or organizations covered by this EPL Coverage Part; or
  2. the number of "claims" made or "suits" brought; or
  3. the length of the "EPL coverage period".
- B. The Aggregate EPL Limit of Liability is the most "we" shall pay for all "losses" covered under this EPL Coverage Part, including amounts incurred for "defense costs".
- C. The Aggregate EPL Limit of Liability for the Extended Reporting Period shall be part of, and not in addition to the Aggregate EPL Limit of Liability for the "EPL coverage period".
- D. All "claims" and "suits" arising from the same or "related wrongful employment acts" shall be treated as arising out of a single "wrongful employment act".
- E. All "claims" or "suits" arising out of one "wrongful employment act" shall be deemed to be made on the date that the first such "claim" is made or "suit" is brought. All "claims" asserted in a "class action suit" will be treated as arising out of a single "wrongful employment act".
- F. Any "claim" or "suit" which is made subsequent to the "EPL coverage period" or Extended Reporting Period (if applicable) which, pursuant to Section VI, Clause D(3) and (4) is considered made during the "EPL coverage period" or Extended Reporting Period shall also be subject to the one Aggregate EPL Limit of Liability stated in the Supplemental Declarations of this EPL Coverage Part.

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## SECTION V. DEDUCTIBLE

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"You" shall be responsible for the deductible amount shown in the Supplemental Declarations of this EPL Coverage Part with respect to each "claim" and "suit" and "you" may not insure against it. A single deductible amount shall apply to "loss" arising from all "claims" and "suits" alleging the same "wrongful employment act" or "related wrongful employment acts". Expenses "we" incur in investigating, defending and settling "claims" and "suits" are included in the deductible. The deductible is not included within the Aggregate EPL Limit of Liability.

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## SECTION VI. CONDITIONS

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"We" have no duty to provide coverage under this EPL Coverage Part, unless there has been full compliance with all the Conditions contained in this EPL Coverage Part.

### A. Assignment

The interest of any "insured" is not assignable. "You" cannot assign or transfer "your" interest in this EPL Coverage Part without "our" written consent attached to the EPL Coverage Part.

### B. Bankruptcy or Insolvency

"Your" bankruptcy, insolvency or inability to pay, will not relieve "us" from the payment of any "claim" or "suit" covered by this EPL Coverage Part.

Under no circumstances will "your" bankruptcy, insolvency, or inability to pay require "us" to drop down, in any way replace, or assume any of "your" obligations with respect to the Deductible provisions of this EPL Coverage Part.

### C. Coverage Territory

"We" cover "wrongful employment acts" in the United States of America, its territories and possessions, Puerto Rico, or Canada, but only if the "claim" is made and the "suit" is brought for such "wrongful employment act" in the United States of America, its territories and possessions, Puerto Rico, or Canada.

### D. Duties in the Event of an Incident, "Claim" or "Suit"

1. If, during the "EPL coverage period", incidents or events occur which "you" reasonably believe may give rise to a "claim" or "suit" for which coverage may be provided hereunder, such belief being based upon either written notice from the potential claimant or the potential claimant's representative; or notice of a complaint filed with EEOC, DOL or OFCCP (or similar federal, state or local agency); or upon a contemporaneously made memorandum of an oral "claim", allegation or threat, "you" shall give written notice to "us" as soon as practicable and either:
  - a. anytime during the "EPL coverage period" or the Extended Reporting Period (if applicable); or
  - b. within thirty (30) days after the end of the "EPL coverage period" or Extended Reporting Period (if applicable), as long as such "claim" or "suit" is reported no later than thirty (30) days after the date such "claim" or "suit" was first made against an "insured".
2. If a "claim" is made or a "suit" is brought against any "insured", "you" must:
  - a. Immediately record the specifics of the "claim" or "suit" and the date received; and
  - b. Provide "us" with written notice, as described in subsection 3. below, as soon as practicable.
3. Such written notice of "claim" or "suit" shall contain:
  - a. The identity of the person(s) alleging a "wrongful employment act";
  - b. The identity of the "insured(s)" who allegedly were involved in the incidents or events;
  - c. The date the alleged incidents or events took place; and
  - d. The written notice or contemporaneously prepared memorandum referred to above.

