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- (a) To substitute for a permanent "employee" as defined in paragraph 1.j.(1), who is on leave; or
- (b) To meet seasonal or short-term workload conditions; while that person is subject to your direction and control and performing services for you.
- (3) 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 1.j.(2);
- (4) Any natural person who is a former employee, partner, "member", "manager", director or trustee by you retained as a consultant while performing services for you; or
- (5) Any natural person who is a guest student or intern pursuing studies or duties, or
- (6) Any natural person who is your "manager", director or trustee while;
 - (a) Performing acts within the scope of the usual duties of an employee; or
 - (b) Acting as a member of any committee duly elected or appointed by resolution of or board of directors or board of trustees to perform specific, as distinguished from general, directional acts on your behalf.

But employee does not mean:

- (1) any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character not specified in paragraph 3.j.
- k. If either you or we recover any property, with respect to covered loss or damage to property under this Optional Coverage, that party must give the other party prompt notice of such recovery. Any such recovery shall be applied, net of the expense of such recovery, as follows:
- (1) First, to you in satisfaction of your

- covered loss or damage in excess of the amount paid under this Optional Coverage;
- (2) Second, to us in satisfaction of the amount paid in loss settlement under this Optional Coverage;
- (3) Third, to you in satisfaction of any applicable Deductible; and
- (4) Fourth, to you in satisfaction of any loss or damage to such property not covered under this Optional Coverage.

Recoveries do not include any recovery:

- (a) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
- (b) Of original "securities" after duplicates of them have been issued.

With respect to this Optional Coverage, paragraph E.6. Recovered Property Loss Condition of Section I – Property does not apply.

2. Ordinance or Law Optional Coverages

- a. The Coverage(s) provided by this Ordinance or Law Optional Coverage applies with respect to an ordinance or law that regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises, subject to the following:
 - (1) The requirements of the ordinance or law are in force at the time of loss; or the ordinance or law is promulgated or revised after the loss but prior to commencement of reconstruction or repair and provided that such ordinance or law requires compliance as a condition precedent to obtaining a building permit or certificate of occupancy.
 - (2) Coverage provided by this Ordinance Or Law Optional 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.

- (3) Coverage provided by this Ordinance Or Law Optional Coverage applies only if:
 - (a) The building sustains only direct physical damage that is covered under this policy and as a result of such damage, you are required to comply with the ordinance or law; or
 - (b) The building sustains both direct physical damage that is covered under this policy and direct physical damage that is not covered under this policy, and as a result of the building damage in its entirety, you are required to comply with the ordinance or law.

However, there is no coverage under this policy if the building sustains direct physical damage that is not covered under this policy, and such damage is the subject of the ordinance or law, even if the building has also sustained covered direct physical damage.

- (4) If coverage applies under this policy based on the terms of Paragraph (3)(b) , we will not pay the full amount of loss otherwise payable under the terms of this Ordinance or Law Optional 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.

(Paragraph f. of this Ordinance or Law Optional Coverage provides an example of this procedure.) HOWEVER, if the covered direct physical damage alone would have resulted in enforcement of, or compliance with, the ordinance or law, then we will pay the full amount of loss otherwise payable under terms of this Ordinance or Law Optional Coverage.

- (5) We will not pay under this Ordinance Or Law Optional Coverage for any loss in value or any cost incurred due to an ordinance or law that you were required to comply with before the time of the current loss, even in the absence of building damage, if

you failed to comply.

b. Coverage 1 - Loss to the Undamaged Portion of Building

When the Declarations show that Ordinance or Law - Coverage 1 applies at a described building and if a Covered Cause of Loss occurs to covered Building property, we will pay for the loss in value of the undamaged portion of the building as a consequence of enforcement of or compliance with an ordinance or law that requires demolition of undamaged parts of the same building.

This Coverage 1 of Ordinance or Law Optional Coverage is included within the Limit of Insurance applicable to such buildings as shown in the Declarations or addressed somewhere in this policy. This portion of the Ordinance or Law Optional Coverage does not increase the Limit of Insurance.

c. Coverage 2 - Demolition Cost and Broadened Increased Cost of Construction

When the Declarations show that Ordinance or Law - Coverage 2 applies at a described building and if a Covered Cause of Loss occurs to covered Building property:

- (1) We will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of enforcement of, or compliance with, an ordinance or law that requires demolition of such undamaged property; and
 - (2) We will pay the increased cost to repair or reconstruct damaged portions of the building; and/or reconstruct or remodel undamaged portions of that building, whether or not demolition is required when the increased cost is a consequence of enforcement or compliance with the minimum requirements of the ordinance or law. HOWEVER, we will not pay for the increased costs to reconstruct or remodel undamaged portions of that Building property:
 - Unless 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; or
 - If the building is not repaired, reconstructed or remodeled.
- Paragraph e. of 5. Loss Payment under Section E. PROPERTY LOSS CONDITIONS does not apply.

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The most we will pay for the total of all covered losses under this Coverage 2 of Ordinance or Law Optional Coverage, in any one occurrence is the Limit of Insurance shown in the Declarations. The \$25,000 Limit of Insurance for Increased Cost of Construction – Damaged Property Additional Coverage remains available for damaged property and is separate from the Limit of Insurance shown in the Declarations for Ordinance or Law Optional Coverage 2. This portion of the Ordinance or Law Optional Coverage is in addition to the Limits of Insurance.

d. Additional Terms and Conditions of Ordinance or Law

- (1) The terms of this Ordinance or Law Optional Coverage apply separately to each building to which this Optional Coverage applies.
- (2) With respect to this Ordinance or Law Optional Coverage, we will not pay for:
 - (a) Enforcement of, or compliance with, any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread of any activity of "fungi", wet or dry rot or bacteria; or
 - (b) The costs associated with the enforcement of or compliance with any ordinance, law, rule, or regulation 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", "fungi", wet or dry rot or bacteria.
- (3) Under this Ordinance or Law Optional 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.
- (4) **Loss Payment**
 - (a) When Coverage 1 applies, loss payment for that building, including damaged and undamaged portions, will be determined as follows:
 - (i) If the property is repaired or replaced, on the same or another premises, we will not pay more

than the lesser of:

- i The amount you 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 described premises and to the same height, floor area, style and comparable quality of the original property insured; or
 - ii The Limit of Insurance applicable to the covered Building property.
- (ii) If such building is not repaired or replaced, 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 applicable to the covered Building property.
- (b) When Coverage 2 applies, the most we will pay for the total of all covered losses for Demolition Cost and Broadened Increased Cost of Construction is the Limit of Insurance for Coverage 2. Subject to this Limit of Insurance, the following loss payment provisions apply:
- (i) For Demolition Cost, we will not pay more than the amount you actually spend to demolish and clear the site of the described building.
 - (ii) With respect to Broadened Increased Cost of Construction:
 - i We will not pay for the increased cost of construction until the property is actually repaired or replaced, at the same or another premises; and
 - ii 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.

- (iii) If the building is repaired or replaced at the same described premises, or if you elect to rebuild at another premises, the most we will pay under Coverage 2 is the increased cost of construction at the same described premises.
- (iv) If the ordinance or law requires relocation to another premises, the most we will pay under Coverage 2 is the increased cost of construction at the new premises.

- e. This Ordinance or Law Optional 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 Optional Coverage.
- f. Example of Proportionate Loss Payment for Ordinance or Law Coverage Losses (procedure as set forth in Section a.(3) of this Ordinance or Law Optional Coverage).

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; and
- Loss under Ordinance or Law Coverage 2 of this

endorsement:
\$60,000.

Step 1: Determine the proportion that the covered direct physical damage bears to the total direct physical damage.

\$30,000 divided by \$100,000 = .30

Step 2: Apply that proportion to the Ordinance or Law loss.

\$60,000 x .30 = \$18,000

In this example, the most we will pay under this endorsement for the Coverage 2 loss is \$18,000, subject to the applicable Limit of Insurance and any other applicable provisions.

NOTE: The same procedure applies to losses under Coverage 1 of this endorsement.

3. Optional Amendment of Coverage -Exclude Theft

When "Excluding Theft" is stated in the Declarations after Business Personal Property coverage, then under:

- a. Paragraph 3. of Section B. EXCLUSIONS, the following exclusion is added:

Theft

Theft or attempted theft resulting in loss of or damage to Business Personal Property.

- b. The Money and Securities Additional Coverage, paragraph (1)(a) is deleted.

H. PROPERTY DEFINITIONS

The terms "you", "your", "we", "us", "our" and "insured" are defined in the Preamble of this Coverage Form. The following words or phrases, which appear in quotation marks throughout this Coverage Form and any of its endorsements, are defined as follows:

- 1. "Accident" means a fortuitous event that causes direct physical damage to "covered equipment". The event must be one of the following:
 - a. Mechanical breakdown, including rupture or bursting caused by centrifugal force;
 - b. Artificially generated electrical, magnetic or electromagnetic energy, including electric arcing, that damages, disturbs, disrupts or otherwise interferes with any

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- electrical or electronic wire, device, appliance, system or network;
 - c. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;
 - d. Loss of or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or
 - e. Loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.
2. **"Actual Cash Value"** means the cost to repair or replace Covered Property, at the time of loss or damage, whether that property has sustained partial or total loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence.
3. **"Business Income"** means the:
- a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred 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; plus
 - b. Necessary continuing normal operating expenses incurred, while "operations" are suspended, including payroll.
4. **"Computer"** means:
- a. Programmable electronic equipment that is used to store, retrieve and process data; and
 - b. Associated peripheral equipment that provides communication, including input and output functions such as printing and auxiliary functions such as data transmission.
- "Computer" includes those used to operate production type machinery or equipment.
5. **"Counterfeit money"** means an imitation of "money" that is intended to deceive and to be taken as genuine.
6. **"Covered equipment"** means

Covered Property:

- a. That generates, transmits or utilizes energy, including electronic communications and data processing equipment; or
- b. Which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.

None of the following is "covered equipment":

- a. Structure, foundation, cabinet, compartment or air supported structure or building;
- b. Insulating or refractory material;
- c. Sewer piping, underground vessels or piping, piping forming a part of a sprinkler system or water piping other than boiler feed water piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
- d. Dragline, excavation or construction equipment;
- e. Equipment manufactured by you for sale; or
- f. Vehicle, aircraft or floating vessel or any equipment mounted on such vehicle, aircraft or floating vessel. However, any property that is stationary, permanently installed at a covered location and that receives electrical power from an external power supplier will not be considered a vehicle, aircraft or floating vessel.

7. **"Dependent property"** means property owned or operated by others, not including any described premises, on whom you depend on to:
- a. Deliver materials or services to you, or to others for your account. Services does not include water supply services, water removal services, steam, fuel, communication, or power supply services.
 - b. Purchase your products or services.
 - c. Manufacture products for delivery to your customers under contract of sale.
 - d. Attract customers to your business. But this does not include firms in the business of promoting or advertising your business.

The "Dependent property" must be located in the coverage territory of this policy.



HOWEVER, "Dependent property" does not mean any property owned or operated by others on whom you depend on to provide internet services; web hosting services; internet hosting services; space on any server, computer, computer system, or other similar equipment; web pages; social media or networking services; or similar services.

8. **"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.
9. **"Extra Expense"** means expense incurred:
 - a. To avoid or minimize the suspension of business and to continue "operations":
 - (1) At the described premises; or
 - (2) At replacement premises or at temporary locations, including relocation expenses and costs to equip and operate the replacement or temporary locations.
 - b. To minimize the suspension of business if you cannot continue "operations".
 - c. To:
 - (1) Repair or replace any property; or
 - (2) Research, replace or restore the lost information on damaged "valuable papers and records"; to the extent it reduces the amount of loss that otherwise would have been payable under the Extra Expense Additional Coverage or the Business Income Additional Coverage.
- 10 **"Fraudulent instruction"** means:
 - a. An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by

someone else without your knowledge or consent;

- b. A written instruction (other than those described in Paragraph A.5.k.) issued by you, which was forged or altered by someone other than you without your knowledge or consent or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or
11. **"Fungi"** means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
12. **"Hazardous substance"** means any substance other than ammonia that has been declared to be hazardous to health by a governmental agency.
13. **"Manager"** means a person serving in a directorial capacity for a limited liability company.
14. **"Member"** means an owner of a limited liability company represented by its membership interest, who also may serve as a "manager".
15. **"Money"** means:
 - a. Currency, coins and bank notes whether or not in current use and having a face value; and
 - b. Travelers checks, register checks and money orders held for sale to the public.
16. **"Operations"** mean your business activities occurring at the described premises.
17. **"Ordinary payroll expenses"** mean payroll expenses for all your employees except:
 - a. Officers;
 - b. Executives;
 - c. Department Managers;
 - d. Employees under contract; and
 - e. Additional Exemptions shown in the Declarations as:
 - (1) Job Classifications; or
 - (2) Employees.

Ordinary payroll expenses include:

 - a. Payroll;
 - b. Employee benefits, if directly related to payroll;
 - c. FICA payments you pay;
 - d. Union dues you pay; and
 - e. Workers' compensation premiums.

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18. "Period of restoration" means:

- a. For other than the Dependent Properties
 - Business Income Additional Coverage and Business Income and Extra Expense
 - Increased Period of Restoration Due to Ordinance or Law Coverage Extension:

- (1) The period of time that:
 - (a) Begins the number of hours shown in the Declarations after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and
 - (b) Ends on the earlier of:
 - (i) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
 - (ii) The date when business is resumed at a new permanent location.

- (2) "Period of restoration" does not include any increased period required due to the enforcement of, or compliance with, 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".
- (3) The expiration date of this policy will not cut short the "period of restoration".

- b. For Business Income and Extra Expense
 - Increased Period of Restoration Due to Ordinance or Law Coverage Extension:

- (1) The period of time that:
 - (i) Begins: At the time of direct physical loss or damage for Business Income Additional Coverage; or
 - (ii) Immediately after the time

of direct physical loss or damage for Extra Expense Additional Coverage;

caused by or resulting from any Covered Cause of Loss at the described premises; and

- (b) Ends on the earlier of:
 - (i) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
 - (ii) The date when business is resumed at a new permanent location.

- (2) "Period of restoration" includes any increased period required to repair or reconstruct the property to conform with the minimum standards or any ordinance or law, in force at the time of loss, that regulates the construction or repair, or requires the tearing down of any property.

- (3) The expiration date of this policy will not cut short the "period of restoration".

- c. For Dependent Properties Additional Coverage:

- (1) The period of time that:
 - (a) Begins:
 - 24 hours after the time of direct physical loss or damage for Business Income Additional Coverage caused by or resulting from any Covered Cause of Loss at the premises of the "dependent property"; and
 - (b) Ends on the earlier of:
 - (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) The date when your business resumed at a permanent new location.

(2) "Period of restoration" does not include any increased period required due to the enforcement of, or compliance with, 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".

(3) The expiration date of this policy will not cut short the "period of restoration".

19. **"Perishable goods"** mean personal property maintained under controlled conditions for its preservation, and susceptible to loss or damage if the controlled conditions change.

20. **"Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, petroleum products and their derivatives, chemicals and waste. Such irritants or contaminants are "pollutants" whether or not they have any function in your business, operations, premises, sites or locations.

Waste includes but is not limited to materials to be recycled, reconditioned or reclaimed and livestock, poultry or other animal excrement.

21. **"Secondary dependent property"** means an entity which is not owned or operated by a Dependent property and which:

- a. Delivers materials or services to a dependent property, which in turn are used by the Dependent property in providing materials or services to you; or
- b. Accepts materials or services from a Dependent property, which in turn accepts your

materials or services.

A road, bridge, tunnel, waterway, airfield, pipeline or any other similar area or structure is not a Secondary dependent property.

Any property which delivers any of the following services is not a Secondary dependent property with respect to such services:

- (i) Water supply services;
- (ii) Wastewater removal services;
- (iii) Communication supply services; or
- (iv) Power supply services.

The Secondary dependent property must be located in the coverage territory of this policy:

HOWEVER, "Secondary Dependent Property" does not mean any property owned or operated by others on whom you depend on to provide internet services; web hosting services; internet hosting services; space on any server, computer, computer system, or other similar equipment; web pages; social media or networking services; or similar services.

22. **"Securities"** mean negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:

- a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) whether or not in current use; and
- b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include "money" or lottery tickets held for sale.

23. **"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:

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- (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 of 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 any part of a system or appliance (other than a sump system including its related equipment and parts) containing 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 provided 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 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 ground surface.

- 24. **"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.
- 25. **"Transfer account"** means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "money" and "securities":
 - a. By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or
 - b. By means of written instructions (other than those described in Paragraph A.5.k.) establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.
- 26. **"Valuable papers and records"** mean inscribed, printed, or written:
 - a. Documents;
 - b. Manuscripts; and
 - c. Records;
 including abstracts, books, deeds, drawings, films, maps or mortgages. HOWEVER, "valuable papers and records" does not mean "money" or "securities".



All terms and conditions of this policy apply unless modified by this endorsement.

PREMIER BUSINESSOWNERS LIABILITY COVERAGE FORM

TABLE OF CONTENTS

- I. COVERAGES2
- COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY2
- INSURING AGREEMENT.....2
- EXCLUSIONS3
- TENANTS PROPERTY DAMAGE LEGAL LIABILITY 10
- COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY10
- INSURING AGREEMENT.....10
- EXCLUSIONS11
- COVERAGE C – MEDICAL PAYMENTS15
- INSURING AGREEMENT.....15
- EXCLUSIONS15
- SUPPLEMENTARY PAYMENTS – COVERAGES A AND B15
- II. WHO IS AN INSURED16
- Automatic Additional Insureds17
- Co-Owners of Insured Premises.....18
- Controlling Interest.....18
- Grantor of Franchise or License18
- Lessors of Leased Equipment18
- Managers or Lessors of Leased Premises18
- Mortgagee, Assignee or Receiver18
- Owners or Other Interest from Whom Land has been Leased.....19
- State or Political Subdivisions - Permits Relating to Premises.....19
- III. LIMITS OF INSURANCE AND DEDUCTIBLE19
- General Aggregate Limit of Insurance (Other than Products-Completed Operations).....19
- Products-Completed Operations Aggregate Limit of Insurance19
- Personal and Advertising Injury Limit of Insurance.....19
- Each Occurrence Limit of Insurance19
- Tenants Property Damage Legal Liability Limit of Insurance19
- Medical Payments Limit of Insurance19
- Property Damage Deductible20
- IV. LIABILITY CONDITIONS20
- Bankruptcy20
- Duties In The Event Of Occurrence, Offense, Claim Or Suit.....20
- Legal Action Against Us20
- Separation Of Insureds21
- V. DEFINITIONS21

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MD 67953

PB 00 06 06 24

PREMIER BUSINESSOWNERS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Please 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. Please refer to Section V. DEFINITIONS.

I. COVERAGES

A. COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. INSURING AGREEMENT

- a. We will pay those sums up to the applicable Limit of Insurance 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 for which there is coverage under this policy.

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 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 "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"; and

- (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, including any duty we have to defend "suits", does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" which is expected or intended by the insured.

This exclusion applies even if the resulting "bodily injury" or "property damage":

- (1) Is of a different kind, quality or degree than initially expected or intended; or
- (2) Is sustained by a different person, entity, real property, or personal property than that initially expected or intended.

HOWEVER, 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 attorney 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 attorney 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.

This exclusion applies only if you:

- (1) Manufacture, sell or distribute alcoholic beverages;
- (2) Serve or furnish alcoholic beverages for a charge whether or not such activity:
 - (a) Requires a license; or
 - (b) Is for the purpose of financial gain or livelihood; or
- (3) Serve or furnish alcoholic beverages without a charge, if a license is required for such activity.

For the purposes of this exclusion, permitting a person to bring alcoholic

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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. Laws

Any liability or legal obligation of any insured with respect to "bodily injury" or "property damage" arising out of any of the following:

- (1) Any federal, state, county, municipal or local law, ordinance, order, directive or regulation barring discrimination, including but not limited to those based on race, color, national origin, ancestry, citizenship, gender, sexual orientation, marital status, religion or religious belief, age, economic status, income, medical condition, pregnancy, parenthood or mental or physical disability;
- (2) Any workers' compensation, unemployment compensation, disability benefits law, or any other statutory benefits law;
- (3) The Migrant and Seasonal Agricultural Worker Protection Act;
- (4) Any state, federal or governmental antitrust statute or regulation, including but not limited to the Racketeer Influenced and Corrupt Organizations Act (RICO), the Securities Act of 1933, the Securities Exchange Act of 1934, or any state Blue Sky law;
- (5) The Employees' Retirement Income Security Act (E.R.I.S.A.) of 1974; or
- (6) Any other similar statutes, ordinances, orders, directives or regulations.

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:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) 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 that 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 any insured or 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

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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.

HOWEVER, 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 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 government authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy;
- (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.

Other than damage by the Covered Causes of Loss provided under Tenants Property Damage Legal Liability, paragraphs (1), (3) and (4) of this exclusion do not apply to

"property damage" to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance



applies to Tenants Property Damage Legal Liability 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".

HOWEVER, 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. Bodily Injury To Any Insured

"Bodily injury" to:

- (1) Any insured, except "volunteer workers"; or
- (2) Any insured whenever the ultimate benefits of any indemnification will accrue directly or indirectly to any insured or the heirs of any insured.

q. Damage To Named Insured's Property

Any claim or "suit" for "property damage" by you or on your behalf against any other person or organization that is also a Named Insured under this policy.

r. Abuse or Molestation

"Bodily injury" or "property damage" arising out of:

- (1) The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured; or
- (2) The negligent:
 - (a) Employment;
 - (b) Investigation;
 - (c) Supervision;
 - (d) Reporting to the proper authorities, or failure to so report; or
 - (e) Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph (1) above.

s. Asbestos, Electromagnetic, Lead or Radon

"Bodily injury" or "property damage" arising out of:

- (1) Asbestos including but not limited to any injury or damage related to, arising or alleged to have arisen out of any use, exposure, existence, detection, removal, elimination, avoidance, act, error, omission, failure to disclose or warn of the

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presence of asbestos or any other duty involving asbestos;

- (2) Electromagnetic emissions or radiation including but not limited to any injury or damage related to, arising or alleged to have arisen out of any use, exposure, existence, detection, removal, elimination, avoidance, act, error, omission, failure to disclose or warn of the presence of electromagnetic emissions or radiation or any other duty involving electromagnetic emissions or radiation;
- (3) Lead including but not limited to any injury or damage related to, arising or alleged to have arisen out of any use, exposure, existence, detection, removal, elimination, avoidance, act, error, omission, failure to disclose or warn of the presence of lead or any other duty involving lead; or
- (4) Radon or any other radioactive emissions, manmade or natural, including but not limited to any injury or damage related to, arising or alleged to have arisen out of any use, exposure, existence, detection, removal, elimination, avoidance, act, error, omission, failure to disclose or warn of the presence of radon or any other radioactive emissions or any other duty involving radon or other radioactive emissions.

t. Employment Practices

"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 or discrimination 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.

u. Fiduciary Responsibility

"Bodily injury" or "property damage" arising out of the ownership, maintenance or use, including all related operations, of property in relation to which you or any insured is acting in any fiduciary or representative capacity. This exclusion does not apply if you are a trust, as described in Section II. WHO IS AN INSURED.

v. Professional Services

"Bodily injury" or "property damage" that arises out of or is a result of the rendering of, or failure to render, any professional service, treatment, advice or instruction. This exclusion includes, but is not limited to, any:

- (1) Legal, accounting, insurance, real estate, financial, advertising or consulting service, advice or instruction;
- (2) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
- (3) Supervisory, inspection, engineering, or architectural service, advice or instruction;
- (4) Medical, surgical, psychiatric, chiropractic, chiropody, physiotherapy, osteopathy, acupuncture, dental, x-ray, nursing or any other health service, treatment, advice or instruction;
- (5) Any psychological therapy or any other counseling or mental health service, treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or



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- personal grooming, including but not limited to cosmetology, tonsorial, tattooing, tanning or massage;
- (7) Optometry or optical or hearing aid service, treatment, advice or instruction, including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (8) Ear or other body piercing service, treatment, advice or instruction;
- (9) Service, treatment, advice or instruction in the practice of pharmacy; or
- (10) Electronic data processing, computer consulting or computer programming services, advice or instruction.

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 rendering or failure to render of any professional service.

w. **Testing, Evaluating or Consulting**

"Bodily injury" or "property damage" arising out of:

- (1) An error, omission, defect or deficiency:
 - (a) In any test performed, or any evaluation, consultation or advice given by or on behalf of you or any insured; or
 - (b) In experimental data or the insured's interpretation of that data.
- (2) The reporting of or reliance upon any such test, evaluation, consultation or advice.

x. **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 Transaction 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.

y. **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.

As used in this exclusion, 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.

HOWEVER, this exclusion does not apply to liability for damages because of "bodily injury".

z. **Silica, Silica-Related Dust or Talc**

- (1) "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica", "silica-related dust" or "Talc".
- (2) "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica", "silica-related dust" or "Talc".



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(3) Any loss, cost or expense arising, in whole or in part, 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, "silica", "silica-related dust" or "Talc", by any insured or by any other person or entity.

aa. **Access Or Disclosure Of Confidential Or Personal Material Or Information**
"Bodily Injury" and "property damage", other than "personal and advertising injury", arising out of any access to or disclosure of any person's or organization's confidential or personal material or information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, biometric information, or any other type of nonpublic material or information.

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion 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 material or information.

ab. **Fungi or Bacteria**

- (1) "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for:
 - (a) 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; or
 - (b) The failure to warn or to disclose the presence of "fungi" or bacteria;
 regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- (2) Any loss, cost or expenses arising out of the 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.

HOWEVER, 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 digestion.

3. **TENANTS PROPERTY DAMAGE LEGAL LIABILITY**

Certain Exclusions Not Applicable

Exclusions c. through n., p., q., r., t., u., v. and w. do not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, if such "property damage" arises out of a Covered Cause Of Loss provided under the BUSINESSOWNERS PROPERTY COVERAGE FORM. A separate limit of insurance, called Tenants Property Damage Legal Liability Limit, applies to this coverage as described in Section III. LIMITS OF INSURANCE.

B. **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**

1. **INSURING AGREEMENT**

a. We will pay those sums up to the applicable Limit of Insurance 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 for which there is coverage under this policy.

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, including any duty we have to defend "suits", does not apply to personal and advertising injury:

a. Knowing Violation Of Rights Of Another

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

Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Act

Arising out of a criminal act committed by or at the direction of any insured or a criminal act committed by another for which any insured is held to be vicariously liable.

HOWEVER, this exclusion does not apply to "personal injury" resulting from the use of reasonable force to protect persons or property.

e. Contractual Liability

For which the insured has assumed liability in a contract or agreement. HOWEVER, 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

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

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 Price

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

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 Business

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 a., b. and c. of the definition of "personal and advertising injury" under Section V. DEFINITIONS.

k. Electronic Chatrooms Or Bulletin Boards

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

Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

With respect to any loss, cost or expense arising out of any:

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- (1) Request, demand or order 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

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 government authority in hindering or defending against any of these.

p. Recording and Distribution Of Material In Violation Of Law

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 Transaction 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.

q. Laws

Any liability or legal obligation of any insured arising out of any of the following:

- (1) Any federal, state, county, municipal or local law, ordinance, order, directive or regulation barring discrimination, including but not limited to those based on race, color, national origin, ancestry, citizenship, gender, sexual orientation, marital status, parenthood, religion or religious belief, age, economic status, income, medical condition, pregnancy, or mental or physical disability;
- (2) Any workers' compensation, unemployment compensation, disability benefits law, or any other statutory benefits law;
- (3) The Migrant and Seasonal Agricultural Worker Protection Act;
- (4) Any state, federal or governmental antitrust statute or regulation, including but not limited to the Racketeer Influenced and Corrupt Organizations Act (RICO), the Securities Act of 1933, the Securities Exchange Act of 1934, or any state Blue Sky law;
- (5) The Employees' Retirement Income Security Act (E.R.I.S.A.) of 1974; or
- (6) Any other similar statutes, ordinances, orders, directives or regulations.

r. Abuse or Molestation

Arising out of:

- (1) The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured; or
- (2) The negligent:
 - (a) Employment;
 - (b) Investigation;
 - (c) Supervision;
 - (d) Reporting to the proper authorities, or failure to so report; or
 - (e) Retention;
 of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph (1) above.

s. Employment Practices



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 or discrimination directed at that person.
- (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.

t. Asbestos, Electromagnetic, Lead or Radon

Arising out of:

- (1) Asbestos including but not limited to any injury or damage related to, arising or alleged to have arisen out of any use, exposure, existence, detection, removal, elimination, avoidance, act, error, omission, failure to disclose or warn of the presence of asbestos or any other duty involving asbestos;
- (2) Electromagnetic emissions or radiation including but not limited to any injury or damage related to, arising or alleged to have arisen out of any use, exposure, existence, detection, removal, elimination, avoidance, act, error, omission, failure to disclose or warn of the presence of electromagnetic emissions or radiation or any other

duty involving electromagnetic emissions or radiation;

- (3) Lead including but not limited to any injury or damage related to, arising or alleged to have arisen out of any use, exposure, existence, detection, removal, elimination, avoidance, act, error, omission, failure to disclose or warn of the presence of lead or any other duty involving lead; or
- (4) Radon or any other radioactive emissions, manmade or natural, including but not limited to any injury or damage related to, arising or alleged to have arisen out of any use, exposure, existence, detection, removal, elimination, avoidance, act, error, omission, failure to disclose or warn of the presence of radon or any other radioactive emissions or any other duty involving radon or other radioactive emissions.

u. Fiduciary Responsibility

That arises out of the ownership, maintenance or use, including all related operations, of property in relation to which you or any insured is acting in any fiduciary or representative capacity This exclusion does not apply if you are; a trust, as described in Section II. WHO IS AN INSURED.

v. Professional Services

That arises out of or is a result of the rendering of, or failure to render, any professional service, treatment, advice or instruction. This exclusion includes, but is not limited to any:

- (1) Legal, accounting, insurance, real estate, financial, advertising or consulting service, advice or instruction;
- (2) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
- (3) Supervisory, inspection, engineering, or architectural service, advice or instruction;
- (4) Medical, surgical, psychiatric, chiropractic, chiropody, physiotherapy, osteopathy, acupuncture, dental, x-ray, nursing or any other health service, treatment, advice or instruction;

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- (5) Any psychological therapy or any other counseling or mental health service, treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming, including but not limited to cosmetology, tansorial, tattooing, tanning or massage;
- (7) Optometry or optical or hearing aid service, treatment, advice or instruction, including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (8) Ear or other body piercing service, treatment, advice or instruction;
- (9) Service, treatment, advice or instruction in the practice of pharmacy; or
- (10) Electronic data processing, computer consulting or computer programming services, advice or instruction.

