Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

MARYLAND RESALE DISCLOSURE CERTIFICATE

For properties in a Homeowners Association

Association: Woodbridge Center Homeowners Association, Inc.

Subject property: CONDO - 1305 Cedar Crest Court, Unit K, Edgewood, MD 21040

Date of certificate completion, all information is accurate as of this date: 04/15/2025

Owner or Seller's current balance: $*Please contact McMullen & Drury, P.A. (410)337-8702

Account in collections: _X_ Yes ___ No

The regular assessment amount: $90.00 paid: Quarterly due on: Jan 1, Apr 1, Jul 1, Oct 1

Late penalty for regular assessment: $10.00 after 30 days

N/a: $N/a paid: N/a due on: N/a

N/a: $N/a paid: N/a due on: N/a

N/a: $N/a paid: N/a due on: N/a

Included in regular assessment: **Water:** ___ Yes _X_ No **Sewer:** ___ Yes _X_ No **Trash:** ___ Yes _X_ No

In Process

Capital contribution: $N/a Payable to: N/a

Reserve contribution: $N/a Payable to: N/a

Owner transfer fee: $200.00 Payable to: InfoHOA

N/a: $N/a paid: N/a due on: N/a

MD Real Prop Code § 11B-106(b):

(1) This property is located in the above Association and is subject to the governing documents.

(2) Please see above.

(3) The name, address, and telephone number of the management agent of the homeowners association, or other officer or agent authorized by the homeowners association to provide to members of the public, information regarding the homeowners association and the development, or a statement that no agent or officer is presently so authorized by the homeowners association:

HPS Management of Maryland, LLC.
424 N. Union Avenue, Havre de Grace, MD 21078
(410)939-1500

(4)(i) The existence of any unsatisfied judgments or pending lawsuits against the homeowners association:

There are no known current or pending lawsuits against the homeowners association.

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Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

(4)(ii) Any pending claims, covenant violations actions, or notices of default against the lot:

Any violations are noted by the subordinate association.

(5) A copy of: **(i)** The articles of incorporation, the declaration, and all recorded covenants and restrictions of the primary development, and of other related developments to the extent reasonably available, to which the purchaser shall become obligated on becoming an owner of the lot, including a statement that these obligations are enforceable against an owner's tenants, if applicable; and **(ii)** The bylaws and rules of the primary development, and of other related developments to the extent reasonably available, to which the purchaser shall become obligated on becoming an owner of the lot, including a statement that these obligations are enforceable against an owner and the owner's tenants, if applicable.

Other Information:

Association maintains a Balance Sheet: _X_ Yes, see attached ___ No

Association maintains an Income/ Expense Statement: _X_ Yes, see attached ___ No

Association maintains a current operating budget: _X_ Yes, see attached ___ No

Association maintains a reserve fund with the balance reflected on the Balance Sheet: _X_ Yes, see attached ___ No

Association has a reserve study or report: _X_ Yes, see attached ___ No

In Process

Association has a replacement fund or replacement plan for funds used from a reserve fund:

_X_ Yes, funds have been withdrawn from a reserve fund and a plan or fund exist to replace the funds withdrawn.

___ No, the Association has a reserve fund that funds have been withdrawn from and a plan or fund does not exist to replace the withdrawn funds.

___ No, the Association has a reserve fund and no funds have been withdrawn.

___ No, the Association does not have any funds specifically designated as reserve funds.

Additional information, if any:

1). Condition of Infrastructure - The Board of Directors is aware of parking lot and storm water drainage lines that are in need of repair. A study completed by Frederick Ward Associates on December 3, 2013 is included in this resale package. In 2015, the Board of Directors initiated an effort to pass a special assessment specifically to repair townhouse parking lots and storm water drain lines. The special assessment failed to achieve the majority association owner votes. If you have any additional questions or concerns regarding this disclosure, please feel free to contact us at Admin@InfoHOA.com.

2.) Included in this resale package is a letter from the Department of Public Works Bureau of Stormwater Management regarding repairs to the stormwater management detention area at the intersection of Woodbridge Station Way and Woodbridge Center Way. The work is anticipated to start fall of 2023 and lasting approximately 6 months. During that time there may be some noise due to the construction. If you have any questions, please email Admin@InfoHOA.com.

THIS CERTIFICATE IS NOT VALID UNLESS SIGNED BY THE MANAGER AND REQUESTER.

I certify the above info[illegible] is true to the best of my knowledge.

Managing Agent: Signed by: Martin Cifone C327B0148C1D400... _____ Date: 4/15/2025

Agent Name: Martin Cifone _____ Prepared By: Rachel Holland

I certify I have received a copy of this certificate.

Requester Signature: Signed by: 6F7FA863D277417... _____ Date: 4/15/2025

Requester Name: Brandon Nathaniel Williams _____ File Closed By: _____

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Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

ATTENTION TITLE COMPANIES & CLOSING ATTORNEYS:

Please submit ALL closing documents and checks electronically in PDF format by:

Email: Express@InfoHOA.com

OR

Secure Upload: InfoHOAdocs.com/collections/express-title

*If submitting electronically, we do **NOT** need the paper copy of the check(s). A clear PDF or Image will work for electronic deposit.*

In Process

We can deposit the checks with just the image.

.***Account credits must be collected at closing or else the credit will automatically be moved to the buyer's account and we will NOT issue a refund for the credit.***

****Please be sure to cancel all recurring payments before settlement.***

If submitting electronically is not an option, please mail all closing documents and checks to:

InfoHOA
Settlement Processing
424 N. Union Ave
Havre de Grace, MD 21078

Please do NOT mail closing documents to any other address

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Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

ROBERT G. CASSILLY
Harford County Executive

ROBERT S. McCORD
Director of Administration

JOSEPH J. SIEMEK, P.E.
Director of Public Works

DEPARTMENT OF PUBLIC WORKS
BUREAU OF STORMWATER MANAGEMENT

March 17, 2023

Woodbridge Center Homeowners Association, Inc.
P.O. Box 1056
Havre de Grace, MD 21078

Re: Woodbridge Center Way Stormwater Management Detention Area Repair

Dear Property Owner:

The Department of Public Works intends to repair the stormwater management detention area at the intersection of Woodbridge Station Way and Woodbridge Center Way. The project area is directly adjacent to your property. The work requires obtaining a joint permit from the Maryland Department of the Environment (MDE). The permit requires that we provide notice to the adjacent property owners. This letter is your notice and requires no action on your part.

For your information in the fall of 2021, the metal pipe and riser structure failed due to heavy storms, which washed away the fill along the roadway embankment. In the interim, the Department took safety measures to have a temporary pipe and headwall installed to maintain the roadway and stream channel stability.

The intended repair work is anticipated to begin in the fall of 2023 with a construction duration lasting approximately six (6) months. The repairs include grading the pool area of the stormwater management facility to create storage, removing the temporary pipe and headwall, installing a new 72" concrete pipe, installing a concrete riser structure, repair the inlet and sidewalk. For your ready reference, I have enclosed a stormwater management repair plan sheet detailing the improvements.

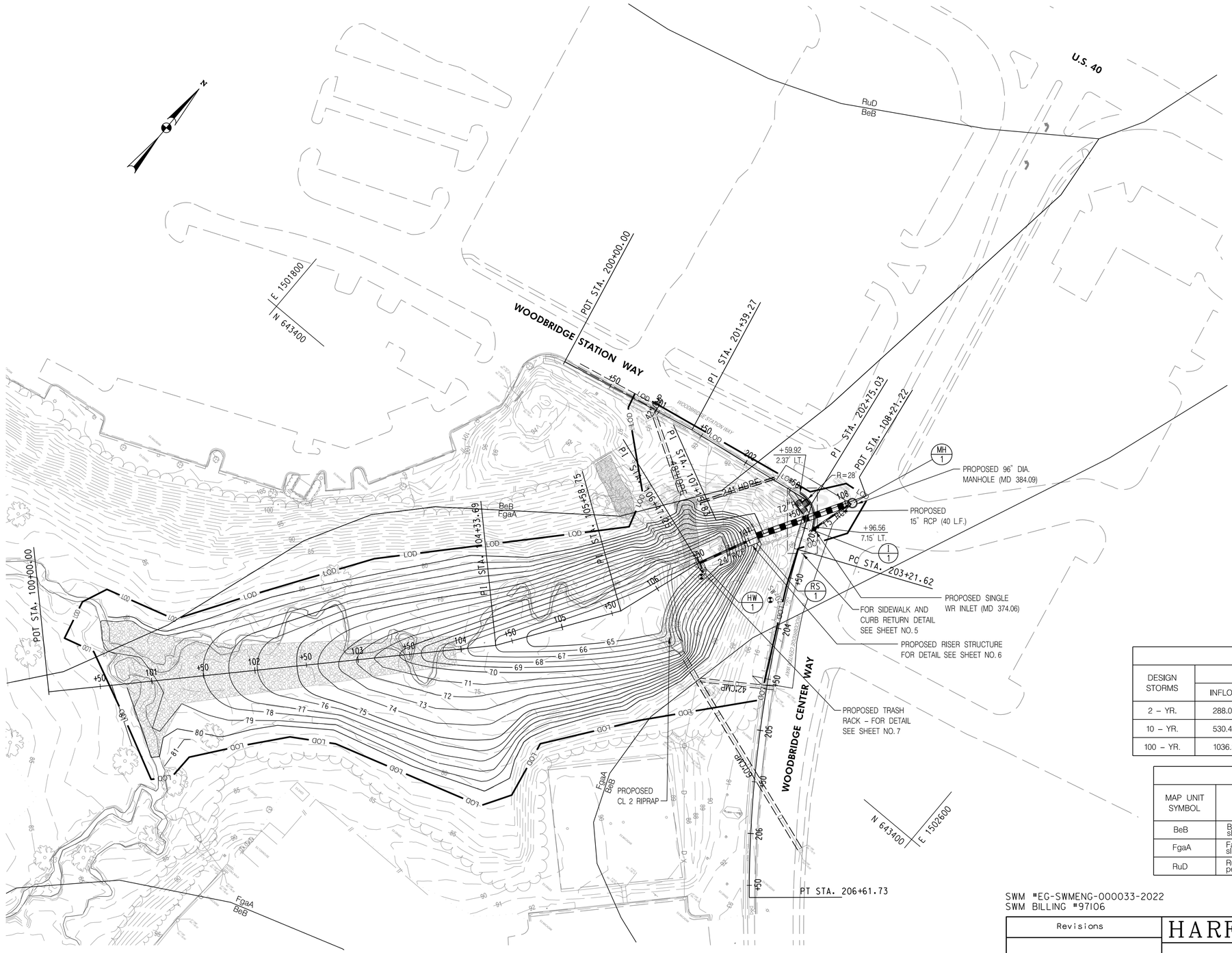
We appreciate your support for this project. Should you have any questions or concerns, please call me at (410) 638-3509, ext. 1363 or via e-mail at reanderson@harfordcountymd.gov.

Sincerely,

Robert E. Anderson, P.E.
Senior Stormwater Engineer

REA/eys
Enclosure: (1)
cc: J. Siemek, P.E., Director of Public Works
S. Walsh, P.E., Deputy Director of Public Works

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2



LEGEND

- EXISTING CONTOUR
- EXISTING STORM DRAIN
- EXISTING FENCE
- EXISTING DRAINAGE STRUCTURES
- EXISTING TREE
- STREAM BOUNDARY
- SOIL BOUNDARY (BeB / FgaA)
- PROPOSED CONTOUR
- PROPOSED STORM DRAIN
- LIMIT OF DISTURBANCE (LOD)

ADC MAP :

TAX MAP :

TYPE A CONCRETE CURB		
LOCATION	QTY (LF)	REMARKS
STA. 202+61 TO STA. 202+87, RT.	34	–

TYPE A COMBINATION CONCRETE CURB & GUTTER 12 INCH GUTTER PAN, 8 INCH DEPTH		
LOCATION	QTY (LF)	REMARKS
STA. 202+60 TO STA. 202+97, LT.	38	–

5 INCH CONCRETE SIDEWALK		
LOCATION	QTY (SF)	REMARKS
STA. 202+51 TO STA. 203+22, RT.	335	–

DETECTABLE WARNING SURFACE FOR CURB RAMPS		
LOCATION	QTY (SF)	REMARKS
STA. 202+70, RT.	9	–

STORMWATER MANAGEMENT TABLE

DESIGN STORMS	EXISTING CONDITIONS			PROPOSED CONDITIONS		
	INFLOW	OUTFLOW	WSEL	INFLOW	OUTFLOW	WSEL
2 – YR.	288.06	58.24	80.02	300.34	54.4	78.93
10 – YR.	530.48	94.20	83.73	544.08	89.43	83.37
100 – YR.	1036.2	175.13	88.42	1049.21	164.95	88.37

SOIL DATA TABLE

MAP UNIT SYMBOL	MAP UNIT NAME & DESCRIPTION	HYDROLOGIC SOIL GROUP	DRAINAGE CLASS	K FACTOR
BeB	Beltsville silt loam, 2 to 5 percent slopes	C	MODERATELY WELL DRAINED	0.37
FgaA	Fallsington loams, 0 to 2 percent slopes, Northern Coastal Plain	D	POORLY DRAINED	NA
RuD	Russett fine sandy loam, 5 to 15 percent slopes	C	MODERATELY WELL DRAINED	0.32

SWM #EG-SWMENG-000033-2022
SWM BILLING #97106

HCG BILLING ID No.:

HCG DWG ID No.:

WHITNEY BAILEY COX & MAGNANI, LLC
300 East Joppa Road Suite 200
Baltimore, MD 21286
410.512.4500 www.wbcm.com
WBCM
Designing Infrastructure for Tomorrow ®

Revisions

HARFORD COUNTY, MARYLAND

WOODBRIDGE CENTER WAY
STORMWATER MANAGEMENT REPAIR
STORMWATER MANAGEMENT PLAN

Drawn By : AKR
Designed By : KG
Reviewed By : SMU

Contract No :
Scale :
Sheet 3 Of 18
Date : SEPTEMBER 2022

SCALE: 1 Inch

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

RESALE DISCLOSURE NOTICE

Association: Woodbridge Center Homeowners Association, Inc.