If written notice is given to "us" during the "EPL coverage period" or Extended Reporting Period (if applicable), pursuant to the above requirements, then any "claim" or "suit" which is subsequently made against any "insureds" and reported to "us" alleging, arising out of, based upon or attributable to such circumstances or alleging any "related wrongful employment act" to such circumstances, shall be considered made at the time such notice of such circumstances was first given.

4. If "you" submit written notice of a "claim" or "suit", pursuant to this Clause D, then any "claim" or "suit" that may subsequently be made against an "insured" and reported to "us" alleging the same or a "related wrongful employment act" to the "claim" or "suit" for which such notice has been given shall be deemed, for the purpose of this insurance, to have been first made during the "EPL coverage period" in effect at the time such written notice was first submitted to "us".
5. "You" and any other "insured" must:
  - a. Immediately send "us" copies of any demands, notices, summonses or legal papers received in connection with any "claim" or "suit";
  - b. Authorize "us" to obtain records and other information;
  - c. Cooperate with "us" in the investigation, settlement or defense of the "claim" or "suit";
  - d. Assist "us", upon "our" request, in the enforcement of any right against any person or organization which may be liable to the "insured" because of injury or damage to which this insurance may also apply;
  - e. Take no action, or fail to take any required action, that prejudices the rights of the "insureds" or "us" with respect to such "claim" or "suit".
6. No "insureds" will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without "our" prior written consent.

**E. Transfer of Rights of Recovery Against Others to "Us"**

"You" may be able to recover all or part of a "loss" from someone other than "us". "You", therefore, shall do all that is possible after a "loss" to preserve any such right of recovery. If "we" make a payment under this EPL Coverage Part, that right of recovery shall belong to "us". "You" shall do whatever is necessary, including signing documents, to help "us" obtain that recovery.

**F. Extended Reporting Period**

1. Solely with respect to this EPL Coverage Part and except as indicated below, if "you" shall cancel or "we" shall cancel for any reason other than for non-payment of premium, or "you" or "we" shall refuse to renew this EPL Coverage Part, "you" shall have the right, upon payment of an additional premium of 175% of the full annual premium applicable to this EPL Coverage Part, to buy an Extended Reporting Period Endorsement, providing an Extended Reporting Period of three (3) years following the effective date of the cancellation or nonrenewal, in which to give "us" written notice of "claims" first made or "suits" first brought against the "insureds" during said Extended Reporting Period for any "wrongful employment acts" which take place after the "original inception date" and before the end of the "EPL coverage period" and are otherwise covered by this EPL Coverage Part.

To obtain an Extended Reporting Period Endorsement, "you" must request it in writing and pay the additional premium due, within thirty (30) days of the effective date of cancellation or non-renewal.

2. The Extended Reporting Period Endorsement cannot be canceled by either party, except for nonpayment of premium. The additional premium for the Extended Reporting Period shall be fully earned at the inception of the Extended Reporting Period and this EPL Coverage Part cannot be cancelled after such additional premium is paid. If "we" do not receive the written request as required, "you" may not exercise this right at a later date.
3. This insurance, provided during the Extended Reporting Period, is excess over any other valid and collectible insurance that begins or continues in effect after the Extended Reporting Period Endorsement becomes effective, whether the other insurance applies on a primary, excess, contingent, or any other basis.
4. This Clause F and the rights contained herein shall not apply to any cancellation resulting from non-payment of premium.
5. In the event of a "Transaction", as defined in Clause G below, the "named insured" shall have the right, within thirty (30) days before the end of the "EPL coverage period", to request an offer from "us" of an Extended Reporting Period (with respect to "wrongful employment acts" which take place after the "original inception date" and prior to the effective time of the "Transaction"). We shall offer such Extended Reporting Period pursuant to such terms, conditions, and premium as we may reasonably decide. In the event of a "Transaction", the right to an Extended Reporting Period shall not otherwise exist except as indicated in this paragraph.