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 rendering or failure to render of any professional service.

w. Testing, Evaluation or Consulting

Arising out of:

- (1) An error, omission, defect or deficiency:
 - (a) In any test performed, or any evaluation, consultation or advice given by or on behalf of you or any insured; or
 - (b) In experimental data or the insured's interpretation of that data.
- (2) The reporting of or reliance upon any such test, evaluation, consultation or advice.

x. Silica, Silica-Related Dust or Talc

"Personal and Advertising Injury" arising, in whole or in part, out of:

- (a) The actual, alleged, threatened or suspected inhalation of, ingestion of,

contact with, exposure to, existence of, or presence of, "silica" , "silica-related dust" or "Talc".

- (b) Any loss, cost or expense arising, in whole or in part, 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, "silica" , "silica-related dust" or "Talc" by any insured or by any other person or entity.

y. Access Or Disclosure Of Confidential Or Personal Material Or Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal material or information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, biometric information or any other type of nonpublic material or information.

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion 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 material or information.

z. Fungi or Bacteria

- (1) "Personal and advertising injury" which would not have occurred, in whole or in part, but for:
 - (a) 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; or
 - (b) The failure to warn or to disclose the presence of "fungi" or bacteria; regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- (2) Any loss, cost or expenses arising out of the 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. 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. Athletic 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.

D. 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,

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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:

- a. 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";
- b. This insurance applies to such liability assumed by the insured;
- c. 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";
- d. 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;
- e. 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
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) 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. 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:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

II. WHO IS AN INSURED

- 1. If you are:
 - a. 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.
 - b. 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.
 - c. 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.
 - d. A trust, you are an insured. Your trustee or co-trustees are also insureds, but only with respect to their duties as a trustee in connection with your property, operations and activities.
 - e. 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.

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" is an insured 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), or 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 Paragraphs (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; or
 - (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 policy.
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.
4. 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.

5. Automatic Additional Insureds

Any of the following persons or organizations are automatically insureds when you and such person or organization have agreed in a written contract or agreement that such person or organization be added as an additional insured on your policy providing general liability coverage.

HOWEVER, the insurance afforded to any of the following additional insureds only applies to the extent permitted by law and will not be

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broader than that which you are required by the contract or agreement to provide for any of the following additional insureds.

a. Co-Owners of Insured Premises

Any person or organization with whom you co-own a premises insured under this policy is an additional insured, but only with respect to their liability as the co-owner of such premises.

HOWEVER, their status as additional insured under this policy ends when you cease to co-own such premises with that person or organization.

b. Controlling Interest

Any person or organization that has a controlling interest in you is an additional insured, but only with respect to liability arising out of:

- (1) Their financial control of you; or
- (2) Their ownership, maintenance or control of premises you lease or occupy;

subject to the following additional exclusion:

This insurance, including any duty we have to defend "suits", does not apply to structural alterations, new construction or demolition operations performed by or for such person or organization.

HOWEVER, their status as additional insured under this policy ends when they cease to have such controlling interest in you.

c. Grantor of Franchise or License

Any person or organization that has granted you a franchise or license by written contract or agreement is an additional insured, but only with respect to their liability as the grantor of a franchise or license to you.

HOWEVER, their status as additional insured under this policy ends when their contract or agreement with you granting the franchise or license ends.

d. Lessors of Leased Equipment

Any person or organization from whom you lease equipment by written contract or agreement is an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of the equipment leased to you by

that person or organization, subject to the following additional exclusion:

This insurance, including any duty we have to defend "suits", does not apply to "bodily injury" or "property damage" arising out of, in whole or in part, or results from, in whole or in part, the active negligence of such person or organization.

HOWEVER, their status as additional insured under this policy ends when their contract or agreement with you for such leased equipment ends.

e. Managers or Lessors of Leased Premises

Any person or organization from whom you lease premises is an additional insured, but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusion:

This insurance, including any duty we have to defend "suits", does not apply to structural alterations, new construction or demolition operations performed by or for such person or organization.

HOWEVER, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

f. Mortgagee, Assignee or Receiver

Any person or organization who has status as mortgagee, assignee or receiver of your property is an additional insured, but only with respect to their liability as mortgagee, assignee or receiver arising out of your ownership, maintenance, or use of such premises, subject to the following additional exclusion:

This insurance, including any duty we have to defend "suits", does not apply to structural alterations, new construction or demolition operations performed by or for such person or organization.

HOWEVER, their status as additional insured under this policy ends when their status as mortgagee, assignee or receiver ends.



g. Owners or Other Interest from Whom Land has been Leased

Any person or organization from whom you lease premises is an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the land leased to you, subject to the following additional exclusion:

This insurance, including any duty we have to defend "suits", does not apply to structural alterations, new construction or demolition operations performed by or for such person or organization.

HOWEVER, their status as additional insured under this policy ends when you cease to lease that land.

h. State or Political Subdivisions - Permits Relating to Premises

Any state or political subdivision which has issued a permit in connection with premises insured by this policy which you own, rent, or control is an additional insured, but only with respect to the following hazards:

- (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decoration and similar exposures;
- (2) The construction, erection, or removal of elevators; or
- (3) The ownership, maintenance, or use of any elevators covered by this insurance.

HOWEVER, their status as additional insured under this policy ends when the permit ends.

III. LIMITS OF INSURANCE AND DEDUCTIBLE

- 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. **General Aggregate Limit of Insurance**
(Other than Products-Completed Operations)

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.

The General Aggregate Limit applies separately to each of your described premises. For the purposes of this provision, premises means involving the same or connecting lots, or premises whose connection is interrupted only by a public street, roadway or waterway, or railroad right-of-way.

3. Products-Completed Operations Aggregate Limit of Insurance

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. Personal and Advertising Injury Limit of Insurance

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. Each Occurrence Limit of Insurance

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. Tenants Property Damage Legal Liability Limit of Insurance

Subject to paragraph 5. above, the Tenants Property Damage Legal Liability Limit is the most we will pay under COVERAGE A for damages because of all "property damage" to premises, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence".

7. Medical Payments Limit of Insurance

Subject to paragraph 5. above, the Medical Payments Limit is the most we will pay under

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COVERAGE C for all medical expenses because of "bodily injury" sustained by any one person.

8. The Limits of Insurance of this policy 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.

9. Property Damage Deductible

If a deductible amount is shown in the Liability Declarations, the following provisions apply:

- a. If a deductible amount for Property Damage is shown in the Liability Declarations, any obligation by us under this policy to pay sums on your behalf because of "property damage", applies only to sums in excess of the deductible amount shown in the Declarations for any one "occurrence".
- b. If a deductible amount for Car Wash Property Damage is shown in the Liability Declarations, any obligation by us under this policy to pay sums on your behalf because of "property damage", applies only to sums in excess of the deductible amount shown in the Declarations for any one claim.
- c. If we pay all or any part of a deductible to settle any claim or "suit", upon notification of such payment by us, you shall promptly reimburse us for the amount of the deductible that has been paid by us.

IV. LIABILITY CONDITIONS

The following conditions apply in addition to the COMMON POLICY CONDITIONS.

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You and any insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense that 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";
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply; and
 - (5) Agree to be examined 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 or "suit". At our option and expense, any examination under oath may be video or audio taped as well as being recorded by stenographic record. In the event of an examination, an insured's answers must be signed.
- 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 policy:
- 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 policy 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 policy 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. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy 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.

V. DEFINITIONS

The terms "you", "your", "we", "us", "our" and "insured" are defined in the Preamble of this Coverage Form. The following words or phrases, which appear in quotation marks throughout this Coverage Form and any of its endorsements, are defined as follows:

- 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 websites, 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; or
 - (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, by-laws or any other similar governing document.
- 7. **"Fungi"** means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.
- 8. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.
- 9. **"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;

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if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

10. "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, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. 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.

11. "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".

12. "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".

13. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, forklifts, farm machinery, farm implements and other vehicles designed for use or used principally off public roads. This includes motorized golf carts, snowmobiles, and other land vehicles designed for recreational use;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles, other than snowmobiles, 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 paragraphs 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 paragraphs 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) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; and
- (3) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers.

HOWEVER, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- 14. **"Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 15. **"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".

16. **"Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, petroleum products and their derivatives, chemicals and waste. Such irritants or contaminants are "pollutants" whether or not they have any function in your business, operations, premises, sites or locations.

Waste includes but is not limited to materials to be recycled, reconditioned or reclaimed and livestock, poultry or other animal excrement.

- 17. **"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.

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- (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.

HOWEVER, if your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent, all "bodily injury" and "property damage" that arises out of "your products" is included if the "bodily injury" or "property damage" occurs after you have relinquished possession of those products.

- 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; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

18. "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, 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.

- 19. **"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.

20. **"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.

21. **"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.

22. "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.

23. "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.
- 24. **"Silica"** means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
- 25. **"Silica-related dust"** means a mixture or combination of silica and other dust or particles.
- 26. **"Talc"** means magnesium silicate hydroxide (a mineral that is part of the silicate group and in some forms is also known as soapstone) and includes the mineral in any form including but not limited to fibers or dust.

All terms and conditions of this policy apply unless modified by this endorsement.

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PREMIER BUSINESSOWNERS COMMON POLICY CONDITIONS

Various provisions in this policy restrict coverage. Please 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 Insureds shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

All coverages of 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. Five (5) days before the effective date of cancellation if any one of the following conditions exists at any building that is Covered Property in this policy:

- (1) The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:
 - (a) Seasonal unoccupancy; or
 - (b) Buildings in the course of construction, renovation or addition.

Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.

- (2) After damage by a Covered Cause of Loss, permanent repairs to the building:
 - (a) Have not started; and
 - (b) Have not been contracted for; within 30 days of initial payment of loss.
- (3) The building has:
 - (a) An outstanding order to vacate;
 - (b) An outstanding demolition order; or
 - (c) Been declared unsafe by governmental authority.
- (4) Fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to such removal

that is necessary or incidental to any renovation or remodeling.

(5) Failure to:

- (a) Furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or
- (b) Pay property taxes that are owing and have been outstanding for more than one year following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.

- b. Ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium.
- c. Thirty (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. Refunds will be calculated on a pro-rata basis regardless of who initiates the cancellation. 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

1. This policy contains all the agreements between you and us concerning the insurance afforded.

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2. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent.
3. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. CONCEALMENT, MISREPRESENTATION OR FRAUD

1. This policy is void in its entirety in any case of fraud, at any time, by you or your representative as it relates to this policy.
2. This policy is also void if you, your authorized representative or any other insured, at any time, conceal or misrepresent any material fact, or violate any material warranty, concerning:
 - a. This policy, including your application for this policy;
 - b. The Covered Property;
 - c. Your interest in the Covered Property; or
 - d. A claim under this policy.
3. We also have the right to rescind this policy based upon any other grounds provided by law.

D. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy or to any claim arising under this policy at any time during the policy period and up to three years afterward.

E. 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.

F. INSURANCE UNDER TWO OR MORE COVERAGES OF THIS POLICY

If two or more of this policy's coverages apply to the same injury, loss or damage, we will not pay more than the actual amount of the injury, loss or damage, up to the highest applicable Limit of Insurance under any one coverage.

G. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this policy without additional premium within 60 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

H. OTHER INSURANCE

1. Under any property coverage provided by this policy, if there is other insurance covering the same loss or damage, 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.
2. If other valid and collectible insurance is available to the insured for a loss we cover under another liability policy, 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 provided 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. under Section I.

COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY of the Liability Coverage Form.

- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured.

- (2) When this insurance is excess, we will have no duty under the liability coverage provided by this policy to defend any insured against any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to any 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 provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this policy.

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.

I. PREMIUMS

1. The first Named Insured shown in the Declarations:
 - a. Is responsible for the payment of all premiums; and
 - b. Will be the payee for any return premiums we pay.
2. 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.
3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:
 - a. Paid to us prior to the anniversary date; and
 - b. Determined in accordance with Paragraph 2. above.

Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.
4. Undeclared exposures or changes in your business operation and acquisition or use of locations may occur during the policy period that are not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules in effect at the inception of such policy.

J. PREMIUM AUDIT

1. We have the right but are not obligated to audit this policy. The first Named Insured must keep records of the information we need for premium computation, and send us copies of those records at such times as we may request.
2. If we do audit your policy, at the close of that audit period, we will compute the earned premium for that period and the final premium due based upon your actual exposures.
3. We will send notice to the first Named Insured after the audit has been completed. The due

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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.

K. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. Applicable to Businessowners Property Coverage:

If any person or organization to or for whom we make payment under this policy 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:

- a. Prior to a loss to your Covered Property.
- b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - (1) Someone insured by this insurance;
 - (2) A business firm:
 - (a) Owned or controlled by you; or
 - (b) That owns or controls you; or
 - (3) Your tenant, but only with our written consent.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

2. Applicable to Businessowners Liability Coverage:

If the insured has rights to recover all or part of any payment we have made under this policy, 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. This condition does not apply to Medical Payments Coverage.

HOWEVER, in the event of any payment under this policy, we waive our right of recovery or subrogation against any person or organization with respect to which you have waived your right of recovery or subrogation in writing and prior to a loss.

L. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

1. 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.
2. 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.



All terms and conditions of this policy apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM)

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS LIABILITY COVERAGE FORM

A. This insurance does not apply:

1. Under any Liability Coverage, to "bodily injury" or "property damage":

- a. 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
- b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which:

- (1) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
- (2) 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.

2. 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.

3. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- a. The "nuclear material":
 - (1) Is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured"; or

(2) Has been discharged or dispersed therefrom;

- b. 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
- c. 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 c. applies only to "property damage" to such "nuclear facility" and any property thereat.

B. As used in this endorsement:

- 1. "**Hazardous properties**" includes radioactive, toxic or explosive properties.
- 2. "**Nuclear material**" means "source material", "special nuclear material" or "by-product material".
- 3. "**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.
- 4. "**Spent fuel**" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".
- 5. "**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

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facility" included under Paragraphs a. or b. of the definition of "nuclear facility".

6. **"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.

- 7. **"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.
- 8. **"Property damage"** includes all forms of radioactive contamination of property.

All terms and conditions of this policy apply unless modified by this endorsement.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANNABIS PROPERTY EXCLUSION WITH HEMP EXCEPTION

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS PROPERTY COVERAGE FORM

A. Paragraph A.2. **Property Not Covered** of the Businessowners Coverage Form is amended as follows:

1. The following is added to Paragraph A.2. **Property Not Covered**:

a. "Cannabis".

2. Paragraph A.1. of this endorsement does not apply to goods or products containing or derived from hemp, including, but not limited to:

- a. Seeds;
- b. Food;
- c. Clothing;
- d. Lotions, oils or extracts;
- e. Building materials; or
- f. Paper.

However, this Paragraph A.2. does not apply to the extent any such goods or products are prohibited under an applicable state or local statute, regulation or ordinance in the state where such goods or products are located.

B. For the purpose of this endorsement, the following applies to Business Income and Extra Expense:

1. Coverage under this Policy does not apply to that part of Business Income loss or Extra Expense incurred, due to a suspension of your "operations", which is attributable to the design, cultivation, manufacture, storage, processing, packaging, handling, testing, distribution, sale, serving, furnishing, possession or disposal of "cannabis".

2. Paragraph B.1. of this endorsement does not apply to Business Income loss or Extra Expense incurred which is attributable to goods or products containing or derived from hemp, including, but not limited to:

a. Seeds;

- b. Food;
- c. Clothing;
- d. Lotions, oils or extracts;
- e. Building materials; or
- f. Paper.

However, this Paragraph B.2. does not apply to the extent any such goods or products are prohibited under an applicable state or local statute, regulation or ordinance in the state where such goods or products are located.

C. For the purpose of this endorsement, the following definition is added:

"Cannabis":

1. Means:

Any good or product that consists of or contains any amount of Tetrahydrocannabinol (THC) or any other cannabinoid, regardless of whether any such THC or cannabinoid is natural or synthetic.

2. Paragraph C.1. above includes, but is not limited to, any of the following containing such THC or cannabinoid:

- a. Any plant of the genus Cannabis L., or any part thereof, such as seeds, stems, flowers, stalks and roots; or
- b. Any compound, byproduct, extract, derivative, mixture or combination, such as:
 - (1) Resin, oil or wax;
 - (2) Hash or hemp; or
 - (3) Infused liquid or edible cannabis;

whether or not derived from any plant or part of any plant set forth in Paragraph C.2.a.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
**CANNABIS LIABILITY EXCLUSION WITH HEMP
EXCEPTION**

This endorsement modifies insurance provided under the following:
PREMIER BUSINESSOWNERS LIABILITY COVERAGE FORM

A. The following exclusion is added to Section I:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of:
 - a. The design, cultivation, manufacture, storage, processing, packaging, handling, testing, distribution, sale, serving, furnishing, possession or disposal of "cannabis"; or
 - b. The actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of "cannabis"; or
2. "Property damage" to "cannabis".

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 that which is described in Paragraph A.1. or A.2. above.

However, Paragraph A.1.b. does not apply to "bodily injury" or "property damage" arising out of the actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, or contact with, "cannabis" by:

- (1) An insured; or
- (2) Any other person for whom you are legally responsible;

but only if the "bodily injury" or "property damage" does not arise out of your selling, serving or furnishing of "cannabis" to any person described above.

B. The exclusion in Paragraph A. does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of goods or products containing or derived from hemp, including, but not limited to:
 - a. Seeds;
 - b. Food;
 - c. Clothing;
 - d. Lotions, oils or extracts;
 - e. Building materials; or
 - f. Paper.

2. "Property damage" to goods or products described in Paragraph B.1. above.

However, Paragraphs B.1. and B.2. above do not apply to the extent any such goods or products are prohibited under an applicable state or local statute, regulation or ordinance in the state wherein:

- (1) The "bodily injury" or "property damage" occurs;
- (2) The "occurrence" which caused the "bodily injury" or "property damage" takes place; or
- (3) The offense which caused the "personal and advertising injury" was committed; or

3. "Personal and advertising injury" arising out of the following offenses:

- a. False arrest, detention or imprisonment; or
- b. The wrongful eviction from, wrongful entry into, or invasion of the right or private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor.

C. For the purpose of this endorsement, the following definition is added:

"Cannabis":

1. Means:

Any good or product that consists of or contains any amount of Tetrahydrocannabinol (THC) or any other cannabinoid, regardless of whether any such THC or cannabinoid is natural or synthetic.

2. Paragraph C.1. above includes, but is not limited to, any of the following containing such THC or cannabinoid:

- a. Any plant of the genus Cannabis L., or any part thereof, such as seeds, stems, flowers, stalks and roots; or
- b. Any compound, byproduct, extract, derivative, mixture or combination, such as:
 - (1) Resin, oil or wax;
 - (2) Hash or hemp; or
 - (3) Infused liquid or edible cannabis;
 whether or not derived from any plant or part of any plant set forth in Paragraph C.2.a.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER INCIDENT PROPERTY EXCLUSION

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS PROPERTY COVERAGE FORM

Section I – Covered Property is amended as follows:

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 in the:

- a. Additional Coverage – Electronic Data; or
- b. Additional Coverage – Interruption Of Computer Operations.

C. Vandalism

The following is added to Vandalism:

Vandalism does not include a cyber incident as described in Paragraph **A.**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER INCIDENT LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS LIABILITY COVERAGE FORM

Section I – COVERAGES is amended as follows:

A. The following exclusion is added to Paragraph **2. EXCLUSIONS** in paragraph **A. COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and paragraph **B. COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**:

This insurance does not apply to:

Cyber Incident

"Bodily injury", "property damage", or "personal and advertising injury" arising out of a "cyber incident".

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber incident".

B. For the purposes of this endorsement, the following is added to Paragraph **V. DEFINITIONS**:

"Cyber incident" means any:

1. Unauthorized access to or use of any computer system.

- 2.** Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system 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 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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – VIOLATION OF LAW ADDRESSING DATA PRIVACY

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS LIABILITY COVERAGE FORM

A. In Section I. COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, under paragraph 2. EXCLUSIONS, the following exclusion is added:

This insurance, including any duty we have to defend "suits", does not apply to:

Violation Of Law Addressing Data Privacy

This insurance does not apply to:

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. Any federal, state or local statute, ordinance, regulation or other law that addresses, prohibits, or limits access to, use of or the printing, dissemination, disposal, obtaining, collecting, storing, safeguarding, recording, retention, sending, transmitting, communicating, selling or distribution of any person's or organization's confidential or personal material or information, including financial, health, biometric or other nonpublic material or information. Any such federal, state or local statute, ordinance, regulation or other law includes but is not limited to:

(1) The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or

(2) The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law; or

- b. Any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation or other law described in Paragraph a. above, including but not limited to the European Union's General Data Protection Regulation.

B. In Section I. COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, under paragraph 2. EXCLUSIONS, the following exclusion is added:

This insurance, including any duty we have to defend "suits", does not apply to:

Violation Of Law Addressing Data Privacy

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. Any federal, state or local statute, ordinance, regulation or other law that addresses, prohibits, or limits access to, use of or the printing, dissemination, disposal, obtaining, collecting, storing, safeguarding, recording, retention, sending, transmitting, communicating, selling or distribution of any person's or organization's confidential or personal material or information, including financial, health, biometric or other nonpublic material or information. Any such federal, state or local statute, ordinance, regulation or other law includes but is not limited to:

(1) The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or

(2) The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law; or

- b. Any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation or other law described in Paragraph a. above, including but not limited to the European Union's General Data Protection Regulation.

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All terms and conditions of this policy apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ORDINANCE OR LAW BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS PROPERTY COVERAGE FORM

A. Operation of This Endorsement

This endorsement provides Ordinance and Law Coverage as outlined below. The terms of this endorsement apply to each insured building separately, and only those insured on a replacement cost basis.

1. Under Section B. Exclusions, paragraph 1. a. Ordinance Or Law, is deleted.
2. Under Section A.5. Additional Coverages, paragraph m. Increased Cost of Construction – Damaged Property, is deleted.

B. Application of Coverage(s)

1. The Coverage(s) provided by this Ordinance or Law Optional Coverage applies with respect to an ordinance or law that regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises, subject to the following
 - a. The requirements of the ordinance or law are in force at the time of loss; or the ordinance or law is promulgated or revised after the loss but prior to commencement of reconstruction or repair and provided that such ordinance or law requires compliance as a condition precedent to obtaining a building permit or certificate of occupancy;
 - b. Coverage provided by this Ordinance or Law Optional 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.
 - c. Coverage provided by this Ordinance or Law Optional Coverage applies only if:
 - (1) The building sustains only direct physical damage that is covered under this policy and as a result of such damage, you are required to comply with the ordinance or law; or
 - (2) The building sustains both direct physical damage that is covered under this policy and direct physical

damage that is not covered under this policy, and as a result of the building damage in its entirety, you are required to comply with ordinance or law.

However, there is no coverage under this policy if the building sustains direct physical damage that is not covered under this policy, and such damage is the subject of the ordinance or law, even if the building has also sustained covered direct physical damage.

- d. If coverage applies under this policy based on the terms of paragraph B.1.c.(2) above, we will not pay the full amount of loss otherwise payable under the terms of Coverages 1, 2, and/or 3 of this endorsement. 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.

(Paragraph F. of this endorsement provides an example of this procedure.)

HOWEVER, if the covered direct physical damage alone would have resulted in a requirement to comply with the ordinance or law, then we will pay the full amount of loss otherwise payable under terms of this Ordinance or Law Optional Coverage.

- e. We will not pay under this Ordinance Or Law Optional Coverage for any loss in value or any cost incurred due to an ordinance or law that you were required to comply with before the time of the current loss, even in the absence of building damage, if you failed to comply.

C. Coverage

The following are added to the PROPERTY COVERAGE FORM, under Section A. Coverages, 5. Additional Coverages:

1. **Coverage 1 - Loss to the Undamaged Portion of the Building**

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If a Covered Cause of Loss occurs to covered Building property, we will pay for the loss in value of the undamaged portion of the building as a consequence of a requirement to comply with an ordinance or law that requires demolition of undamaged parts of the same building.

2. Coverage 2 - Demolition and Debris Removal Cost

We will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of a requirement to comply with an ordinance or law that requires demolition of such undamaged property.

3. Coverage 3 - Increased Cost Of Construction

- a. With respect to the building that has sustained covered direct physical damage, we will pay the increased cost to:
 - (1) Repair, replace, or reconstruct damaged portions of that Building;
 - (2) Reconstruct or remodel undamaged portions of that Building property, whether or not demolition is required;

When the increased cost is a consequence of a requirement to comply with the minimum standards of the ordinance or law.

HOWEVER, we will not pay for the increased costs to reconstruct or remodel damaged or undamaged portions of that Building property:

- (1) Unless 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; or
- (2) If the building is not repaired, reconstructed or remodeled.

Under Section E. PROPERTY LOSS CONDITIONS 5. Loss Payment, paragraph e. does not apply.

D. Additional Terms and Conditions of Ordinance or Law

With respect to this Ordinance or Law Coverage, we will not pay for:

- 1. Enforcement of, or compliance with any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation,

spread of any activity of "fungi", wet or dry rot or bacteria; or

- 2. The costs associated with the enforcement of, or compliance with any ordinance, law, rule, or regulation 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", "fungi", wet or dry rot or bacteria.
- 3. Under this Ordinance or Law Optional 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.

E. Loss Payment

- 1. The most we will pay per insured building, under this endorsement for Coverages 1, 2, and 3 combined is the lesser of \$250,000 or the amount you actually spend for coverage 1, 2, and 3. If limits are specified in the Declarations for Optional Coverages Ordinance or Law – 1 or Ordinance or Law – 2 the coverage provided by this endorsement is excess.

Additionally, the \$250,000 limit for this Ordinance or Law Coverage is in addition to the Limits of Insurance.

- 2. All following loss payment Provisions E.3. through E.6., are subject to the apportionment procedure set forth in Section B.1.c. of this endorsement.
- 3. The most we will pay for under Coverage 1 - Loss to the Undamaged Portion of the Building is:

- a. When there is a loss in value of an undamaged portion of a building to which Coverage 1 applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:

- (1) If the property is repaired or replaced on the same or another premises, we will not pay more than the lesser of:
 - (a) The amount you 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



- (b) The Limit of Insurance shown in the Declarations as applicable to the covered building.
- (2) If such building is not repaired or replaced, we will not pay more than the lesser of:
 - (a) The actual cash value of the building at the time of loss; or
 - (b) The Limit of Insurance shown in the Declarations as applicable to the covered building.
- 4. Loss payment under Coverage 3 – Increased Cost of Construction Coverage will be determined as follows:
 - a. We will not pay under Coverage 3:
 - (1) Until the property is actually repaired or replaced, at the same or another premises; and
 - (2) 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.
 - b. If the loss payment is based on the Limit of Insurance shown in the Declarations, then paragraph A.2. of this endorsement is deleted, and;

The \$25,000 Limit of Insurance for Increased Cost of Construction – Damaged Property Additional Coverage remains available for damaged property and is separate from the Limit of Insurance shown in the Declarations for Ordinance or Law Optional Coverage.

This portion of the Ordinance or Law Coverage is in addition to the Limits of Insurance.

All terms and conditions of this policy apply unless modified by this endorsement.

F. Example of Proportionate Loss Payment for Ordinance or Law Coverage Losses (procedure as set forth in Section B.1.c. of this Ordinance or Law Optional Coverage).

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; and
- Loss under Ordinance or Law Coverage 2 of this endorsement: \$60,000.

Step 1: Determine the proportion that the covered direct physical damage bears to the total direct physical damage.

$\$30,000 \text{ divided by } \$100,000 = .30$

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 2 loss is \$18,000, subject to the applicable Limit of Insurance and any other applicable provisions.