Subject Property: CONDO - 1305 Cedar Crest Court, Unit K, Edgewood, MD 21040

Attached is a copy of Woodbridge Center Homeowners Association, Inc. failed Storm Water Management Inspection Report, the Board of Directors are in the process of resolving this issue. Please direct any questions or inquiries to Harford County Government at (410) 638-3563 / 3127 / 3128.

In Process

THIS CERTIFICATE IS NOT VALID UNLESS SIGNED BY THE MANAGING AGENT AND REQUESTER.

I certify I have complet[illegible]mation and that it is true to the best of my knowledge.

Managing Agent: Signed by: Martin Cifone C327B0148C1D400... Date: 4/15/2025

Agent Name: Martin Cifone Prepared By: Rachel Holland

I certify I have receive[illegible] certificate.

Requester Signature: Signed by: 6F7FA863D277417... Date: 4/15/2025

Requester Name: Brandon Nathaniel Williams File Closed By: _____

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Harford County Government
DEPARTMENT OF PUBLIC WORKS
STORM WATER MANAGEMENT REPORT
212 SOUTH BOND STREET BEL AIR, MARYLAND 21014
PHONE: 410-638-3563/3127/3128 FAX: 410-638-4815

Purpose: Maintenance
SWM:
Billing Number:
TaxID: 01199439

STORM WATER MANAGEMENT INSPECTION REPORT

Overall Rating: Fail
Code: FAILED MAINTENANCE AGREEMENT UNDER HARFORD COUNTY CODE CHAPTER 214-44 SEC A-D

The Harford County Bureau of Stormwater Management is committed to keeping its excellence in providing the best available maintenance information for your stormwater facility. Brochures have been created for various types of stormwater management facilities to provide basic and seasonal information, as well as reminders of what not to do within your facility.
Please visit https://www.harfordcountymd.gov/946/Brochures\

Facility Type: Extended Detention Structure, Wet
BMPID: SWM1124636

Site Location: Dogwell Dell Court
Description: Woodbridge Center Ph 3 SWM Retrofit

Project Name: Woodbridge SWM Retrofit Contract No.12-002
Project Number: 99856
Site Address: OFF DOGWOOD DELL

Owner Name: Woodbridge Center Homeowners Association Inc
Owner Address: 424 N Union Ave, Havre de Grace, MD 21078

Management Company:
Address:

In Process

General Comments: Cut down all overgrown vegetation.

It is requested that the described actions be performed within 30 Days of this notification to bring this facility into compliance with Harford County's Storm Water Management Regulations. Please contact our office at 410-638-3545, ext. 2440, or email debutler@harfordcountymd.gov or eimbierowicz@harfordcountymd.gov if there are any questions and to schedule a reinspection once the work has been completed.

Overview Photo of Practice:

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Inspection Parameter	*Description*	*Corrective Action/s*
Significant Failure: Unable	Unable to Inspect.	Facility is too overgrown to preform inspection
Photo:		

Inspection Date: February 14, 2024 Reinspection Date: 03/15/2024 Mailed:

Last Storm Event: February 13, 2024

Inspected: Emma Imbierowicz

In Process

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Harford County Government
DEPARTMENT OF PUBLIC WORKS
STORM WATER MANAGEMENT REPORT
212 SOUTH BOND STREET BEL AIR, MARYLAND 21014
PHONE: 410-638-3563/3127/3128 FAX: 410-638-4815

Purpose: Maintenance
SWM: SWM-1199856001
Billing Number: 99856
TaxID: 01199439

STORM WATER MANAGEMENT INSPECTION REPORT

Overall Rating: Fail
Code: FAILED MAINTENANCE AGREEMENT UNDER HARFORD COUNTY CODE CHAPTER 214-44 SEC A-D

The Harford County Bureau of Stormwater Management is committed to keeping its excellence in providing the best available maintenance information for your stormwater facility. Brochures have been created for various types of stormwater management facilities to provide basic and seasonal information, as well as reminders of what not to do within your facility.
Please visit https://www.harfordcountymd.gov/946/Brochures\

Facility Type: Extended Detention Structure, Wet
BMPID: SWM1124636

Project Name: Woodbridge SWM Retrofit Contract No.12-002
Project Number: 99856
Site Address: OFF DOGWOOD DELL

Site Location: OFF DOGWOOD DELL
Description: Woodbridge SWM Retrofit Contract No.12-002

Owner Name: Woodbridge Center Homeowners Association Inc.
Owner Address: 424 N. Union Avenue, Havre De Grace, MD 21078

Management Company: Harford Property Services
Address: 424 N. Union Avenue, Havre De Grace, MD 21078

In Process

General Comments: Continue to work on restoring the facility as per plan specifications.

It is requested that the described actions be performed within 30 Days of this notification to bring this facility into compliance with Harford County's Storm Water Management Regulations. Please contact our office at 410-638-3545, ext. 2440, or email debutler@harfordcountymd.gov or cmarvel@harfordcountymd.gov if there are any questions and to schedule a reinspection once the work has been completed.

Overview Photo of Practice:

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Inspection Parameter	*Description*	*Corrective Action/s*
Significant Failure: Riser	Significant failure observed in the riser.	Repair the orifice plate in the riser structure.
Photo:		

Inspection Date: March 19, 2024 Reinspection Date: 04/18/2024 Mailed: Yes

Last Storm Event: March 10, 2024

Inspected: Chip Marvel

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Harford County Government
DEPARTMENT OF PUBLIC WORKS
STORM WATER MANAGEMENT REPORT
212 SOUTH BOND STREET BEL AIR, MARYLAND 21014
PHONE: 410-638-3563/3127/3128 FAX: 410-638-4815

Purpose: Maintenance
SWM:
Billing Number:
TaxID: 01199439

STORM WATER MANAGEMENT INSPECTION REPORT

Overall Rating: Fail
Code: FAILED MAINTENANCE AGREEMENT UNDER HARFORD COUNTY CODE CHAPTER 214-44 SEC A-D

The Harford County Bureau of Stormwater Management is committed to keeping its excellence in providing the best available maintenance information for your stormwater facility. Brochures have been created for various types of stormwater management facilities to provide basic and seasonal information, as well as reminders of what not to do within your facility.
Please visit https://www.harfordcountymd.gov/946/Brochures\

Facility Type: Extended Detention Structure, Wet
BMPID: SWM1124636

Project Name: Woodbridge SWM Retrofit Contract No.12-002
Project Number: 99856
Site Address: OFF Hanson Road & Route 152

Site Location: Off Route 152
Description: Woodbridge SWM retrofit contract No: 12-002

Owner Name: Woodbridge Center Homeowners Association Inc.
Owner Address: 4240N. Union Avenue, Harve De Grace, MD 21078

Management Company: Harford Property Services
Address: 424 N. Union Avenue, Harve De Grace, MD 21078

In Process

General Comments: Facility is overgrown with vegetation. Restore facility as per plans.

It is requested that the described actions be performed within 30 Days of this notification to bring this facility into compliance with Harford County's Storm Water Management Regulations. Please contact our office at 410-638-3545, ext. 2440, or email debutler@harfordcountymd.gov or debutler@harfordcountymd.gov if there are any questions and to schedule a reinspection once the work has been completed.

Overview Photo of Practice:

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Inspection Parameter	*Description*	*Corrective Action/s*
Significant Failure: Unable	Unable to Inspect.	Restore facility as per plans.
Photo:		

In Process

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Inspection Parameter	Description	Corrective Action/s

In Process

Inspection Date: April 19, 2024 Reinspection Date: 05/19/2024 Mailed:Yes

Last Storm Event: April 17, 2024

Inspected: Bob Vickers

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

In Process

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Harford County Government
DEPARTMENT OF PUBLIC WORKS
STORM WATER MANAGEMENT REPORT
212 SOUTH BOND STREET BEL AIR, MARYLAND 21014
PHONE: 410-638-3563/3127/3128 FAX: 410-638-4815

Purpose: Maintenance
SWM: SWML-020101-2016
Billing Number:
TaxID: 01184199

STORM WATER MANAGEMENT INSPECTION REPORT

Overall Rating: Fail
Code: FAILED MAINTENANCE AGREEMENT UNDER HARFORD COUNTY CODE CHAPTER 214-44 SEC A-D

The Harford County Bureau of Stormwater Management is committed to keeping its excellence in providing the best available maintenance information for your stormwater facility. Brochures have been created for various types of stormwater management facilities to provide basic and seasonal information, as well as reminders of what not to do within your facility.
Please visit https://www.harfordcountymd.gov/946/Brochures\

Facility Type: Extended Detention Structure, Dry
BMPID:

Site Location: Clover Valley Ct, Edgewood, MD 21040-0000
Description: Woodbridge Center Ph1

Project Name: Woodbridge Center Ph1
Project Number:
Site Address: Clover Valley Ct, Edgewood, MD 21040-0000

Owner Name: Woodbridge Center Homeowners Association, Inc.
Owner Address: 424 N Union Ave, Havre De Grace, MD 21078

In Process

General Comments: Restore the facility as per plan specifications.

It is requested that the described actions be performed within 30 Days of this notification to bring this facility into compliance with Harford County's Storm Water Management Regulations. Please contact our office at 410-638-3545, ext. 2440, or email debutler@harfordcountymd.gov or cmarvel@harfordcountymd.gov if there are any questions and to schedule a reinspection once the work has been completed.

Overview Photo of Practice:

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Inspection Parameter	*Description*	*Corrective Action/s*
Significant Failure: Unable	Unable to Inspect.	Cut overgrown vegetation from the facility. Remove the cattails and roots. Restore facility as per plan specifications.
Photo:		

Inspection Date: May 8, 2024 Reinspection Date: 06/07/2024 Mailed: Yes

Last Storm Event: May 8, 2024

Inspected: Chip Marvel

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Harford County Government
DEPARTMENT OF PUBLIC WORKS
STORM WATER MANAGEMENT REPORT
212 SOUTH BOND STREET BEL AIR, MARYLAND 21014
PHONE: 410-638-3563/3127/3128 FAX: 410-638-4815

Purpose: Maintenance
SWM: SWM1124636
Billing Number:
TaxID: 01199439

STORM WATER MANAGEMENT INSPECTION REPORT

Overall Rating: Fail

Code: FAILED MAINTENANCE AGREEMENT UNDER HARFORD COUNTY CODE CHAPTER 214-44 SEC A-D FAILED MAINTENANCE AGREEMENT UNDER HARFORD COUNTY CODE CHAPTER 214-44 SEC A-D

The Harford County Bureau of Stormwater Management is committed to keeping its excellence in providing the best available maintenance information for your stormwater facility. Brochures have been created for various types of stormwater management facilities to provide basic and seasonal information, as well as reminders of what not to do within your facility.
Please visit https://www.harfordcountymd.gov/946/Brochures\

Facility Type: Extended Detention Structure, Wet
BMPID: SWM1124636

Project Name: Woodbridge SWM Retrofit Contract No.12-002
Project Number: 99856
Site Address: OFF DOGWOOD DELL

Site Location: OFF DOGWOOD DELL
Description: Woodbridge SWM Retrofit Contract No.12-002

Owner Name: Woodbridge Center Homeowners Association Inc.
Owner Address: 424 N. Union Avenue, Havre De Grace, MD 21078

Management Company: Harford Property Services
Address: 424 N. Union Avenue, Havre De Grace, MD 21078

In Process

General Comments: Facility is overgrown with invasive Cattails and Phragmites throughout. Upstream slopes need mowed.

It is requested that the described actions be performed within 30 Days of this notification to bring this facility into compliance with Harford County's Storm Water Management Regulations. Please contact our office at 410-638-3545, ext. 2440, or email debutler@harfordcountymd.gov or debutler@harfordcountymd.gov if there are any questions and to schedule a reinspection once the work has been completed.

Overview Photo of Practice:

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Inspection Parameter	*Description*	*Corrective Action/s*
Significant Failure: Unable	Unable to Inspect.	Maintenance is required- Facility needs immediate attention. Remove overgrowth vegetation from storage area.
Photo:		

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Inspection Parameter	Description	Corrective Action/s

In Process

Inspection Date: May 28, 2024 Reinspection Date: 06/21/2024 Mailed: Yes

Last Storm Event: May 14, 2024

Inspected: David Butler

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Harford County Government
DEPARTMENT OF PUBLIC WORKS
STORM WATER MANAGEMENT REPORT
212 SOUTH BOND STREET BEL AIR, MARYLAND 21014
PHONE: 410-638-3563/3127/3128 FAX: 410-638-4815

Purpose: Maintenance
SWM:
Billing Number:
TaxID: 01184199

STORM WATER MANAGEMENT INSPECTION REPORT

Overall Rating: Fail
Code: FAILED MAINTENANCE AGREEMENT UNDER HARFORD COUNTY CODE CHAPTER 214-44 SEC A-D

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Please visit https://www.harfordcountymd.gov/946/Brochures\

Facility Type: Extended Detention Structure, Dry
BMPID:

Project Name: Woodbridge Center Phase 1
Project Number:
Site Address: CLOVER VALLEY CT

Site Location: Clover Valley Court
Description: Woodbridge Center Ph 1

Owner Name: Woodbridge Center Homeowners Association Inc
Owner Address:

Management Company: Harford Property Services
Address: 424 N Union Ave, Havre de Grace, MD 21078

In Process

General Comments: Facility is overgrown. Vegetation needs to be mowed and cattails and their root system removed from pilot channels. Remove debris from riser and low flow. Restore riprap stone throughout facility as needed.