Order: 014NBLP115  
Address: 270 Glendon Ct  
Orlando, FL 32802  
You may not forward  
this document

### G. Change in Control of "Named Insured"

If during the "EPL coverage period":

1. the "named insured" shall consolidate with or merge into, or sell all or substantially all of its assets to any other person or entity or group of persons or entities acting in concert; or
2. any person or entity or group of persons or entities acting in concert shall acquire an amount of the outstanding securities representing more than fifty (50%) percent of the voting power for the election of directors or General Partners of the "named insured" (in the event the "named insured" is a Partnership), or acquires the voting rights of such an amount of such securities; or
3. a General Partner of the "named insured" (in the event the "named insured" is a partnership) withdraws, resigns or is terminated;

(any of the above events herein referred to as the "Transaction"),

then this EPL Coverage Part shall continue in full force and effect as to "wrongful employment acts" occurring after the "original inception date" and prior to the effective time of the "Transaction", but there shall be no coverage afforded by any provision of this EPL Coverage Part for any actual or alleged "wrongful employment acts" occurring after the effective time of the "Transaction". This EPL Coverage Part may not be canceled after the effective time of the "Transaction" and the entire premium for this EPL Coverage Part shall be deemed earned as of such time. "You" shall also have the right to an offer by "us" of an Extended Reporting Period described in Clause F of this EPL Coverage Part.

"You" shall give "us" written notice of the "Transaction" as soon as practicable, but not later than thirty (30) days after the effective date of the "Transaction".

### H. Legal Action Against "Us"

No person or organization has the right to join "us" as a party or otherwise bring "us" into a "suit" asking for damages from an "insured".

### I. Other Insurance

Unless expressly written to be excess over other applicable insurance, it is intended that the insurance provided by this EPL Coverage Part shall be primary.

### J. EPL Coverage Part Changes

This EPL Coverage Part contains all the agreements between "you" and "us" concerning this insurance. The first "named insured" in the Supplemental Declarations of this EPL Coverage Part is authorized to request changes in this EPL Coverage Part. This EPL Coverage Part can only be changed by a written endorsement "we" issue and make part of this EPL Coverage Part.

### K. Representations

Any and all relevant provisions of this EPL Coverage Part may be voidable by "us" in any case of fraud, intentional concealment, or misrepresentation of material fact by any "insured".

### L. Special Rights and Duties of the "Named Insured"

"You" agree that when there is more than one person and/or entity covered under this EPL Coverage Part, the first "named insured" in the Supplemental Declarations of this EPL Coverage Part shall act on behalf of all "insureds" as to:

1. Giving of notice of a "claim" or "suit";
2. Giving and receiving notice of cancellation or nonrenewal;
3. Payment of premiums and receipt of return premiums;
4. Acceptance of any endorsements issued to form a part of this EPL Coverage Part; or
5. Purchasing or deciding not to purchase the Extended Reporting Period Endorsement.

### M. Headings

The descriptions in the headings of this EPL Coverage Part are solely for convenience, and form no part of the terms and conditions of coverage.

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## SECTION VII. DEFINITIONS

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- A. "Bodily injury" means physical injury, sickness, or disease, including death resulting therefrom.
- B. "Claim" means a written demand for money. The term "claim" shall also mean an Equal Employment Opportunity Commission (EEOC), Department of Labor (DOL) or Office of Federal Contract Compliance Program (OFCCP) (or similar federal, state or local agency) proceeding or investigation commenced by the filing of a notice of charges, service of a complaint or similar document of which notice has been given to "you". However, in no event, shall the term "claim" include any labor or grievance proceeding, which is subject to a collective bargaining agreement.
- C. "Class Action Suit" means any suit seeking certification or certified as a class action by a federal or state court.
- D. "Defense Costs" means reasonable and necessary fees, costs and expenses consented to by "us" resulting solely from the investigation, adjustment, defense and appeal of a "claim" or "suit" against "you".
- E. "Employee" means an individual whose labor or service is engaged by and directed by "you" for remuneration.

neration, whether such individual is in a supervisory, co-worker or subordinate position or otherwise, including any part-time, seasonal, and temporary "employees". Independent contractors and individuals who are leased to the "insured" are not "employees".