NOTE: The same procedure applies to losses under Coverage 1 of this endorsement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MARYLAND AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS COMMON POLICY CONDITIONS
PREMIER BUSINESSOWNERS PROPERTY COVERAGE FORM
PREMIER BUSINESSOWNERS LIABILITY COVERAGE FORM
EMPLOYMENT PRACTICES LIABILITY ENDORSEMENT
CYBER SUITE COVERAGE
SUPPLEMENTAL EXTENDED REPORTING ENDORSEMENT
CONDOMINIUM ASSOCIATION COVERAGE

A. NOTICE OF UNDERWRITING PERIOD

Your new policy is subject to a 45 day underwriting period beginning on the effective date of your coverage and may be cancelled during the underwriting period if your risk does not meet our underwriting standards. If we decide to cancel the policy, we will send you a written Notice of Cancellation as described in paragraph B.1. below.

B. CANCELLATION

In the **PREMIER BUSINESSOWNERS COMMON POLICY CONDITIONS**, under condition **A. CANCELLATION**:

1. Paragraphs 2. and 3. 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 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:
 - 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, if this policy:
 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 3., 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.

2. Paragraph 5. is replaced by the following:
 5. If this policy is canceled, 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

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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

- (a) We will refund 90% of the pro rata unearned premium for the year in which the policy is cancelled.

- (b) 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.

- 3. Paragraph **6**. is replaced by the following:

- 6. We will send notice of cancellation to the first Named Insured by certificate of mail 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 certificate of mail 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.

C. CONCEALMENT, MISREPRESENTATION OR FRAUD

In the **PREMIER BUSINESSOWNERS COMMON POLICY CONDITIONS**, under condition **C. CONCEALMENT, MISREPRESENTATION OR FRAUD** is replaced by the following:

We do not provide coverage in any case of fraud by you, at any time, as it relates to this policy. We also do not provide coverage if you or any other insured, at any time, intentionally conceals or misrepresents a material fact concerning:

- 1. This policy;
- 2. The covered property;
- 3. Your interest in the covered property; or
- 4. A claim under this policy.

D. PREMIUM AUDIT

In the **PREMIER BUSINESSOWNERS COMMON POLICY CONDITIONS**, under condition **J. PREMIUM AUDIT**, paragraph **3**. is replaced by the following:

- 3. Audit premiums are due and payable 30 days from the date on the bill to the first Named Insured. 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.

E. The following is added to the PREMIER BUSINESSOWNERS COMMON POLICY CONDITIONS:

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 certificate of mail 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. AMENDMENTS TO THE PREMIER BUSINESSOWNERS PROPERTY COVERAGE FORM

- 1. In Section E. **PROPERTY LOSS CONDITIONS**, condition 4. **Legal Action Against Us** is replaced by the following:

- 4. Legal Action Against Us

No one may bring a legal action against us under this policy unless:

- a. There has been full compliance with all of the terms of this policy; and
- b. The action is brought within three (3) years from the date it accrues.

- 2. Under Section H. **PROPERTY DEFINITIONS**, in Definition 2. **"Actual Cash Value"**, the following is added:

For this calculation, all components of the cost of repair or replacement including, but not limited to:

- 1. materials, including tax;
- 2. labor, including any tax; and
- 3. overhead and profit;

are subject to depreciation.

The depreciation deduction may include such considerations as:

- 1. age;
- 2. condition;
- 3. reduction in useful life;
- 4. obsolescence; and
- 5. any pre-loss damage, including wear, tear, or deterioration;

of the damaged part of the property.

G. AMENDMENTS TO ENDORSEMENTS

- 1. If the **EMPLOYMENT PRACTICES LIABILITY INSURANCE**, form **PB 05 89**, is a part of this policy;

- a. Paragraph 2. **Cancellation of Section V. CONDITIONS** is amended to read as follows:

2. Cancellation

The policy shall terminate at the earliest of the following:

- a. The effective date of cancellation stated in a written notice of cancellation from us to you if the policy is cancelled for failure to pay a premium when due provided such notice is mailed to you at least ten (10) days prior to the effective date of cancellation. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the "policy period".

- b. The effective date of cancellation stated in a written notice of termination from us to you if the policy is cancelled for any reason other than nonpayment of premium, provided such notice is mailed to you at least sixty (60) days prior to the effective date of cancellation. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the "policy period".

- c. Upon receipt by us of the policy surrendered by you.

- d. Upon transmittal to us of written notice of termination from you stating when thereafter such termination shall be effective. or

- e. Upon expiration of the Policy Period as set forth in the Declarations.

- b. Subparagraph d. of Paragraph 10. **Representations**, of Section **V. CONDITIONS**, is deleted in its entirety.

- c. Paragraph 15. **When We Do Not Renew of Section V. CONDITIONS**, is amended to read as follows:

15. When We Do Not Renew

- a. 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.

- b. We will send notice of nonrenewal to the first Named Insured by certificate of mail or by commercial mail delivery service. We will maintain proof of mailing in a form authorized or

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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.

- c. 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 45 days from the date of our notice.
- d. 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.

H. If Cyber Suite coverage form PB 90 74 is a part of this policy, then coverage provided on that form is amended as follows:

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, 7. 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" or "identity theft" is first discovered by you, or the date on which you first receive notice of a "claim" or "regulatory proceeding".

3. If you are a Condominium or Townhouse Association:

- 1. Containing at least one residence, created after July 1, 1981; or
- 2. That amended your bylaws and declarations to conform with the Maryland Condominium Act enacted July 1, 1981;

the following amendments also apply to you:

A. Under the **CONDOMINIUM ASSOCIATION COVERAGE**, form PB 17 01, paragraphs C. and D. do not apply.

B. Paragraph **E.1 NONRENEWAL** of the **MARYLAND AMENDATORY ENDORSEMENT**, form PB 90 19 is replaced by the following:

NONRENEWAL

1. We may elect not to renew this policy by mailing or delivering notice of nonrenewal to the first Named Insured's last mailing address known to us. We will mail or deliver this notice at least 45 days before the expiration date of this policy.

C. Under the **PREMIER BUSINESSOWNERS COMMON POLICY CONDITIONS**, condition **K. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**, the following is added:

We waive our rights to recover payment against:

- 1. Any unit-owner, including the developer, and members of his or her household;
- 2. The Association; 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 damages from the developer for which he or she may be held liable in his or her capacity as a developer.

D. The following is added to **Section E. PROPERTY LOSS CONDITIONS, 5. Loss Payment** of the **PREMIER BUSINESSOWNERS PROPERTY COVERAGE FORM**:

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.

E. In the **PREMIER BUSINESSOWNERS PROPERTY COVERAGE FORM**, **Section F. PROPERTY GENERAL CONDITIONS**,



paragraph **b.** of **2. Mortgageholders** is replaced by the following:

b. We will:

If the condominium is terminated, pay for covered loss of, or damage to, buildings or structures to each mortgageholder shown on the Declarations in their order of precedence, as interests may appear.

In all other respects, pay for loss to buildings or structures to you or the designated insurance trustee in accordance with Section **E. PROPERTY LOSS CONDITIONS**, condition **5. Loss Payment**.

F. Under the **CONDOMINIUM ASSOCIATION COVERAGE**, form **PB 17 01**, paragraph **C.** is replaced by the following:

C. Under the **PREMIER BUSINESSOWNERS LIABILITY COVERAGE FORM**, the following amendments are made:

1. The following is added to **Section II. WHO IS AN INSURED**:

6. The developer in the developer's capacity as a unit-owner, but only with respect to

the developer's liability arising out of:

- a.** The ownership, maintenance or repair of that portion of the premises which is not owned solely by the developer; or
- b.** 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.

7. 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.

All terms and conditions of this policy apply unless modified by this endorsement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PFC/PFAS EXCLUSION

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS LIABILITY COVERAGE FORM

A. The following exclusion is added to Paragraph 2. EXCLUSIONS of Section I. – COVERAGES, A. COVERAGE A.— BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

2. EXCLUSIONS

This insurance does not apply to:

“PFC/PFAS”

- a. “Bodily injury” or “property damage” which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of, any “PFC/PFAS”; or
- b. Any loss, cost or expense arising out of, in whole or in part, 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, “PFC/PFAS”, by any insured or by any other person or entity.

This exclusion applies regardless of whether any other cause, event, material, substance, good or product contributed concurrently or in any sequence to such injury or damage. This exclusion also applies regardless of whether any “PFC/PFAS” is contained, used, included, involved or incorporated intentionally, accidentally or unknowingly in or on a good or product, component part of a good or product, or otherwise by any insured or by any other person or entity. This exclusion applies regardless of whether the inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of any “PFC/PFAS” occurs within or outside any building or other structure.

B. The following exclusion is added to Paragraph 2. EXCLUSIONS of Section I. – COVERAGES, B. COVERAGE B.— PERSONAL AND ADVERTISING INJURY LIABILITY:

2. EXCLUSIONS

This insurance does not apply to:

“PFC/PFAS”

- a. “Personal and advertising injury” which would not have occurred, in whole or in part, but for the actual, alleged, threatened, suspected inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of, any “PFC/PFAS”; or
- b. Any loss, cost or expense arising out of, in whole or in part, 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, “PFC/PFAS”, by any insured or by any other person or entity.

This exclusion applies regardless of whether any other cause, event, material, substance, good or product contributed concurrently or in any sequence to such injury or damage. This exclusion also applies regardless of whether any “PFC/PFAS” is contained, used, included, involved or incorporated intentionally, accidentally or unknowingly in or on a good or product, component part of a good or product, or otherwise by any insured or by any other person or entity. This exclusion applies regardless of whether the inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of any “PFC/PFAS” occurs within or outside any building or other structure.

C. The following definition is added to Section V.

DEFINITIONS:

“PFC/PFAS” means:

- a. Any fluorosurfactant, perfluorinated chemical or compound, or perfluoroalkyl or polyfluoroalkyl substance, including but not limited to any per- or polyfluorinated acid (including, without limitation, perfluorooctanoic acid (PFOA), perfluorooctanesulfonic acid (PFOS), and per- and polyfluoroether carboxylic acids), per- or polyfluorinated sulfonamide, per- or polyfluorinated iodide, per- or polyfluorinated aldehyde, per- or polyfluorinated sulfonyl fluoride, per- or polyfluorinated fluorotelomer substance or per- or polyfluorinated sulfonamido substance; or
- b. any perfluoroalkane or polyfluoroalkane

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**BUSINESSOWNERS
PB 91 01 09 23**

- substance, including but not limited to carbon tetrafluoride, perfluorooctane, and perfluoro-2-methylpentane; or
- c. any fluorinated polymers, including but not limited to fluoropolymers, perfluoropolyethers and side-chain-fluorinated polymers; or

any of the associated homologues, isomers, salts, esters, alcohols, acids, precursor chemicals and derivatives, and related degradation or by-products of any such constituent.

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion, do not exclude coverage for PFC/PFAS-related injury, damage, loss, cost or expense.

ALL OTHER CONDITIONS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED BY THIS ENDORSEMENT



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - COMMUNICABLE DISEASE CLASSIFIED AS AN EPIDEMIC, PANDEMIC, OR PUBLIC HEALTH EMERGENCY

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS LIABILITY COVERAGE FORM

- A. In Section I. COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, under paragraph 2. EXCLUSIONS, the following exclusions are added:

This insurance, including any duty we have to defend "suits", does not apply to:

Communicable Disease Classified as an Epidemic, Pandemic, or Public Health Emergency

"Bodily injury" or "property damage" or "personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease declared or characterized as an epidemic, pandemic, or public health emergency by the World Health Organization, the United States Center for Disease Control, or a federal, state, or local public health agency.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

- B. In Section I. COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, under paragraph 2. EXCLUSIONS, the following exclusions are added:

This insurance, including any duty we have to defend "suits", does not apply to:

Communicable Disease Classified as an Epidemic, Pandemic, or Public Health Emergency

"Bodily injury" or "property damage" or "personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease declared or characterized as an epidemic, pandemic, or public health emergency by the World Health Organization, the United States Center for Disease Control, or a federal, state, or local public health agency.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

All terms and conditions of this policy apply unless modified by this endorsement.

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ACKNOWLEDGEMENT OF INSURED STATUS - YOUR REAL ESTATE MANAGER

Person or Organization Designated as an Insured:

HPS MANAGEMENT
424 N UNION AVE
HAVRE DE GRACE, MD 21078

This form has been sent to you to acknowledge your status as an insured under our, meaning the issuing Company stated below, insurance policy issued to the Named Insured shown below.

Under our Premier Businessowners Liability Coverage Form, Section II. WHO IS AN INSURED provides:

The following is also an insured:

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

The policy language set forth above is subject to all of the terms and conditions of the policy issued to the Named Insured shown below. For your information, our Named Insured, the Policy Number, Policy Term and Limits of Insurance are stated below.

Named Insured: MANORS AT AMYCLAE TOWNHOUSE ASSOCIATION INC

746800000047726



Issuing Company: NATIONWIDE GENERAL INSURANCE COMPANY

Policy Number: ACP BP013221130667

Policy Term: 12-20-2024 To 12-20-2025

Limits of Insurance: Per Occurrence \$1,000,000
All Occurrences \$2,000,000

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COMMERCIAL UMBRELLA



IMPORTANT NOTICE

NOTICE OF TERRORISM INSURANCE COVERAGE

NOTICE - DISCLOSURE OF PREMIUM

Applies to all Commercial Policies, except for Farmowners Multiperil, Business Auto and Crime

(This disclosure notice does not provide coverage, and it does not replace any provisions of your policy. You should read your policy for complete information on the coverages you are provided. If there is any conflict between the policy and this notice, the provisions of the policy shall prevail.)

Coverage for acts of terrorism is included in your policy. You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been 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. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

Other than for Workers Compensation, the portion of your annual premium that is attributable to coverage for acts of terrorism is \$0 and does not include any charges for that portion of losses covered by the United States Government under the Act.

For Workers Compensation, the portion of your annual premium that is attributable to coverage for acts of terrorism is shown on your declarations page and does not include any charges for the portion of losses covered by the United States government under the Act.

We appreciate your business and look forward to continuing to serve you. If you have any questions, or would like to learn about additional coverage options, please contact your Nationwide agent.

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IMPORTANT NOTICE

Thank you for choosing Nationwide® to help you protect what's important to you. We value your business and want to ensure you have current information about your policy.

What you need to do

Please read this notice carefully. 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 any conflict between the policy and this notice, the provisions of the policy shall prevail.

You can always count on us to be there

We appreciate your business and look forward to continuing to serve you. If you have any questions, or would like to learn about additional coverage options, please contact your Nationwide agent.

Important Notice Description(s)

PFC/PFAS Exclusion Disclosure

The purpose of this notice is to inform you that a PFC/PFAS Exclusion endorsement is included in this policy, which may not have been in your previous policy whether such policy was with us or another insurance company. These endorsements exclude bodily injury, property damage, and/or personal and advertising injury arising out of the actual or alleged contact, consumption or use of any PFC/PFAS. This exclusion is a clarification of coverage under the policy.



Please refer to the Schedule of Endorsements in your Policy Declarations pages for the applicable endorsement form.

We acknowledge that the terms, conditions and coverages in this policy have been negotiated in good faith with you. You have agreed to accept such terms, conditions and coverages. Your payment of the policy premium will constitute your acceptance of our policy including the PFC/PFAS Exclusion. Please read this exclusion carefully so that you will be familiar with its provisions.

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Nationwide®

IMPORTANT NOTICE

Thank you for choosing Nationwide® to help you protect what's important to you. We value your business and want to ensure you have current information about your policy.

What you need to do

Please read this notice carefully. 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 any conflict between the policy and this notice, the provisions of the policy shall prevail.

You can always count on us to be there

We appreciate your business and look forward to continuing to serve you. If you have any questions, or would like to learn about additional coverage options, please contact your Nationwide agent.

Important Notice Description(s)

Communicable Disease Classified As An Epidemic, Pandemic, Or Public Health Emergency Exclusion Disclosure

The purpose of this notice is to inform you that a Communicable Disease Classified As An Epidemic, Pandemic, Or Public Health Emergency Exclusion endorsement is included in this policy, which may not have been in your previous policy whether such policy was with us or another insurance company. These endorsements exclude bodily injury, property damage, and/or personal and advertising injury arising out of the actual or alleged transmission of a communicable disease declared or characterized as an epidemic, pandemic, or public health emergency by the World Health Organization, the United States Center for Disease Control, or a federal, state or local public health agency. This exclusion is a clarification of coverage under the policy.

Please refer to the Schedule of Endorsements in your Policy Declarations pages for the applicable endorsement form.

We acknowledge that the terms, conditions and coverages in this policy have been negotiated in good faith with you. You have agreed to accept such terms, conditions and coverages. Your payment of the policy premium will constitute your acceptance of our policy including the Communicable Disease Classified As An Epidemic, Pandemic, Or Public Health Emergency Exclusion. Please read this exclusion carefully so that you will be familiar with its provisions.

NI 01 10 09 23

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IMPORTANT NOTICE

Thank you for choosing Nationwide® to help you protect what's important to you. We value your business and want to ensure you have current information about your policy.

What you need to do

Please read this notice carefully. 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 any conflict between the policy and this notice, the provisions of the policy shall prevail.

You can always count on us to be there

We appreciate your business and look forward to continuing to serve you. If you have any questions, or would like to learn about additional coverage options, please contact your Nationwide agent.

Important Notice Description(s)

Violation Of Law Addressing Data Privacy Exclusion Disclosure

The purpose of this notice is to inform you that an exclusion for the Violation Of Law Addressing Data Privacy was added to your policy. This purpose of the exclusion is to reinforce coverage intent that damages related to violations of laws pertaining to data privacy are not intended to be covered.

Please refer to the Schedule of Endorsements in your Policy Declarations pages for the applicable endorsement form.

We acknowledge that the terms, conditions and coverages in this policy have been negotiated in good faith with you. You have agreed to accept such terms, conditions and coverages. Your payment of the policy premium will constitute your acceptance of our policy including the Violation Of Law Addressing Data Privacy Exclusion. Please read this exclusion carefully so that you will be familiar with its provisions.

NI 01 11 12 23

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IMPORTANT NOTICE

Thank you for choosing Nationwide® to help you protect what's important to you. We value your business and want to ensure you have current information about your policy.

What you need to do

Please read this notice carefully. 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 any conflict between the policy and this notice, the provisions of the policy shall prevail.

You can always count on us to be there

We appreciate your business and look forward to continuing to serve you. If you have any questions, or would like to learn about additional coverage options, please contact your Nationwide agent.

Important Notice Description(s)

Important Notice for Renewal Policies

In an effort to keep your insurance premium as low as possible, we have streamlined your renewal policy. We have not included printed copies of policy forms and endorsements that have not changed from your expiring policy unless they include variable information that is unique to you.

Please refer to your prior policies for printed copies of these forms. If you desire copies, they are available upon request from your agent.

NI 00 04 01 17

Important Notice to Maryland Policyholders

Your claims history is a consideration in the continued eligibility and pricing of your commercial insurance and could be the basis for our decision to cancel or non-renew. We offer resources to help you maintain the safest workplace possible for your employees and customers. If you would like to learn more about our Loss Control services and resources, please contact your agent.

NI 00 26 01 17

2023 Commercial Umbrella Liability Multistate Endorsements Addressing Cyber and Data Privacy

This Notice provides information concerning the following new and revised endorsements, which applies to your renewal policy being issued by us.

CU 00 05 – Exclusion – Violation Of Law Addressing Data Privacy

When this endorsement is attached to your policy, an exclusion is added to Coverage A and Coverage B that excludes coverage for bodily injury, property damage or personal and advertising injury that generally arises out of the violation of statutes, ordinances, regulations or other laws generally pertaining to any person's or organization's confidential or personal material or information, including financial, health, biometric or other nonpublic material or information. This exclusion is a reinforcement of coverage intent. Damages related to violations of laws pertaining to data privacy are not intended to be covered under this Coverage Part.

CU 04 02 – Loss Of Electronic Data Resulting From Physical Injury To Tangible Property Liability Coverage – Subject To Cyber Incident Exclusion

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This endorsement is revised to delete provisions addressing the Access Or Disclosure Of Confidential Or Personal Information Exclusion and to add a cyber incident exclusion. Additionally, the provision "'electronic data' that does not result from physical injury to tangible property" is reworded and relocated as a separate exception to the Electronic Data Exclusion.

With respect to deletion of the provisions addressing the Access Or Disclosure Of Confidential Or Personal Information Exclusion from this endorsement, attachment of this endorsement when Endorsement CU 21 86 Exclusion – Access Or Disclosure Of Confidential Or Personal Material Or Information (12/2023 edition) is attached to the same policy results in no impact on coverage.

With respect to the Cyber Incident Exclusion, attachment of this endorsement when mandatory Endorsement CU 34 56 Exclusion – Cyber Incident is attached to the same policy is a reinforcement of coverage intent. Otherwise, to the extent that current policy exclusions do not apply to liability arising out of cyber incidents, the changes to this revised endorsement will result in a reduction of coverage.

CU 21 86 – Exclusion – Access Or Disclosure Of Confidential Or Personal Material Or Information

This endorsement is revised to delete the provisions addressing the Electronic Data Exclusion, replace "damages" with "bodily injury" or "property damage" and add biometric information to the types of material or information addressed in the endorsement. Additionally, the types of expenses addressed in the last paragraph of the exclusion are expressly extended to identity monitoring expenses, data restoration expenses and extortion expenses.

With respect to bodily injury, property damage and personal and advertising injury arising out of access to or disclosure of confidential or personal material or information, the various changes in this revised endorsement are a reinforcement of coverage intent.

With respect to deletion of the Electronic Data Exclusion, the changes in this revised endorsement result in no impact on coverage.

CU 34 56 – Exclusion – Cyber Incident

When this endorsement is attached to your policy, coverage is excluded under Coverage A and Coverage B with respect to bodily injury, property damage or personal and advertising injury arising out of a cyber incident.

To the extent that current policy exclusions do not apply to liability arising out of cyber incidents, attachment of this endorsement will result in a reduction of coverage.

We acknowledge that the terms, conditions and coverages in this policy have been negotiated in good faith with you. You have agreed to accept such terms, conditions and coverages. Your payment of the policy premium will constitute your acceptance of our policy. Please read this exclusion carefully so that you will be familiar with its provisions.

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NATIONWIDE MUTUAL INSURANCE COMPANY

ONE WEST NATIONWIDE BLVD
COLUMBUS, OH 43215-2220
1-877 On Your Side
1 (877) 669-6877

RENEWAL

**COMMERCIAL UMBRELLA
COMMON DECLARATIONS**

Policy Number: ACP CU013221130667

Named Insured: MANORS AT AMYCLAE TOWNHOUSE ASSOCIATION INC
See Schedule of Named Insureds

Mailing Address: 424 N UNION AVE
HAVRE DE GRACE, MD 21078-2827

Agency: SIMMERER INSURANCE LLC

Address: 601 7TH ST
STE 103
LAUREL, MD 20707-4011

Agency Phone: (301) 386-0900

Producer: PHILIP SIMMERER

Policy Period: Effective From 12-20-2024 To 12-20-2025
12:01 AM Standard Time at the insured's mailing address.

The Insured is a(n): Corporation



Premium/Fees

Total Annual Premium	\$450.00
Total Policy Premium	\$450.00

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Umbrella Limits

Self-Insured Retention	Not Applicable	
Limits of Insurance:	a) \$1,000,000	Each Occurrence
	b) \$1,000,000	Products - Completed Operations Aggregate
	c) \$1,000,000	Other Aggregate

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COMMERCIAL UMBRELLA

SCHEDULE(S)

Policy Number: ACP CU013221130667

Policy Period: From 12-20-2024 To 12-20-2025

SCHEDULE OF NAMED INSUREDS

Named Insured

Type of Entity

MANORS AT AMYCLAE TOWNHOUSE ASSOCIATION INC

Corporation





Nationwide®

COMMERCIAL UMBRELLA

SCHEDULE(S)

Policy Number: ACP CU013221130667 Policy Period: From 12-20-2024 To 12-20-2025

FORMS AND ENDORSEMENTS SUMMARY

Form Number	Title
CUDS01 01 18	Commercial Liability Umbrella Declarations
CU 00 01 04 13	Commercial Liability Umbrella Coverage Form
CU 01 03 03 11	Maryland - Condominiums
CU 01 09 09 00	Condominiums
CU 01 30 06 02	Maryland Changes
CU 02 01 12 17	Maryland Changes - Cancellation And Nonrenewal
CU 04 12 04 13	Condominiums, Co-Ops, Associations - Directors And Officers Liability Coverage
CU 21 11 09 00	Limitation Of Coverage To Designated Premises Or Project
CU 21 12 09 00	Abuse Or Molestation Exclusion
CU 21 23 02 02	Nuclear Energy Liability Exclusion Endorsement
CU 21 30 01 15	Cap On Losses From Certified Acts Of Terrorism
CU 21 44 01 15	Conditional Exclusion Of Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act)
CU 21 50 03 05	Silica Or Silica-Related Dust Exclusion
CU 21 51 12 05	Total Pollution Exclusion With A Hostile Fire Exception
CU 21 86 12 23	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception
CU 24 05 09 00	Products/Completed Operations Hazard Redefined
CU 27 00 04 13	Underlying Claims-Made Coverage
NCU 70 42 01 20	Asbestos, Electronic Emissions, Lead, Radon, or Talc Exclusion
NCU 72 03 01 20	Non-Pyramiding Of Limits
NCU 72 27 01 20	Exclusion - Personal Data Compromise And Network Security Liability - Coverage A
NCU 73 27 01 20	Exclusion - Communicable Disease Classified As An Epidemic, Pandemic, Or Public Health Emergency
NCU 74 31 10 22	PFC/PFAS Exclusion
IL 00 17 11 98	Common Policy Conditions
IL 09 85 12 20	Disclosure Pursuant To Terrorism Risk Insurance Act
CU 00 05 12 23	Exclusion - Violation Of Law Addressing Data Privacy

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COMMERCIAL UMBRELLA

SCHEDULE(S)

Policy Number: ACP CU013221130667

Policy Period: From 12-20-2024 To 12-20-2025

FORMS AND ENDORSEMENTS SUMMARY

Form Number	Title
CU 34 56 12 23	EXCLUSION - CYBER INCIDENT

IMPORTANT NOTICES

Form Number	Title
NI0062 01 21	Notice of Terrorism Insurance Coverage
NI0109 11 22	PFC/PFAS Exclusion Disclosure
NI0110 09 23	Exclusion - Communicable Disease Classified As An Epidemic, Pandemic, Or Public Health Emergency Disclosure
NI0111 12 23	Violation of Law Addressing Data Privacy Exclusion Disclosure
NI0004 01 17	Important Notice for Renewal Policies
NI0026 01 17	Important Notice to Maryland Policyholders
NI7027 12 23	Commercial Umbrella Liability Multistate Endorsements Addressing Cyber and Data Privacy





COMMERCIAL UMBRELLA

SCHEDULE(S)

Policy Number: ACP CU013221130667

Policy Period: From 12-20-2024 To 12-20-2025

Schedule Of Underlying Insurance (as identified by the entry of a company name, policy number, policy period and limits):

Businessowners

Policy Number: ACP BP013221130667

Policy Period: From 12-20-2024 To 12-20-2025

Company: NATIONWIDE GENERAL INSURANCE COMPANY

Limits of Insurance

		Limit
Each Occurrence Limit of Insurance	Per Occurrence	\$1,000,000
Personal and Advertising Injury	Per Person Or Organization	\$1,000,000
Products - Completed Operations Aggregate	All Occurrences	\$2,000,000
General Aggregate (Other than Products - Completed Operations)	All Occurrences	\$2,000,000

Coverages

		Limit
Directors And Officers Liability Coverage	Per Wrongful Act	\$1,000,000
	Aggregate	\$1,000,000

Important Notice: Restrictions, limitations and exclusions to the above scheduled underlying insurance (or any replacements thereof) will act as restrictions, limitations and exclusions to coverage A of this policy.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its Secretary and President

Secretary

President

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Nationwide®

IMPORTANT NOTICE

Thank you for choosing Nationwide® to help you protect what's important to you. We value your business and want to ensure you have current information about your policy.

What you need to do

Please read this notice carefully. 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 any conflict between the policy and this notice, the provisions of the policy shall prevail.

You can always count on us to be there

We appreciate your business and look forward to continuing to serve you. If you have any questions, or would like to learn about additional coverage options, please contact your Nationwide agent.

Important Notice Description(s)

2023 Commercial Umbrella Liability Multistate Endorsements Addressing Cyber and Data Privacy

This Notice provides information concerning the following new and revised endorsements, which applies to your renewal policy being issued by us.

CU 00 05 - Exclusion - Violation Of Law Addressing Data Privacy

When this endorsement is attached to your policy, an exclusion is added to Coverage A and Coverage B that excludes coverage for bodily injury, property damage or personal and advertising injury that generally arises out of the violation of statutes, ordinances, regulations or other laws generally pertaining to any person's or organization's confidential or personal material or information, including financial, health, biometric or other nonpublic material or information. This exclusion is a reinforcement of coverage intent. Damages related to violations of laws pertaining to data privacy are not intended to be covered under this Coverage Part.

CU 04 02 - Loss Of Electronic Data Resulting From Physical Injury To Tangible Property Liability Coverage - Subject To Cyber Incident Exclusion

This endorsement is revised to delete provisions addressing the Access Or Disclosure Of Confidential Or Personal Information Exclusion and to add a cyber incident exclusion. Additionally, the provision "electronic data" that does not result from physical injury to tangible property" is reworded and relocated as a separate exception to the Electronic Data Exclusion.