It is requested that the described actions be performed within 30 Days of this notification to bring this facility into compliance with Harford County's Storm Water Management Regulations. Please contact our office at 410-638-3545, ext. 2440, or email debutler@harfordcountymd.gov or eimbierowicz@harfordcountymd.gov if there are any questions and to schedule a reinspection once the work has been completed.

Overview Photo of Practice:

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Parameter		Corrective Action/s
Significant Failure: Unable	Unable to Inspect.	Facility overgrowth needs to be cut down and debris removed from riser and lowflow
Photo:		

Inspection Date: June 5, 2024 Reinspection Date: 07/05/2024 Mailed:

Last Storm Event: May 29, 2024

Inspected: Emma Imbierowicz

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Harford County Government

DEPARTMENT OF PUBLIC WORKS
STORM WATER MANAGEMENT REPORT
212 SOUTH BOND STREET BEL AIR, MARYLAND 21014
PHONE: 410-638-3563/3127/3128 FAX: 410-638-4815

Purpose: Maintenance
SWM:
Billing Number:
TaxID: 01199439

STORM WATER MANAGEMENT INSPECTION REPORT

Overall Rating: Fail

Code: FAILED MAINTENANCE AGREEMENT UNDER HARFORD COUNTY CODE CHAPTER 214-44 SEC A-D

The Harford County Bureau of Stormwater Management is committed to keeping its excellence in providing the best available maintenance information for your stormwater facility. Brochures have been created for various types of stormwater management facilities to provide basic and seasonal information, as well as reminders of what not to do within your facility.
Please visit https://www.harfordcountymd.gov/946/Brochures\

Facility Type: Extended Detention Structure, Wet
BMPID: SWM1124636

Site Location: Off Dogwood Dell
Description: Woodbridge Center Ph 3 SWM Retrofit

Project Name: Woodbridge SWM Retrofit Contract No.12-002
Project Number: 99856
Site Address: OFF DOGWOOD DELL

Owner Name: Woodbridge Center Homeowners Association Inc
Owner Address:

Management Company: Harford Property Services
Address: 424 N Union Avenue, Havre de Grace, MD 21078

In Process

General Comments: Facility is overgrown with invasive cattails, phragmites, and their root system. Upstream slopes need mowed.

It is requested that the described actions be performed within 30 Days of this notification to bring this facility into compliance with Harford County's Storm Water Management Regulations. Please contact our office at 410-638-3545, ext. 2440, or email debutler@harfordcountymd.gov or eimbierowicz@harfordcountymd.gov if there are any questions and to schedule a reinspection once the work has been completed.

Overview Photo of Practice:

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Inspection Parameter	*Description*	*Corrective Action/s*
Significant Failure: Unable	Unable to Inspect.	Facility is overgrown and unable to inspect
Photo:		

Inspection Date: June 26, 2024 Reinspection Date: 07/26/2024 Mailed:

Last Storm Event: June 14, 2024

Inspected: Emma Imbierowicz

In Process

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Harford County Government

DEPARTMENT OF PUBLIC WORKS
STORM WATER MANAGEMENT REPORT
212 SOUTH BOND STREET BEL AIR, MARYLAND 21014
PHONE: 410-638-3563/3127/3128 FAX: 410-638-4815

Purpose: Maintenance
SWM:
Billing Number:
TaxID: 01184199

STORM WATER MANAGEMENT INSPECTION REPORT

Overall Rating: Fail
Code: FAILED MAINTENANCE AGREEMENT UNDER HARFORD COUNTY CODE CHAPTER 214-44 SEC A-D

The Harford County Bureau of Stormwater Management is committed to keeping its excellence in providing the best available maintenance information for your stormwater facility. Brochures have been created for various types of stormwater management facilities to provide basic and seasonal information, as well as reminders of what not to do within your facility.
Please visit https://www.harfordcountymd.gov/946/Brochures\

Facility Type: Extended Detention Structure, Dry
BMPID:

Project Name: Woodbridge Center Ph 1
Project Number:
Site Address: CLOVER VALLEY CT

Site Location: Clover Valley Ct
Description: Woodbridge Center Ph 1

Owner Name: Woodbridge Center Homeowners Association Inc
Owner Address:

Management Company: Harford Property Services
Address: 424 N Union Ave, Havre de Grace, MD 21078

In Process

General Comments: Facility is overgrown. Vegetation needs to be mowed and cattails and their root system removed from pilot channels. Remove debris from riser and low flow pipe. Restore riprap stone throughout facility as needed.

It is requested that the described actions be performed within 30 Days of this notification to bring this facility into compliance with Harford County's Storm Water Management Regulations. Please contact our office at 410-638-3545, ext. 2440, or email debutler@harfordcountymd.gov or eimbierowicz@harfordcountymd.gov if there are any questions and to schedule a reinspection once the work has been completed.

Overview Photo of Practice:

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Inspection Parameter	*Description*	*Corrective Action/s*
Significant Failure: Unable	Unable to Inspect.	Facility overgrowth needs to be cut down and debris removed from riser and low flow pipe.
Photo:		

Inspection Date: July 1, 2024 Reinspection Date: 07/31/2024 Mailed:

Last Storm Event: June 30, 2024

Inspected: Emma Imbierowicz

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Harford County Government

DEPARTMENT OF PUBLIC WORKS
STORM WATER MANAGEMENT REPORT
212 SOUTH BOND STREET BEL AIR, MARYLAND 21014
PHONE: 410-638-3563/3127/3128 FAX: 410-638-4815

Purpose: Maintenance
SWM:
Billing Number:
TaxID: 01199439

STORM WATER MANAGEMENT INSPECTION REPORT

Overall Rating: Fail

Code: FAILED MAINTENANCE AGREEMENT UNDER HARFORD COUNTY CODE CHAPTER 214-44 SEC A-D

The Harford County Bureau of Stormwater Management is committed to keeping its excellence in providing the best available maintenance information for your stormwater facility. Brochures have been created for various types of stormwater management facilities to provide basic and seasonal information, as well as reminders of what not to do within your facility.
Please visit https://www.harfordcountymd.gov/946/Brochures\

Facility Type: Extended Detention Structure, Wet
BMPID: SWM1124636

Site Location: Off Dogwood Dell
Description: Woodbridge Center Ph 3 SWM Retrofit

Project Name: Woodbridge SWM Retrofit Contract No.12-002
Project Number: 99856
Site Address: OFF DOGWOOD DELL

Owner Name: Woodbridge Center Homeowners Association Inc
Owner Address:

Management Company: Harford Property Services
Address: 424 N Union Avenue, Havre de Grace, MD 21078

In Process

General Comments: Facility is overgrown with invasive cattails, phragmites, and their root system. Upstream slopes need mowed.

It is requested that the described actions be performed within 30 Days of this notification to bring this facility into compliance with Harford County's Storm Water Management Regulations. Please contact our office at 410-638-3545, ext. 2440, or email debutler@harfordcountymd.gov or eimbierowicz@harfordcountymd.gov if there are any questions and to schedule a reinspection once the work has been completed.

Overview Photo of Practice:

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Inspection Parameter	*Description*	*Corrective Action/s*
Significant Failure: Unable	Unable to Inspect.	Facility is overgrown and unable to inspect
Photo:		

Inspection Date: July 26, 2024 Reinspection Date: 08/25/2024 Mailed:

Last Storm Event: July 24, 2024

Inspected: Emma Imbierowicz

In Process

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Harford County Government
DEPARTMENT OF PUBLIC WORKS
STORM WATER MANAGEMENT REPORT
212 SOUTH BOND STREET BEL AIR, MARYLAND 21014
PHONE: 410-638-3563/3127/3128 FAX: 410-638-4815

Purpose: Maintenance
SWM: SWML-020101-2016
Billing Number:
TaxID: 01184199

STORM WATER MANAGEMENT INSPECTION REPORT

Overall Rating: Fail
Code: FAILED MAINTENANCE AGREEMENT UNDER HARFORD COUNTY CODE CHAPTER 214-44 SEC A-D

The Harford County Bureau of Stormwater Management is committed to keeping its excellence in providing the best available maintenance information for your stormwater facility. Brochures have been created for various types of stormwater management facilities to provide basic and seasonal information, as well as reminders of what not to do within your facility.
Please visit https://www.harfordcountymd.gov/946/Brochures\

Facility Type: Extended Detention Structure, Dry
BMPID:

Site Location: Clover Valley Court
Description: Woodbridge Center Phase I

Project Name: Woodbridge Center Phase I
Project Number:
Site Address: Clover Valley Court

Owner Name: Woodbridge Center Homeowners Association Inc
Owner Address: 424 N Union Ave, Havre De Grace, MD 21078

Management Company: Harford Property Services
Address: 424 N Union Ave, Havre De Grace, MD 21078

In Process

General Comments: Mow the overgrown vegetation throughout the facility. Remove the phragmites, cattails, and their roots. Remove vegetation from the riprap stone areas. Restore the pilot channel. Remove the debris and vegetation from the riser structure.

It is requested that the described actions be performed within 30 Days of this notification to bring this facility into compliance with Harford County's Storm Water Management Regulations. Please contact our office at 410-638-3545, ext. 2440, or email debutler@harfordcountymd.gov or cmarvel@harfordcountymd.gov if there are any questions and to schedule a reinspection once the work has been completed.

Overview Photo of Practice:

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Inspection Parameter	*Description*	*Corrective Action/s*
Significant Failure: Unable	Unable to Inspect.	Cut and remove overgrown vegetation throughout the facility. Remove the debris from riser and lowflow.
Photo:		

Inspection Date: July 31, 2024 Reinspection Date: 08/30/2024 Mailed: Yes

Last Storm Event: July 29, 2024

Inspected: Chip Marvel

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

ROBERT G. CASSILLY
County Executive

ROBERT S. MCCORD
Director of Administration

JOSEPH J. SIEMEK, P.E.
Director of Public Works

DEPARTMENT OF PUBLIC WORKS
BUREAU OF STORMWATER MANAGEMENT

Stormwater Maintenance Inspection Failure Notice

Woodbridge Center Homeowners Association Inc

Dear Owners:

The Department of Public Works Bureau of Stormwater Management conducted a triennial stormwater maintenance inspection on August 23, 2024 to ensure the stormwater management facility in your community comply with the Harford County Code.

In Process

The inspection process involved review of vegetation, fences, spillways, inlet and outlet channels, underground drainage, sediment and debris accumulation in storage and forebay areas, and other conditions. Notifications are provided to the property owner/s for deficiencies discovered from an inspection of the stormwater management facility.

The stormwater facility at Dogwood Dell failed the County's triennial stormwater maintenance inspection; please refer to the attached inspection report for items listed for repairs requiring immediate attention.

As property owner/s of the stormwater management facility, it is your responsibility to conduct an inspection at least twice a year and perform the required maintenance. The property owner/s shall correct the deficiencies within 30 days. Please contact us if more time is needed. Upon completion we will then conduct a subsequent inspection(s).

If you have any questions, please do not hesitate to contact me at (410) 638-3509, Ext. 2440 or via email at debulter@harfordcountymd.gov.

Sincerely,

David E. Butler
Chief Stormwater Inspector

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Harford County Government
DEPARTMENT OF PUBLIC WORKS
STORM WATER MANAGEMENT REPORT
212 SOUTH BOND STREET BEL AIR, MARYLAND 21014
PHONE: 410-638-3563/3127/3128 FAX: 410-638-4815

Purpose: Maintenance
SWM:
Billing Number:
TaxID: 01199439

STORM WATER MANAGEMENT INSPECTION REPORT

Overall Rating: Fail

Code: FAILED MAINTENANCE AGREEMENT UNDER HARFORD COUNTY CODE CHAPTER 214-44 SEC A-D

The Harford County Bureau of Stormwater Management is committed to keeping its excellence in providing the best available maintenance information for your stormwater facility. Brochures have been created for various types of stormwater management facilities to provide basic and seasonal information, as well as reminders of what not to do within your facility.
Please visit https://www.harfordcountymd.gov/946/Brochures\

Facility Type: Extended Detention Structure, Wet
BMPID: SWM1124636

Site Location: Off Dogwood Dell
Description: Woodbridge Center Ph 3 SWM Retrofit

Project Name: Woodbridge SWM Retrofit Contract No.12-002
Project Number: 99856
Site Address: OFF DOGWOOD DELL

Owner Name: Woodbridge Center Homeowners Association Inc
Owner Address:

Management Company: Harford Property Services
Address: 424 N Union Avenue, Havre de Grace, MD 21078

In Process

General Comments: Facility is overgrown with invasive cattails, phragmites, and their root system. Upstream slopes need mowed.

It is requested that the described actions be performed within 30 Days of this notification to bring this facility into compliance with Harford County's Storm Water Management Regulations. Please contact our office at 410-638-3545, ext. 2440, or email debutler@harfordcountymd.gov or eimbierowicz@harfordcountymd.gov if there are any questions and to schedule a reinspection once the work has been completed.