- F. "Loss(es)" means damages (including front pay and back pay), judgments, settlements, pre- and post-judgment interest on that part of any judgment paid by "us", statutory attorney fees, and "defense costs"; however, "loss" shall not include: (1) civil or criminal fines or penalties imposed by law; (2) punitive or exemplary damages; (3) the multiplied portion of multiplied damages; (4) taxes; (5) any amount for which the "insureds" are not financially liable or which are without legal recourse to the "insureds"; (6) employment related benefits, stock options, perquisites, deferred compensation or any other type of compensation other than salary, wages or bonus compensation; or (7) matters which may be deemed uninsurable under the law pursuant to which this EPL Coverage Part shall be construed.
- G. "Named Insured" means the person or organization designated in the Supplemental Declarations page of this EPL Coverage Part.
- H. "Original inception date" refers to the date specified in the Supplemental Declarations of this EPL Coverage Part.
- I. "EPL coverage period" means the period commencing on the effective date shown in the Supplemental Declarations of this EPL Coverage Part. This period ends on the earlier of the expiration date or the effective date of cancellation of this EPL Coverage Part. If "you" became an "insured" under this EPL Coverage Part after the effective date, the "EPL coverage period" begins on the date "you" became an "insured".
- J. "Property Damage" means physical injury to, or destruction of, tangible property including the loss of use of thereof, or loss of use of tangible property, which has not been physically injured or destroyed.
- K. "Recognized volunteer" means an uncompensated individual who volunteers labor or services to "you", but only when performing such labor or services at the request of and under the direction of "you".
- L. "Related Wrongful Employment Act(s)" means "wrongful employment acts" which are the same, related or continuous, or "wrongful employment acts" which arise from a common nucleus of facts. "Claims" or "suits" can allege "related wrongful employment acts", regardless of whether such "claims" or "suits" involve the same or different claimants, "insureds" or legal causes of actions.
- M. "Retaliation" means a "wrongful employment act" of an "insured" alleged to be in response to, the actual or attempted exercise by an "employee" of any right that such "employee" has under the law. Provided, however, "retaliation" shall not include the "wrongful employment act" of an "insured" alleged to be in response to the threat of or the actual filing of any

claim or suit under the Federal False Claims Act or any other federal, state, local or foreign "whistle-blower law".

N. "Subsidiary" means:

1. Any for-profit organization which, on or before the inception of the "EPL coverage period", is more than 50% owned by the "named insured", either directly or indirectly through one or more of its "subsidiaries"; or
2. A for-profit organization which becomes a "subsidiary" during the "EPL coverage period", but only upon the condition that within 90 days of its becoming a "subsidiary", the "named insured" shall have provided "us" with full particulars of the new "subsidiary" and agreed to any additional premium or amendment of the provisions of this EPL Coverage Part required by "us" relating to such new "subsidiary". Further, coverage as shall be afforded to the new "subsidiary" is conditioned upon the "named insured" paying when due any additional premium required by "us" relating to such new "subsidiary".

An organization becomes a "subsidiary" when the "named insured" owns more than fifty (50%) percent ownership interest in such "subsidiary", either directly, or indirectly through one or more of its "subsidiaries". An organization ceases to be a "subsidiary" when the "named insured" ceases to own more than a fifty (50%) percent ownership in such "subsidiary", either directly, or indirectly through one or more of its "subsidiaries".

In all events, coverage as is afforded under this EPL Coverage Part with respect to a "claim" made or "suit" brought against any "subsidiary" or an "insured" of any "subsidiary", shall only apply to "wrongful employment act(s)" commenced or allegedly commenced after the effective time that such "subsidiary" became a "subsidiary", and prior to the time that such "subsidiary" ceased to be a "subsidiary".

- O. "Suit" means a civil proceeding or an administrative proceeding seeking money damages, and includes an arbitration, mediation or any other alternative dispute resolution procedure seeking such damages, to which the "insured" must submit or may submit with "our" consent. "Suit" shall not include any civil proceeding or administrative proceeding arising from any labor or grievance dispute which is subject to a collective bargaining agreement.
- P. "Whistleblower law" means a statute, rule or regulation, which protects an employee against discrimination from his or her employer, if the employee discloses or threatens to disclose to a superior or any governmental agency; or who gives testimony relating to, any action with respect to the employer's operations, which may be a violation of public policy as reflected in legislation, administrative rules, regula-



tions or decisions, judicial decisions, and professional codes of ethics.