With respect to deletion of the provisions addressing the Access Or Disclosure Of Confidential Or Personal Information Exclusion from this endorsement, attachment of this endorsement when Endorsement CU 21 86 Exclusion - Access Or Disclosure Of Confidential Or Personal Material Or Information (12/2023 edition) is attached to the same policy results in no impact on coverage.

With respect to the Cyber Incident Exclusion, attachment of this endorsement when mandatory Endorsement CU 34 56 Exclusion - Cyber Incident is attached to the same policy is a reinforcement of coverage intent. Otherwise, to the extent that current policy exclusions do not apply to liability arising out of cyber incidents, the changes to this revised endorsement will result in a reduction of coverage.

CU 21 86 - Exclusion - Access Or Disclosure Of Confidential Or Personal Material Or Information

This endorsement is revised to delete the provisions addressing the Electronic Data Exclusion, replace "damages" with "bodily injury" or "property damage" and add biometric information to the types of material or information addressed in the endorsement. Additionally, the types of expenses addressed in the last paragraph of the exclusion are expressly extended to identity monitoring expenses, data restoration expenses and extortion expenses.

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With respect to bodily injury, property damage and personal and advertising injury arising out of access to or disclosure of confidential or personal material or information, the various changes in this revised endorsement are a reinforcement of coverage intent.

With respect to deletion of the Electronic Data Exclusion, the changes in this revised endorsement result in no impact on coverage.

CU 34 56 - Exclusion - Cyber Incident

When this endorsement is attached to your policy, coverage is excluded under Coverage A and Coverage B with respect to bodily injury, property damage or personal and advertising injury arising out of a cyber incident.

To the extent that current policy exclusions do not apply to liability arising out of cyber incidents, attachment of this endorsement will result in a reduction of coverage.

We acknowledge that the terms, conditions and coverages in this policy have been negotiated in good faith with you. You have agreed to accept such terms, conditions and coverages. Your payment of the policy premium will constitute your acceptance of our policy. Please read this exclusion carefully so that you will be familiar with its provisions.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDOMINIUMS, CO-OPS, ASSOCIATIONS - DIRECTORS AND OFFICERS LIABILITY COVERAGE

THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Named Association: MANORS AT AMYCLAE TOWNHOUSE ASSOCIATION INC	
Directors And Officers Liability Annual Aggregate Limit Of Insurance:	\$1,000,000
Retained Limit:	\$
Pending Or Prior Litigation Date:	Retroactive Date: 12-20-2022
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. The following are added to **Section I – Coverages:**

1. Insuring Agreement – Management Liability

a. We will pay on behalf of an "insured person" the "ultimate net loss" in excess of the "retained limit" which the "insured person" becomes legally obligated to pay as a result of a "claim" first made against that "insured person" during the policy period or during the Extended Reporting Period, if purchased, as described in Paragraph G., except to the extent that the "association" has indemnified the "insured person" for such "ultimate net loss".

However, this insurance applies only to a "claim" arising out of a "wrongful act" committed by the "insured person" which occurs on or after the Retroactive Date, if any, shown in the Schedule, and before the end of the policy period.

b. If a "claim" against an "insured person" includes a "claim" against the "insured person's" spouse (whether such status is derived by reason of statutory or common law, or any other law of any country) solely by reason of:

- (1) Such spousal status; or
- (2) Such spouse's ownership interest in property or assets that are sought as recovery for the "wrongful act"

committed or allegedly committed by the "insured person";

all "ultimate net loss" in excess of the "retained limit" which such spouse becomes legally obligated to pay by reason of such "claim" will be treated for the purposes of this endorsement as "ultimate net loss" which the "insured person" becomes legally obligated to pay as a result of the "claim" made against such "insured person". Such "ultimate net loss" to the spouse will be covered under this endorsement only if and to the extent that such "ultimate net loss" would be covered if incurred by the "insured person".

However, this Paragraph b. does not apply to a "claim" arising out of any "wrongful act" committed or allegedly committed by the "insured person's" spouse.

c. This insurance also applies to "claims" arising out of the "wrongful acts" of an "insured person" made against:

- (1) The estate, heirs or legal representatives of a deceased "insured person"; and
- (2) The legal representative of that "insured person" in the event of incompetency, insolvency or bankruptcy.

However, this Paragraph c. only applies to "claims" if and to the extent that, in the

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absence of such death, incompetency, insolvency or bankruptcy of the "insured person", such "claims" would have been covered by this insurance according to all applicable terms, conditions and exclusions.

2. Insuring Agreement – Association Reimbursement

We will pay on behalf of the "association" any "ultimate net loss" in excess of the "retained limit" for which the "association" has indemnified an "insured person", as permitted or required by law, and which the "insured person" becomes legally obligated to pay as a result of a "claim" first made against that "insured person" (or an "insured person's" spouse or any other party granted the rights of an "insured person" under Paragraph 1.) during the policy period or during the Extended Reporting Period, if purchased, as described in Paragraph G.

However, this insurance applies only to a "claim" arising out of a "wrongful act" committed by the "insured person" which occurs on or after the Retroactive Date, if any, shown in the Schedule, and before the end of the policy period.

3. Insuring Agreement – Association Liability

We will pay on behalf of the "association" any "ultimate net loss" in excess of the "retained limit" which the "association" becomes legally obligated to pay as a result of a "claim" first made against the "association" during the policy period or during the Extended Reporting Period, if purchased, as described in Paragraph G.

However, this insurance applies only to a "claim" arising out of a "wrongful act" committed by the "association" which occurs on or after the Retroactive Date, if any, shown in the Schedule, and before the end of the policy period.

4. Defense And Settlement

We will have the right and duty to defend the insured against any "claim" made against the insured under Paragraph A. of this endorsement when the "underlying insurance" does not provide coverage or the limits of the "underlying insurance" have been exhausted.

However, we will have no duty to defend the insured against any "claim" because of a "wrongful act" to which this insurance does not apply. We may, at our discretion, investigate any incident that may result in a "loss". We may, with your written consent, settle any "claim".

All "claims" arising out of the same "wrongful act" or "interrelated wrongful acts" committed by one or more "insured persons" shall be considered a single "claim". Such single "claim" shall be deemed to be first made on the date the initial "claim" arising out of such "wrongful act" or "interrelated wrongful acts" was first made pursuant to Paragraph E. or notice of such "wrongful act" or "interrelated wrongful acts" was first reported pursuant to Paragraph E.

B. Exclusions

For the purposes of the coverage provided by this endorsement, this insurance does not apply to any "loss" resulting from any "claim":

1. Arising out of any dishonest, malicious, fraudulent or deliberately criminal act or any willful violation of any statute or regulation.
2. For "bodily injury".
3. For mental or emotional distress, except when allegations of mental or emotional distress are made in a "claim" arising from a "wrongful employment practices act".
4. For "property damage".
5. Arising out of the gaining of any profit, remuneration or advantage to which any insured was not legally entitled.
6. Arising out of a "wrongful act" or "interrelated wrongful act" that has occurred before the Retroactive Date, if any, shown in the Schedule.
7. Arising out of the same facts, "wrongful acts" or "interrelated wrongful acts", alleged or contained in any "claim" which has been reported, or in any circumstances of which notice has been given:
 - a. During a prior policy period of this policy; or
 - b. Under any insurance policy of which this policy is a replacement.
8. Arising out of any demand, "suit" or other proceeding against any insured which was pending on or existed prior to the applicable Pending Or Prior Litigation Date shown in the Schedule, or arising out of the same or substantially the same facts, circumstances or allegations which are the subject of, or the basis for, such demand, "suit" or other proceeding.
9. Arising out of any actual or alleged failure or omission on the part of any insured to effect or maintain insurance.
10. Arising out of any "wrongful act" committed or allegedly committed by any "insured person" serving in any position or capacity in any organization or association other than the



"association" even if the "association" directed or requested that "insured person" to serve in such other position or capacity.

- 11. Brought by or on behalf of the "association" or any "insured person", in any capacity, except:
 - a. A "claim" that is a derivative action brought on behalf of the "association" by one or more unit-owners who are not "insured persons" and who bring the "claim" without the solicitation, assistance or participation of any "insured person" or the "association"; or
 - b. A "claim" arising out of a "wrongful employment practices act".
- 12. For an actual or alleged violation of the Employee Retirement Income Security Act of 1974 and its amendments, or similar provisions of any federal, state, local or statutory law or common law.
- 13. For liability under or breach of any oral, written or implied contract or agreement, or for liability of others assumed by the "association" under any such contract or agreement, except if:
 - a. The "association" would have been liable in the absence of such contract or agreement; or
 - b. Allegations of liability or breach of such contract or agreement are made in a "claim" arising out of a "wrongful employment practices act".
- 14. Arising out of "personal and advertising injury".
- 15. Arising out of:
 - a. The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time;
 - b. Any 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
 - c. A "claim" made or "suit" brought by or on behalf of any 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";

including without limitation any "claim" by or on behalf of the "association".
- 16. Arising out of "wrongful acts" in the selection or direct or indirect supervision of any contractor or subcontractor liable or alleged to be liable

for any defect in construction at any premises insured under this policy.

- A "wrongful act" committed by any "insured person" shall not be imputed to any other "insured person" for purposes of applying the exclusions set forth in this Paragraph B.
- C. For the purposes of the coverage provided by this endorsement, **Section II – Who Is An Insured** is replaced by the following:
 - 1. The "association" is an insured.
 - 2. "Insured persons" are insureds.
- D. For the purposes of coverage provided by this endorsement, **Section III – Limits Of Insurance** is replaced by the following:
 - 1. Our obligation to pay damages on behalf of the insured applies only to the amount of "ultimate net loss" in excess of the "retained limit" shown in the Schedule of this endorsement. If there is "underlying insurance" with a policy period that is nonconcurrent with the policy period of this endorsement, the "retained limit" will only be reduced or exhausted by "claims" for that insurance that are made during the policy period or the Extended Reporting Period of this endorsement.
 - 2. The Directors and Officers Liability Annual Aggregate Limit of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Claims" made or "suits" brought;
 - c. Persons, organizations or government agencies making "claims" or bringing "suits"; or
 - d. "Wrongful acts".
 - 3. The Directors and Officers Liability Annual Aggregate Limit of Insurance is the most we will pay for the sum of all "ultimate net loss" because of "wrongful acts" covered under this endorsement.

If the aggregate limit is exhausted by payment of "ultimate net loss" we will have no further obligations or liability of any kind under this endorsement.

"Claims expenses" are part of the "ultimate net loss" and are payable within the Limit of Insurance shown in the Schedule, thereby reducing that limit.

The Limits of Insurance of this endorsement 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 of the policy to which this endorsement is attached, unless the policy

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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.

E. For the purposes of the coverage provided by this endorsement, Condition 3. of **Section IV – Commercial Liability Umbrella Conditions** is replaced by the following:

3. Duties In The Event Of An Act, Error Or Omission, Or Claim Or Suit

a. You must see to it that we are notified as soon as practicable of a "wrongful act" which may result in a "claim". To the extent possible, notice should include:

- (1) What the "wrongful act" was and when it occurred; and
- (2) The names and addresses of anyone who may suffer damages as a result of the "wrongful act".

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 any "wrongful acts" 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 without our consent.

F. For the purposes of the coverage provided by this endorsement, the following is added to **Section IV – Commercial Liability Umbrella Conditions**:

Consent To Settle

If we recommend a settlement to the insured which is acceptable to the claimant, but to which the insured does not consent, the most we will pay as damages in the event of any later settlement or judgment is the amount for which the "claim" could have been settled, to which the insured did not give consent, plus "claims expenses" incurred as of the date such settlement was proposed in writing by us to the insured.

G. For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added, or, if this endorsement is attached to a claims-made Coverage Part, replace any similar section in that Coverage Part.

Extended Reporting Period

1. You will have the right to purchase an Extended Reporting Period, as described below, if:

a. This endorsement is cancelled or not renewed for any reason; or

b. We renew or replace this endorsement with insurance that:

(1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or

(2) Does not apply to "wrongful acts" on a claims-made basis.

2. The Extended Reporting Period starts with the end of the policy period. It does not extend the policy period or change the scope of coverage provided. It applies only to "claims" to which the following apply:

a. The "claim" is first made during the Extended Reporting Period;

b. The "wrongful act" occurs before the end of the policy period; and

c. The "wrongful act" did not commence before the Retroactive Date.

Once in effect, the Extended Reporting Period may not be cancelled.

3. An Extended Reporting Period of three years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 30 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

4. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

a. The exposures insured;



- b. Previous types and amounts of insurance;
- c. Limit of Insurance available under this endorsement for future payment of damages; and
- d. Other related factors.

The additional premium may not exceed 100% of the annual premium for this endorsement. The premium for the Extended Reporting Period will be deemed fully earned as of the date it is purchased.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this section, applicable to the Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

- 5. The Extended Reporting Period does not reinstate or increase the Limits of Insurance.

H. For the purposes of the coverage provided by this endorsement, the following definitions are added to the **Definitions** section:

- 1. "Association" means the entity named in the Schedule as the named association.
- 2. "Claim" means:
 - a. A written demand for monetary damages against any insured;
 - b. A civil proceeding against any insured commenced by the service of a complaint or similar pleading;
 - c. A criminal proceeding against any "insured person" commenced by a return of an indictment; or
 - d. A formal administrative or regulatory proceeding against any insured commenced by the filing of a notice of charges, formal investigative order or similar document;

for a "wrongful act", including any appeal therefrom.
- 3. "Claims expenses" means that part of a "loss" consisting of reasonable and necessary fees (including attorneys' and experts' fees), expenses incurred in the defense or appeal of a "claim", and the premium for appeal, attachment or similar bonds (without any obligation on our part to provide such bonds), excluding the wages, salaries, benefits or expenses of any "insured person".
- 4. "Financial insolvency" means the status of the "association" resulting from:

- a. The appointment of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to control, supervise, manage or liquidate the "association"; or

- b. The "association" becoming a debtor in possession.

- 5. "Insured person" means any former, present or future director, officer, trustee, employee or volunteer of the "association".

- 6. "Interrelated wrongful act" means all causally connected "wrongful acts".

- 7. "Loss" means "claims expenses", compensatory damages, settlement amounts, legal fees and costs awarded pursuant to judgments. "Loss" does not include civil or criminal fines or penalties imposed by law, punitive or exemplary damages, the multiplied portion of multiplied damages, taxes or matters that are uninsurable pursuant to applicable law.

- 8. "Wrongful act" includes a "wrongful employment practices act" and means:

- a. With respect to the "insured person", any actual or alleged error, misstatement, misleading statement, neglect or breach of duty, omission or act by the "insured person" in their insured position or capacity for the "association"; or any matter claimed against them solely by reason of their serving in such insured position or capacity. This does not apply to a position or capacity in any entity other than the "association", even if the "association" directed or requested the "insured person" to serve in such other position or capacity.

- b. With respect to the "association", any actual or alleged error, misstatement, misleading statement, neglect or breach of duty, omission or act by the "association".

- 9. "Wrongful employment practices act" means any of the following offenses, but only when they are employment-related:

- a. Wrongful dismissal, discharge or termination of employment;
- b. Breach of any implied employment contract;
- c. Employment-related misrepresentation;
- d. Violation of any federal, state or local statute, regulation, ordinance or common law concerning employment or discrimination in employment;
- e. Sexual harassment (as that term is defined by the Federal Equal Employment Opportunity Commission) or other illegal workplace harassment;

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- f. Wrongful failure to employ or promote;
 - g. Wrongful reference, discipline or deprivation of a career opportunity;
 - h. Failure to adopt adequate workplace or employment policies and procedures; or
 - i. Illegal retaliatory treatment.
- I. For the purposes of the coverage provided by this endorsement, Definitions **21.** and **23.** in **Section V – Definitions** are replaced by the following:
- 21.** "Suit" means a civil proceeding in which damages because of a "wrongful act" 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.
- 23.** "Ultimate net loss" means the total sum of "loss", after reduction for recoveries or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of settlement or judgments or any arbitration or other alternate dispute method entered into with our consent or the "underlying insurer's" consent.



POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Premises:

THOSE PREMISES THAT ARE SHOWN IN THE DECLARATIONS ON THE SCHEDULE OF "UNDERLYING INSURANCE" AND YOUR OPERATIONS NECESSARY OR INCIDENTAL TO THOSE PREMISES.

Project:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance applies only to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

2. The project shown in the Schedule.

1. The ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises; or

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ACCESS OR DISCLOSURE OF
CONFIDENTIAL OR PERSONAL MATERIAL
OR INFORMATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following 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:

**Access Or Disclosure Of Confidential Or
Personal Material Or Information**

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal material or information, including:

- a. Patents, trade secrets, processing methods, customer lists;
- b. Financial information, credit card information;
- c. Health information, biometric information; or
- d. Any other type of nonpublic material or information.

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion 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 material or information.

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 Material Or Information**

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal material or information, including:

- a. Patents, trade secrets, processing methods, customer lists;
- b. Financial information, credit card information;
- c. Health information, biometric information; or
- d. Any other type of nonpublic material or information.

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion 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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Description Of Premises And Operations:

THOSE PREMISES AND / OR OPERATIONS TO WHICH PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED APPLIES ON THE SCHEDULE OF "UNDERLYING INSURANCE".

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to "bodily injury" or "property damage" arising out of "your products" manufactured, sold, handled or distributed:

1. On, from or in connection with the use of any premises described in the Schedule, or
2. In connection with the conduct of any operation described in the Schedule, when conducted by you or on your behalf,

Paragraph a. of the definition of "Products-completed operations hazard" in the Definitions Section is replaced by the following:

"Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" that arises out of "your products" if the "bodily injury" or "property damage" occurs after you have relinquished possession of those products.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - COMMUNICABLE DISEASE CLASSIFIED AS
AN EPIDEMIC, PANDEMIC, OR PUBLIC HEALTH
EMERGENCY**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following exclusion is added:

Communicable Disease Classified as an Epidemic, Pandemic, or Public Health Emergency

This insurance does not apply to:

Any liability arising out of the actual or alleged transmission of a communicable disease declared or characterized as an epidemic, pandemic, or public health emergency by the World Health Organization, the United States Center for Disease Control, or a federal, state or local public health agency.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

All terms and conditions of this policy apply unless modified by this endorsement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

PFC/PFAS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA 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:

2. Exclusions

This insurance does not apply to:

“PFC/PFAS”

- a. “Bodily injury” or “property damage” which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of, any “PFC/PFAS”; or
- b. Any loss, cost or expense arising out of, in whole or in part, the abating, testing for, monitoring, clean up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, “PFC/PFAS”, by any insured or by any other person or entity.

This exclusion applies regardless of whether any other cause, event, material, substance, good or product, contributed concurrently or in any sequence to such injury or damage. This exclusion also applies regardless of whether any “PFC/PFAS” is contained, used, included, involved or incorporated intentionally, accidentally or unknowingly in or on a good or product, component part of a good or product, or otherwise by any insured or by any other person or entity. This exclusion applies regardless of whether the inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of any “PFC/PFAS” occurs within or outside of any building or other structure.

B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverages – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

“PFC/PFAS”

- a. “Personal and advertising injury” which would not have occurred, in whole or in part, but for the actual, alleged, threatened, suspected inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of, any “PFC/PFAS”; or
- b. Any loss, cost or expense arising out of, in whole or in part, 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, “PFC/PFAS”, by any insured or by any other person or entity.

This exclusion applies regardless of whether any other cause, event, material, substance, good or product contributed concurrently or in any sequence to such injury or damage. This exclusion also applies regardless of whether any “PFC/PFAS” is contained, used, included, involved or incorporated intentionally, accidentally or unknowingly in or on a good or product, component part of a good or product, or otherwise by any insured or by any other person or entity. This exclusion applies regardless of whether the inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of any “PFC/PFAS” occurs within or outside any building or other structure.

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C. The following definition is added to the **Definitions** section:

"PFC/PFAS" means:

a. Any fluorosurfactant, perfluorinated chemical or compound, or perfluoroalkyl or polyfluoroalkyl substance, including but not limited to any per- or polyfluorinated acid (including, without limitation, perfluorooctanoic acid (PFOA), perfluorooctanesulfonic acid (PFOS), and per- and polyfluorether carboxylic acids), per- or polyfluorinated sulfonamide, per- or polyfluorinated iodide, per- or polyfluorinated aldehyde, per- or polyfluorinated sulfonyl fluoride, per- or polyfluorinated fluorotelomer substance or per- or polyfluorinated sulfonamido substance; or

b. any perfluoroalkane or polyfluoroalkane substance, including but not limited to carbon tetrafluoride, perfluorooctane, and perfluoro-2-methylpentane; or

c. any fluorinated polymers, including but not limited to fluoropolymers, perfluoropolyethers and side-chain-fluorinated polymers; or

any of the associated homologues, isomers, salts, esters, alcohols, acids, precursor chemicals and derivatives, and related degradation or by-products of any such constituent.

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion, do not exclude coverage for **PFC/PFAS**-related injury, damage, loss, cost or expense.



All other conditions and provisions of the policy remain unchanged by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CYBER INCIDENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following 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:

Cyber Incident

"Bodily injury" or "property damage" arising out of a "cyber incident".

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber incident".

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:

Cyber Incident

"Personal and advertising injury" arising out of a "cyber incident".

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber incident".

C. For the purposes of this endorsement, the following definition is added to the Definitions Section:

"Cyber incident" means any:

1. Unauthorized access to or use of any computer system.
2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system 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 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.

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APPROVED FOR RECORD
04-27-89 at 10:35 a.m.

ARTICLES OF INCORPORATION

1989 APR 27 A 10:35

OF

THE MANORS AT AMYCLAE TOWNHOUSE ASSOCIATION, INC.

THIS IS TO CERTIFY:

FIRST: That I, the subscriber, Thomas E. Marshall, whose Post Office address is 30 Office Street, Bel Air, Maryland, 21014, being of full legal age, acting as incorporator, do hereby form a corporation pursuant to the General Laws of the State of Maryland.

SECOND: The name of the corporation (hereinafter called "the Association") is THE MANORS AT AMYCLAE TOWNHOUSE ASSOCIATION, INC.

THIRD: The Association is not formed for profit or pecuniary gain of any sort inuring to the benefit of the members thereof or to any individuals or corporations. The purposes for which the Association is formed are as follows:

(1) Its general purpose is to provide for the maintenance and preservation of the real property described as the "Common Area", in a Declaration of Covenants and Restrictions (hereinafter called the "Declaration") made by KCC-USA Development Limited dated March 1, 1989, recorded among the Land Records of Hartford County, Maryland in Liber CGH No. 1544, folio 151, and with respect to the Common Areas therein described, to promote the health, safety and welfare of the residents and to enforce the covenants and restrictions described above within the residential community subject to the Declaration ("Community").

(2) For The general purpose aforesaid, the Association shall have the following specific purposes:

(a) To acquire by assignment or deed as the result of gift, purchase, or otherwise, and to own, hold, improve, build on, operate, maintain, convey, sell, lease, transfer, dedicate to public use, or otherwise deal with or dispose of the Common Area within the Community, other real property, and such personal property as may be necessary or proper for the conduct of the affairs of the Association;

(b) To exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration and as the same may be amended from time to time as therein provided; the Declaration is incorporated by reference herein as if set forth at length;

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HARTFORD COUNTY CIRCUIT COURT (Homeowners Association Records) CGH & JJR 22, p. 0411, MSA_CE486_22. Date available 08/30/2010. Printed 02/26/2018.

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STATE OF MARYLAND
I hereby certify that this is a true and complete copy of the
page document on file in this office. DATED: 3-27-89
STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
BY: *Sheldene C. Ashley*
This stamp replaces our previous certification system. Effective 10/84

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EXHIBIT
B

HARFORD COUNTY CIRCUIT COURT (Homeowners Association Records) CGH & JJR 22, p. 0412, MSA_CE486_22. Date available 08/30/2010. Printed 02/26/2018.

(c) To establish, fix, make, impose, levy, collect and enforce payment of, by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(d) To purchase, lease, option or otherwise acquire, own, hold, preserve, develop, improve, build upon, manage, operate, maintain, convey, sell, exchange, rent, lease, dedicate for public use, or in any manner transfer or dispose of any real or personal property in connection with the affairs of the Association;

(e) To borrow or to raise money for any of the purposes of the Association, and to issue bonds, debentures, notes, or other obligations of any nature, and in any manner permitted by law, for money so borrowed or in payment for property purchased, or for any other lawful consideration, and, upon authorization of two-thirds (2/3) of the members of each class of membership in the Association, voting separately thereon, to secure the payment of the money borrowed and of the interest thereon, by mortgage upon, or pledge or conveyance or assignment in trust of, the whole or any part of the property of the Association;

(f) To dedicate, sell or otherwise transfer all or any part of the Common Areas, property and facilities of the Association to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed upon by the members, provided, however, that no such dedication, sale or transfer shall be effective unless made by an appropriate instrument signed by two-thirds (2/3) of the members of each class of membership in the Association, computed separately, agreeing to such dedication, sale or transfer;

(h) To add to the Community as described in Exhibit A of the Declaration, at any time, and from time to time, any part of the Additional Property as shown on Exhibit B of the Declaration (hereinafter called "Additional Property"), without the consent of any of the members of the Association, and to add other and additional residential property and Common Areas, provided that any addition of such other and additional residential property and Common Areas shall have the assent of the majority of the members of the Association present and voting in person or by proxy on the question;

(i) to have and to exercise any and all powers, rights and privileges which a corporation organized under the non-stock, Non-Profit Corporation Law of the State of Maryland by law may now or hereafter have or exercise, without limitation by the foregoing description of specific powers.

The Association is formed under the articles, conditions and provisions expressed herein and in the General Laws of this State. In no event, however, shall the Association: (i) carry on any propaganda or otherwise attempt to influence any legislation or any public administrative

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HARFORD COUNTY CIRCUIT COURT (Homeowners Association Records) CGH & JJR 22, p. 0413, MSA_CE486_22. Date available 08/30/2010. Printed 02/26/2018.

action; (ii) participate or intervene in any political campaign on behalf of any candidate for public office, by any means, including the publication or distribution or any statement for or against any such candidate; (iii) carry on any activity not permitted to be carried on by a corporation exempt from federal Income Tax under Section 501(c)(4) of the Internal Revenue Code of 1954, or corresponding provisions of any future United States Internal Revenue law; or (iv) invest in or use any property in such a manner as to jeopardize its exemption from taxation under the aforesaid Section 501(c)(4) of the Internal Revenue Code of 1954, as now in force or hereafter amended.

FOURTH: The post office address of the principal office of the Association in this State is 30 Office Street, Bel Air, Maryland, 21014. The name and post office address of the resident agent of the Association in this State are Thomas E. Marshall, 30 Office Street, Bel Air, Maryland, 21014. Said resident agent is a citizen of the State of Maryland and actually resides therein.

FIFTH: The Association shall have three (3) directors, which number may be increased or decreased pursuant to the By-Laws of the Association, but shall never be less than three; and the name of the directors who shall act until their successors are duly chosen and qualify are: Elwood V. Stark, Jr., Christos B. Economides, and Alkimos Macaronidis. No director need be a member of the Association.

SIXTH: The Association is not authorized or empowered to issue capital stock of any type or class. The Association is and shall be a membership corporation, and every person or entity who is a owner, as hereinafter defined, of a lot now or hereafter laid out or established in the property subject to the Declaration or any part of the Additional Property brought within the jurisdiction of the Association. Each member shall be designated either a Class A member or a Class B member. A description of each class of membership with the voting rights and powers of each class is as follows:

(1) Class A. Class A members shall be all Owners (except the Developer during such time as there shall be a Class B membership) of lots which are

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HARFORD COUNTY CIRCUIT COURT (Homeowners Association Records) CGH & JJR 22, p. 0414, MSA_CE486_22. Date available 08/30/2010. Printed 02/26/2018.

subject to assessment by the Association under the terms of the Declaration, and shall be entitled to one vote for each such lot so owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as the members among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

(2) Class B. The Class B member shall be the Developer, or its successors and assigns, if such successors or assigns should acquire two (2) or more undeveloped lots from the Developer for the purpose of development, and shall be entitled to three (3) votes for each lot owned.

(3) Conversion. The Class B membership shall cease and be converted to Class A membership upon the earlier to occur of the following two dates:

- (a) The date on which the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) January 1, 1998.

The term "owner", as used in these Articles, shall mean and include the person, firm, corporation, trustee, or legal entity, or the combination thereof, including contract sellers, holding record title to a lot in the Community or any part of the Additional Property brought within the jurisdiction of the Association, subject by covenants of record to a lien for charges and assessments levied by the Association, as said lot is now or may from time to time hereafter be created or established, either in his, her or its own name, or as joint tenants, tenants, tenants in common, tenants by the entirety, or tenancy in copartnership, if the lot is held in such real property tenancy or partnership relationship. If more than one person, firm, corporation, trustee, or other legal entity, or any combination thereof, hold the record title to any one lot, whether in a real property tenancy, partnership relationship, or otherwise, all of same, as a unit, and not otherwise, shall be deemed a single owner and shall be or become a single member of the Association by virtue of ownership of such lot.

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HARFORD COUNTY CIRCUIT COURT (Homeowners Association Records) CGH & JJR 22, p. 0415, MSA_CE486_22. Date available 08/30/2010. Printed 02/26/2018.