Overview Photo of Practice:

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Inspection Parameter	Description	Corrective Action/s
Significant Failure: Unable	Unable to Inspect.	Facility is overgrown and unable to inspect
Photo:		

Inspection Date: August 23, 2024 Reinspection Date: 09/22/2024 Mailed:

Last Storm Event: August 18, 2024

Inspected: Emma Imbierowicz

In Process

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

ROBERT G. CASSILLY
County Executive

ROBERT S. MCCORD
Director of Administration

JOSEPH J. SIEMEK, P.E.
Director of Public Works

DEPARTMENT OF PUBLIC WORKS
BUREAU OF STORMWATER MANAGEMENT

Stormwater Maintenance Inspection Failure Notice

Woodbridge Center Homeowners Association, Inc.
HPS Property Services
424 N. Union Ave., Havre De Grace, MD 21078

Dear Mr./Mrs.:

The Department of Public Works Bureau of Stormwater Management inspector conducted a triennial stormwater maintenance inspection on September 4, 2024, to ensure the stormwater management facility/facilities on your property/community comply with the Harford County Code.

The inspection process involved inspecting vegetation, fences, spillways, inlet and outlet channels, underground drainage, sediment and debris accumulation in storage and forebay areas, and protective devices. Notifications are provided to the property owner/s or beneficial users for deficiencies discovered from an inspection of the stormwater management facility.

The stormwater facility/facilities at Woodbridge Center failed the County's triennial stormwater maintenance inspection; please refer to the attached inspection report for items listed for repairs requiring immediate attention.

As property owner/s or beneficial users of a stormwater management facility/ties, it is your responsibility to conduct an inspection at least twice a year and perform the required maintenance. The property owner/s or beneficial users shall correct the deficiencies within 30 days or other mutually agreed upon time frame. The Department, as your regulatory partner, shall then conduct a subsequent inspection(s) to ensure completion of the repairs.

If you have any questions, please do not hesitate to contact me at (410) 638-3509, Ext. 2440 or via email at debulter@harfordcountymd.gov.

Sincerely,

David E. Butler
Chief Stormwater Inspector

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Harford County Government

DEPARTMENT OF PUBLIC WORKS
STORM WATER MANAGEMENT REPORT
212 SOUTH BOND STREET BEL AIR, MARYLAND 21014
PHONE: 410-638-3563/3127/3128 FAX: 410-638-4815

Purpose: Maintenance
SWM: SWM-1199856001
Billing Number: 99856
TaxID: 01199439

STORM WATER MANAGEMENT INSPECTION REPORT

Overall Rating: Fail
Code: FAILED MAINTENANCE AGREEMENT UNDER HARFORD COUNTY CODE CHAPTER 214-44 SEC A-D

The Harford County Bureau of Stormwater Management is committed to keeping its excellence in providing the best available maintenance information for your stormwater facility. Brochures have been created for various types of stormwater management facilities to provide basic and seasonal information, as well as reminders of what not to do within your facility.
Please visit https://www.harfordcountymd.gov/946/Brochures\

Facility Type: Extended Detention Structure, Wet
BMPID: SWM1124636

Site Location: DOGWOOD DELL
Description: Woodbridge Center Ph 3 SWM Retrofit

Project Name: Woodbridge SWM Retrofit Contract No.12-002
Project Number: 99856
Site Address: OFF DOGWOOD DELL

Owner Name: Woodbridge Center Homeowners Association, Inc.
Owner Address: 424 N. Union Avenue, Havre De Grace, MD 21078

Management Company: HPS of Maryland
Address: 424 N. Union Avenue, Havre De Grace, MD 21078

In Process

General Comments: Facility is overgrown with invasive cattails, phragmites, and their roots system. Upstream slopes need to be mowed.

It is requested that the described actions be performed within 30 Days of this notification to bring this facility into compliance with Harford County's Storm Water Management Regulations. Please contact our office at 410-638-3545, ext. 2440, or email debutler@harfordcountymd.gov or cmarvel@harfordcountymd.gov if there are any questions and to schedule a reinspection once the work has been completed.

Overview Photo of Practice:

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Inspection Parameter	*Description*	*Corrective Action/s*
Significant Failure: Unable	Unable to Inspect.	Cut and remove all overgrown vegetation.
Photo:		

Inspection Date: September 24, 2024 Reinspection Date: 10/24/2024 Mailed: Yes

Last Storm Event: September 24, 2024

Inspected: Chip Marvel

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

ROBERT G. CASSILLY
County Executive

ROBERT S. MCCORD
Director of Administration

JOSEPH J. SIEMEK, P.E.
Director of Public Works

DEPARTMENT OF PUBLIC WORKS
BUREAU OF STORMWATER MANAGEMENT

Stormwater Maintenance Inspection Failure Notice

Woodbridge Center Homeowners Association, Inc.
HPS Property Services
424 N. Union Ave., Havre De Grace, MD 21078

Dear Mr./Mrs.:

The Department of Public Works Bureau of Stormwater Management inspector conducted a triennial stormwater maintenance inspection on September 4, 2024, to ensure the stormwater management facility/facilities on your property/community comply with the Harford County Code.

The inspection process involved inspecting vegetation, fences, spillways, inlet and outlet channels, underground drainage, sediment and debris accumulation in storage and forebay areas, and protective devices. Notifications are provided to the property owner/s or beneficial users for deficiencies discovered from an inspection of the stormwater management facility.

The stormwater facility/facilities at Woodbridge Center failed the County's triennial stormwater maintenance inspection; please refer to the attached inspection report for items listed for repairs requiring immediate attention.

As property owner/s or beneficial users of a stormwater management facility/ties, it is your responsibility to conduct an inspection at least twice a year and perform the required maintenance. The property owner/s or beneficial users shall correct the deficiencies within 30 days or other mutually agreed upon time frame. The Department, as your regulatory partner, shall then conduct a subsequent inspection(s) to ensure completion of the repairs.

If you have any questions, please do not hesitate to contact me at (410) 638-3509, Ext. 2440 or via email at debulter@harfordcountymd.gov.

Sincerely,

David E. Butler
Chief Stormwater Inspector

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

In Process

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Harford County Government
DEPARTMENT OF PUBLIC WORKS
STORM WATER MANAGEMENT REPORT
212 SOUTH BOND STREET BEL AIR, MARYLAND 21014
PHONE: 410-638-3563/3127/3128 FAX: 410-638-4815

Purpose: Maintenance
SWM: SWML-020101-2016
Billing Number:
TaxID: 01184199

STORM WATER MANAGEMENT INSPECTION REPORT

Overall Rating: Fail
Code: FAILED MAINTENANCE AGREEMENT UNDER HARFORD COUNTY CODE CHAPTER 214-44 SEC A-D

The Harford County Bureau of Stormwater Management is committed to keeping its excellence in providing the best available maintenance information for your stormwater facility. Brochures have been created for various types of stormwater management facilities to provide basic and seasonal information, as well as reminders of what not to do within your facility.
Please visit https://www.harfordcountymd.gov/946/Brochures\

Facility Type: Extended Detention Structure, Dry
BMPID:

Site Location: Clover Valley Court
Description: Woodbridge Center Phase I

Project Name: Woodbridge Center Phase I
Project Number:
Site Address: Clover Valley Court

Owner Name: Woodbridge Center Homeowners Association, Inc.
Owner Address: 424 N. Union Ave., Havre De Grace, MD 21078

Management Company: Harford Property Services
Address: 424 N. Union Ave., Havre De Grace, MD 21078

In Process

General Comments: Mow the overgrown vegetation throughout the facility. Remove the phragmites, cattails, and their roots. Remove vegetation from the riprap stone areas. Restore the pilot channel. Remove the debris and vegetation from the riser structure.

It is requested that the described actions be performed within 30 Days of this notification to bring this facility into compliance with Harford County's Storm Water Management Regulations. Please contact our office at 410-638-3545, ext. 2440, or email debutler@harfordcountymd.gov or cmarvel@harfordcountymd.gov if there are any questions and to schedule a reinspection once the work has been completed.

Overview Photo of Practice:

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Inspection Parameter	*Description*	*Corrective Action/s*
Significant Failure: Unable	Unable to Inspect.	Cut and remove overgrown vegetation throughout the facility.
Photo:		

Inspection Date: October 11, 2024 Reinspection Date: 11/11/2024 Mailed: Yes

Last Storm Event: October 3, 2024

Inspected: Chip Marvel

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Harford County Government
DEPARTMENT OF PUBLIC WORKS
STORM WATER MANAGEMENT REPORT
212 SOUTH BOND STREET BEL AIR, MARYLAND 21014
PHONE: 410-638-3563/3127/3128 FAX: 410-638-4815

Purpose: Maintenance
SWM:
Billing Number:
TaxID: 01199439

STORM WATER MANAGEMENT INSPECTION REPORT

Overall Rating: Fail
Code: FAILED MAINTENANCE INSPECTION UNDER HARFORD COUNTY CODE CHAPTER 214-43.44

The Harford County Bureau of Stormwater Management is committed to keeping its excellence in providing the best available maintenance information for your stormwater facility. Brochures have been created for various types of stormwater management facilities to provide basic and seasonal information, as well as reminders of what not to do within your facility.
Please visit https://www.harfordcountymd.gov/946/Brochures\

Facility Type: Extended Detention Structure, Wet
BMPID: SWM1124636

Site Location: Dogwood Dell
Description: Woodbridge Center Ph 3

Project Name: Woodbridge SWM Retrofit Contract No.12-002
Project Number: 99856
Site Address: OFF DOGWOOD DELL

Owner Name: Woodbridge Center Homeowners Association Inc
Owner Address:

Management Company: Harford Property Services
Address: 424 N Unio Avenue, Havre de Grace, MD 21078

In Process

General Comments: Facility is overgrown with invasive cattails, phragmites, and their root system. Upstream slopes need to be mowed

It is requested that the described actions be performed within 30 Days of this notification to bring this facility into compliance with Harford County's Storm Water Management Regulations. Please contact our office at 410-638-3545, ext. 2440, or email debutler@harfordcountymd.gov or eimbierowicz@harfordcountymd.gov if there are any questions and to schedule a reinspection once the work has been completed.

Overview Photo of Practice:

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Inspection Parameter	*Description*	*Corrective Action/s*
Significant Failure: Unable	Unable to Inspect.	Cut and remove overgrown vegetation
Photo:		

Inspection Date: October 25, 2024 Reinspection Date: 11/24/2024 Mailed:

Last Storm Event: October 2, 2024

Inspected: Emma Imbierowicz

In Process

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

ROBERT G. CASSILLY
County Executive

ROBERT S. MCCORD
Director of Administration

JOSEPH J. SIEMEK, P.E.
Director of Public Works

DEPARTMENT OF PUBLIC WORKS
BUREAU OF STORMWATER MANAGEMENT

Stormwater Maintenance Inspection Failure Notice

Woodbridge Center Homeowners Association, Inc.
HPS Property Services
424 N. Union Ave., Havre De Grace, MD 21078

Dear Mr./Mrs.:

The Department of Public Works Bureau of Stormwater Management inspector conducted a triennial stormwater maintenance inspection on November 13, 2024, to ensure the stormwater management facility/facilities on your property/community comply with the Harford County Code.

The inspection process involved inspecting vegetation, fences, spillways, inlet and outlet channels, underground drainage, sediment and debris accumulation in storage and forebay areas, and protective devices. Notifications are provided to the property owner/s or beneficial users for deficiencies discovered from an inspection of the stormwater management facility.

The stormwater facility/facilities at Woodbridge Center failed the County's triennial stormwater maintenance inspection; please refer to the attached inspection report for items listed for repairs requiring immediate attention.

As property owner/s or beneficial users of a stormwater management facility/ties, it is your responsibility to conduct an inspection at least twice a year and perform the required maintenance. The property owner/s or beneficial users shall correct the deficiencies within 30 days or other mutually agreed upon time frame. The Department, as your regulatory partner, shall then conduct a subsequent inspection(s) to ensure completion of the repairs.

If you have any questions, please do not hesitate to contact me at (410) 638-3509, Ext. 2440 or via email at debulter@harfordcountymd.gov.