Q. "Wrongful Employment Act(s)" means any actual or alleged:

1. wrongful dismissal, discharge or termination (either actual or constructive), including breach of an implied contract;
2. harassment (including sexual harassment, whether quid pro quo, hostile work environment or otherwise);
3. discrimination (including but not limited to discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy or disability);
4. "retaliation" (including lockouts);
5. employment-related misrepresentation(s) to "your" "employee" or applicant for employment with "you";
6. employment-related libel, slander, humiliation, mental anguish, infliction of emotional distress, defamation, or invasion of privacy;
7. wrongful failure to employ or promote;
8. wrongful deprivation of career opportunity, wrongful demotion or negligent "employee" evaluation, including the giving of negative or defamatory statements in connection with an "employee" reference;
9. wrongful discipline;
10. failure to grant tenure;
11. failure to provide or enforce adequate or consistent corporate policies and procedures relating to any "wrongful employment act";
12. negligent supervision or hiring by an "insured", relating to any of the above;
13. violation of an individual's civil rights relating to any of the above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**  
This insurance does not apply to:  
"Bodily injury" to:
- (1) A person arising out of any:
    - (a) Refusal to employ that person;
    - (b) Termination of that person's employment;  
or
    - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
  - (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.
- This exclusion applies:
- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
  - (2) Whether the insured may be liable as an employer or in any other capacity; and
  - (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**  
This insurance does not apply to:  
"Personal and advertising injury" to:
- (1) A person arising out of any:
    - (a) Refusal to employ that person;
    - (b) Termination of that person's employment;  
or
    - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
  - (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.
- This exclusion applies:
- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
  - (2) Whether the insured may be liable as an employer or in any other capacity; and
  - (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**GREATER NEW YORK INSURANCE GROUP  
 ENHANCED GENERAL LIABILITY COVERAGE ENDORSEMENT  
 FOR CONDOMINIUMS AND COOPERATIVES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

<b>SCHEDULE</b>	
<b>GENERAL LIABILITY COVERAGE</b>	<b>LIMIT OF INSURANCE (INCLUDES LIMITS PROVIDED BY COVERAGE FORMS LISTED ABOVE)</b>
	<b>\$1,000,000</b>
Damage To Premises Rented To You	Included
Notice to Company	Included
Knowledge of Occurrence	Included
Unintentional Errors or Omission	Included
Mental Anguish included in the Definition of "Bodily Injury"	Included

**AMENDMENTS TO THE COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The following modifies insurance provided under the **Commercial General Liability Coverage Form**:

**AMENDMENTS TO COMMERCIAL GENERAL LIABILITY COVERAGE FORM - SECTION III - LIMITS OF INSURANCE**

**DAMAGE TO PREMISES RENTED TO YOU**

The following is added as the last sentence to paragraph 6. in Section III:

In addition to the limit shown in the Declarations for Damage to Premises Rented To You, and subject to the terms of that coverage, under the ENHANCED GENERAL LIABILITY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES we will pay **\$900,000** "Property Damage" to any one premises while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

**AMENDMENTS TO COMMERCIAL GENERAL LIABILITY COVERAGE FORM - SECTION V. - DEFINITIONS**

As respects the coverage provided by the ENHANCED GENERAL LIABILITY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES, the following amends the Definition of "Bodily Injury":

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

**AMENDMENTS TO COMMERCIAL GENERAL LIABILITY COVERAGE FORM - SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

As respects the coverage provided by the ENHANCED GENERAL LIABILITY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES, the following are added to the Commercial General Liability Conditions:

**NOTICE TO COMPANY**

If a liability claim is made to an insured arising from an "occurrence" that caused "bodily injury" to a person the insured disputes is an employee; and if the insured timely notifies its workers' compensation insurer of the occurrence; and if a workers' compensation board or law court finally determines that the person is not an employee of the insured; then the insured's delay in reporting the "occurrence" to us will not be deemed late notice of the "occurrence" under

Order: 01001/PTK  
 Approved by: [Signature]  
 Order Date: 06-13-2012  
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 11/14/05

paragraph 2., Duties In The Event Of Occurrence, Offense, Claim or Suit, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, if the insured reports the "occurrence" to us promptly on learning of the final determination.

**KNOWLEDGE OF OCCURRENCE:**

It is agreed that knowledge of an "occurrence" by the agent, servant or employee of the insured shall not in itself constitute knowledge by the insured unless the named insured or any partner or any executive officer of the insureds corporation shall have received such notice from the agent, servant or employee.