If any single membership in the Association is made up of two or more persons, firms, corporations, trustees or other legal entities, or any combination thereof, only one vote shall be cast on behalf of the membership, based upon the agreement of such constituent entities, provided, however, that if only one votes, he, she, or it may cast the entire vote of the member and such act shall bind all.

The term "owner", however, shall not include any contract purchaser, nor the owner of any redeemable ground rent issuing out of any lot, nor shall it include any mortgagee, trustee or other grantee named in any mortgage, deed of trust or other security instrument covering any lot, designed solely for the purpose of securing performance of an obligation or payment of a debt. Membership in the Association shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

SEVENTH: The duration of the Association shall be perpetual. However, the Association may be dissolved only under and in accordance with the laws of the State of Maryland, provided such dissolution first be authorized, in writing, signed by not less than two-thirds (2/3) of the members of the Association, or, if there be more than one class of members, then by not less than two-thirds (2/3) of each class of members of the Association, computed separately. Upon any dissolution of the Association, after discharge of all corporate liabilities, the Board of Directors shall dispose of the assets of the Association, by dedication thereof to an appropriate public agency to be used for purposes similar to those for which the Association was formed. In the event that such dedication is refused, such assets shall be granted, conveyed, and assigned to any non-profit

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HARFORD COUNTY CIRCUIT COURT (Homeowners Association Records) CGH & JJR 22, p. 0416, MSA_CE486_22. Date available 08/30/2010. Printed 02/26/2018.

corporation, association, trust or other organization as shall at the time qualify as an organization or organizations exempt from taxation under Section 501(c) of the Internal Revenue Code of 1954, or the corresponding provisions of any future United States Revenue laws, as the Board of Directors may determine, preferably to a semipublic agency, to be used in furthering, facilitating or effectuating purposes similar to those for which the Association was formed.

EIGHTH: Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership, except that the Board of Directors may, from time to time, by resolution, change the location of the principal office of the Association and change the resident agent of the Association.

NINTH: As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties (other than all or any part of the Additional Property of Amyclae Estates), mergers and consolidations, mortgaging of Common Areas, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation and acknowledge the same to be my act on this 25 day of April, 1989.



Thomas E. Marshall

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DECLARATION OF COVENANTS AND RESTRICTIONS

Section Four. Amyclae Estates

THIS DECLARATION, made this 1st day of March, 1989, by KCC-USA DEVELOPMENT LIMITED, hereinafter called Developer, and Langford Ltd., hereinafter called Builder.

WITNESSETH:

WHEREAS, Developer is the developer of and the Developer and the Builder are the owners of the real property described in Exhibit A of this Declaration and desire to create thereon a planned community with permanent open spaces and other community facilities for the benefit of the community; and

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values, amenities and opportunities in the community and for the maintenance of the Property and the improvements thereon, and to this end desires to subject the real property described in Exhibit A, together with such additions as may hereafter be made pursuant to Article II hereof, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner thereof; and

WHEREAS, for the efficient preservation of the values and amenities in the community, the Developer has incorporated or will incorporate under the laws of the State of Maryland The Manors at Amyclae Townhouse Association, Inc. and hereby delegates and assigns to it the powers of owning, maintaining and administering and enforcing the covenants and restrictions, collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety and welfare of the residents.

NOW, THEREFORE, the Developer and the Builder declare that the real property described in Exhibit A, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

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HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1544, p. 0151, MSA_CE54_1431. Date available 08/28/2006. Printed 05/21/2022.

ARTICLE I

Definitions

As used in this Declaration, the following terms shall have the meanings herein ascribed thereto, except to the extent otherwise expressly provided, or otherwise resulting from necessary implication. The terms herein defined are:

Section 1. Additional Property. Property other than that described in Exhibit A which may, from time to time, be added to the Property pursuant to Article II hereof.

Section 2. Association. "Association" means The Manors at Amyclae Townhouse Association, Inc., a Maryland non-profit corporation, its successors and assigns.

Section 3. Book of Resolutions. "Book of Resolutions" means the document containing rules and regulations and policies adopted by the Association, as they may be from time to time amended.

Section 4. Builder. "Builder" means Langford, Ltd. the current owner of some of the Property being subjected to this Declaration of Covenants and Restrictions.

Section 5. Common Areas. "Common Areas" means those areas of land and improvements located thereon, as designated on Exhibit A hereto, or as hereafter conveyed to the Association or shown on any recorded subdivision plat of the Property, which are intended to be devoted to common use and enjoyment of all members of the Association, including particularly, but not by way of limitation, walkways and recreational areas, storm water management facilities and other facilities and other related installations on any land or easement area. The Common Areas to be owned by the Association at the time of the conveyance of the first Lot are all of the land shown on the Plat, saving and excepting the Lots and public roadways.

Section 6. Declaration. "Declaration" means covenants, conditions and restrictions and all other provisions herein set forth in this entire document, as it may from time to time be amended.

Section 7. Developer. "Developer" means KCC-USA Development Limited, the successor to all or substantially all of its business of developing the Property, or any of its assigns who are expressly granted rights of the Developer in conjunction with a conveyance of a portion of the Property.

Section 8. Lot or Lots. "Lot" or "Lots" means one or more of the numbered subdivided parcels shown on the Plat, with the exception of the Common Areas, and one or more of the lots shown on any recorded subdivision plat of all or any portion of the Property brought within the jurisdiction of the Association, pursuant to Article II hereof, with the exception of Common Areas therein.

Section 9. Member. "Member" means any member of the Association, as defined under its Articles of Incorporation and By-Laws.

Section 10. Mortgage or Mortgagee. "Mortgage" means a mortgage, deed of trust or other conveyance in the nature of a mortgage; and "Mortgagee" means the grantee named in a mortgage or other conveyance in the nature of a mortgage, the beneficiary or creditor secured by any deed of trust, and the heirs, personal representatives, successors and assigns of such grantee, beneficiary or creditor.

Section 11. Owner or Record Owner. "Owner" or "Record Owner" means the person, firm, corporation, trustee, or legal entity, or a combination thereof, including contract sellers, holding record title to a lot, either in his, her, or its own name, or as joint tenants, tenants in common, tenants by the entirety, or tenancy in co-partnership, if the lot is held in such real property tenancy or partnership relationship. If more than one person, firm, corporation, trustee, or other legal entity hold the record title to any one lot, whether in a real property tenancy, partnership relationship, or otherwise, all of such entities, as a unit, and not otherwise, shall be deemed a single Record Owner and shall be or become a single member of the Association by virtue of ownership of such lot. The term "Owner" or "Record Owner", however, shall not mean, refer to or include any contract purchaser, nor the owner of any redeemable ground rent issuing out of any lot, nor shall it include any mortgagee named in any mortgage covering any lot designed solely for the purpose of securing performance of an obligation or payment of a debt.

Section 12. Plat. "Plat" means the plats entitled, "Amyclae Estates, Section IV", prepared by George W. Stephens, Jr. and Associates, Inc., and recorded among the Plat Records of Harford County, Maryland, in Plat Book No. 61, Folio 38.

Section 13. Property. "Property" means the real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration as more particularly described in Exhibit A, together with the buildings and

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improvements thereon or to be erected thereon, and all rights to the alleys, ways, waters, privileges, appurtenances and advantages to the same belonging, or anywise appertaining, and such additions to such land, buildings, improvements, appurtenances and advantages which are made subject to the Declaration.

Section 14. Supplemental Declaration. "Supplemental Declaration" means any declaration of covenants, conditions and restrictions which may be recorded which extends the provisions of this Declaration to any additional property and contains such complementary provisions for such additional property as are herein required by this Declaration.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

ADDITIONS THERETO

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the Third Election District of Harford County, Maryland, and is more particularly described in Exhibit A.

Section 2. Additions to Existing Property. Added properties may become subject to this Declaration in the following manner.

(a) Additions by the Developer. The Developer shall have the right to bring within the scheme of this Declaration additional properties in future stages of development which are a portion of those lands illustrated in Exhibit B or which are contiguous to the lands illustrated in Exhibit B. For this purpose, contiguous shall mean adjacent or both sides of an area dedicated to public use.

(b) Other Additions. Notwithstanding the foregoing, additional lands may be annexed to the Property upon approval in writing of the Developer and of the Association, pursuant to a majority of votes of the Members present and voting in person or by proxy on the question.

The additions authorized under subsections (a) and (b) shall be made by the recording of one or more Supplementary Declarations of Covenants and Restrictions with respect to the Additional Property.

(c) Mergers. The property, rights and obligations of the Association may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Property except as hereinafter provided.

ARTICLE III

Property Rights

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall, as created, be appurtenant to and shall pass with the title to every lot and every member of the Association shall have a right to enjoyment in the Common Area, subject to the following provisions:

(a) The right of the Association to levy annual and special assessments for the maintenance, care or improvement of the Common Area.

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public authority, agency or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an appropriate instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer shall have been recorded.

(c) The right of the Association to establish uniform rules, regulations and guidelines pertaining to the use of the Common area and to grant easements and licenses thereon.

(d) The right of the Developer (and its successors, assigns, sales agents, representatives and invitees to include the Builder and other builders of improvements on the lots) to the non-exclusive use of the Common Area for office, construction, display, sales and exhibit purposes; which right the Developer hereby reserves; provided, however, that the aforesaid right shall terminate with respect to

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Common Areas which are part of the land described in Exhibit A upon the sale to individual homeowners and settlement of all the lots within the Property. Such right shall terminate with respect to Common Areas which are part of any land added to the Property by the filing of a Supplemental Declaration, upon the sale and settlement of all the lots within the Additional Property.

Section 2. Delegation of Use. Any member may delegate his right of enjoyment to the Common Area and facilities to his tenants, the members of his family, and to his guests, subject to such rules and regulations as the Board of Directors may from time to time adopt, provided, however, that there shall be no abrogation of the duty of any member to pay assessments as provided in ARTICLE VI of this Declaration, and provided, further, that the member shall remain fully liable and responsible for the failure of any such persons to comply with the provisions of this Declaration, the governing documents of the Association, or the rules and regulations adopted by the Board of Directors.

Section 3. Title to Common Area. Title to the Common Areas shall be conveyed from time to time to the Association free and clear of all liens and encumbrances. The Developer shall provide, at its cost, an owner's title policy to the Association for the Common Areas conveyed. All of the Common Areas which are part of the Property shall have been conveyed to the Association by no later than the date that the first lot is conveyed to a purchaser whose mortgage is insured by the Veterans Administration. All of the Common Areas which are part of any of the Property brought within the scheme of this Declaration as Additional Property shall be conveyed to the Association no later than the date that the first lot in the particular section is conveyed to a purchaser whose mortgage is insured by the Veterans Administration. If no mortgage in a particular section is insured by the Veterans Administration, the Common Area in each section brought within the scheme of this Declaration will be conveyed to the Association no later than 10 years from the date of recording of this Declaration or the Supplemental Declaration whereby each section is brought within the scheme of this Declaration as Additional Property or on such earlier date as may be required from time to time by the laws of Harford County, Maryland.

ARTICLE IV

Membership and Voting Rights

Section 1. Members. Every Owner of a lot shall be a member of the Association as designated in this Article. Membership shall be appurtenant to and may not be separated from ownership of any lot.

Section 2. Membership Classes and Voting Rights. The Association shall have two classes of voting membership.

Class A. Class A members shall be all Owners (except the Developer, its successors and assigns, during such time as there shall be a Class B membership) of lots which are subject to assessment by the Association under the terms of this Declaration, and shall be entitled to one vote for each such lot so owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as the members among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member shall be the Developer, or its successors and assigns, if such successors or assigns should acquire two (2) or more undeveloped lots from the Developer for the purpose of development, and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership upon the earlier to occur of the following two dates:

- (a) The date on which the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) January 1, 1998.

ARTICLE V

Maintenance

Section 1. Common Areas. The Association shall be responsible for the care and maintenance of the Common Areas, including both interiors and exteriors of any structures which might, in the future, be erected thereon; shall also be responsible for the care, maintenance and replacement of property so constructed and including rights-of-way dedicated to an appropriate governmental or quasi-governmental group or utility company where such group or company has not agreed to care for and maintain such property; and shall be responsible for the

maintenance of the front yards (the area from the face of the improvement on each lot to the front lot line) of all lots.

Section 2. Individual Lots. Except as otherwise provided herein, or on the Plat, the Owner of each lot shall be responsible for the care, maintenance and repair of his lot, and all improvements thereon.

ARTICLE VI

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessment. The Developer, for each lot owned within the Property, upon which a single-family attached or detached residential dwelling has been completed, hereby covenants, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (i) annual assessments and charges, and (ii) special assessments, such assessments to be established and collected as hereinafter provided. If a delinquency occurs in the payment of annual and/or special assessments, which delinquency is not cured within 30 days after the due date, such assessments, together with interest at the rate of 12% per annum, and costs of collection and attorneys' fees, if any, shall be a charge on the land, and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest, and the costs of collection and reasonable attorneys' fees, if any, shall also be the personal obligation of the person who was the Owner of such lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title, unless expressly assumed by them by written agreement. Nothing herein contained shall be construed to affect the validity of the lien or the remedies available to the Association as set forth in Sections 8 and 9 hereof.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents to the Property, for the improvement and maintenance of the Common Area, roadway, parking areas, walkways, storm water management facilities and other related items, and for such reserves and for such purposes as shall be determined by the Board of Directors.

Section 3. Maximum Annual Assessments.

(a) Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be \$600.00 per lot, payable in full on January 1 of each year or in such quarterly or monthly installments as the Board of Directors may determine.

(b) From and after January 1 of the year immediately following conveyance of the first lot to an Owner, by majority vote of the Board of Directors, the maximum annual assessments may be increased each year above the maximum assessments for the previous year by not more than the greater of 10% of the previous year's maximum or the percentage of increase in the cost of living as established in the Consumer Price Index or similar Index as reported by the Department of Commerce and selected by the Board of Directors.

(c) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessments may be increased in excess of the limitations provided in the preceding paragraph (b) of Section 3 of Article VI by a vote of 2/3 of the Members who are voting in person or by proxy, at a meeting duly called for this purpose, as provided in Article VI, Section 4, herein.

(d) The Board of Directors may fix the annual assessments at an amount not in excess of the maximums as hereinbefore set forth.

(e) Notwithstanding anything contained in this Declaration to the contrary, the Developer shall be obligated to pay for the lots which it owns and are unoccupied, only 25% of the established annual or special assessment.

Section 4. Notice for Any Action Authorized Under Section 3.

Written notice of any meeting called, in accordance with the By-Laws of the Association, for the purpose of taking any action authorized under Section 3 or Section 6 of this Article VI shall be mailed, first class, to all Members not less than 30 nor more than 60 days in advance of the meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate within each class of membership.

Section 6. Special Assessment.

(a) In addition to the annual general assessment authorized above, the Association may levy in any assessment year a special general assessment applicable to that year and not more than the next two succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto or for any other unforeseen cost. This special assessment may be fixed and become effective by an affirmative vote of 2/3 of the Members who are voting in person or by proxy at a meeting duly called for this purpose, as provided in Article VI, Section 4, hereof.

(b) The Board of Directors shall make an assessment against an Owner's Lot: (i) for the amount of any costs incurred by the Association as a result of such Owner's failure to maintain such Lot in accordance with the requirements of this Declaration, (ii) for the amount of any fines imposed on such Owner pursuant to this Declaration or the Rules and Regulations, and (iii) for any costs incurred by the Association because of any violation of this Declaration, the governing documents of the Association, or the Rules and Regulations, for which such Owner is responsible. Each such assessment shall be due ten days after notice thereof is given to the Owner unless the notice specifies a later date.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein with respect to the Property described in Exhibit A shall commence and are due as to all Members on the first day of January next following the year of conveyance of the first lot in the Property to a Class A member. The annual assessments provided for herein in respect to any land which may be added to the Property, as set forth in Article II hereof, shall commence and are due as to the Lots on such land on the first day of the month following the conveyance of the first lot in said additional land to a Class A member. The first annual assessment as to a lot shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each member at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be mailed, first class, postage prepaid to every Owner subject thereto. The failure of the Board of Directors to act within the times specified shall not, however, relieve any Owner of his obligation to pay assessments hereunder. The due dates

shall be established by the Board of Directors and assessments may be collected in installments. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth that the assessments on a specified lot have been paid and any such properly executed certificate shall be binding upon the Association.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within 30 days after the due date shall be delinquent and may upon resolution of the Board of Directors bear interest from the due date at 12% per annum on the unpaid assessment. If the Board of Directors has provided for collection of assessments in installments, upon default in the payment of any one or more installments, the Association may accelerate payment and declare the entire balance of the assessment due and payable in full. The Association may bring an action at law against the Owner personally obligated to pay the same, and the Association may foreclose the lien against the lot. The Association shall be entitled to interest at a rate of 12% per annum on the unpaid assessment, court costs, any other costs of collection, and reasonable attorneys' fees. If a lien is enforced and foreclosed by the Association, it may be done in the same manner and subject to the same requirements, as the foreclosure of mortgages or deeds of trust on real property in Maryland 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 charges may be maintained without waiving the lien during the same period. No action may be brought to foreclose the lien except after 20 days' written notice to the current owner of the lot given by registered or certified mail, return receipt requested. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Subordination of the Lien to Taxes and First Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien for taxes imposed by any lawful authority and to the lien of any first mortgage. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII

Architectural Control

Section 1. The Design Review Board. A Design Review Board consisting of three or more persons shall be appointed by, and serve at the pleasure of, the Developer. At such time as the Developer's rights and obligations under the Declaration cease, or at such earlier time as may be designated in writing by the Developer, the Board shall be appointed by the Board of Directors.

Section 2. Purpose. The Design Review Board shall regulate the external design, appearance, use, location and maintenance of the Property and of improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. The Design Review Board shall have no authority with respect to the design, appearance or location of any construction undertaken by the Developer, with such rights being solely retained by the Developer.

Section 3. Conditions. No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any property or the improvement located thereon from its natural or improved state existing on the date such property was first conveyed in fee by the Developer to an Owner or to the Association shall be made or done without the prior approval of the Design Review Board, except as otherwise expressly provided in this Declaration. No building, fence, wall, residence, or other structure shall be commenced, erected, maintained, improved, altered, made or done without the prior written approval of the Design Review Board.

Section 4. Procedures. If the Design Review Board fails to approve, modify or disapprove in writing an application within 60 days after complete plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed granted. The applicant may appeal an adverse Design Review Board decision to the Board of Directors who may reverse or modify such decision.

Section 5. Rules. The Design Review Board may adopt uniform rules for the regulation of fences, walls, accessory buildings, and all other site alterations for which the Board finds that uniform rules can be formulated. The rules may vary for different types of housing units or different areas, but shall apply uniformly to

lots or units within the class or area so designated.

ARTICLE VIII

Use of Property

Section 1. Protective Covenants.

(a) **Nuisances.** No nuisance shall be permitted to exist or operate upon any property so as to be detrimental to any other property in the vicinity thereof or annoying to its occupants.

(b) **Restrictions on Further Subdivision.** No Lot upon which a single family attached or detached home has been constructed shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than the whole of any such Lot shall be conveyed, leased or transferred, provided that this shall not be construed to prohibit deeds of correction, deeds to resolve boundary line disputes and similar corrective instruments.

(c) **Other Restrictions.** Upon conveyance of the first Lot to an Owner, the Design Review Board shall adopt rules to implement the purpose set forth in Article VII, Section 2, and to regulate the use of real and personal property, including but not limited to, rules to regulate animals, antennas, signs, storage and use of recreational and commercial vehicles, storage and use of machinery, the use, storage and parking of automobiles, use of outdoor drying lines, trash containers, planting, maintenance and removal of vegetation on the Properties. Upon or before conveyance of the first Lot in any Parcel added to the Properties, the Design Review Board shall adopt rules appropriate to that Parcel. All such rules may be amended by a two-thirds vote of the Design Review Board, following a public hearing for which notice to the affected membership has been provided, and with the concurrence of two-thirds of the members of the Board of Directors. All such rules and any subsequent amendments thereto shall be placed in the Book of Resolutions, maintained by the Board of Directors, and recorded in the Land Records of Harford County. The violation of any such rule shall be deemed to be a violation of the provisions of this Declaration.

(d) **Exceptions.** The Design Review Board may authorize temporary exceptions from the effect of the rules adopted by the Design Review Board pursuant to subparagraph (c) above. Prior to granting any such exceptions, the Design Review Board shall adopt guidelines and procedures for the granting of

such permits.

Section 2. Maintenance of Property. The Association shall be responsible for the maintenance of the Common Areas and the front yard areas of all Lots. To the extent that exterior maintenance is not provided by the Association, pursuant to a Supplementary Declaration, or otherwise, each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair and free of debris, including but not limited to, the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. If an Owner of any Lot fails to maintain the Lot and improvements as required herein, the Association, after notice to the Owner and approval by two-thirds vote of the Board of Directors, shall have the right to enter upon the Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The Association is hereby granted an easement, entitling its designated officers, contractors and agents to enter upon any lot for the purpose of making inspections and carrying out the provisions of this section. All costs related to such correction, repair or restoration shall become a Special Assessment upon such Lot. The provisions of this Section shall not prohibit the storage of construction equipment and materials on the properties, or be applicable to any portion of the properties, during the development and construction phase.

Section 3. Utility Easements. There is hereby created a blanket easement upon, across, over, through, and under the Property for ingress, egress, installation, replacement, repair, and maintenance of all utility and service lines and systems including, but not limited to, water, sewers, gas, telephone, electricity, television, cable or communication lines and systems. By virtue of this easement, it shall be expressly permissible for the Developer or the providing utility or service company to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits, and conduits on, in and under the roofs and exterior walls of said residences providing such company restores disturbed areas to the condition in which they were found. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or relocated on the Property except as programmed and approved

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1544 p. 0164 MSA CE54 1431. Date available 08/28/2006. Printed 05/21/2022.

by the Developer prior to the conveyance of the first Lot in a Parcel to an Owner or by the Board of Directors thereafter. This easement shall in no way affect any other recorded easements on the Property. After the conveyance of any Common Area to the Association, the Board of Directors shall have the exclusive power to grant to convey easements upon, across, over, through and under such Common Areas, for the construction of any utility lines or systems to serve the Property or for other purposes which the Board of Directors find to be in the interest of the Association.

Section 4. Developer's Easement to Correct Drainage. For a period of five years from the date of conveyance of the first Lot in the Property or Additional Property, the Developer reserves a blanket easement and right on, over and under the ground within the Property or Additional Property to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Developer shall restore the affected property to its original condition as near as practicable. The Developer shall give reasonable notice of intent to take such action to all affected Owners, unless, in the opinion of the Developer, an emergency exists which precludes such notice. This provision shall not be construed as an agreement by the Developer to undertake any such work.

ARTICLE IX

General Provisions

Section 1. Enforcement. The Association, and/or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter. The Association shall be entitled to recover all costs incurred by the Association including attorney's fees, as a result of the failure of any Owner, or such Owner's tenants, family, guests, licensees or invitees, to comply with the provisions of this Declaration, or as a result of any other act or omission of an Owner, or such Owner's tenants, family, guests, licensees or invitees. Such costs may be assessed against such Owner's Lot and shall become part of the continuing lien for assessments.

LIBER 1544 FOLIO 165

continuing lien for assessments.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of 20 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years each. For a period of 2 years after the recording of this Declaration, the Developer may make any amendment required by the Federal Housing Administration and/or The Veterans Administration as a condition of approval of the documents by execution of such amendment and filing in the Land Records of Harford County. After such two-year period, the Declaration may be amended by an instrument signed by the Developer, if the Developer owns any lot, and by not less than 75% of the other Record Owners, and if the Developer does not own any lot, by not less than 75% of the Record Owners. Any amendment must be recorded in the Land Records of Harford County and takes effect immediately upon recordation.

Section 4. Federal Housing Administration and Veterans Administration Approval. As long as there is a Class B member and if any lot is security for a mortgage or deed of trust insured by the Federal Housing Administration or The Veterans Administration, the following actions will require the prior approval of the Federal Housing Administration and/or The Veterans Administration, as the case may be: dedication of Common Area to the Public; and amendment of this Declaration of Covenants, Conditions and Restrictions, except by the filing of a Supplemental Declaration of Covenants, Protective Covenants as set forth in ARTICLE VIII (governed by the provisions of that Article) if development of the land described in the Supplemental Declaration is to take place in accordance with any plans which may have previously been approved by the Federal Housing Administration or the Veterans Administration.

Section 5. Conflicts. In the case of any conflict between this Declaration, the Articles of Incorporation and the By-Laws of the Association, the Declaration shall control.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of 20 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years each. For a period of 2 years after the recording of this Declaration, the Developer may make any amendment required by the Federal Housing Administration and/or The Veterans Administration as a condition of approval of the documents by execution of such amendment and filing in the Land Records of Harford County. After such two-year period, the Declaration may be amended by an instrument signed by the Developer, if the Developer owns any lot, and by not less than 75% of the other Record Owners, and if the Developer does not own any lot, by not less than 75% of the Record Owners. Any amendment must be recorded in the Land Records of Harford County and takes effect immediately upon recordation.

Section 4. Federal Housing Administration and Veterans Administration Approval. As long as there is a Class B member and if any lot is security for a mortgage or deed of trust insured by the Federal Housing Administration or the Veterans Administration, the following actions will require the prior approval of the Federal Housing Administration and/or the Veterans Administration, as the case may be: dedication of Common Area to the Public; and amendment of this Declaration of Covenants, Conditions and Restrictions, except by the filing of a Supplemental Declaration of Covenants, Protective Covenants as set forth in ARTICLE VIII (governed by the provisions of that Article) if development of the land described in the Supplemental Declaration is to take place in accordance with any plans which may have previously been approved by the Federal Housing Administration or the Veterans Administration.

Section 5. Conflicts. In the case of any conflict between this Declaration, the Articles of Incorporation and the By-Laws of the Association, the Declaration shall control.

ARTICLE X

Additional Rights of Developer

In view of the fact that the construction of the Developer's development is one which will take the Developer several years to complete, the Developer, in addition to all rights reserved to it under this Declaration, and notwithstanding any other provision of the Declaration, specifically reserves the right to use any and all portions of the Property, including Common Area which may have previously have been conveyed to the Association for all reasonable purposes necessary or appropriate to the full and final completion of construction of the development. Specifically, none of the provisions concerning architectural control or use of the Property shall in any way apply to any aspect of the Developer's activities or construction, and notwithstanding any provisions of this Declaration, none of the aforesaid construction activities or any other activities associated with construction, sales, management or administration of the development shall be deemed noxious, offensive or a nuisance. The Developer reserves the right to store materials, construction debris and trash during the construction period on the Property without keeping same in containers. The Developer will take reasonable steps to avoid unduly interfering with the beneficial use of the lots.

IN WITNESS WHEREOF, the undersigned parties have set their hands and seals, the day and year first above written. KCC-USA Development Limited and Langford Limited have executed this Declaration in their capacities as the owners of the Property being subjected to the aforementioned covenants and restrictions. Columbia First Federal Savings and Loan Association, Commercial Savings Bank and Amyclae-USA Limited are the holders of obligations secured by the Property and have signed this document to acknowledge their consent to the recordation of this Declaration.

ATTEST:

[Handwritten Signature]

✓ KCC-USA DEVELOPMENT LIMITED

By *Christos B. Economides*
Christos B. Economides
Vice President

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1544, p. 0168, MSA_CE54_1431. Date available 08/28/2006. Printed 05/21/2022.

ATTEST:

LANGFORD, LTD.

[Signature]

By [Signature]
Thomas J. Langford
President

ATTEST:

COLUMBIA FIRST FEDERAL
SAVINGS AND LOAN ASSOCIATION

[Signature]

By [Signature]
Walter Hall
SR. Vice President

ATTEST:

~~COMMERCIAL SAVINGS BANK~~
THE COMMERCIAL BANK

[Signature]
Vice-President

By [Signature]
Vice President

ATTEST:

AMYCLAE-USA LIMITED
(as successor in interest to
Amyclae Limited)

[Signature]

By [Signature]
Christos B. Economides
Vice President

HARFORD COUNTY, STATE OF MARYLAND, to wit:

I HEREBY CERTIFY that on this 18 day of April,
1989, before the subscriber a Notary Public in and for the State of Maryland, Harford
County, personally appeared THOMAS J. LANGFORD who acknowledged himself to be
the President of Langford, Ltd. and that he, as such officer, being authorized so to do,

executed the foregoing Declaration of Covenants and Restrictions for the purposes therein contained by signing the name of the Corporation by himself as such officer.

Dawn C. Kellari (SEAL)
Notary Public
My Commission expires: 7-4-1991

IN THE DISTRICT OF COLUMBIA, to wit:

I HEREBY CERTIFY that on this 15th day of April, 1989, before the subscriber a Notary Public in and for the District of Columbia, personally appeared CHRISTOS B. ECONOMIDES who acknowledged himself to be the Vice President of KCC-USA Development Limited and that he, as such officer, being authorized so to do, executed the foregoing Declaration of Covenants and Restrictions for the purposes therein contained by signing the name of the Corporation by himself as such officer.

Christos B. Economides (SEAL)
Notary Public
My Commission expires: 4-14-1991

ARLINGTON COUNTY, STATE OF VIRGINIA, to wit:

I HEREBY CERTIFY that on this 7th day of March, 1989, before the subscriber a Notary Public in and for the State of Virginia, Arlington SP County, personally appeared WALTER HALL who acknowledged himself to be the Vice President of Columbia First Federal Savings and Loan Association and that he, as such officer, being authorized so to do, executed the foregoing Declaration of Covenants and Restrictions for the purposes therein contained by signing the name of the Corporation by himself as such officer.