Sincerely,

David E. Butler
Chief Stormwater Inspector

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Harford County Government

DEPARTMENT OF PUBLIC WORKS
STORM WATER MANAGEMENT REPORT
212 SOUTH BOND STREET BEL AIR, MARYLAND 21014
PHONE: 410-638-3563/3127/3128 FAX: 410-638-4815

Purpose: Maintenance
SWM: SWML-020101-2016
Billing Number:
TaxID: 01184199

STORM WATER MANAGEMENT INSPECTION REPORT

Overall Rating: Fail
Code: FAILED MAINTENANCE INSPECTION UNDER HARFORD COUNTY CODE CHAPTER 214-43.44

The Harford County Bureau of Stormwater Management is committed to keeping its excellence in providing the best available maintenance information for your stormwater facility. Brochures have been created for various types of stormwater management facilities to provide basic and seasonal information, as well as reminders of what not to do within your facility.
Please visit https://www.harfordcountymd.gov/946/Brochures\

Facility Type: Extended Detention Structure, Dry
BMPID:

Site Location: Clover Valley Court
Description: Woodbridge Center Phase 1

Project Name: Woodbridge Center Phase 1
Project Number:
Site Address: Clover Valley Court

Owner Name: Woodbridge Center Homeowners Association, Inc.
Owner Address: 424 N. Union Ave., Havre De Grace, MD 21078

Management Company: Harford Property Services
Address: 424 N. Union Ave., Havre De Grace, MD 21078

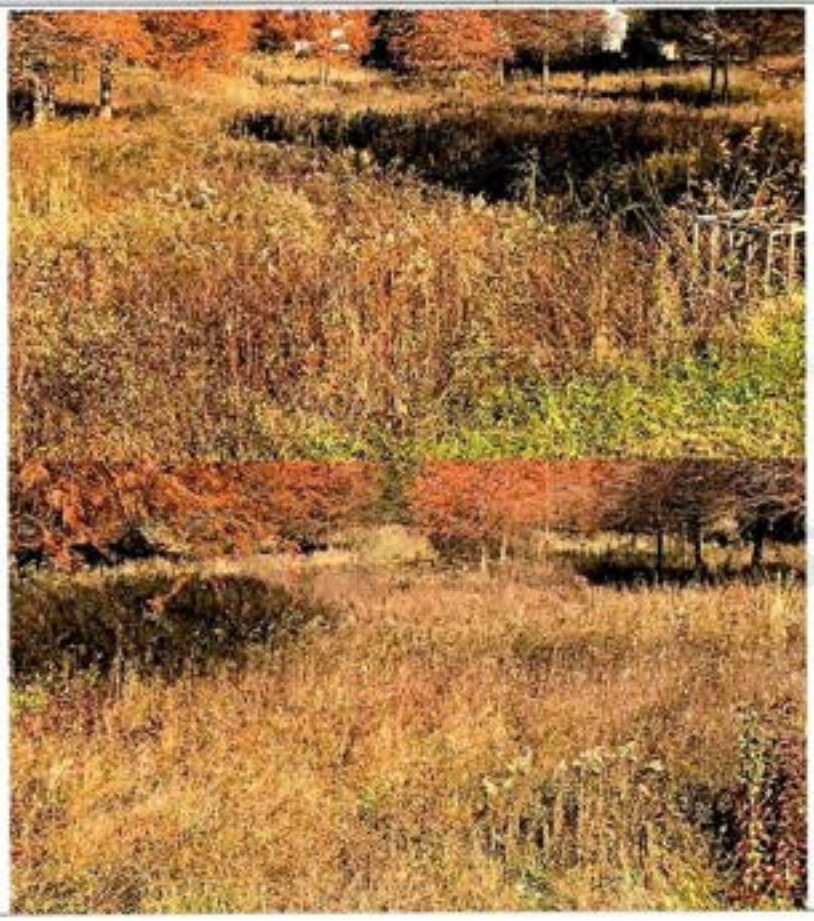
In Process

General Comments: Mow the overgrown vegetation throughout the facility. Remove the phragmites, cattails, and their roots. Remove vegetation from the riprap stone areas. Restore the pilot channel. Remove the debris and vegetation from the riser structure.

It is requested that the owner(s) or their engineer submit to the County SWM Dpt. a schedule of work; plan to remediate the necessary repairs within 30 Days of this notification, a direction to bring this facility into compliance with Harford County's Storm Water Management Regulations. Please contact our office at 410-638-3545, ext. 2440, or email debutler@harfordcountymd.gov or if there are any questions and to schedule a reinspection once the work has been completed.

Overview Photo of Practice:

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Inspection Parameter	*Description*	*Corrective Action/s*
Significant Failure: Unable	Unable to Inspect.	Cut and remove overgrown vegetation throughout the facility.
Photo:		

Inspection Date: November 13, 2024 Reinspection Date: 12/13/2024 Mailed: Yes

Last Storm Event: October 11, 2024

Inspected: Chip Marvel

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

ROBERT G. CASSILLY
County Executive

ROBERT S. MCCORD
Director of Administration

JOSEPH J. SIEMEK, P.E.
Director of Public Works

DEPARTMENT OF PUBLIC WORKS
BUREAU OF STORMWATER MANAGEMENT

Stormwater Maintenance Inspection Failure Notice

Woodbridge Center Homeowners Association, Inc.
HPS Property Services
424 N. Union Ave., Havre De Grace, MD 21078

Dear Mr./Mrs.:

The Department of Public Works Bureau of Stormwater Management inspector conducted a triennial stormwater maintenance inspection on December 17, 2024, to ensure the stormwater management facility/facilities on your property/community comply with the Harford County Code.

The inspection process involved inspecting vegetation, fences, spillways, inlet and outlet channels, underground drainage, sediment and debris accumulation in storage and forebay areas, and protective devices. Notifications are provided to the property owner/s or beneficial users for deficiencies discovered from an inspection of the stormwater management facility.

The stormwater facility/facilities at Woodbridge Center failed the County's triennial stormwater maintenance inspection; please refer to the attached inspection report for items listed for repairs requiring immediate attention.

As property owner/s or beneficial users of a stormwater management facility/ties, it is your responsibility to conduct an inspection at least twice a year and perform the required maintenance. The property owner/s or beneficial users shall correct the deficiencies within 30 days or other mutually agreed upon time frame. The Department, as your regulatory partner, shall then conduct a subsequent inspection(s) to ensure completion of the repairs.

If you have any questions, please do not hesitate to contact me at (410) 638-3509, Ext. 2440 or via email at debulter@harfordcountymd.gov.

Sincerely,

David E. Butler
Chief Stormwater Inspector

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Harford County Government
DEPARTMENT OF PUBLIC WORKS
STORM WATER MANAGEMENT REPORT
212 SOUTH BOND STREET BEL AIR, MARYLAND 21014
PHONE: 410-638-3563/3127/3128 FAX: 410-638-4815

Purpose: Maintenance
SWM: SWM-1199856001
Billing Number: 99856
TaxID: 01199439

STORM WATER MANAGEMENT INSPECTION REPORT

Overall Rating: Fail
Code: FAILED MAINTENANCE INSPECTION UNDER HARFORD COUNTY CODE CHAPTER 214-43.44

The Harford County Bureau of Stormwater Management is committed to keeping its excellence in providing the best available maintenance information for your stormwater facility. Brochures have been created for various types of stormwater management facilities to provide basic and seasonal information, as well as reminders of what not to do within your facility.
Please visit https://www.harfordcountymd.gov/946/Brochures\

Facility Type: Extended Detention Structure, Wet
BMPID: SWM1124636

Site Location: DOGWOOD DELL
Description: Woodbridge Center Phase 3

Project Name: Woodbridge SWM Retrofit Contract No.12-002
Project Number: 99856
Site Address: OFF DOGWOOD DELL

Owner Name: Woodbridge Center Homeowners Association, Inc.
Owner Address: 424 Union Avenue, Havre De Grace, MD 21078

Management Company: Harford Property Services
Address: 424 Union Avenue, Havre De Grace, MD 21078

In Process

General Comments: The facility is overgrown with invasive cattails, phragmites, and their roots system. Upstream slopes need to be mowed.

It is requested that the owner(s) or their engineer submit to the County SWM Dpt. a schedule of work; plan to remediate the necessary repairs within 30 Days of this notification, a direction to bring this facility into compliance with Harford County's Storm Water Management Regulations. Please contact our office at 410-638-3545, ext. 2440, or email debutler@harfordcountymd.gov or if there are any questions and to schedule a reinspection once the work has been completed.

Overview Photo of Practice:

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Inspection Parameter	*Description*	*Corrective Action/s*
Significant Failure: Unable	Unable to Inspect.	Cut and remove all overgrown vegetation.
Photo:		

Inspection Date: December 17, 2024 Reinspection Date: 01/16/2025 Mailed: Yes

Last Storm Event: December 16, 2024

Inspected: Chip Marvel

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Harford County Government
DEPARTMENT OF PUBLIC WORKS
STORM WATER MANAGEMENT REPORT
212 SOUTH BOND STREET BEL AIR, MARYLAND 21014
PHONE: 410-638-3563/3127/3128 FAX: 410-638-4815

Purpose: Maintenance
SWM:
Billing Number:
TaxID: 01199439

STORM WATER MANAGEMENT INSPECTION REPORT

Overall Rating: Fail
Code: FAILED MAINTENANCE INSPECTION UNDER HARFORD COUNTY CODE CHAPTER 214-43.44

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Facility Type: Extended Detention Structure, Wet
BMPID: SWM1124636

Project Name: Woodbridge SWM Retrofit Contract No.12-002
Project Number: 99856
Site Address: OFF DOGWOOD DELL

Site Location: Dogwood Dell
Description: Woodbridge Center Phase 3

Owner Name: Woodbridge Center HOA Inc.
Owner Address: 424 Union Avenue, Havre De Grace, MD 21078

Management Company: Harford Property Services
Address: 424 Union Avenue, Havre De Grace, MD 21078

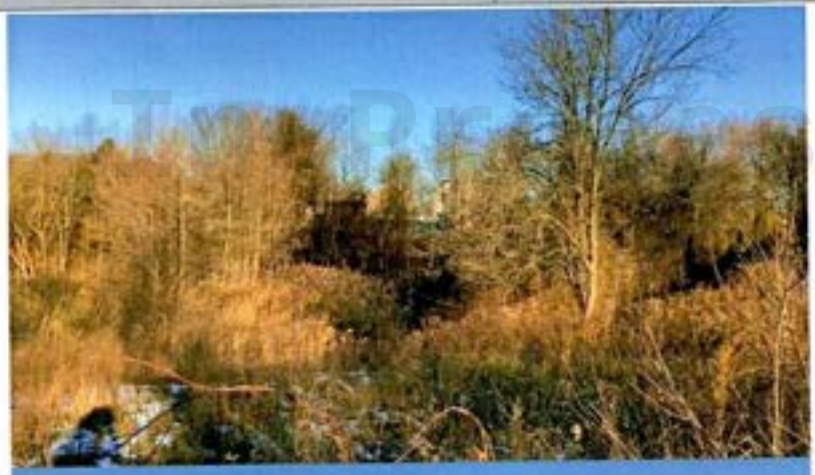
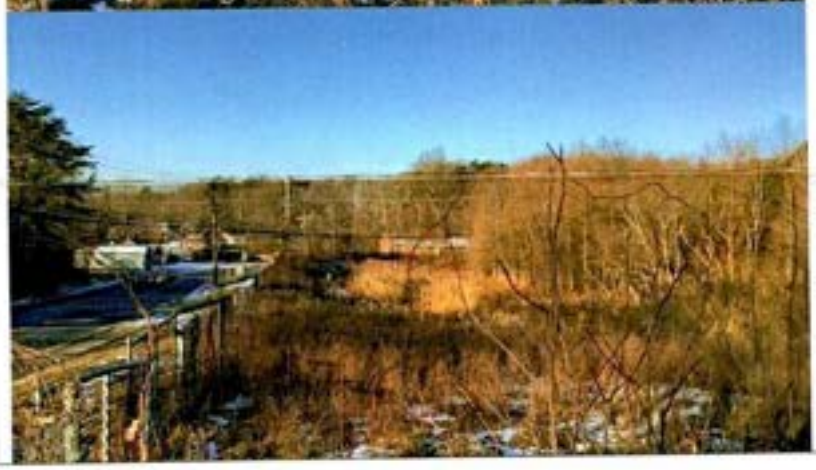
In Process

General Comments: The facility is overgrown with invasive cattails, phragmites, and their roots system. Upstream slopes need to be mowed.

It is requested that the owner(s) or their engineer submit to the County SWM Dpt. a schedule of work; plan to remediate the necessary repairs within 30 Days of this notification, a direction to bring this facility into compliance with Harford County's Storm Water Management Regulations. Please contact our office at 410-638-3545, ext. 2440, or email debutler@harfordcountymd.gov or if there are any questions and to schedule a reinspection once the work has been completed.

Overview Photo of Practice:

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Inspection Parameter	*Description*	*Corrective Action/s*
Significant Failure: Unable	Unable to Inspect.	Cut and remove all overgrown vegetation.
Photo:	 	

Inspection Date: January 15, 2025 Reinspection Date: 02/14/2025 Mailed: Yes
Last Storm Event: January 11, 2025

Inspected: Cole Ettenhofer

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

ROBERT G. CASSILLY
County Executive

ROBERT S. MCCORD
Director of Administration

JOSEPH J. SIEMEK, P.E.
Director of Public Works

DEPARTMENT OF PUBLIC WORKS
BUREAU OF STORMWATER MANAGEMENT

Stormwater Maintenance Inspection Failure Notice

Woodbridge Center Homeowners Association, Inc.
HPS Property Services
424 N. Union Ave., Havre De Grace, MD 21078

Dear Mr./Mrs.:

The Department of Public Works Bureau of Stormwater Management inspector conducted a triennial stormwater maintenance inspection on January 28, 2025, to ensure the stormwater management facility/facilities on your property/community comply with the Harford County Code.

The inspection process involved inspecting vegetation, fences, spillways, inlet and outlet channels, underground drainage, sediment and debris accumulation in storage and forebay areas, and protective devices. Notifications are provided to the property owner/s or beneficial users for deficiencies discovered from an inspection of the stormwater management facility.

The stormwater facility/facilities at Woodbridge Center failed the County's triennial stormwater maintenance inspection; please refer to the attached inspection report for items listed for repairs requiring immediate attention.

As property owner/s or beneficial users of a stormwater management facility/ties, it is your responsibility to conduct an inspection at least twice a year and perform the required maintenance. The property owner/s or beneficial users shall correct the deficiencies within 30 days or other mutually agreed upon time frame. The Department, as your regulatory partner, shall then conduct a subsequent inspection(s) to ensure completion of the repairs.