**UNINTENTIONAL ERROR OR OMISSIONS:**

It is agreed that failure of the insured to disclose all hazards existing as of the inception date of the policy shall not prejudice the insured with respect to the coverage afforded by this policy provided such failure or any omission is not intentional.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **FUNGI OR BACTERIA EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**
- 2. Exclusions**  
This insurance does not apply to:  
**Fungi Or Bacteria**
- a.** "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b.** Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.
- B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**
- 2. Exclusions**  
This insurance does not apply to:  
**Fungi Or Bacteria**
- a.** "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b.** Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- C. The following definition is added to the Definitions Section:**  
"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

# GNY INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ASBESTOS HAZARD EXCLUSION ENDORSEMENT

This endorsement modifies such insurance as is afforded by the provisions of the policy related to the following:

BUSINESSOWNERS COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

It is understood and agreed that such insurance as is afforded by this policy is subject to the following additional exclusion:

A. This policy does not apply:

1. to "bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard"; or
2. to any loss, cost or expense arising out of any governmental direction or request that the Named Insured test for, monitor, clean up, remove, treat or neutralize "asbestos".

B. **ADDITIONAL DEFINITIONS**

1. Asbestos hazard means:
  - a. an actual exposure or threat of exposure to the harmful properties of "asbestos"; or
  - b. the presence of "asbestos" in any place, whether or not within a building or structure.
2. Asbestos means the mineral in any form, including but not limited to fibers or dust.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

- A. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **MARYLAND – CONDOMINIUMS**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. **Section II – Who Is An Insured** is amended to include the following as an insured:

a. The developer in the developer's capacity as a unit-owner, but only with respect to the developer's liability arising out of:

- (1) The ownership, maintenance or repair of that portion of the premises which is not owned solely by the developer; or
- (2) The developer's membership in the association.

However, the insurance afforded with respect to the developer does not apply to liability for acts or omissions as a developer.

b. Each other unit-owner of the described condominium, but only with respect to that person's liability arising out of the ownership, maintenance or repair of that portion of the premises which is not owned solely by the unit-owner or out of that person's membership in the association.

2. The following is added to Condition 8. **Transfer Of Rights Of Recovery Against Others To Us (Section IV – Commercial General Liability Conditions):**

We waive any rights which the Transfer Of Rights Of Recovery Against Others To Us Condition may give us against:

a. Any unit-owner, including the developer, and household members;

b. The association; and

c. Members of the board of directors for acts or omissions within the scope of their duties for you.

We reserve our right, however, to recover against the developer for acts or omissions that the developer may be liable for in the capacity as a developer.

3. The following condition is added to **Section IV – Commercial General Liability Conditions:**

#### **Acts Or Omissions By Unit-owners**

No act or omission by any unit-owner, unless acting within the scope of the unit-owner's authority on behalf of the association, will void the policy or be a condition to recovery under the policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY – LIMITED BODILY INJURY EXCEPTION NOT INCLUDED

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion 2.p. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

#### 2. Exclusions

This insurance does not apply to:

p. **Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

B. The following is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

#### 2. Exclusions

This insurance does not apply to:

**Access Or Disclosure Of Confidential Or Personal Information**

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion **2.g. Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

**g. Aircraft, Auto Or Watercraft**

**(1) Unmanned Aircraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Paragraph **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

**(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Paragraph **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Paragraph **g.(2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
  - (i)** Less than 26 feet long; and
  - (ii)** Not being used to carry persons or property for a charge;
- (c)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(e) "Bodily injury" or "property damage" arising out of:

(i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(ii) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

B. The following exclusion is added to Paragraph 2. **Exclusions of Coverage B – Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**Unmanned Aircraft**

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to:

a. The use of another's advertising idea in your "advertisement"; or

b. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

C. The following definition is added to the **Definitions** section:

"Unmanned aircraft" means an aircraft that is not:

1. Designed;

2. Manufactured; or

3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – CROSS SUITS LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverages – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

### **Cross Suits**

Any claim made or "suit" brought by any Named Insured under this Policy against another Named Insured under this Policy for damages because of "bodily injury" or "property damage".

- B. The following is added to Paragraph 2. **Exclusions of Section I – Coverages – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

### **Cross Suits**

Any claim made or "suit" brought by any Named Insured under this Policy against another Named Insured under this Policy for damages because of "personal and advertising injury".

## U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

**IN WITNESS WHEREOF**, we have caused this policy to be executed and attested and if required by state law, this policy shall not be valid unless countersigned by an authorized representative.

**By:**

**By:**

Elizabeth Heck

Thomas D Hughes

**Elizabeth Heck**  
President and Chief Executive Officer

**Thomas D. Hughes**  
Corporate Secretary



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\*\*\*\*REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.\*\*\*\*