James W. Ruel (SEAL)
Notary Public
My Commission expires: Aug 27, 1991

HARFORD COUNTY, STATE OF MARYLAND, to wit:

I HEREBY CERTIFY that on this 7th day of April, 1989, before the subscriber a Notary Public in and for the State of Maryland, Harford County, personally appeared James J. Cain who acknowledged himself to be the Vice President of Commercial Savings Bank and that he, as such officer, being authorized so to do, executed the foregoing Declaration of Covenants and Restrictions for the purposes therein contained by signing the name of the Corporation by himself as such officer.

Patricia A. Z... (SEAL)
Notary Public

My Commission expires: 7-1-90

IN THE DISTRICT OF COLUMBIA, to wit:

I HEREBY CERTIFY that on this 1st day of April, 1989, before the subscriber a Notary Public in and for the District of Columbia, personally appeared CHRISTOS B. ECONOMIDES who acknowledged himself to be the Vice President of Amyclac-USA Limited, and that he, as such officer, being authorized so to do, executed the foregoing Declaration of Covenants and Restrictions for the purposes therein contained by signing the name of the Corporation by himself as such officer.

Christos B. Economides (SEAL)
Notary Public
My Commission expires: 4-14

RETURN TO:
REAL ESTATE DEPT.
30 Office Street
Bel Air, MD 21014
File No.

RECORDED
NO. _____
1989 APR 25 PM 3:10
H. J. CO. CO.
CHARLES G. HOB. III
CLERK

EXHIBIT A

All that lot or parcel of land situate in the Third Election District of Harford County, Maryland situate on the northerly side of Econ Drive and the northwesterly side of Amyclae Drive and being all the land shown and described on a plat entitled Amyclae Estates, Section Four recorded at Plat Book CGH No. 61, folio 38, including among other areas, Lots 199 through 241, both inclusive, the Open Spaces thereon and the shaded area designated thereon as ATHENS COURT, but specifically excluding:

- (a) The bed of Amyclae Drive (future road);
- (b) The bed of Econ Drive; and
- (c) The area designated 15' Right-of-Way Widening area along and parallel to Maryland Route 543.

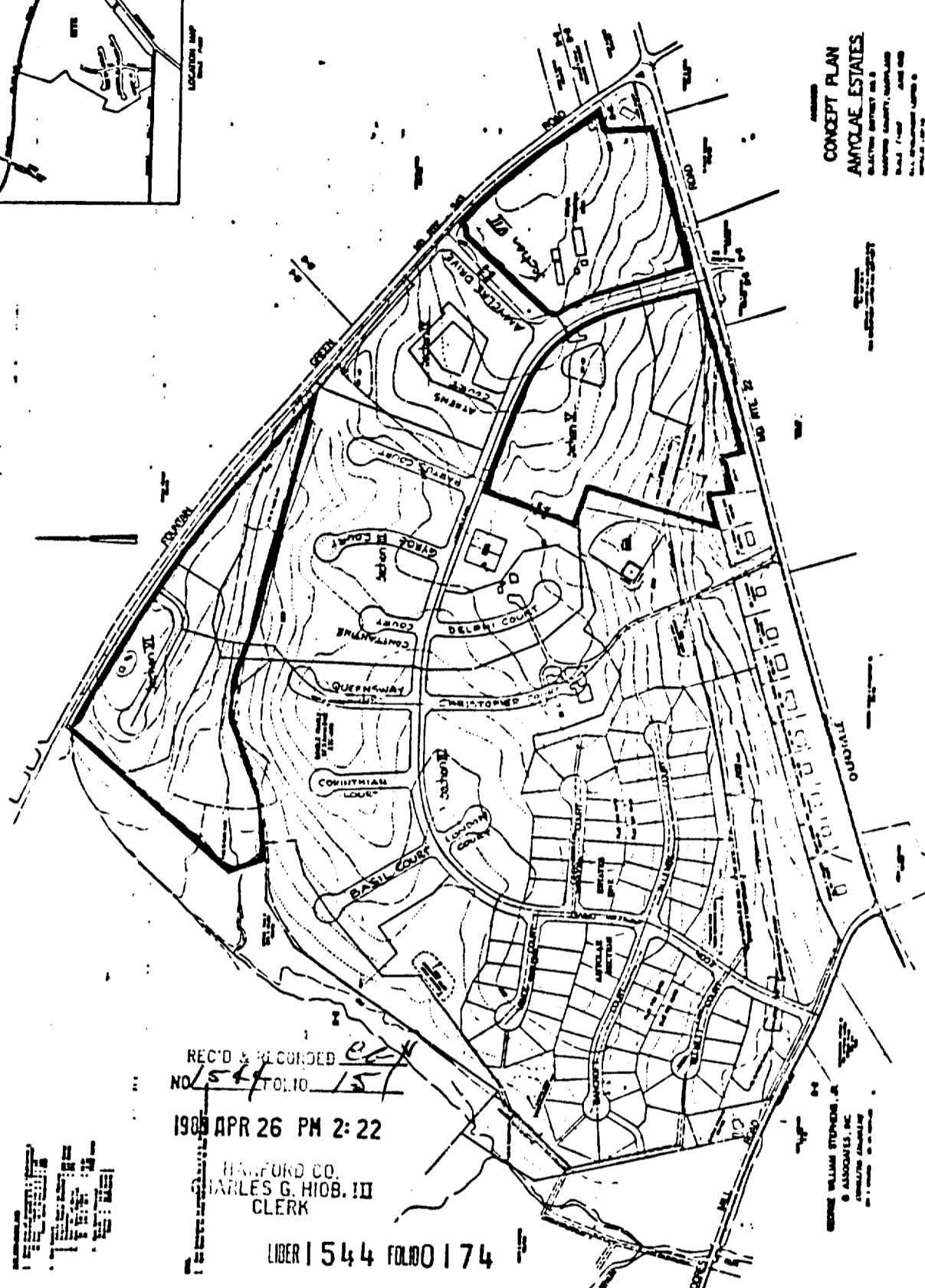
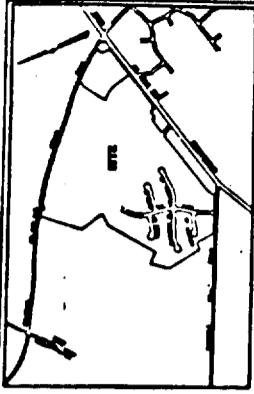
LIBER 1544 FOLIO 172

EXHIBIT B

Those three Lots or parcels of ground outlined in red on the Concept Plan, Amyclae Estates, prepared by George William Stephens, Jr. and Associates, Inc., attached hereto as Exhibit B-1, which parcels are designated Section V, Section VI and Section VII.

LIDER 1544 FOLIO 173

EXHIBIT B-1



CONCEPT PLAN
ANTOLAE ESTATES
SUBJECT PROPERTY AS SHOWN
RECORDING COUNTY, HARFORD
M.S.A. 17-101 AND 17-102
17-103, 17-104, 17-105, 17-106
17-107, 17-108, 17-109, 17-110
17-111, 17-112, 17-113, 17-114
17-115, 17-116, 17-117, 17-118
17-119, 17-120, 17-121, 17-122
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17-127, 17-128, 17-129, 17-130
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BY-LAWS
OF
THE MANORS AT AMYCLAE TOWNHOUSE ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION: The name of the corporation is The Manors at Amyclae Townhouse Association, Inc., hereinafter referred to as the "Association". The principal office of the Association shall be at 1220 Churchville Road, Bel Air, Maryland 21014, but meetings of members and directors may be held at such places within the State of Maryland as may be designated by the Board of Directors.

ARTICLE II

Section 1. Association. "Association" shall mean and refer to The Manors at Amyclae Townhouse Association, Inc., its successors and assigns.

Section 2. Association. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association. The Common Area to be owned by the Association as set forth in the Declaration shall be the land, except the Lots and public streets, as depicted on the appropriate Plats of Amyclae Estates (hereinafter defined). The Common Area includes, but is not limited to, private roads and parking areas, open space, recreational areas and storm water management facilities.

Section 3. Declarant. "Declarant" shall mean and refer to KCC-USA Development Limited, its successors and assigns.

Section 4. Declaration. "Declaration" shall mean the Declaration of Covenants and Restrictions, dated March 1, 1989, by the Declarant, recorded among the Land Records of Harford County, Maryland, in Liber C.G.H. No. 1544, folio 151, and any Amendments and/or Supplements thereto.

Section 5. "Lot" shall mean and refer to all numbered subdivided parcels shown on the Plats of Amyclae Estates and subject to the Declaration and shall not include drainage and/or utility easements or public streets or Common Area.

Section 6. Plat of Amyclae Estates. "Plat of Amyclae Estates" shall mean and refer to and include the plats entitled "Amyclae Estates, Section Four" and recorded among the Land Records of Harford County, Maryland, in Plat Book No. C.G.H. No. 61, Folio 38 and all other Plats hereafter recorded for the subdivision of Amyclae Estates into lots, and which are added, from time to time, to Amyclae Estates and made subject to the Declaration.

HARFORD COUNTY CIRCUIT COURT (Homeowners Association Records) CGH & JJR 22, p. 0402, MSA_CE486_22. Date available 08/30/2010. Printed 02/26/2018.

LIBER0022 FOLIO 402

EXHIBIT

A

LIBER0004 FOLIO 531

HARFORD COUNTY CIRCUIT COURT (Homeowners Association Records) CGH & JJR 22, p. 0403, MSA_CE486_22, Date available 08/30/2010. Printed 02/26/2018.

Section 7. Property. "Property" shall mean and refer to and include the Property, together with the buildings and improvements thereupon erected, made or being, and all and every rights to the alleys, ways, waters, privileges, appurtenances and advantages to the same belonging, or in anywise appertaining, and such additions to such land, buildings, improvements, appurtenances and advantages as may hereafter be brought within the jurisdiction of the Association.

ARTICLE III

Section 1. Membership. Qualification for membership and the classes of membership shall be as defined in the Articles of Incorporation and the Declaration.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

Section 1. Number. As of and after the first annual meeting of members, the affairs of the Association shall be managed by a Board of not less than three (3) Directors, nor more than seven (7) Directors, who need not be members of the Association. Prior to said meeting, the affairs of the Association shall be managed by the Directors named in the Articles of Incorporation, thereafter, the number of Directors shall be determined, from time to time, by the Board of Directors.

Section 2. Election. At the first annual meeting, the members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years and one (1) director for a term of three (3) years. If additional Directors are added increasing the number to more than 3, then the then Directors shall decide on the length of the terms of the additional Directors, which shall not be less than one (1) year.

Section 3. Renewal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written consent or approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

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ARTICLE V
MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a Sunday or a legal holiday, then that meeting shall be held at the same time on the next day which is not a Sunday or a legal holiday.

Section 2. Special Meeting. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by a majority of the directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VI

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members of non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The votes of the Class A members and the Class B members shall be combined. The persons receiving the largest number of total votes cast shall be elected. Cumulative voting is not permitted.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) After the Developer's rights and obligations under the Declaration cease, shall, as needed from time to time, appoint members to the Design Review Board as defined in Article VIII of the Declaration;

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HARFORD COUNTY CIRCUIT COURT (Homeowners Association Records) CGH & JJR 22, p. 0405, MSA_CE486_22, Date available 08/30/2010. Printed 02/26/2018.

(b) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;

(c) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(d) Employ a manager, an independent contractor and/or such other employees as they may deem necessary, and to prescribe their duties as provided for in the Declaration.

Section 2. Duties. It shall be the duty of the Board of Directors to use its best efforts to:

(a) Cause to be kept a complete record of all its acts and corporate affairs;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration to: (1) Fix the amount of the annual maintenance assessments against each Lot at least thirty (30) days in advance of each fiscal year, as set forth in Article V of the Declaration, and

(2) Send written notice of any assessment to every Owner as provided for in the Declaration, and

(3) Establish a lien against any property for which assessments are not paid within sixty (60) days after the due date and/or to bring an action at law against the Owner personally obligated to pay the same. The unpaid assessment shall bear interest from the due date at the rate of ten percent (10%); any judgment obtained for such delinquent assessment shall include such reasonable attorneys' fees as may be fixed by the court together with the cost of the action.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

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HARFORD COUNTY CIRCUIT COURT (Homeowners Association Records) CGH & JUR 22, p. 0406, MSA_CE486_22. Date available 08/30/2010. Printed 02/26/2018.

(g) Cause the Common Area and all other property owned by the Association to be preserved, operated and maintained in good order and repair and to establish reserves for such purposes if they deem it appropriate to do so.

ARTICLE VIII
COMMITTEES

Section 1. Appointment. The Board of Directors shall appoint such committees as deemed appropriate in carrying out the purposes of the Association.

Section 2. Duties. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

ARTICLE IX
MEETINGS OF MEMBERS

Section 1. Annual Meetings. The annual meetings of the members shall be held on the second Wednesday in November at the hour of 7:30 p.m., or such other time as may be determined by the directors. If the day for the annual meeting of the members is a Sunday or a legal holiday, the meeting will be held at the same hour of the first day following which is not a Sunday or a legal holiday. The first annual meeting shall take place no later than one year following the date of recording of the Declaration.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of the votes of the Class A or Class B membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days (or such different notice period as specified for certain actions in the Declaration and/or Articles of Incorporation) before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and the agenda for the business to be transacted at the meeting. Such notice shall state that if a sufficient number of members to constitute a quorum or to approve or authorize the actions set forth in the notice are not in attendance, the members present at such meeting, in person or by proxy, may by majority vote call a further meeting of the members for the same purpose. Said notice shall further state that fifteen (15) days' notice of the time, place and purpose of such further meeting shall be given by advertisement inserted in a newspaper published in the county in which is

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HARFORD COUNTY CIRCUIT COURT (Homeowners Association Records) CGH & JUR 22, p. 0407, MSA_CE486_22. Date available 08/30/2010. Printed 02/26/2018.

located the principal office of the Association. Said notice shall further state that at such further meeting the members present, in person or by proxy, shall constitute a quorum and by majority vote of those present, in person or by proxy, may approve or authorize the proposed action or take any other action which might have been taken at the original meeting if a sufficient number of members had been present; and the notice of such further meeting shall so state.

Section 4. Quorum. The presence at the meeting in person or by proxy of one-fourth (1/4) of the members entitled to vote shall constitute a quorum for any action except as otherwise provided in the Declaration, Articles of Incorporation or these By-Laws. If, however, such quorum shall not be present, in person or by proxy, or represented at any meeting, then, if the notice of such meeting stated that the procedure authorized by this Section 4 might be invoked, the members present at such meeting, in person or by proxy, may by majority vote call a further meeting of the members of the same purpose. Fifteen (15) days' notice of the time, place and purpose of such further meeting shall be given by advertisement inserted in a newspaper published in the county in which is located the principal office of the Association. At such further meeting, the members present, in person or by proxy, shall constitute a quorum and by majority vote of those present (unless a different percentage shall be required for any specific action in the Declaration, Articles of Incorporation or these By-Laws), in person or by proxy, may approve or authorize the proposed action and take any action which might have been taken at the original meeting if a sufficient number of members had been present; and the notice of such further meeting shall so state.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

Section 6. Except as provided in the Declaration or the Articles of Incorporation, the votes of the Class A and Class B members shall be combined, and all decisions shall be made by majority of the total votes cast, whether in person or by proxy.

ARTICLE X
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president who shall be ex-officio members of the Board of Directors, a secretary and a treasurer and such other officers as the Board may, from time to time, by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

LIBER0022 FOLIO 407

HARFORD COUNTY CIRCUIT COURT (Homeowners Association Records) CGH & JUR 22, p. 0408, MSA_CE486_22. Date available 08/30/2010. Printed 02/26/2018.

Section 3. Term. The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this ARTICLE.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors and at all meetings of the members; shall see that orders and resolutions of the Board and the membership are carried out; shall sign all leases, mortgages, deeds and other written instruments; and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the

LIBER0002 FOLIO0408

Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign all checks and promissory notes of the Association; keep proper books of account; cause an annual budget audit of the Association's books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE XI
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XII
CORPORATE SEAL

The seal of the Association shall be circular in form with the name of the Association and "Maryland" inscribed around the outer edge, and in the center shall be inscribed "Incorporated 1989".

ARTICLE XIII
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of members present (in person or by proxy) and voting, except that while there is a Class B member and if any lot is security for a mortgage or deed of trust insured by the Federal Housing Administration (F.H.A.) or guaranteed by the Veterans Administration (V.A.), the F.H.A. and/or the V.A., as the case may be, shall have the right to veto amendments.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

HARFORD COUNTY CIRCUIT COURT (Homeowners Association Records) CGH & JUR 22, p. 0409, MSA_CE486_22. Date available 08/30/2010. Printed 02/26/2018.

604000220009

HARFORD COUNTY CIRCUIT COURT (Homeowners Association Records) CGH & JJR 22, p. 0410, MSA_CE486_22. Date available 08/30/2010. Printed 02/26/2018.

ARTICLE XIV
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

TEM/117amyclae.by1

LIBER0022 FOLIO0410



PROPERTY MANAGEMENT, INC.
MANAGERS OF CONDOMINIUMS, HOMEOWNER
ASSOCIATIONS, & COMMUNITY ASSOCIATIONS

HOMEOWNERS 5.00
TOTAL 5.00
Res# HA04 Rcpt # 46481
JJR PH Bk # 990
Dec 23, 2004 10:38 am

✓
THE MANORS AT AMYCLAE TOWNHOME ASSOCIATION, INC.
RULES AND REGULATIONS RESOLUTION NO.2

Article VIII, Section 1 (c). Other Restrictions. The Design Review Board shall adopt rules to implement the purpose set forth in Article VII, Section 2 and to regulate the use of real and personal property, including but limited to, rules to regulate animals, antennas, signs, storage and use of recreational and commercial vehicles, storage and use of machinery, the use, storage and parking of automobiles, use of outdoor drying lines, trash containers, planting, maintenance and removal of vegetation on Properties.

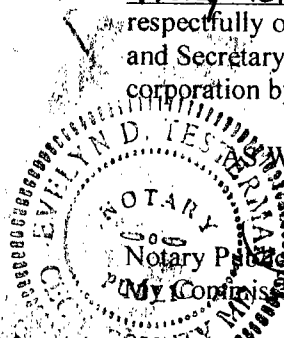
Satellite Dishes

1. Submission is required as to the intent to install a satellite dish.
2. Satellite dishes shall be 1 meter or less.
3. Installation location may be in the rear of the property located on the roof, decking, or attached to the rear of the home. Satellite dishes are prohibited on common areas. If a quality signal can not be obtained at the rear of the property, the owner may place the dish in an alternate location, written verification provided to the Board regarding the inability to receive a quality signal will be necessary.
4. Installation of the satellite dish - all wiring is to be internal for safety and fire code reasons.

President: Beth Ann Trageser
Secretary: Vicky Helvety

I hereby certify that on this 18th day of November, 2004 before me, the subscriber, a Notary Public of the State aforesaid personally appeared Beth Trageser and Vicky Helvety who acknowledged that he/she is the President and Secretary respectfully of Manors of Amyclae Homeowners Association, Inc., and that he/she is President and Secretary, being authorized to do so, executed the foregoing instrument by signing for the corporation by himself/herself as President and Secretary.

WITNESS WHEREOF I have hereunto set my Hand and Notarial Seal.



Dawn D. Robinson



3445-C BOX HILL CORPORATE CENTER DRIVE
ABINGDON, MARYLAND 21009
(410) 515-7390 FAX (410) 515-7391
E-MAIL: mrapm@mragta.com



HARFORD COUNTY CIRCUIT COURT (Homeowners Association Records) JJR 24, p. 0472, MSA_CE486_24. Date available 08/30/2010. Printed 11/10/2017.

HARFORD COUNTY CIRCUIT COURT (Homeowners Association Records) CGH & JJR 22, p. 0417, MSA_CE486_22. Date available 08/30/2010. Printed 02/26/2018.

THE MANORS OF AMYCLAE TOWNHOUSE ASSOCIATION, INC.

RESOLUTION REGULATING NONPAYMENT OF ASSESSMENTS

WHEREAS, Article VII of the By-Laws of the Manors of Amyclae Townhouse Association, Inc. sets forth certain limitations on use of property which may be modified or regulated by the Board of Directors.

NOW, THEREFORE, BE IT RESOLVED that the following procedures are hereby adopted to apply to Article VII of the By-Laws inclusive of the Manors of Amyclae Townhouse Association, Inc.:

"Reasonable attorneys fees are herewith set at the rate of thirty percent (30%) of the total amount due and owing by the Owner of the property. This Resolution shall apply as of January 1, 2000 to any claims made."

This Resolution of the Board of Directors may be executed in counterparts.

PRESIDENT: Beth Ann Trageser

SECRETARY: Vicky Hilbert

I HEREBY CERTIFY that on this 20th day of April, 2000, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared BETH ANN TRAGESER and VICKY HILBERT who acknowledged that he/she, is the President and Secretary respectively of the Manors of Amyclae Townhouse Association, Inc. and that he/she as President and Secretary, being authorized to do so, executed the foregoing instrument by signing for the corporation by himself/herself, as President and Secretary.

AS WITNESS WHEREOF, I have hereunto set my Hand and Notarial Seal.

[Signature]
NOTARY PUBLIC

My Commission Expires:
June 1, 2000

LIBER0022 FOLIO0417



AGREEMENT
TO DEDICATE COMMON AREA
THE MANORS AT AMYCLAE

NOW COME various members (hereinafter "Members") of the Manors at Amyclae Townhouse Association, Inc. (hereinafter "Association") and Harford County, Maryland, a body corporate and politic (hereinafter "County") and state that

WHEREAS, the Members are the owners of property within the Manors at Amyclae subdivision; and

WHEREAS, in accordance with the Declaration of Covenants and Restrictions recorded among the Land Records of Harford County at Liber C.G.H. 1544, Folio 151, the By-Laws of the Manors at Amyclae Townhouse Association, Inc. and the plat of Amyclae Estates recorded among the Land Records of Harford County in Plat Book C.G.H. 61, Folio 38, the Association is the owner of certain common areas within the subdivision; and

WHEREAS, the common areas presently includes a private road known as Athens Court as shown on the plat entitled Amyclae Estates and recorded among the Land Records of Harford County in Plat Book C.G.H. 61, Folio 38; and

WHEREAS, the Members wish to have Athens Court accepted by the County as a public road; and

WHEREAS, the County has agreed to accept the road once certain improvements are completed and once fee simple ownership of the right-of-way for Athens Court is transferred to the County; and

WHEREAS, the By-Laws for the Association require that an appropriate instrument signed by two-thirds of the members of the Association agreeing to the dedication of common area be recorded before such a transfer may be effected.

NOW THEREFORE WITNESSETH that the County hereby submits for recordation this instrument and incorporates herein, as if set forth in full, the ballots attached as Exhibits 1 through 30 which are signed by the Members, who constitute two-thirds of all members of the Association.

CGH H403
Feb 21, 2001 02:17 PM

LIBER 3445 FOLIO 0333

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 3445, p. 0333, MSA_CE54_3332. Date available 06/20/2005. Printed 11/10/2017.

AS WITNESS the hands and seals of the County this 19 day of October,
1999.

WITNESS/ATTEST

HARFORD COUNTY, MARYLAND

Shirley A. Ross

BY: James M. Harkins (Seal)
James M. Harkins
County Executive

Approved as to form and
legal sufficiency this
18th day of October,
1999.

Reviewed and concur this 18
day of October, 1999.

Margaret Hartka
Margaret Hartka
Assistant County Attorney

Edward C. Adams, Jr.
Edward C. Adams, Jr., Director
Department of Public Works

CERTIFICATION

This is to certify that the within instrument was prepared by the undersigned, an attorney licensed to practice law in the State of Maryland.

10/18/99
Date

Margaret Hartka
Margaret Hartka
Assistant County Attorney

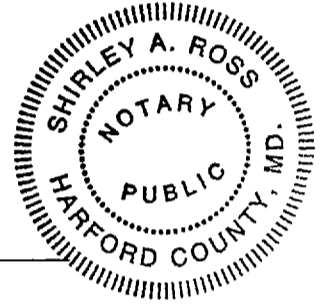
LIBER 3445 FOLIO 0334

STATE OF MARYLAND, HARFORD COUNTY, TO WIT:

I HEREBY CERTIFY that on this 19 day of October, in the year 1999, before me, the subscriber, a Notary Public of the State and County aforesaid, duly commissioned and qualified, personally appeared JAMES M. HARKINS, who acknowledged himself to be the County Executive of Harford County, Maryland, a body corporate and politic of the State of Maryland, duly authorized and empowered to act on behalf of said County, and who acknowledges the foregoing to be the Act and Deed of Harford County, Maryland. The actual consideration paid or to be paid is ZERO DOLLARS (\$0.00).

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 8-1-2002 Shirley A. Ross
Notary Public



LIBER 3445 FOLIO 0335

I, the owner of the property described below, by signing this ballot, acknowledge that I have read and understand the information contained herein.

I understand that the The Manors @ Amyclae Townhouse Association, Inc. wishes to repair and upgrade a certain private road and parking areas in the Amyclae subdivision in order that the following road (exclusive of the areas of perpendicular parking) can be taken into the County road system: Athens Court. I understand that by voting "YES" on this ballot, I request that Harford County provide the funds necessary for these improvements, the total cost of which is currently estimated to be \$ 80,575.00. I further understand that if a majority of the property owners affected by the proposed improvements vote in favor of this ballot, the funds will be allocated in the Capital Projects portion of the County budget; noting that funds are to be recovered from the affected property owners.

I understand that, if the project is funded by the County, I (and all other affected property owners) must, through the benefit assessment, pay an equal share of the remaining cost of the project, in annual installments, over a period of eight (8) years. Based upon the estimated construction cost, the benefit assessment should be \$234.23 per year for eight (8) years, however, I understand that the benefit assessment will be adjusted if the actual construction cost varies from the estimated cost and that, therefore, the benefit assessment may change.

I understand that the benefit assessment will be added to the state and county property tax bills for collection by October 1 of each year without interest or discount. Delinquent benefit assessments will constitute a lien against the property and will be treated in the same manner as property tax liens.

I further, state that I will sign Fee Simple Right of Way agreement(s) to allow construction of the project.

- YES, I support the proposed improvements, the benefit assessment and conveyance of roads.
- NO, I do not support the project.

Vicky Hilvety 9/10/98
 Signature Date

 Signature Date

Vicky Hilvety
 1200 Athens Court
 Bel Air, MD 21014-2796
 Tax Map 41 Parcel 538 Lot 224

RECEIVED
 SEP 15 1998

**DEPT. OF PUBLIC WORKS
 BEL AIR, MARYLAND**

Exhibit #1

EXHIBIT 3445 FOLIO 0336

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 3445, p. 0336, MSA_CE54_3332. Date available 06/20/2005. Printed 11/10/2017.

I, the owner of the property described below, by signing this ballot, acknowledge that I have read the information contained herein.

I understand that the Manors @Amyclae Townhouse Association, Inc. wishes to repair and upgrade a certain private road and parking areas in the Amyclae subdivision in order that the following road (exclusive of the areas of perpendicular parking) can be taken into the County road system: Athens Court. I understand that by voting "YES" on this ballot, I request that Harford County provide the funds necessary for these improvements, the total cost of which is currently estimated to be \$65,825.00. I further understand that if a majority of the property owners affected by the proposed improvements vote in favor of this ballot, the funds will be allocated in the Capital Projects portion of the County budget; noting that funds are to be recovered from the affected property owners.

I understand that if the project is funded by the County, I (and all other affected property owners), must through the benefit assessment, pay an equal share of the cost of the project, in annual installments, over a period of six (6) years. Based upon the estimated construction cost, the benefit assessment should be \$255.14 per year for six (6) years, however, I understand that the benefit assessment will be adjusted if the actual construction cost varies from the estimated cost and that, therefore, the benefit assessment may change.

I understand that the benefit assessment will be added to the state and county property tax bills for collection by October 1 of each year without interest or discount. Delinquent benefit assessments will constitute a lien against the property and will be treated in the same manner as property tax liens.

I further, state that I will sign Fee Simple Right of Way agreement(s) to allow the construction of the project.

- YES, I support the proposed improvements, the benefit assessment and the conveyance of the road.
- NO, I do not support the project.

J & J Industries, Inc
By: [Signature], pres
 Signature _____ Date _____

 Signature _____ Date _____

J & J Industries, Inc.
 14 Red Pump Rd.
 Bel Air, Maryland 21014

Re: 1202 Athens Ct.
 Bel Air, MD 21014-2796
 Tax Map Parcel Lot

RECEIVED
 OCT 12 1998

DEPT. OF PUBLIC WORKS
 BEL AIR, MARYLAND

LIBER 3445 FOLIO 0338

Exhibit #3

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 3445, p. 0338, MSA_CE54_3332. Date available 06/20/2005. Printed 11/10/2017.

I, the owner of the property described below, by signing this ballot, acknowledge that I have read and understand the information contained herein.