If you have any questions, please do not hesitate to contact me at (410) 638-3509, Ext. 2440 or via email at debulter@harfordcountymd.gov.

Sincerely,

David E. Butler
Chief Stormwater Inspector

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Harford County Government

DEPARTMENT OF PUBLIC WORKS
STORM WATER MANAGEMENT REPORT
212 SOUTH BOND STREET BEL AIR, MARYLAND 21014
PHONE: 410-638-3563/3127/3128 FAX: 410-638-4815

Purpose: Maintenance
SWM: SWML-020101-2016
Billing Number:
TaxID:

STORM WATER MANAGEMENT INSPECTION REPORT

Overall Rating: Fail
Code: FAILED MAINTENANCE INSPECTION UNDER HARFORD COUNTY CODE CHAPTER 214-43.44

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Please visit https://www.harfordcountymd.gov/946/Brochures\

Facility Type: Detention Structure, Dry
BMPID:

Site Location: 1200-1298 Hanson Road, Edgewood, MD 21040
Description: Woodbridge Center Phase 1

Project Name: Woodbridge Center Phase 1
Project Number:
Site Address: 1200-1298 Hanson Road, Edgewood, MD 21040

Owner Name: Woodbridge Center Homeowners Association, Inc.
Owner Address: 424 N. Union Ave., Havre De Grace, MD 21078

Management Company: Harford Property Services
Address: 424 N. Union Ave., Havre De Grace, MD 21078

In Process

General Comments: Mow the overgrown vegetation throughout the facility. Remove the phragmites, cattails, and their roots. Remove vegetation from the riprap stone areas. Restore the pilot channel. Remove the debris and vegetation from the riser structure.

It is requested that the owner(s) or their engineer submit to the County SWM Dpt. a schedule of work; plan to remediate the necessary repairs within 30 Days of this notification, a direction to bring this facility into compliance with Harford County's Storm Water Management Regulations. Please contact our office at 410-638-3545, ext. 2440, or email debutler@harfordcountymd.gov or if there are any questions and to schedule a reinspection once the work has been completed.

Overview Photo of Practice:

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Inspection Parameter	*Description*	*Corrective Action/s*
Significant Failure: Unable	Unable to Inspect.	Cut and remove all overgrown vegetation.
Photo:		

Inspection Date: January 28, 2025 Reinspection Date: 02/27/2025 Mailed: Yes

Last Storm Event: January 13, 2025

Inspected: Chip Marvel

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

ROBERT G. CASSILLY
County Executive

ROBERT S. MCCORD
Director of Administration

JOSEPH J. SIEMEK, P.E.
Director of Public Works

DEPARTMENT OF PUBLIC WORKS
BUREAU OF STORMWATER MANAGEMENT

Stormwater Maintenance Inspection Failure Notice

Woodbridge Center Homeowners Association, Inc.
HPS Property Services
424 N. Union Ave., Havre De Grace, MD 21078

Dear Mr./Mrs.:

The Department of Public Works Bureau of Stormwater Management inspector conducted a triennial stormwater maintenance inspection on February 24, 2025, to ensure the stormwater management facility/facilities on your property/community comply with the Harford County Code.

The inspection process involved inspecting vegetation, fences, spillways, inlet and outlet channels, underground drainage, sediment and debris accumulation in storage and forebay areas, and protective devices. Notifications are provided to the property owner/s or beneficial users for deficiencies discovered from an inspection of the stormwater management facility.

The stormwater facility/facilities at Woodbridge Center failed the County's triennial stormwater maintenance inspection; please refer to the attached inspection report for items listed for repairs requiring immediate attention.

As property owner/s or beneficial users of a stormwater management facility/ties, it is your responsibility to conduct an inspection at least twice a year and perform the required maintenance. The property owner/s or beneficial users shall correct the deficiencies within 30 days or other mutually agreed upon time frame. The Department, as your regulatory partner, shall then conduct a subsequent inspection(s) to ensure completion of the repairs.

If you have any questions, please do not hesitate to contact me at (410) 638-3509, Ext. 2440 or via email at debulter@harfordcountymd.gov.

Sincerely,

David E. Butler
Chief Stormwater Inspector

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Harford County Government
DEPARTMENT OF PUBLIC WORKS
STORM WATER MANAGEMENT REPORT
212 SOUTH BOND STREET BEL AIR, MARYLAND 21014
PHONE: 410-638-3563/3127/3128 FAX: 410-638-4815

Purpose: Maintenance
SWM: SWM-1199856001
Billing Number: 99856
TaxID: 01199439

STORM WATER MANAGEMENT INSPECTION REPORT

Overall Rating: Fail
Code: FAILED MAINTENANCE INSPECTION UNDER HARFORD COUNTY CODE CHAPTER 214-43.44

The Harford County Bureau of Stormwater Management is committed to keeping its excellence in providing the best available maintenance information for your stormwater facility. Brochures have been created for various types of stormwater management facilities to provide basic and seasonal information, as well as reminders of what not to do within your facility.
Please visit https://www.harfordcountymd.gov/946/Brochures\

Facility Type: Extended Detention Structure, Wet
BMPID: SWM1124636

Site Location: DOGWOOD DELL
Description: Woodbridge SWM Retrofit Contract No.12-002

Project Name: Woodbridge SWM Retrofit Contract No.12-002
Project Number: 99856
Site Address: OFF DOGWOOD DELL

Owner Name: Woodbridge Center Homeowners Association, Inc.
Owner Address: 424 Union Avenue, Havre De Grace, MD 21078

Management Company: Harford Property Services
Address: 424 Union Avenue, Havre De Grace, MD 21078

In Process

General Comments: Continue to work on corrections of inspection report punch list. Remove the debris from the inflows. Remove the sediment from inflows. Reseed the sparse vegetation throughout the facility. Reinstall the channels in the facility. Remove the sediment from the facility. Repair the gate. Reinstall the orifice plate. Spillway needs to be immediately restored to design elevation.

It is requested that the owner(s) or their engineer submit to the County SWM Dpt. a schedule of work; plan to remediate the necessary repairs within 30 Days of this notification, a direction to bring this facility into compliance with Harford County's Storm Water Management Regulations. Please contact our office at 410-638-3545, ext. 2440, or email debutler@harfordcountymd.gov or if there are any questions and to schedule a reinspection once the work has been completed.

Overview Photo of Practice:

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Inspection Parameter	*Description*	*Corrective Action/s*
Inflow Debris/Blockages	Minor debris is observed	Remove the debris from the inflows.
Photo:		

Inspection Parameter	*Description*	*Corrective Action/s*
Inflow Sedimentation	One or more inflow is obstructed by sediment at less than 20% of the flow depth	Remove the sediment from inflows.
Photo:		

Inspection Parameter	*Description*	*Corrective Action/s*
Inflow Stability/Erosion	Lack of vegetative cover and minor erosion is observed on the swales/channels/slopes to the stormwater facility	Reseed the sparse vegetation throughout the facility.
Photo:		

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Inspection Parameter	*Description*	*Corrective Action/s*
Embankment	1. Embankment is showing minor signs of bare spots, weeds, and surface rutting/erosion	Repair the sparse vegetation throughout the facility.
Photo:		

Inspection Parameter	*Description*	*Corrective Action/s*
Conveyance	Flow path is obstructed by sedimentation, vegetation, woody/leafy debris, and/or eroded	Reinstall the channels in the facility.
Photo:		

Inspection Parameter	*Description*	*Corrective Action/s*
Sediment	Pond/facility is partially obstructed by sediment at less than 25% of the surface area or storage capacity	Remove the sediment from the facility.
Photo:		

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Inspection Parameter	*Description*	*Corrective Action/s*
Fencing/Security	Fence requires repair and/or maintenance access driveway requires repair	Repair the gate.
Photo:		

Inspection Parameter	*Description*	*Corrective Action/s*
Low Flow Control	Dewatering device and/or low flow control / pipe is blocked, and/or has an obstructed discharge, and/or leakage at the orifice pipe/plate, and/or showing opening erosion/corrosion.	Reinstall the orifice plate.
Photo:		

Process

Inspection Parameter	*Description*	*Corrective Action/s*
Emergency Spillway	2. Spillway has	Spillway needs to be immediately restored to design

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Inspection Parameter	*Description*	*Corrective Action/s*
	settlement, stone displacement, deterioration of the weir structure	elevation.
Photo:		

Inspection Date: February 24, 2025 Reinspection Date: 05/25/2025 Mailed: Yes

Last Storm Event: February 16, 2025

Inspected: Chip Marvel

In Process

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

MASTER/SUBORDINATE RESALE DISCLOSURE NOTICE

Association: Woodbridge Center Homeowners Association, Inc.

Subject Property: CONDO - 1305 Cedar Crest Court, Unit K, Edgewood, MD 21040

The Association is (select one):

____ subordinate to a master homeowner's association or condominium association. We strongly encourage you to request a resale package for the master association.

The master Association is _____

_____.

__X__ a master homeowner's association and the property may be subject to the jurisdiction of a subordinate homeowner's association or condominium association. We strongly encourage you to request a resale package for the subordinate association.

The subordinate Association is _____

Woodbridge Center Condominiums.

In Process

____ a master homeowner's association with a subordinate homeowner's association(s) or condominium association(s). However, the home being purchased is not currently believed to be subject to the jurisdiction of the subordinate association. You should carefully review all governing documents recorded in the public land records.

THIS CERTIFICATE IS NOT VALID UNLESS SIGNED BY THE MANAGING AGENT AND REQUESTER.

I certify I have complet[illegible] nation and that it is true to the best of my knowledge.

Managing Agent: Signed by: Martin Cifone C327B0148C1D400... _____ Date: 4/15/2025

Agent Name: Martin Cifone _____ Prepared By: Rachel Holland

I certify I have receive[illegible] certificate.

Requester Signature: Signed by: [signature] 8F7FA8630277417... _____ Date: 4/15/2025

Requester Name: Brandon Nathaniel Williams _____ File Closed By: _____

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Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

AUTHORIZATION TO UTILIZE FUNDS OUTSIDE OF BUDGET, DISCLOSURE WITH LIABILITY WAIVER, & RESALE DISCLOSURE NOTICE

Association: tççÇÄêáÇÖÉ=`ÉåíÉê=eçãÉçïåÉêë=^ëëçÅá~íáçåI=fåÅK=

Disclosure & Authorization

Harford Property Services, Inc., trading as HPS Management and hereafter referred to as HPS, is the managing agent for the Association. This notice is disclosing to you:

1. I/We direct HPS to withdraw or otherwise arrange movement of funds in the amount of

$OTRIMMMKMM, from the Association's:

__u__ Reserve Fund ____ Operating Fund ____ Capital Fund ____ Other: _____

for the purposes of:

ÑìåÇåäÖ=êç~Ç=êÉé~áêë=C=ëíêáéáåÖ.

In Process

2. I/We understand that expenditures outside of the approved budget, to include the withdraw of funds from a reserve fund, must be disclosed to potential buyers.

3. I/We understand that the above disclosure may prohibit or delay certain lending institutions from financing loans to purchase a home or refinance existing loans of a homeowner.

DocuSigned by: John August Bockardt 75FDCA9C7486438...		mêÉëáÇÉåí	NMLNMLOMNV
Association Representative	(SEAL)	Title/Position	Date
Association Representative	(SEAL)	Title/Position	Date
Association Representative	(SEAL)	Title/Position	Date
Association Representative	(SEAL)	Title/Position	Date
Association Representative	(SEAL)	Title/Position	Date

HPS MANAGEMENT

Waiver of Liability

I/we have read and understand the above information and forever release and hold harmless HPS, their agents and employees, of any and all liability.

Association Representative	(SEAL)	mêÉëáÇÉåí	NMLNMLOMNV
Association Representative	(SEAL)	Title/Position	Date
Association Representative	(SEAL)	Title/Position	Date
Association Representative	(SEAL)	Title/Position	Date
Association Representative	(SEAL)	Title/Position	Date
Association Representative	(SEAL)	Title/Position	Date

In Process

Manager Signature: _____ Date: NMLNNLOMNV

Manager Name: j~êíáå=`áÑçåÉ

Director Signature: _____ Date: NMLNRLOMNV

Director Name: gKaK=oìëëÉää

Bookkeeping Team: Moved On: OMNVKNMKNR By: _____ Date: NMLNRLOMNV

Documents Team: Resale Updated By: _____ Date: NMLNRLOMNV

IMPORTANT: Resale Template must be updated with this document for the affected budget year(s).

Initial

4/15/2025

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

AUTHORIZATION FOR NON-BUDGETED ACCOUNT TRANSFER

Association: Woodbridge Center Homeowners Association, Inc.

Managing Agent: HPS Management of Maryland, LLC

1. I/We direct Managing Agent to withdraw or otherwise arrange movement of funds in the amount of:

One Hundred Thirty Seven Thousand Seven Hundred Ninety and XX/100 Dollars ($137,790.00), from the Association's:

[X] Reserve Fund (BV - 0561) [ ] Operating Fund [ ] Capital Fund [ ] Other: _____

To:

[ ] Reserve Fund [X] Operating Fund [ ] Capital Fund [ ] Other: _____

for the purposes of: Storm Drain Collapse Invoices.

This transfer is a: [X] one-time transfer.

[ ] reoccurring transfer occurring either:

[ ] Monthly [ ] Semi-Annually [ ] Annually [ ] Quarterly.