I understand that the The Manors @ Amyclae Townhouse Association, Inc. wishes to repair and upgrade a certain private road and parking areas in the Amyclae subdivision in order that the following road (exclusive of the areas of perpendicular parking) can be taken into the County road system: Athens Court. I understand that by voting "YES" on this ballot, I request that Harford County provide the funds necessary for these improvements, the total cost of which is currently estimated to be \$ 80,575.00. I further understand that if a majority of the property owners affected by the proposed improvements vote in favor of this ballot, the funds will be allocated in the Capital Projects portion of the County budget; noting that funds are to be recovered from the affected property owners.

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I further, state that I will sign Fee Simple Right of Way agreement(s) to allow construction of the project.

YES, I support the proposed improvements, the benefit assessment and conveyance of roads.
 NO, I do not support the project.

Dagmar D. Hendrickson 9/3/98
Signature Date

Signature Date

Dagmar D Leone Hendrickson
1204 Athens Court
Bel Air, MD 21014-2796
Tax Map 41 Parcel 538 Lot 226

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DEPT. OF PUBLIC WORKS
BEL AIR, MARYLAND

LIBER 3445 FOLIO 0339

Exhibit #4

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 3445, p. 0339, MSA_CE54_3332. Date available 06/20/2005. Printed 11/10/2017.

I, the owner of the property described below, by signing this ballot, acknowledge that I have read the information contained herein.

I understand that the Manors @Amyclae Townhouse Association, Inc. wishes to repair and upgrade a certain private road and parking areas in the Amyclae subdivision in order that the following road (exclusive of the areas of perpendicular parking) can be taken into the County road system: Athens Court. I understand that by voting "YES" on this ballot, I request that Harford County provide the funds necessary for these improvements, the total cost of which is currently estimated to be \$65,825.00. I further understand that if a majority of the property owners affected by the proposed improvements vote in favor of this ballot, the funds will be allocated in the Capital Projects portion of the County budget; noting that funds are to be recovered from the affected property owners.

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I understand that the benefit assessment will be added to the state and county property tax bills for collection by October 1 of each year without interest or discount. Delinquent benefit assessments will constitute a lien against the property and will be treated in the same manner as property tax liens.

I further, state that I will sign Fee Simple Right of Way agreement(s) to allow the construction of the project.

- YES, I support the proposed improvements, the benefit assessment and the conveyance of the road.
- NO, I do not support the project.

J & J Industries, Inc.
 By [Signature]
 Signature _____ Date _____

Signature _____ Date _____

J & J Industries, Inc. Re: 1206 Athens Ct.
 14 Red Pump Rd. Bel Air, MD 21014-2796
 Bel Air, Maryland 21014 Tax Map Parcel Lot

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**DEPT. OF PUBLIC WORKS
 BEL AIR, MARYLAND**

LIBER 3445 FOLIO 0340

Exhibit #5

I, the owner of the property described below, by signing this ballot, acknowledge that I have read the information contained herein.

I understand that the Manors @Amyclae Townhouse Association, Inc. wishes to repair and upgrade a certain private road and parking areas in the Amyclae subdivision in order that the following road (exclusive of the areas of perpendicular parking) can be taken into the County road system: Athens Court. I understand that by voting "YES" on this ballot, I request that Harford County provide the funds necessary for these improvements, the total cost of which is currently estimated to be \$65,825.00. I further understand that if a majority of the property owners affected by the proposed improvements vote in favor of this ballot, the funds will be allocated in the Capital Projects portion of the County budget; noting that funds are to be recovered from the affected property owners.

I understand that if the project is funded by the County, I (and all other affected property owners), must through the benefit assessment, pay an equal share of the cost of the project, in annual installments, over a period of six (6) years. Based upon the estimated construction cost, the benefit assessment should be \$255.14 per year for six (6) years, however, I understand that the benefit assessment will be adjusted if the actual construction cost varies from the estimated cost and that, therefore, the benefit assessment may change.

I understand that the benefit assessment will be added to the state and county property tax bills for collection by October 1 of each year without interest or discount. Delinquent benefit assessments will constitute a lien against the property and will be treated in the same manner as property tax liens.

I further, state that I will sign Fee Simple Right of Way agreement(s) to allow the construction of the project.

YES, I support the proposed improvements, the benefit assessment and the conveyance of the road.

NO, I do not support the project.

J & J Industries, Inc.

By [Signature]
Signature

Date

Signature

Date

J & J Industries, Inc.
14 Red Pump Rd.

Re: 1208 Athens Ct.
Bel Air, MD 21014-2796

Bel Air, Maryland 21014

Tax Map Parcel Lot

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DEPT. OF PUBLIC WORKS
BEL AIR, MARYLAND

LIBERS 445 FOLIO 0342

Exhibit #7

I, the owner of the property described below, by signing this ballot, acknowledge that I have read the information contained herein.

I understand that the Manors @Amyclae Townhouse Association, Inc. wishes to repair and upgrade a certain private road and parking areas in the Amyclae subdivision in order that the following road (exclusive of the areas of perpendicular parking) can be taken into the County road system: Athens Court. I understand that by voting "YES" on this ballot, I request that Harford County provide the funds necessary for these improvements, the total cost of which is currently estimated to be \$65,825.00. I further understand that if a majority of the property owners affected by the proposed improvements vote in favor of this ballot, the funds will be allocated in the Capital Projects portion of the County budget; noting that funds are to be recovered from the affected property owners.

I understand that if the project is funded by the County, I (and all other affected property owners), must through the benefit assessment, pay an equal share of the cost of the project, in annual installments, over a period of six (6) years. Based upon the estimated construction cost, the benefit assessment should be \$255.14 per year for six (6) years, however, I understand that the benefit assessment will be adjusted if the actual construction cost varies from the estimated cost and that, therefore, the benefit assessment may change.

I understand that the benefit assessment will be added to the state and county property tax bills for collection by October 1 of each year without interest or discount. Delinquent benefit assessments will constitute a lien against the property and will be treated in the same manner as property tax liens.

I further, state that I will sign Fee Simple Right of Way agreement(s) to allow the construction of the project.

- YES, I support the proposed improvements, the benefit assessment and the conveyance of the road.
- NO, I do not support the project.

J & J Industries, Inc.

By: *[Signature]*

Signature

Date

Signature

Date

J & J Industries, Inc.
14 Red Pump Rd.

Re: 1209 Athens Ct.
Bel Air, MD 21014-2796

Bel Air, Maryland 21014

Tax Map Parcel Lot

LIBER 3445 FOLIO 0343

Exhibit #8

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OCT 12 1998

DEPT. OF PUBLIC WORKS
BEL AIR, MARYLAND

I, the owner of the property described below, by signing this ballot, acknowledge that I have read and understand the information contained herein.

I understand that the The Manors @ Amyclae Townhouse Association, Inc. wishes to repair and upgrade a certain private road and parking areas in the Amyclae subdivision in order that the following road (exclusive of the areas of perpendicular parking) can be taken into the County road system: Athens Court. I understand that by voting "YES" on this ballot, I request that Harford County provide the funds necessary for these improvements, the total cost of which is currently estimated to be \$ 80,575.00. I further understand that if a majority of the property owners affected by the proposed improvements vote in favor of this ballot, the funds will be allocated in the Capital Projects portion of the County budget; noting that funds are to be recovered from the affected property owners.

I understand that, if the project is funded by the County, I (and all other affected property owners) must, through the benefit assessment, pay an equal share of the remaining cost of the project, in annual installments, over a period of eight (8) years. Based upon the estimated construction cost, the benefit assessment should be \$234.23 per year for eight (8) years, however, I understand that the benefit assessment will be adjusted if the actual construction cost varies from the estimated cost and that, therefore, the benefit assessment may change.

I understand that the benefit assessment will be added to the state and county property tax bills for collection by October 1 of each year without interest or discount. Delinquent benefit assessments will constitute a lien against the property and will be treated in the same manner as property tax liens.

I further, state that I will sign Fee Simple Right of Way agreement(s) to allow construction of the project.

YES, I support the proposed improvements, the benefit assessment and conveyance of roads.
 NO, I do not support the project.

Thomas M Colvin 9/9/98
Signature Date

Christine Colvin 9/9/98
Signature Date

Thomas Mark & Christine Colvin
1211 Athens Court
Bel Air, MD 21014-2796
Tax Map 41 Parcel 538 Lot 218

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SEP 14 1998

DEPT. OF PUBLIC WORKS
BEL AIR, MARYLAND

LIBER 3445 FOLIO 0345

Exhibit #10

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 3445, p. 0345, MSA_CE54_3332. Date available 06/20/2005. Printed 11/10/2017.

I, the owner of the property described below, by signing this ballot, acknowledge that I have read and understand the information contained herein.

I understand that the The Manors @ Amyclae Townhouse Association, Inc. wishes to repair and upgrade a certain private road and parking areas in the Amyclae subdivision in order that the following road (exclusive of the areas of perpendicular parking) can be taken into the County road system: Athens Court. I understand that by voting "YES" on this ballot, I request that Harford County provide the funds necessary for these improvements, the total cost of which is currently estimated to be \$ 80,575.00. I further understand that if a majority of the property owners affected by the proposed improvements vote in favor of this ballot, the funds will be allocated in the Capital Projects portion of the County budget; noting that funds are to be recovered from the affected property owners.

I understand that, if the project is funded by the County, I (and all other affected property owners) must, through the benefit assessment, pay an equal share of the remaining cost of the project, in annual installments, over a period of eight (8) years. Based upon the estimated construction cost, the benefit assessment should be \$234.23 per year for eight (8) years, however, I understand that the benefit assessment will be adjusted if the actual construction cost varies from the estimated cost and that, therefore, the benefit assessment may change.

I understand that the benefit assessment will be added to the state and county property tax bills for collection by October 1 of each year without interest or discount. Delinquent benefit assessments will constitute a lien against the property and will be treated in the same manner as property tax liens.

I further, state that I will sign Fee Simple Right of Way agreement(s) to allow construction of the project.

YES, I support the proposed improvements, the benefit assessment and conveyance of roads.
 NO, I do not support the project.

Signature Date

Cornelia Mac Gillivray 9/1/98
Signature Date

~~John~~ & Cornelia Mac Gillivray
1217 Athens Court
Bel Air, MD 21014-2796
Tax Map 41 Parcel 538 Lot 215

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BEL AIR, MARYLAND

LIBER 3445 FOLIO 0346

Exhibit #11

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 3445, p. 0346, MSA_CE54_3332. Date available 06/20/2005. Printed 11/10/2017.

I, the owner of the property described below, by signing this ballot, acknowledge that I have read and understand the information contained herein.

I understand that the The Manors @ Amyclae Townhouse Association, Inc. wishes to repair and upgrade a certain private road and parking areas in the Amyclae subdivision in order that the following road (exclusive of the areas of perpendicular parking) can be taken into the County road system: Athens Court. I understand that by voting "YES" on this ballot, I request that Harford County provide the funds necessary for these improvements, the total cost of which is currently estimated to be \$ 80,575.00. I further understand that if a majority of the property owners affected by the proposed improvements vote in favor of this ballot, the funds will be allocated in the Capital Projects portion of the County budget; noting that funds are to be recovered from the affected property owners.

I understand that, if the project is funded by the County, I (and all other affected property owners) must, through the benefit assessment, pay an equal share of the remaining cost of the project, in annual installments, over a period of eight (8) years. Based upon the estimated construction cost, the benefit assessment should be \$234.23 per year for eight (8) years, however, I understand that the benefit assessment will be adjusted if the actual construction cost varies from the estimated cost and that, therefore, the benefit assessment may change.

I understand that the benefit assessment will be added to the state and county property tax bills for collection by October 1 of each year without interest or discount. Delinquent benefit assessments will constitute a lien against the property and will be treated in the same manner as property tax liens.

I further, state that I will sign Fee Simple Right of Way agreement(s) to allow construction of the project.

YES, I support the proposed improvements, the benefit assessment and conveyance of roads.
 NO, I do not support the project.

Robert E. Williams
Signature Date

Linda Williams 14 Sept 98
Signature Date

Robert E & Linda A Williams
1218 Athens Court
Bel Air, MD 21014-2796
Tax Map 41 Parcel 538 Lot 233

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DEPT. OF PUBLIC WORKS
BEL AIR, MARYLAND

LIBER 3445 FOLIO 0347

Exhibit #12

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 3445, p. 0347, MSA_CE54_3332. Date available 06/20/2005. Printed 11/10/2017.

I, the owner of the property described below, by signing this ballot, acknowledge that I have read and understand the information contained herein.

I understand that the The Manors @ Amyclae Townhouse Association, Inc. wishes to repair and upgrade a certain private road and parking areas in the Amyclae subdivision in order that the following road (exclusive of the areas of perpendicular parking) can be taken into the County road system: Athens Court. I understand that by voting "YES" on this ballot, I request that Harford County provide the funds necessary for these improvements, the total cost of which is currently estimated to be \$80,575.00. I further understand that if a majority of the property owners affected by the proposed improvements vote in favor of this ballot, the funds will be allocated in the Capital Projects portion of the County budget; noting that funds are to be recovered from the affected property owners.

I understand that, if the project is funded by the County, I (and all other affected property owners) must, through the benefit assessment, pay an equal share of the remaining cost of the project, in annual installments, over a period of eight (8) years. Based upon the estimated construction cost, the benefit assessment should be \$234.23 per year for eight (8) years, however, I understand that the benefit assessment will be adjusted if the actual construction cost varies from the estimated cost and that, therefore, the benefit assessment may change.

I understand that the benefit assessment will be added to the state and county property tax bills for collection by October 1 of each year without interest or discount. Delinquent benefit assessments will constitute a lien against the property and will be treated in the same manner as property tax liens.

I further, state that I will sign Fee Simple Right of Way agreement(s) to allow construction of the project.

YES, I support the proposed improvements, the benefit assessment and conveyance of roads.
 NO, I do not support the project.

[Signature] _____
Signature Date 9/10/08

[Signature] _____
Signature Date 9/10/08

Kenneth J Corkran & Lynn M Bogardus
1221 Athens Court
Bel Air, MD 21014-2796
Tax Map 41 Parcel 538 Lot 213

As per charges attached 9/29/08 (KJE)

LIBER 3445 FOLIO 0348

Exhibit #13

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 3445, p. 0348, MSA_CE54_3332. Date available 06/20/2005. Printed 11/10/2017.

I, the owner of the property described below, by signing this ballot, acknowledge that I have read the information contained herein.

I understand that the Manors @Amyclae Townhouse Association, Inc. wishes to repair and upgrade a certain private road and parking areas in the Amyclae subdivision in order that the following road (exclusive of the areas of perpendicular parking) can be taken into the County road system: Athens Court. I understand that by voting "YES" on this ballot, I request that Harford County provide the funds necessary for these improvements, the total cost of which is currently estimated to be \$65,825.00. I further understand that if a majority of the property owners affected by the proposed improvements vote in favor of this ballot, the funds will be allocated in the Capital Projects portion of the County budget; noting that funds are to be recovered from the affected property owners.

I understand that if the project is funded by the County, I (and all other affected property owners), must through the benefit assessment, pay an equal share of the cost of the project, in annual installments, over a period of six (6) years. Based upon the estimated construction cost, the benefit assessment should be \$255.14 per year for six (6) years, however, I understand that the benefit assessment will be adjusted if the actual construction cost varies from the estimated cost and that, therefore, the benefit assessment may change.

I understand that the benefit assessment will be added to the state and county property tax bills for collection by October 1 of each year without interest or discount. Delinquent benefit assessments will constitute a lien against the property and will be treated in the same manner as property tax liens.

I further, state that I will sign Fee Simple Right of Way agreement(s) to allow the construction of the project.

- YES, I support the proposed improvements, the benefit assessment and the conveyance of the road.
- NO, I do not support the project.

Christopher Hiser 9/28/98
 Signature Date

Kelly Hiser 9/28/98
 Signature Date

Christopher F & Kelly Mackey Hiser
 1226 Athens Court
 Bel Air, MD 21014-2796
 Tax Map 41 Parcel 538 Lot 237

Exhibit #18

LIBER 3445 FOLIO 0353

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 3445, p. 0353, MSA_CE54_3332, Date available 06/20/2005. Printed 11/10/2017.

I, the owner of the property described below, by signing this ballot, acknowledge that I have read and understand the information contained herein.

I understand that the The Manors @ Amyclae Townhouse Association, Inc. wishes to repair and upgrade a certain private road and parking areas in the Amyclae subdivision in order that the following road (exclusive of the areas of perpendicular parking) can be taken into the County road system: Athens Court. I understand that by voting "YES" on this ballot, I request that Harford County provide the funds necessary for these improvements, the total cost of which is currently estimated to be \$ 80,575.00. I further understand that if a majority of the property owners affected by the proposed improvements vote in favor of this ballot, the funds will be allocated in the Capital Projects portion of the County budget; noting that funds are to be recovered from the affected property owners.

I understand that, if the project is funded by the County, I (and all other affected property owners) must, through the benefit assessment, pay an equal share of the remaining cost of the project, in annual installments, over a period of eight (8) years. Based upon the estimated construction cost, the benefit assessment should be \$234.23 per year for eight (8) years, however, I understand that the benefit assessment will be adjusted if the actual construction cost varies from the estimated cost and that, therefore, the benefit assessment may change.

I understand that the benefit assessment will be added to the state and county property tax bills for collection by October 1 of each year without interest or discount. Delinquent benefit assessments will constitute a lien against the property and will be treated in the same manner as property tax liens.

I further, state that I will sign Fee Simple Right of Way agreement(s) to allow construction of the project.

- YES, I support the proposed improvements, the benefit assessment and conveyance of roads.
- NO, I do not support the project.

Jeffrey W Bell _____
 Signature Date

Susan Carole Bell 9/10/98
 Signature Date

Jeffrey W & Susan Carole Bell
 1227 Athens Court
 Bel Air, MD 21014-2796
 Tax Map 41 Parcel 538 Lot 210

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 BEL AIR, MARYLAND

Exhibit #19

LIBER 3445 FOLIO 0354

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 3445, p. 0354, MSA_CE54_3332. Date available 06/20/2005. Printed 11/10/2017.

I, the owner of the property described below, by signing this ballot, acknowledge that I have read and understand the information contained herein.

I understand that the The Manors @ Amyclae Townhouse Association, Inc. wishes to repair and upgrade a certain private road and parking areas in the Amyclae subdivision in order that the following road (exclusive of the areas of perpendicular parking) can be taken into the County road system: Athens Court. I understand that by voting "YES" on this ballot, I request that Harford County provide the funds necessary for these improvements, the total cost of which is currently estimated to be \$ 80,575.00. I further understand that if a majority of the property owners affected by the proposed improvements vote in favor of this ballot, the funds will be allocated in the Capital Projects portion of the County budget; noting that funds are to be recovered from the affected property owners.

I understand that, if the project is funded by the County, I (and all other affected property owners) must, through the benefit assessment, pay an equal share of the remaining cost of the project, in annual installments, over a period of eight (8) years. Based upon the estimated construction cost, the benefit assessment should be \$234.23 per year for eight (8) years, however, I understand that the benefit assessment will be adjusted if the actual construction cost varies from the estimated cost and that, therefore, the benefit assessment may change.

I understand that the benefit assessment will be added to the state and county property tax bills for collection by October 1 of each year without interest or discount. Delinquent benefit assessments will constitute a lien against the property and will be treated in the same manner as property tax liens.

I further, state that I will sign Fee Simple Right of Way agreement(s) to allow construction of the project.

- YES, I support the proposed improvements, the benefit assessment and conveyance of roads.
- NO, I do not support the project.

David Rolle 9/8/98
 Signature Date

 Signature Date

David M Rolle
 1228 Athens Court
 Bel Air, MD 21014-2796
 Tax Map 41 Parcel 538 Lot 238

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 BEL AIR, MARYLAND

LIBER 3445 FOLIO 0355

Exhibit #20

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 3445, p. 0355, MSA_CE54_3332. Date available 06/20/2005. Printed 11/10/2017.

I, the owner of the property described below, by signing this ballot, acknowledge that I have read and understand the information contained herein.

I understand that the The Manors @ Amyclae Townhouse Association, Inc. wishes to repair and upgrade a certain private road and parking areas in the Amyclae subdivision in order that the following road (exclusive of the areas of perpendicular parking) can be taken into the County road system: Athens Court. I understand that by voting "YES" on this ballot, I request that Harford County provide the funds necessary for these improvements, the total cost of which is currently estimated to be \$ 80,575.00. I further understand that if a majority of the property owners affected by the proposed improvements vote in favor of this ballot, the funds will be allocated in the Capital Projects portion of the County budget; noting that funds are to be recovered from the affected property owners.

I understand that, if the project is funded by the County, I (and all other affected property owners) must, through the benefit assessment, pay an equal share of the remaining cost of the project, in annual installments, over a period of eight (8) years. Based upon the estimated construction cost, the benefit assessment should be \$234.23 per year for eight (8) years, however, I understand that the benefit assessment will be adjusted if the actual construction cost varies from the estimated cost and that, therefore, the benefit assessment may change.

I understand that the benefit assessment will be added to the state and county property tax bills for collection by October 1 of each year without interest or discount. Delinquent benefit assessments will constitute a lien against the property and will be treated in the same manner as property tax liens.

I further, state that I will sign Fee Simple Right of Way agreement(s) to allow construction of the project.

- YES, I support the proposed improvements, the benefit assessment and conveyance of roads.
- NO, I do not support the project.

Patricia H Clifton 9/12/98
 Signature Date

Patricia H Clifton 9/12/98
 Signature Date

Patricia H Clifton
 1230 Athens Court
 Bel Air, MD 21014-2796
 Tax Map 41 Parcel 538 Lot 239

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**DEPT. OF PUBLIC WORKS
 BEL AIR, MARYLAND**

Exhibit #22

LIBER 3445 FOLIO 0357

I, the owner of the property described below, by signing this ballot, acknowledge that I have read and understand the information contained herein.

I understand that the The Manors @ Amyclae Townhouse Association, Inc. wishes to repair and upgrade a certain private road and parking areas in the Amyclae subdivision in order that the following road (exclusive of the areas of perpendicular parking) can be taken into the County road system: Athens Court. I understand that by voting "YES" on this ballot, I request that Harford County provide the funds necessary for these improvements, the total cost of which is currently estimated to be \$ 80,575.00. I further understand that if a majority of the property owners affected by the proposed improvements vote in favor of this ballot, the funds will be allocated in the Capital Projects portion of the County budget; noting that funds are to be recovered from the affected property owners.

I understand that, if the project is funded by the County, I (and all other affected property owners) must, through the benefit assessment, pay an equal share of the remaining cost of the project, in annual installments, over a period of eight (8) years. Based upon the estimated construction cost, the benefit assessment should be \$234.23 per year for eight (8) years, however, I understand that the benefit assessment will be adjusted if the actual construction cost varies from the estimated cost and that, therefore, the benefit assessment may change.

I understand that the benefit assessment will be added to the state and county property tax bills for collection by October 1 of each year without interest or discount. Delinquent benefit assessments will constitute a lien against the property and will be treated in the same manner as property tax liens.

I further, state that I will sign Fee Simple Right of Way agreement(s) to allow construction of the project.

- YES, I support the proposed improvements, the benefit assessment and conveyance of roads.
- NO, I do not support the project.

Norman C Edwards Jr _____
 Signature Date 9/6/18

 Signature Date

Norman C Edwards Jr
 1234 Athens Court
 Bel Air, MD 21014-2796
 Tax Map 41 Parcel 538 Lot 241

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DEPT. OF PUBLIC WORKS
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Exhibit #26

LIBER 3445 FOLIO 0361

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 3445, p. 0361, MSA_CE54_3332. Date available 06/20/2005. Printed 11/10/2017.

I, the owner of the property described below, by signing this ballot, acknowledge that I have read and understand the information contained herein.

I understand that the The Manors @ Amyclae Townhouse Association, Inc. wishes to repair and upgrade a certain private road and parking areas in the Amyclae subdivision in order that the following road (exclusive of the areas of perpendicular parking) can be taken into the County road system: Athens Court. I understand that by voting "YES" on this ballot, I request that Harford County provide the funds necessary for these improvements, the total cost of which is currently estimated to be \$ 80,575.00. I further understand that if a majority of the property owners affected by the proposed improvements vote in favor of this ballot, the funds will be allocated in the Capital Projects portion of the County budget; noting that funds are to be recovered from the affected property owners.

I understand that, if the project is funded by the County, I (and all other affected property owners) must, through the benefit assessment, pay an equal share of the remaining cost of the project, in annual installments, over a period of eight (8) years. Based upon the estimated construction cost, the benefit assessment should be \$234.23 per year for eight (8) years, however, I understand that the benefit assessment will be adjusted if the actual construction cost varies from the estimated cost and that, therefore, the benefit assessment may change.

I understand that the benefit assessment will be added to the state and county property tax bills for collection by October 1 of each year without interest or discount. Delinquent benefit assessments will constitute a lien against the property and will be treated in the same manner as property tax liens.

I further, state that I will sign Fee Simple Right of Way agreement(s) to allow construction of the project.

YES, I support the proposed improvements, the benefit assessment and conveyance of roads.
 NO, I do not support the project.

Robert William Kunkel Jr 5 Sep 98
Signature Date

Marianne Kunkel 5 Sep 98
Signature Date

Robert William Jr & Marianne Kunkel
1206 Basil Court
Bel Air, MD 21014-2732
Tax Map 41 Parcel 538 Lot 206 #1235

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BEL AIR, MARYLAND

Exhibit #27

LIBER 3445 FOLIO 0362

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 3445, p. 0362, MSA_CE54_3332. Date available 06/20/2005. Printed 11/10/2017.

I, the owner of the property described below, by signing this ballot, acknowledge that I have read and understand the information contained herein.

I understand that the The Manors @ Amyclae Townhouse Association, Inc. wishes to repair and upgrade a certain private road and parking areas in the Amyclae subdivision in order that the following road (exclusive of the areas of perpendicular parking) can be taken into the County road system: Athens Court. I understand that by voting "YES" on this ballot, I request that Harford County provide the funds necessary for these improvements, the total cost of which is currently estimated to be \$ 80,575.00. I further understand that if a majority of the property owners affected by the proposed improvements vote in favor of this ballot, the funds will be allocated in the Capital Projects portion of the County budget; noting that funds are to be recovered from the affected property owners.

I understand that, if the project is funded by the County, I (and all other affected property owners) must, through the benefit assessment, pay an equal share of the remaining cost of the project, in annual installments, over a period of eight (8) years. Based upon the estimated construction cost, the benefit assessment should be \$234.23 per year for eight (8) years, however, I understand that the benefit assessment will be adjusted if the actual construction cost varies from the estimated cost and that, therefore, the benefit assessment may change.

I understand that the benefit assessment will be added to the state and county property tax bills for collection by October 1 of each year without interest or discount. Delinquent benefit assessments will constitute a lien against the property and will be treated in the same manner as property tax liens.

I further, state that I will sign Fee Simple Right of Way agreement(s) to allow construction of the project.

YES, I support the proposed improvements, the benefit assessment and conveyance of roads.
 NO, I do not support the project.

Beth Ann Trageser 9/1/98
Signature Date

[Signature] 9/1/98
Signature Date

Robert E & Beth Ann Trageser
1239 Athens Court
Bel Air, MD 21014-2796
Tax Map 41 Parcel 538 Lot 204

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BEL AIR MARYLAND

Exhibit #29

LIBER 3445 FOLIO 0364

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 3445, p. 0364, MSA_CE54_3332. Date available 06/20/2005. Printed 11/10/2017.

I, the owner of the property described below, by signing this ballot, acknowledge that I have read and understand the information contained herein.

I understand that the The Manors @ Amyclae Townhouse Association, Inc. wishes to repair and upgrade a certain private road and parking areas in the Amyclae subdivision in order that the following road (exclusive of the areas of perpendicular parking) can be taken into the County road system: Athens Court. I understand that by voting "YES" on this ballot, I request that Harford County provide the funds necessary for these improvements, the total cost of which is currently estimated to be \$ 80,575.00. I further understand that if a majority of the property owners affected by the proposed improvements vote in favor of this ballot, the funds will be allocated in the Capital Projects portion of the County budget; noting that funds are to be recovered from the affected property owners.

I understand that, if the project is funded by the County, I (and all other affected property owners) must, through the benefit assessment, pay an equal share of the remaining cost of the project, in annual installments, over a period of eight (8) years. Based upon the estimated construction cost, the benefit assessment should be \$234.23 per year for eight (8) years, however, I understand that the benefit assessment will be adjusted if the actual construction cost varies from the estimated cost and that, therefore, the benefit assessment may change.

I understand that the benefit assessment will be added to the state and county property tax bills for collection by October 1 of each year without interest or discount. Delinquent benefit assessments will constitute a lien against the property and will be treated in the same manner as property tax liens.

I further, state that I will sign Fee Simple Right of Way agreement(s) to allow construction of the project.

- YES, I support the proposed improvements, the benefit assessment and conveyance of roads.
- NO, I do not support the project.

<u>Patrick Shane & Maria A. Bloyer</u>	<u>9/7/18</u>	<u>Maria A. Bloyer</u>	<u>9-7-18</u>
Signature	Date	Signature	Date

Patrick Shane & Maria A. Bloyer
1241 Athens Court
Bel Air, Maryland 21014

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SEP 15 2018

DEPT. OF PUBLIC WORKS
BEL AIR MARYLAND

Return To:
Joe Clark
220 S. New St Procurement
Bel Air, MD 21014
410-638-3550

Exhibit #30

LIBER 3445 FOLIO 0365

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 3445, p. 0365, MSA_CE54_3332. Date available 06/20/2005. Printed 11/10/2017.