[ ] Other: _____.

In Process

2. I/We certify the Board of Directors has met at a properly announced open meeting and have properly ratified a decision regarding the moving of funds in accordance with all laws and the governing documents of the Association.

3. The undersigned on behalf of the Association, by his or her signature hereto, acknowledge receipt and agree the Association shall indemnify and hold harmless the Managing Agent and their officers, directors, members, agents, holding company, subsidiaries, affiliated companies, and employees and their respective personal representatives, heirs, successors and assigns from any loss, liability, damage or costs, including court costs and attorney's fees relating to the above described transfer.

DocuSigned by: Bill Midwig ative	(SEAL)	Title/Position	Date
	(SEAL)	Secretary	5/17/2024
DocuSigned by: Eugene Schwandtner 8B28713954F2450		President	5/17/2024
Association Representative	(SEAL)	Title/Position	Date
	(SEAL)	Title/Position	Date
DocuSigned by: Kathy Schwandtner 8B28713954F2450		Treasurer	5/17/2024
Association Representative	(SEAL)	Title/Position	Date

Managing Agent Review

Liaison: DS MC _____ 6/13/2024 Date — Director for Liaison: DS JF _____ 6/13/2024 Date

Documents Updated: DS SC _____ 6/13/2024 Date (Initials) — Bookkeeping: DS SH _____ 6/13/2024 Date (Initials)

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Resale Disclosure Notice

Subject Property: CONDO - 1305 Cedar Crest Court, Unit K, Edgewood, MD 21040

This notice is to inform the buyer of the matter described on page 1 of this form. Homebuyers should direct questions to an attorney or licensed real estate agent.

The Managing Agent will forward any written and signed request for additional information to the Authorized Liaison with the Board of Directors per the Management Agreement and the Managing Agent makes no guarantee or any representation as to the content or timeliness of a response.

In Process

THIS CERTIFICATE IS NOT VALID UNLESS SIGNED BY THE MANAGING AGENT AND REQUESTER.

I certify I have Signed by: Martin Cifone C327B0146C1D400... ve information and that it is true to the best of my knowledge.

Liaison: _____ Date: 4/15/2025

Liaison Name: Martin Cifone Prepared By: Rachel Holland

I certify I have receive Signed by: 6F7FA863D277417... certificate.

Requester Signature: _____ Date: 4/15/2025

Requester Name: Brandon Nathaniel Williams File Closed By: _____

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

About Your Community Liaison

- **Understanding governance -** It is important to understand an association is governed by a volunteer Board of Directors typically comprised of elected homeowners. The volunteer Board of Directors is limited in its authority by the community's governing documents and certain laws, which vary widely by community as well as federal, state, and local laws relative to where the community is located. The volunteer Board of Directors has hired a management company that is partnered with InfoHOA.com. The community has been assigned a Liaison who works with the volunteer Board of Directors. The Liaison is responsible for communicating on behalf of the volunteer Board of Directors with all stakeholders including homeowners, non-owner residents, neighbors in other communities, contractors or vendors who perform services, elected officials, multiple government agencies, and other business representatives.
- **Every community is different** –The scope of work to be performed by the Liaison will vary by community as directed by the volunteer Board of Directors. Smaller communities may have a Liaison who manages multiple communities while larger communities may have a dedicated full time Liaison or on-site staff depending on the community's budget.
- **Liaisons are advisors** – While Liaisons work closely with the Board, he or she is only an advisor, not a member of the Board, and cannot set Board policy. Liaisons are not engineers, attorneys, land surveyors, or accountants. The Board may retain these services, if needed. We encourage you to attend association meetings to stay informed.
- **Liaisons work irregular hours** – Liaisons attend meetings in the evenings and on weekends, complete on-site association visits, have scheduled meetings to attend, and regularly complete training. As a result, Liaisons are on-the-go and do not maintain fixed office hours. Liaisons will typically respond to emails and phone calls within two full business days. Please note, a response time may take longer if a Liaison is on scheduled leave or out of the office. When this occurs, the Liaison will update their voicemail and email automatic responses, unless they are on sick leave.
- **Appointments with a Liaison** – If you wish to speak with a Liaison in person, an appointment is required. Because Liaisons are on-the-go and do not maintain fixed office hours, please email Admin@InfoHOA.com to schedule an appointment at your nearest office with your Liaison. This will also allow the Liaison to have pertinent information available for the meeting and to invite Board Members and other stakeholders to participate.
- **Solving your issue** – We are here to help you! Liaisons are bound by laws, the association's governing documents, and the Board. If the issue is not a violation of rules or is not in the scope of the Liaison's authority from the Board, the Liaison may not be able to take any action. Liaisons may refer you to the appropriate resource for your issue.
- **Social media and websites** – Liaisons do not moderate or control social media. Some communities may have an official social media page supervised by the volunteer Board of Directors. Some communities may have a site or multiple sites started by a person or group of people who may or may not actually be members of the association. Liaisons may observe these social media sites if they are allowed to view them by the account owners but are not required to do so by the volunteer Board of Directors. Liaisons cannot alter or moderate these sites because they have no control over them. In many cases those controlling a social media account may not be clear or disclosed on the site. We strongly encourage caution before posting or joining social media site.
- **Obtaining information** – The online secure Portal is your best tool for checking your balance, making payments, viewing meeting minutes, viewing governing documents, and much more. We encourage you to do so by going to www.InfoHOA.com.
- **Emergencies** – Matters that are not a risk of imminent bodily harm or significant property damage are dealt with during normal business hours. To report an emergency that does pose a risk of imminent bodily harm or significant property damage, after calling 911, call our office. If your community does have a phone number it will be posted on the Portal after you login at www.InfoHOA.com; otherwise, please notify your community association by emailing Admin@InfoHOA.com. Please note, not all communities have a phone number or a full-service management plan.
- **Criminal concerns or suspicious activity** – For all criminal matters or suspicious activity, please immediately call 911 or your local police agency before contacting our office or posting on social media.
- **Conflicts** – Liaisons are trained to deal with conflict but will not get involved in quarrels between neighbors.
- **Feedback to the volunteer Board of Directors** - We encourage you to send a letter or email to the Board, in care of the Liaison, for all questions and concerns about Board policy. We also strongly encourage you to attend meetings and share your thoughts in a polite manner directly to the Board. Profanity, threats, and providing false information will not be tolerated.
- **Contractors and vendors** – Liaisons are responsible for monitoring contractors and vendor performance, but not for on-site supervision. If you have a concern about a contractor, we encourage you to send a letter or email to the Liaison who may notify the Board. The Board will then decide how to proceed under the terms of the contract. Please do not interfere with any contractor performing work in the community.
- **Repairs to private property** – Neither the Liaison nor the association are responsible for repairs, or coordinating repairs, to a homeowner's personal property, except in limited cases for condominiums.
- **Accounts in collections** – Because of strict collection laws, once an account is turned over to the association's attorney for the collections process, neither the Liaison nor Board can communicate with anyone about the account. You must work through the association's collections attorney.

LIAISONS WORK UNDER THE SUPERVISION OF THE VOLUNTEER BOARD OF DIRECTORS. THE BOARD IS COMPRISED OF VOLUNTEERS FROM THE COMMUNITY JUST LIKE YOU.

In Process

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Ways to Pay Your Association Assessment

1. Single or Recurring Payment from a Credit Card, Debit Card, or eCheck: From the portal, you can make a single payment or set-up a recurring bill pay with eCheck and most credit or debit cards. The association uses a merchant services vendor who charges a fee that goes directly to the merchant services vendor to provide this convenience to our association.

- Go to www.InfoHOA.com.
- Select "Homeowners Login" in the upper right corner.
- If you have registered, please click "*Login*" (*see below to "*Register*").
- Once you are logged in, please click "*Pay Now*" from the navigation menu.
- If making a One-Time Payment, complete the information on the left-hand side of the page. If setting up a Recurring Payment, select "*New Recurring Payment*" on the right-hand side of the page.
- Follow the prompts to enter your payment data and select "Continue."
- Please review all information and select "Submit Payment."

2. Automatic Bill Pay from Your Bank: Most banks offer free bill pay services that are easily setup through **your** bank's online payment portal, or you can contact **your** bank directly. You will need the following information to set-up Automatic Bill Pay:

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Account number:	This can be found on your statement or the top right corner when you login to your account at www.InfoHOA.com (*see below to "Register")
Payable to:	The association's name
The payment amount:	The total assessment amount due
Payment frequency:	Monthly, Quarterly, Semi-annual, or Annual
Payment sent to:	Payment Processing PO Box 1299 Commerce, GA 30529

3. U.S. Mail: Mail a cashier's check, money order, certified check, or personal check made payable to our association to PO Box 1299, Commerce, GA 30529. Please include your account number in the memorandum. Please do not send correspondence to this address. It is important to send your payment to the lockbox address and not your local office. A lockbox is a service whereby a financial institution takes responsibility for processing payments mailed to a designated Post Office Box. This service is ideal for processing association assessments because it is more secure, reduces internal processing/handling costs (saving you money), and reduces posting delays to help improve the association's cash flow.

***To Register for the Portal:** Go to www.InfoHOA.com and follow any prompts. Select "Register" in the top right corner. Please fill out the online form with your information. Once a member of our Customer Service Team verifies that you are the legal homeowner for the address submitted, you will receive an email to the email address you provided to set-up your password for the secure online portal.

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Annual Budget Summary - Operating

Woodbridge Center Homeowners Association, Inc.

2025

Date: 8/9/2024
Time: 3:54 pm

Account	Total
INCOME	
Income	
6311-00 HOA Fees TH Expenses	**420,992.00**
6312-00 Assessments (Master) Condos	**116,640.00**
6322-00 Assessments (Master) HOA TH	**182,160.00**
6323-00 Assessments (Master) HOA SF	**87,840.00**
6430-00 Pool Income	**5,900.00**
6460-00 TH Road Paving Capital Contribution	**20,000.00**
6480-00 Interest Earned	**1,400.00**
6935-00 Clubhouse rentals	**3,000.00**
Total Income	**$837,932.00**
Total OPERATING INCOME	**$837,932.00**
EXPENSES	
Expense	
7010-00 Management Fees	**87,000.00**
7020-00 Tax, Accounting & Audit Fees	**950.00**
7160-00 Collection and Legal Fees	**500.00**
7280-00 Insurance Premium	**30,000.00**
7400-00 Office Expenses	**30,000.00**
Total Expense	**$148,450.00**
Clubhouse	
8010-00 Clubhouse Supplies	**1,000.00**
8020-00 Clubhouse Maintenance & Repairs	**10,000.00**
Total Clubhouse	**$11,000.00**
Pool	
8110-00 Pool License	**400.00**
8120-00 Pool Chemicals	**1,000.00**
8130-00 Pool Supplies	**4,100.00**
8140-00 Pool Equipment & Furniture	**2,500.00**
8150-00 Pool Management	**79,000.00**
Total Pool	**$87,000.00**
Utilities	
8910-00 Cable	**4,500.00**
8923-00 Security/Alarm	**700.00**
8935-00 Common Area Electric	**48,000.00**
8950-00 Trash Removal	**150,000.00**
8960-00 Water	**4,000.00**
Total Utilities	**$207,200.00**
Maintenance	
9011-00 Tree Removal	**7,500.00**
9015-00 Snow Removal	**35,000.00**
9020-00 Grounds Maintenance	**151,358.00**
9110-00 Repair & Maintenance	**10,000.00**
9140-00 Road Repair	**5,000.00**
9150-00 Sidewalk Repair	**2,500.00**
9530-00 Storm Water Management	**25,000.00**
9610-00 Playground	**2,500.00**
9710-00 Tennis Courts	**2,000.00**
Total Maintenance	**$240,858.00**
Reserves	
9909-00 Reserve Transfer (A)	**73,785.00**
9920-00 Reserve Transfer - Townhouse	**69,639.00**

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Annual Budget Summary - Operating

Woodbridge Center Homeowners Association, Inc.

2025

Date:	8/9/2024
Time:	3:54 pm
Page:	2

Account	Total
Total Reserves	$143,424.00
Total OPERATING EXPENSE	$837,932.00
Net - Operating Totals	$0.00

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Eugene Schwandtner
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12/9/2024

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Financial Report Package

March FY2025

Prepared for

Woodbridge Center Homeowners Association, Inc.

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By

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*Denotes a financial account that is controlled by this Association. The information reported is sent from the Association's Treasurer, or other designated Officer and/or Board Member of the Association to the managing agent and is believed to be true and accurate at the time of this report. Neither InfoHOA or the managing agent have any custodial control of these funds and neither makes any guarantee or warranty that such funds actually exist. The funds reflected in this report are in no way guaranteed or insured by InfoHOA or the managing agent. No Fidelity Insurance, Professional Liability Insurance, Errors and Omissions Insurance, or any other insurance maintained by InfoHOA or the managing agent indemnifies financial accounts that are not in the custody of InfoHOA or the managing agent. This Association is a separate legal entity employing a managing agent and InfoHOA.

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Martin Cifone Digitally signed by Martin Cifone Date: 2025.04.11 09:37:44 -04'00'

Dawn Spanellis Digitally signed by Dawn Spanellis Date: 2025.04.11 14:39:08 -04'00'

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Balance Sheet - Operating

Woodbridge Center Homeowners Association, Inc.