CLERK'S NOTATION

Document submitted in a condition not suitable for satisfactory reproduction.

HARFORD COUNTY CIRCUIT COURT (Homeowners Association Records) CGH & JJR 22, p. 0394, MSA_CE486_22. Date available 08/30/2010. Printed 02/26/2018.

50
CB 17.00

**HOMEOWNERS DISCLOSURE
STATEMENT FOR
THE MANORS AT AMYCLAE
TOWNHOUSE ASSOCIATION, INC.**

For deposit with the Circuit Court for Harford County.

Attachments to Disclosure Statement

- a. The By-Laws of The Manors at Amyclae Townhouse Association, Inc.;
- b. The Articles of Incorporation of The Manors At Amyclae Townhouse Association, Inc. executed April 25, 1989; and
- c. The Resolution Regulating Nonpayment of Assessments signed April 28, 2000.

Filed among the depository records on July 24, 2003.

Return to: *Elmore & Associates, P.A., 5 Riggs Avenue, Severna Park, Maryland 21146*
Telephone 410 544 6644

HOMEOWNERS	50.00
CERTIFIED COPY	17.00
TOTAL	67.00
Rest HAB2	Rept # 49533
JJR LB	Blk # 2493
Jul 24 2003	11:26 am

MARYLAND HOMEOWNERS ASSOCIATION ACT
CIRCUIT COURT DEPOSITORY REQUIREMENT

THE MANORS AT AMYCLAE TOWNHOUSE ASSOCIATION, INC.

For deposit with Circuit Court for Harford County.

This disclosure is prepared pursuant to Section 11B-112 of the Real Property Article of the Annotated Code of Maryland for The Manors at Amyclae Townhouse Association, Inc.

See also the Declaration of Covenants, Conditions and Restrictions recorded among the Land Records of Harford County in Book 1544, pages 151 *et seq.* ("Declaration"), and the Deeds recorded among the Land Records of Harford County in Book 1563, pages 616 *et seq.* and Book 3445, Folio 0366, *et seq.*, ("the Deeds") and other documents pertaining to this community, recorded among the Land Records.

By the Deeds, The Manors at Amyclae Townhouse Association, Inc. was deeded real property.

1. The name, principal address and telephone number of the Vendor/Declarant and/or it's resident agent are as follows:

KCC-USA DEVELOPMENT LIMITED, Declarant
THE CORPORATION TRUST INCORPORATED, Resident Agent
300 E. Lombard Street
Baltimore, Maryland 21202
Tel No. (unknown)

Any questions concerning this disclosure of the Association's documents should be directed to the Association's attorneys, Kathleen M. Elmore, Esquire, Maricruz J. Bonfante, Esquire and ELMORE & ASSOCIATES, P.A., 5 Riggs Avenue, P.O. Box 1473, Severna Park, Maryland 21146 Tel No. (410) 544-6644.

2. The name of the Community is "The Manors at Amyclae". The affairs of the Community shall be governed by a non-stock corporation organized and existing under the laws of Maryland. The name of this Association is:

✓✓ "The Manors at Amyclae Townhouse Association, Inc."

The Manors at Amyclae Townhouse Association, Inc.
Depository Disclosure

HARFORD COUNTY CIRCUIT COURT (Homeowners Association Records) CGH & JJR 22, p. 0395, MSA_CE486_22. Date available 08/30/2010. Printed 02/26/2018.

LIBER0022 FOLIO 395

LIBER0004 FOLIO 524

HARFORD COUNTY CIRCUIT COURT (Homeowners Association Records) CGH & JJR 22, p. 0396, MSA_CE486_22. Date available 08/30/2010. Printed 02/26/2018.

3. The Homeowners' Association is a nonstock corporation organized and existing under and by virtue of the laws of the State of Maryland. The name of the Resident Agent is:

Patrick Barrett
3445-C Box Hill Corporate Center Drive
Abingdon, Maryland 21009
Tel No. (410) 515-7390

4. The following is a description of (a) the location and size of the development, including the minimum and maximum number of Lots currently planned or permitted, if applicable, which may be contained within the development; and (b) any property owned by the Declarant or the Vendor contiguous to the development which is to be dedicated to public use.

All those parcels of land situate, lying and being in the THIRD ELECTION DISTRICT of Harford County, State of Maryland being shown on a subdivision plat entitled "Amyclae Estates, Section Four", which plat is recorded among the Land Records of Harford County in Plat Book C.G.H. No. 61, folio 38.

SAVING AND EXCEPTING therefrom all those forty-three (43) lots designated as Lots 199 through 241, inclusive, as shown on the aforesaid plat containing a total of 3.294 acres of land, more or less.

ALSO SAVING AND EXCEPTING therefrom, Econ Drive, Amyclae Drive right-of-ways and road improvements areas as shown on the aforesaid plat containing a total of 2.310 acres of land, more or less.

ALSO SAVING AND EXCEPTING therefrom the State Highways Administration (SHA) right-of-way area as shown on the aforesaid plat containing a total of 0.234 acres of land, more or less.

The Area of the common space and private road right-of-ways conveyed hereby being a total of 3.086 acres of land, more or less.

There are a total of forty-three (43) lots in the development, all of which contain single-family townhomes. All are now complete.

The Declarant/Vendor presently does not own property contiguous to the development which will be dedicated to public use.

LIBER0022 FOLIO396

LIBER0004 FOLIO525

HARFORD COUNTY CIRCUIT COURT (Homeowners Association Records) CGH & JJR 22, p. 0397, MSA_CE486_22, Date available 08/30/2010. Printed 02/26/2018.

5. The development is not within or part of another development. However, it is adjacent to several sections of single family lots. Sections I, II, II and V (possibly Section VI, as well) of Amyclae Estates Homeowners Association. The Manors of Amyclae Townhouse Association, Inc. is a separate association not governed by Amyclae Estates Homeowners Association, Inc. It is technically, Section IV of Amyclae Estates and, as such, is part of the community of Amyclae Estates, although not governed by those covenants. The Manors at Amyclae Townhouse Association, Inc. members do have a contractual right, for which the Association must make payment, to use some of the open area owned by the Amyclae Estates Homeowners Association, Inc.

6. The Declarant reserved in Section 2 of Article II of the Declaration the right to annex additional lands to the Property upon approval in writing of the Developer and of the Association, pursuant to a majority of votes of the Members present and voting in person or by proxy on the question.

7. In addition to the Declaration of Covenants, Conditions, and Restrictions, recorded among the Land Records of Harford County in Book 1544, pages 151 *et seq.*, and all other covenants, easements, charges and liens (if any) of public record, **a copy of each of the following documents to which the purchaser shall become obligated on becoming an owner of the lot is attached hereto:**

- a. The By-Laws of The Manors at Amyclae Townhouse Association, Inc.;
- b. The Articles of Incorporation of The Manors At Amyclae Townhouse Association, Inc. executed April 25, 1989; and
- c. The Resolution Regulating Nonpayment of Assessments signed April 28, 2000.

These obligations are enforceable against lot owners and tenants.

8. A description or statement of any property which is currently planned to be owned, leased, or maintained by the The Manors at Amyclae Townhouse Association, Inc. is as follows:

Only the common area referenced in the Deeds. (See page 1.)

9. A description of zoning and other land use requirements affecting the development is available for inspection in the offices of the Harford County Department of Planning and Zoning, Bel Air, Maryland 21014.

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LIBER0004 FOLIO0526

HARFORD COUNTY CIRCUIT COURT (Homeowners Association Records) CGH & JJR 22, p. 0398, MSA_CE486_22. Date available 08/30/2010. Printed 02/26/2018.

10. A statement regarding (a) when mandatory Homeowners Association fees or assessments will first be levied against owners of lots; (b) the procedure for increasing or decreasing such fees or assessments; (c) how fees or assessments and delinquent charges will be collected; (d) whether unpaid fees or assessments are personal obligation of owners of lots; (e) whether unpaid fees or assessments bear interest and, if so, the rate of interest; (f) whether unpaid fees or assessment may be enforced by imposing a lien on a lot under the terms of the Maryland Contract Lien Act; and (g) whether lot owners will be assessed late charges or attorneys' fees for collecting unpaid fees or assessments, and any other consequences for the non-payment of the fees or assessments, is as follows:

As more fully provided in the Declaration of Covenants, Conditions and Restrictions recorded among the Land Records of Harford County in Book 1544, pages 151 *et seq.* All Section references herein are to that recorded document.

Section 9 of Article IV provides that “[t]he lien of the assessments provided for herein shall be subordinate to the lien for taxes imposed by any lawful authority and to the lien of any first mortgage”.

(a) With respect to each lot, as provided in pertinent part in Section 5 of Article VI, “both annual and special assessments must be fixed at a uniform rate within each class of membership”. Section 3(a) of Article VI provides that “[u]ntil January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be \$600.00 per lot, payable in full on January 1 of each year or in such quarterly or monthly installments as the Board of Directors may determine”.

(b) Section 3(b) Article VI provides that “[f]rom and after January 1 of the year immediately following conveyance of the first lot to an Owner, by majority vote of the Board of Directors, the maximum annual assessment may be increased each year above the maximum assessment for the previous year by not more than the greater of 10% of the previous year’s maximum or the percentage of increase in the cost of living as established in the Consumer Price Index or similar Index as reported by the Department of Commerce and selected by the Board of Directors”.

Section 3(c) of Article VI provides “[f]rom and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessments may be increased in excess of the limitations provided in the preceding paragraph (b) of Section 3 of Article VI by a vote of 2/3 of the Members who are voting in person or by proxy, at a meeting duly called for this purpose, as provided in Article VI, Section 4, herein.

LIBER0022 FOLIO398

HARFORD COUNTY CIRCUIT COURT (Homeowners Association Records) CGH & JUR 22, p. 0399, MSA_CE486_22. Date available 08/30/2010. Printed 02/26/2018.

(c) Section 7 of Article VI provides in pertinent part that “[t]he Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period . . . [w]ritten notice of the annual assessment shall be mailed, first class, postage prepaid to every Owner subject hereto . . . [t]he due dates shall be established by the Board of Directors and assessments may be collected in installments”.

For further details concerning the collection of assessments, please refer to the Declaration of Covenants, Conditions and Restrictions recorded among the Land Records of Harford in Book 1544, pages 151 *et seq.*

(d). Each such assessment, together with interest, and the costs of collection and reasonable attorneys’ fees, if any, shall also be the personal obligation of the person who was the Owner of such lot at the time when the assessment fell due.

(e) Any assessment not paid within thirty (30) days after the due date shall be delinquent and may upon resolution of the Board of Directors bear interest from the due date at 12% per annum on the unpaid assessment.

(f) Any unpaid assessment may also be enforced pursuant to the terms of the Maryland Contract Lien Act (Title 14, subtitle 2, Md. Real Prop. Code Ann.).

(g) If a delinquency occurs in the payment of annual and/or special assessments, which delinquency is not cured within 30 days after the due date, such assessments, together with interest at the rate of 12% per annum, and costs of collection and attorneys’ fees, if any, shall be a charge on the land, and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest, and the costs of collection, and reasonable attorney's fees shall also remain the personal obligation of the person who was the owner of such lot at the time when the assessment fell due. If a lien is enforced and foreclosed by the Association, it may be done in the same manner and subject to the same requirements, as the foreclosure of mortgages or deeds of trust on real property in Maryland containing a power of sale, or an asset 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 charges may be maintained without waiving the lien during the same period. (See the Declaration).

11. A description of special rights or exemptions reserved by or for the benefit of the Declarant/Vendor, including (a) the right to conduct construction activities within the development; (b) the right to pay a reduced Homeowners Association fee or assessment; and (c) exemptions from use restriction or architectural control provisions contained in the Declaration or provisions by which

HARFORD COUNTY CIRCUIT COURT (Homeowners Association Records) CGH & JJR 22, p. 0400, MSA_CE486_22. Date available 08/30/2010. Printed 02/26/2018.

the Declarant/Vendor intends to maintain control over the Homeowners Association are contained in the recorded Declaration.

(a) The Declarant/Vendor (and its successors, assigns, sales agents, representatives and invitees to include the Builder and other builders of improvements on the lot) reserved the right to non-exclusive use of the Common Area for office, construction, display, sales and exhibit purposes; provided however, that the aforesaid right shall terminate with respect to Common Areas which are part of the land described in Exhibit A upon the sale to individual homeowners and settlement of all the lots within the Property. Such right shall terminate with respect to Common Areas which are part of any land added to the Property by the filing of a Supplemental Declaration, upon the sale and settlement of all the lots within the Additional Property.

There is hereby created a blanket easement upon, across, over, through, and under the Property for ingress, egress, installation, replacement, repair, and maintenance of all utility and service lines and systems including, but not limited to, water, sewers, gas, telephone, electricity, television, cable or communication lines and systems. By virtue of this easement, it shall be expressly permissible for the Developer to install and maintain facilities and equipment on the Property. The Developer also reserves a blanket easement and right on, over and under the ground within the Property or Additional Property to maintain and to correct drainage and surface water in order to maintain reasonable standards of health, safety and appearance.

(b) Section 3(e) of Article VI of the Declaration provides "the Developer shall be obligated to pay for the lots which its own and are unoccupied, only 25% of the established annual or special assessment".

(c) The provisions of Article X of the Declaration provide that the Developer, in addition to all rights reserved to it in the Declaration, and any right to use any and all portions of the Property, including Common Area which may have previously have been conveyed to the Association for all reasonable purposes necessary or appropriate to the full and final completion of construction of the development. Specifically, none of the provisions concerning architectural control or use of the Property shall in any way apply to any aspect of the Developer's activities or construction, and notwithstanding any provisions of this Declaration, none of the aforesaid construction activities or any other activities associated with construction, sales, management or administration of the development shall be deemed noxious, offensive, or a nuisance. The Declarant reserves the right to store materials,

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HARFORD COUNTY CIRCUIT COURT (Homeowners Association Records) CGH & JUR 22, p. 0401, MSA_CE486_22. Date available 08/30/2010. Printed 02/26/2018.

construction debris and trash during the construction period on the Property without keeping same in containers.

- 12. The Association employs the following managing agent:

MRA Property Management, Inc.
3445-C Box Hill Corporate Center Drive
Abingdon, Maryland 21009
(410) 515-7390

Respectfully submitted,



Kathleen M. Elmore, Esquire
ELMORE & ASSOCIATES, P.A.
Attorneys for The Manors At Amyclae
Townhouse Association, Inc.
5 Riggs Avenue, P.O. Box 1473
Severna Park, Maryland 21146
(410) 544-6644/ (800) 717-0642
July 22, 2003

10544.001/000

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214

SECTION FOUR, AMYCLAE ESTATES
DEED - COMMON AREA AND PRIVATE ROAD RIGHT OF WAY

THIS DEED, made this 6th day of July, 1989, by and between KCC-USA DEVELOPMENT LIMITED, Grantor, and THE MANORS AT AMYCLAE TOWNHOUSE ASSOCIATION, INC., a Maryland corporation, Grantee.

WITNESSETH, that in consideration of the sum of Zero Dollars (\$0.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said KCC-USA DEVELOPMENT LIMITED does hereby grant and convey to the said MANORS OF AMYCLAE TOWNHOUSE ASSOCIATION, INC., its successors and assigns, forever, in fee simple, all that tract or parcel of land situate and lying in the THIRD ELECTION DISTRICT of Harford County, Maryland, and described as follows:

ALL those parcels of land situate, lying and being in the THIRD ELECTION DISTRICT of Harford County, State of Maryland, being shown on a subdivision plat entitled "Amyclae Estates, Section Four", which plat is recorded among the Land Records of Harford County in Plat Book C.G.H. N&C FE 22.00
61, folio 38. #362130 C003 R01 T15*12

SAVING AND EXCEPTING therefrom all those forty-three (43) lots designated as Lots 199 through 241, inclusive, as shown on the aforesaid plat containing a total of 3.294 acres of land, more or less. 07/20/89

ALSO SAVING AND EXCEPTING therefrom Econ Drive, Amyclae Drive right-of-ways and road improvements areas as shown on the aforesaid plat containing a total of 2.310 acres of land, more or less.

ALSO SAVING AND EXCEPTING therefrom the State Highways Administration (SHA) right-of-way area as shown on the aforesaid plat containing a total of 0.234 acres of land, more or less.

The area of the common space and private road rights-of-way conveyed hereby being a total of 3.086 acres of land, more or less.

BEING a part of that land conveyed by and described in a Deed to KCC-USA Development Limited dated December 29, 1987, and recorded in the Land Records of Harford County in Liber C.G.H. No. 1447, folio 147.

THE land hereby conveyed shall be held by the Grantee, The Manors at Amyclae Townhouse Association, Inc., as a common area for the use and enjoyment of the occupants of living units located on Lots 199 through 241, inclusive, as shown on a plat entitled "Amyclae Estates, Section Four", which is recorded in the Land Records of Harford County in Plat Book C.G.H. No. 61, page 38, together with such other lots as may now or hereafter be brought within the jurisdiction of The Manors at Amyclae Townhouse Association, Inc. as established by a declaration entitled Declaration of Covenants and Restrictions, Section Four, Amyclae Estates dated March 1, 1989, and recorded in the Land Records of Harford County at Liber C.G.H. No. 1544, page 151.

TOGETHER with the buildings thereon and all rights, alleys, ways, waters, water privileges, appurtenances and advantages thereto belonging or

LIBER 1563 FOLIO 0616

in any way appertaining.

RESERVING to the Grantor the right to dedicate the drainage and utility easements shown on the aforesaid plat to public use.

TO HAVE AND TO HOLD the above-described lot or parcel of land unto The Manors at Amyclae Townhouse Association, Inc., its successors and assigns, forever, in fee simple, to be held as common area in accordance with the provision of the Declaration of Covenants and Restrictions, Section Four dated March 1, 1989, and recorded among the Land Records of Harford County in Liber C.G.H. No. 1544, folio 151.

AND Cindi E. Cohen and Cynthia M. Friedman, trustees under a Deed of Trust dated February 26, 1988 and recorded among the Land Records of Harford County at Liber C.G.H. No. 1457, folio 53 for the benefit of Columbia First Federal Savings and Loan Association, and Elwood V. Stark and Judith C.H. Cline, trustees under a Deed of Trust dated December 29, 1987 and recorded among the Land Records of Harford County at Liber C.G.H. No. 1447, folio 151 for the benefit of Amyclae, Ltd., hereby join in this Deed for the purpose of releasing and discharging the property herein conveyed from the liens, operation and effect of the respective Deeds of Trust. It is expressly understood that the releases of the property from the respective Deeds of Trust shall not effect in any way the liens, operation or effect of the respective Deeds of Trust upon the remainder of the land not released hereby, and the Deeds of Trust shall remain in full force and effect as to the residue of the land not hereby expressly released.

AND the said Grantor hereby covenants that it has not done or suffered to be done any act, matter or thing to encumber the property hereby conveyed which limits the property's use as common area, and it will warrant specially the property hereby granted and conveyed, and it will execute such further assurances as may be requisite.

AS WITNESS the hands and seals of Christos B. Economides, Vice President, KCC-USA Development, Limited, Grantor, and Cindi E. Cohen, Cynthia M. Friedman, Elwood V. Stark and Judith C.H. Cline, Trustees.

ATTEST:

KCC-USA DEVELOPMENT LIMITED

Kay Deitz

By: Christos B. Economides (SEAL)
Christos B. Economides
Vice President

My Commission
Expires July 1, 1990

AGRICULTURAL TRANSFER TAX IN THE
AMOUNT OF \$ None

Received for transfer
State Department of Assessments
& Taxation of Harford County

Chelita 7/17/89

-2- By _____ Date

(Other Charges Due, But Collection
Not Required At This Time.
Water & Sewer Accounting Office
Per: Jen 7-17-89

7/18/89
DEPARTMENT OF TREASURY
BUREAU OF REVENUE COLLECTIONS

LIBER | 563 FOLIO 617

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1563, p. 0617, MSA CE54_1450. Date available 06/22/2005. Printed 11/10/2017.

Laura M. Portes

Cindi E. Cohen (SEAL)
Cindi E. Cohen

Laura M. Portes

Cynthia M. Friedman (SEAL)
Cynthia M. Friedman

Charles L. Perry

Elwood V. Stark (SEAL)
Elwood V. Stark

Charles L. Perry

Judith C.H. Cline (SEAL)
Judith C.H. Cline

TRUSTEES

STATE OF MARYLAND, COUNTY OF HARFORD, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 1989, before me, the subscriber, a Notary Public of the State of Maryland, County of Harford, personally appeared Christos B. Economides, who acknowledged himself to be the Vice President of KCC-USA Development Limited, and that as such Vice President he is authorized to execute the foregoing instrument as the act and deed of said corporation for the purposes contained herein; and he further acknowledged that there is no actual monetary consideration for this Deed and this Deed is not a part of a transaction in which all or substantially all of the assets of the corporation are being conveyed.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires:
July 1, 1990

STATE OF ^{MARYLAND} VIRGINIA, COUNTY OF MONTGOMERY, TO WIT:

I hereby certify that on this 27th day of JUNE, 1989, before me, the subscriber, a Notary Public in and for the State of Virginia, duly commissioned and qualified, personally appeared Cindi E. Cohen and acknowledged that she executed the foregoing Deed and that said partial release is her act and deed.

As witness my hand and Notarial Seal.

Laura M. Porter
Notary Public
LHORA M. PORTER

STATE OF ^{MARYLAND} VIRGINIA, COUNTY OF MONTGOMERY, TO WIT:

I hereby certify that on this 27th day of JUNE, 1989, before me, the subscriber, a Notary Public in and for the State of Virginia, duly commissioned and qualified, personally appeared Cynthia M. Friedman and acknowledged that she executed the foregoing Deed and that said partial release is her act and deed.

As witness my hand and Notarial Seal.

Laura M. Porter
Notary Public
LHORA M. PORTER

My Commission Expires: 7/1/90

STATE OF MARYLAND, COUNTY OF HARFORD, TO WIT:

I hereby certify that on this 6th day of July, 1989, before me, the subscriber, a Notary Public in and for the State of Maryland, duly commissioned and qualified, personally appeared Elwood V. Stark and acknowledged that he executed the foregoing Deed and that said partial release is his act and deed.

As witness my hand and Notarial Seal.

Charlene L. Perry
Notary Public

My Commission Expires: 7-1-90



STATE OF MARYLAND, COUNTY OF HARFORD, TO WIT:

I hereby certify that on this 14th day of July, 1989, before me, the subscriber, a Notary Public in and for the State of Maryland, duly commissioned and qualified, personally appeared Judith C.H. Cline and acknowledged that she executed the foregoing Deed and that said partial release is her act and deed.

As witness my hand and Notarial Seal.

Charlene L. Perry
Notary Public

My Commission Expires: 7-1-90



TEM/110

Return to:
Stark & Keenan
30 office Street
Bel Air

RECORDED & INDEXED
NO. 1563 PUBLIC 676

1989 JUL 20 PM 3:14

-5-

CLERK OF THE COURT
HARFORD COUNTY, MARYLAND

LIBER 1563 FOLIO 0620

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1563, p. 0620, MSA_CE54_1450. Date available 06/22/2005. Printed 11/10/2017.

COLLECTION AGREEMENT
THE MANORS AT AMYCLAE TOWNHOUSE ASSOCIATION, INC.

1. The management company will prepare a collection letter to be sent to all owners who are delinquent in payment of assessments, reminding the owner that payment is overdue.

2. The management company will prepare a collection letter to be sent on the last day of each month to all owners who are delinquent in payment of assessments, reminding and requesting immediate payment, and advising the owner that unless payment is received within 15 days, the matter will be turned over to the attorney and the owner will automatically be responsible for costs of collection, a \$300.00 collection fee and attorney's fees.

3. The management company will forward to the attorney, in writing, a list of all delinquencies.

4. The attorney will send immediately, by certified mail, restricted delivery, a demand letter and Notice of Intention to Create Lien, to all owners who are delinquent. The letter will demand payment, within 15 days, of all past-due assessments, late charges, costs of collection (which include costs incurred by our office for photocopying, postage, messenger service, court costs, etc. . .) and a collection fee of \$300.00. The letter will also advise the owner that, if the attorney is required to handle the account after the letter is sent, then the owner will be responsible for attorneys fees for the time expended by the attorney. In the event the amount claimed is not paid within 15 days, the owner will also be responsible for payment of the all title search fees, judgment searches, information searches, attorneys fees and all other expenses incurred since the date of the letter. The Notice of Intention to Create Lien advises the owner of the intent to record a lien against the property, and of his/her legal right to contest the amount claimed in a show cause complaint filed in the Circuit Court. If the delinquent owner fails to accept the initial demand letter, the attorney will cause the Notice to be:

(a) mailed to the delinquent owner's last known address; and

(b) posted, in a conspicuous manner, on the delinquent owner's property by, in the presence of a competent witness.

5. The Notice of Intention to Create Lien also will advise the delinquent owner that they have 30 days from the date of service of the Notice to file a complaint in the Circuit Court to determine whether probable cause exists for the establishment of the lien. If the owner fails to file a complaint within the 30 day period, a Statement of Association Lien, previously prepared by the attorney, will be sent to the management company at the expiration of the 30 day period, for execution. Notice of Intention to foreclose will also be sent to the holders of all mortgages upon the property. The Statement of Association Lien will claim all assessments, and other charges permitted by law, together with reasonable attorneys' fees.

An attorney's fee of Four Hundred Dollars (\$400.00) plus expenses will be added to the homeowner's account at the time the Statement of Lien is filed. When the lien is returned by

Land Records, a copy of the recorded lien will be mailed to the homeowner and a copy posted in a conspicuous manner on the delinquent owner's property.

6. Payment tendered to the attorney or the management company will not be accepted unless it is by certified check, cashier's check, credit card or money order, payable to McMullen & Drury, P.A. and constitutes payment in full of all amounts claimed in the attorney's letter. The management company will forward all payments it receives to the attorney. Personal checks tendered to the attorney will be accepted and any payments tendered to the Association after the delinquent owner's account has been referred to the attorney, which do not constitute payment in full will:

a. Be returned to the delinquent owner; or

b. Be credited to the Outstanding balance due and will be applied first to the attorney's fees and costs of collection and then to the oldest delinquent assessments. Any such acceptance shall not be construed as a payment for satisfaction of judgments, liens, delinquent assessments, late charges, interest, costs of collection, and attorneys' fees due, and such assessments, late charges, interest, costs, and fees shall continue to accrue, until paid in full.

7. If the owner files a complaint in the Circuit Court to determine whether probable cause exists for the establishment of a lien, the attorney will advise the Board of Directors and the management company of the filing. The attorney will advise the Board and the management company of any hearing date established by the Circuit Court, and take any and all legal action necessary to establish the lien. If a Court hearing is required, a representative of the Association and/or the management company will be requested to testify on behalf of the Association as to the legitimacy of all amounts claimed in the Notice of Intention to Create Lien. The attorney will request the Circuit Court to assess all legal expenses against the owner for all attorneys' fees and costs incurred in establishing the lien.

8. If the Circuit Court determines that probable cause exists for the establishment of the lien, the attorney will prepare the lien in accordance with Paragraph 4 above. If the Circuit Court determines that probable cause does not exist for the establishment of the lien, the attorney will advise the Board of the Court's decision and recommend what further action, if any, should be taken against the owner.

9. If no payment is received from the owner within 30 days after the date of establishment of the lien, the attorney will prepare a Petition to Foreclose on the lien or file a Complaint in the District Court of Maryland and transmit it to the management company for execution and filing in the Circuit Court or District Court. If trial in District Court is necessary, a representative of the Association and/or the management company will be requested to testify on behalf of the Association as to the legitimacy of all amounts claimed. An attorney's fee of Five Hundred Dollars plus expenses will be added to the homeowner's account at the time a Petition for Foreclosure or suit in the District Court is prepared.

10. Full payment will be accepted from the delinquent owner at any time until the auction for the property under foreclosure, and such payment shall include all assessments, late charges,

accrued interest, attorneys' fees, costs of collection, and auction costs incurred. Only payments by certified check, cashier's check, or money order, will be accepted. Personal checks will not be accepted and will be returned to the owner.

11. The attorney will keep a full accounting of all fees and expenses paid by it, and will request the same of the management company.

12. It is the intention of the attorney that the least cumbersome, most effective method of collection, will be used at all times. The attorney will advance all expenses

13. If in order to facilitate the collection of delinquent assessments, the management company will advise the attorney of any and all information pertaining to the owner, including place of employment and bank account information, if known. This information is requested in order to provide the attorney with the alternative of filing suit in the District Court of Maryland to obtain judgment as opposed to instituting foreclosure.


14. Should the Board of Directors agree to any payment arrangement with the owner, the attorney will cease activity on the collection matter at the time the payment agreement is accepted by the owner and a copy of the plan is received by the attorney, but will not close the matter until the payment arrangement is completed. If the attorney administers the payments under a payment agreement, the owner will be responsible for an attorney fee of \$25.00 per installment. No one may enter into a payment agreement unless the Board of Directors provides written authority to do so.

15. This procedure will be reviewed at least annually by the Board of Directors of the Association in consultation with the attorney and the management company, to assure that the procedure is effective.

ADOPTED this 17th day of October,

2011 by the Board of Directors of **The Manors at Amyclae Townhouse Association, Inc.**


Richard W. Drury
MCMULLEN & DRURY, P.A.


President

Secretary
The Manors at Amyclae
Townhouse Association, Inc.