End Date: 03/31/2025

Date: 4/9/2025
Time: 7:36 am

Assets		
Bank Accounts		
10-1031-00 Working Fund - EB - 3054 [N]	$179,987.50	
10-1115-00 Reserve Fund - BV - 0561	186,142.58	
10-1116-00 Reserve Fund - BV - 1503 - TH	119,658.55	
10-1117-00 Reserve Fund - BV - 8911 - RD Paving	144,830.91	
10-1118-00 Reserve Fund - BV - 7845 - 2	63,492.55	
Total Bank Accounts:		$694,112.09
Total Assets:		**$694,112.09**
Liabilities & Equity		
Other Current Liabilities		
30-3310-00 Prepaid Owner Assessment	198,707.47	
Total Other Current Liabilities:		$198,707.47
Equity		
55-5510-00 Retained Earnings	511,084.82	
Total Equity:		$511,084.82
Net Income Gain / Loss	(15,680.20)	
		($15,680.20)
Total Liabilities & Equity:		**$694,112.09**

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Income Statement - Operating

Woodbridge Center Homeowners Association, Inc.

03/31/2025

Date: 4/9/2025
Time: 7:36 am
Page: 1

Description	Current Period Actual	Current Period Budget	Current Period Variance	Year-to-date Actual	Year-to-date Budget	Year-to-date Variance	Annual Budget
OPERATING INCOME							
Income							
6310-00 Assessments	$2,145.58	$-	$2,145.58	$2,794.61	$-	$2,794.61	$-
6311-00 HOA Fees TH Expenses	21,138.48	-	21,138.48	108,018.65	105,248.00	2,770.65	420,992.00
6312-00 Assessments (Master) Condos	1,874.82	-	1,874.82	26,118.24	29,160.00	(3,041.76)	116,640.00
6322-00 Assessments (Master) HOA TH	6,180.97	-	6,180.97	39,871.27	45,540.00	(5,668.73)	182,160.00
6323-00 Assessments (Master) HOA SF	2,286.70	-	2,286.70	19,283.37	21,960.00	(2,676.63)	87,840.00
6430-00 Pool Income	-	491.67	(491.67)	-	1,475.01	(1,475.01)	5,900.00
6439-00 Late Fees	1,333.98	-	1,333.98	3,266.32	-	3,266.32	-
6443-00 Owner Interest	179.15	-	179.15	449.76	-	449.76	-
6460-00 TH Road Paving Capital Contribution	-	1,666.67	(1,666.67)	4,000.00	5,000.01	(1,000.01)	20,000.00
6480-00 Interest Earned	130.95	116.67	14.28	379.93	350.01	29.92	1,400.00
6935-00 Clubhouse rentals	-	250.00	(250.00)	-	750.00	(750.00)	3,000.00
Total Income	$35,270.63	$2,525.01	$32,745.62	$204,182.15	$209,483.03	($5,300.88)	$837,932.00
Total OPERATING INCOME	**$35,270.63**	**$2,525.01**	**$32,745.62**	**$204,182.15**	**$209,483.03**	**($5,300.88)**	**$837,932.00**
OPERATING EXPENSE							
Administrative							
7010-00 Management Fees	7,250.00	7,250.00	-	21,750.00	21,750.00	-	87,000.00
7020-00 Tax, Accounting & Audit Fees	-	79.17	79.17	-	237.51	237.51	950.00
7160-00 Collection and Legal Fees	-	41.67	41.67	2,082.93	125.01	(1,957.92)	500.00
7280-00 Insurance Premium	-	2,500.00	2,500.00	-	7,500.00	7,500.00	30,000.00
7400-00 Office Expenses	8,155.00	2,500.00	(5,655.00)	12,548.90	7,500.00	(5,048.90)	30,000.00
Total Administrative	$15,405.00	$12,370.84	($3,034.16)	$36,381.83	$37,112.52	$730.69	$148,450.00
Clubhouse							
8010-00 Clubhouse Supplies	-	83.33	83.33	-	249.99	249.99	1,000.00
8020-00 Clubhouse Maintenance & Repairs	-	833.33	833.33	5,975.00	2,499.99	(3,475.01)	10,000.00
Total Clubhouse	$-	$916.66	$916.66	$5,975.00	$2,749.98	($3,225.02)	$11,000.00
Pool							
8110-00 Pool License	-	33.33	33.33	-	99.99	99.99	400.00
8120-00 Pool Chemicals	-	83.33	83.33	-	249.99	249.99	1,000.00
8130-00 Pool Supplies	-	341.67	341.67	-	1,025.01	1,025.01	4,100.00
8140-00 Pool Equipment & Furniture	-	208.33	208.33	-	624.99	624.99	2,500.00
8150-00 Pool Management	19,683.00	6,583.33	(13,099.67)	20,053.00	19,749.99	(303.01)	79,000.00
Total Pool	$19,683.00	$7,249.99	($12,433.01)	$20,053.00	$21,749.97	$1,696.97	$87,000.00
Utilities							
8910-00 Cable	506.30	375.00	(131.30)	1,518.90	1,125.00	(393.90)	4,500.00
8923-00 Security/Alarm	79.34	58.33	(21.01)	79.34	174.99	95.65	700.00
8935-00 Common Area Electric	3,271.37	4,000.00	728.63	10,445.81	12,000.00	1,554.19	48,000.00
8950-00 Trash Removal	13,400.00	12,500.00	(900.00)	38,770.00	37,500.00	(1,270.00)	150,000.00
8960-00 Water	190.77	333.33	142.56	190.77	999.99	809.22	4,000.00
Total Utilities	$17,447.78	$17,266.66	($181.12)	$51,004.82	$51,799.98	$795.16	$207,200.00
Maintenance							
9011-00 Tree Removal	-	625.00	625.00	-	1,875.00	1,875.00	7,500.00
9015-00 Snow Removal	-	2,916.67	2,916.67	20,347.70	8,750.01	(11,597.69)	35,000.00
9020-00 Grounds Maintenance	17,000.00	12,613.17	(4,386.83)	86,100.00	37,839.51	(48,260.49)	151,358.00
9110-00 Repair & Maintenance	-	833.33	833.33	-	2,499.99	2,499.99	10,000.00
9140-00 Road Repair	-	416.67	416.67	-	1,250.01	1,250.01	5,000.00
9150-00 Sidewalk Repair	-	208.33	208.33	-	624.99	624.99	2,500.00
9530-00 Storm Water Management	-	2,083.33	2,083.33	-	6,249.99	6,249.99	25,000.00
9610-00 Playground	-	208.33	208.33	-	624.99	624.99	2,500.00
9710-00 Tennis Courts	-	166.67	166.67	-	500.01	500.01	2,000.00
Total Maintenance	$17,000.00	$20,071.50	$3,071.50	$106,447.70	$60,214.50	($46,233.20)	$240,858.00
Reserve Transfers							
9909-00 Reserve Transfer (A)	-	-	-	-	-	-	73,785.00
9920-00 Reserve Transfer - Townhouse	-	-	-	-	-	-	69,639.00
Total Reserve Transfers	$-	$-	$-	$-	$-	$0.00	$143,424.00

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Description	Current Period Actual	Current Period Budget	Current Period Variance	Year-to-date Actual	Year-to-date Budget	Year-to-date Variance	Annual Budget
Total OPERATING EXPENSE	$69,535.78	$57,875.65	($11,660.13)	$219,862.35	$173,626.95	($46,235.40)	$837,932.00
Net Income:	($34,265.15)	($55,350.64)	$21,085.49	($15,680.20)	$35,856.08	($51,536.28)	$0.00

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WOODBRIDGE CENTER COMMUNITY INFRASTRUCTURE STUDY

FREDERICK WARD ASSOCIATES

Prepared By:
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5 S. Main Street
Bel Air, Maryland 21014
Office: 443-371-9295
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William T. Baker, Jr., P.E.
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December 4, 2013

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Executive Summary

Frederick Ward Associates, Inc. (FWA) was retained to perform an infrastructure investigation and study to determine deficiency, recommendations for improvements, budget cost and program scheduling.

The goal of this study is to perform an infrastructure investigation of the Private Townhouse Roadways, the Pool/Club House, Pool and Pool Deck, Tennis Courts, adjacent parking areas, the two (2) Stormwater Management facilities, determine pavement restoration recommended methods, and provide a project budget and schedule for the Woodbridge Center Homeowners Association. The report of the findings and recommendation is to be used to plan a future pavement repair program.

The Private Townhouse Roadways include in the study are as follows: Acorn Ridge Court, Angel Valley Court, Angel Valley Court North, Apple Ridge Court, Clover Leaf Court, East Spring Meadow Court, Olive Branch Court, Olive Branch Court North, Sleepy Hollow Court, Valley Leaf Court, West Spring Meadow Court, and Pool Area Parking Lot.

The Stormwater Management Facilities that were investigated are located at Hanson Road and Magnolia Road, and at Hanson Road and Woodbridge Center Way.

In Process

The result of the investigation is the pavements are in various conditions of aging with a rating that ranges from poor to very good. This means that there are roadways that need to be repaved very soon to provide quality service and some roadways that can be patched to extend the service life until more extensive repaving is required. A restoration budget was prepared based on the recommendations for pavement patching and repaving methods of the roadways. The pavement budget cost was adjusted for the recommended time for the roadway project.

The above information included within this report includes current condition narrative, restoration recommendation, recommended time frame for each roadway project, budget cost estimates per roadway and supporting photos.

The investigation of the other infrastructure items did not reveal any major items that require extensive cost issues. The few items found are maintenance issues. However, the Pool/Club House and Pool Deck do not meet current Americans with Disabilities Act (ADA) requirements. Those items will be required to be addressed during future improvement projects at those locations.

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Scope of Study

The scope of the study is to perform an infrastructure investigation of the Private Townhouse roadways, the Pool/Club House, Pool and Pool Deck, Tennis Courts, adjacent parking areas and the 2 Stormwater Management facilities, determine pavement restoration recommended methods, project budget and schedule for the Woodbridge Center Homeowners Association. The report of the findings and recommendations are to be used to plan a future pavement repair program.

The Private Townhouse Roadways include in the study are as follows: Acorn Ridge Court, Angel Valley Court, Angel Valley Court North, Apple Ridge Court, Clover Leaf Court, East Spring Meadow Court, Olive Branch Court, Olive Branch Court North, Sleepy Hollow Court, Valley Leaf Court, West Spring Meadow Court, and Pool Area Parking Lot.

The other infrastructure items included in the study are as follows: Tennis Courts, Pool/Club House, Pool and Pool Deck, Stormwater Management Facility at Hanson Road and Magnolia Road, and Stormwater Management Facility at Hanson Road & Woodbridge Center Way.

For the study work, we utilized information contained within our files, the latest available public record information such as GIS data, and existing infrastructure drawings of record to compile current base maps for the roadways.

FWA staff preformed a field inspection of each roadway and infrastructure item to determine deficiencies, repair amount, and methods, recommendations and possible private and public utility failure from surface inspection.

FWA developed a restoration budget based on the recommendations for repairs and repaving method. The pavement budget cost was adjusted for the recommended time frame for the roadway project.

FWA has provided a recommended schedule for the roadway improvements due the current condition.

The above information was compiled in this report which included current condition narrative, repair and repaving recommendation, recommended time frame for each roadway project, budget cost estimates per roadway and infrastructure item and supporting photos.

FWA staff conducted several field visits during November 2013. The investigation included photographing of each roadway to provide an indication of pavement condition; field walked the private storm drain system to investigate the structure condition, observe any sink holes or undermined condition, and visited the Pool/Club House, Pool Deck, Tennis Courts and the two (2) Stormwater Management facilities.

FWA performed an investigation of the private storm drain pipes by a visual observation along the surface over the pipe alignment to look for ground depressions, sink holes or undermine condition which would indicate pipe condition issues. The inspection method will be based on visual observation.

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The FWA scope of services did not include existing pavement and sub-base testing, pavement section design, traffic study, detail engineering plans and/or design, removal type inspection and/or public water and sanitary lines and structures or other utilities.

General Discussion and Assumptions

The Private Townhouse Roadways were constructed during the late 1980s. The roadway pavement section, configuration, and grading were bases on a Private Townhouse Roadway design policy of Harford County at that time. The county policy was to allow less expensive construction methods to reduce the cost of the housing units. This made the roads a private roadway for the homeowner association to maintain and provide the future improvements.

The roadways were constructed with a 24 foot wide drive lane and an 18 foot wide perpendicular parking area. The pavement thickness is a 6 inch Graded Aggregated Stone Base, 2 inch Hot-Mix Asphalt Base Course and 1 inch Hot-Mix Asphalt Surface Course, curb is an Extruded Cement Concrete and sidewalk is 4 inch thick Cement Concrete. The storm drain system is private using inlets, manholes and pipes which discharge into the Harford County public system.

In Process

The original construction for the private townhouse roads is being set as the basis of this investigation and report.

The budget cost for each roadway is established to be a standalone project. The contingency amount on the project cost estimate is to address the cost for utility surface structures that need to be adjusted, pavement and curb painting and miscellaneous items not listed in the estimate. A cost escalation factor for inflation is set at 3% per year; however that factor could change due to economic issues beyond the control of this report.

The project cost can be reducing by combining roadway and/or scope of work projects such as just a curb and sidewalk contract, combining Construction Stakeout, Maintenance of Traffic cost, constructor's insurance and overhead cost. Also a detail scope of repairs will change the project cost by identifying specific items and amounts of work.

Project budget costs do not include Engineering Fees, Inspection fees and/or Testing of Material or Construction Fees.

The determining of pavement service life is based on professional opinion and the physical condition at the time of the investigation, the standard methods of construction of patching the existing pavement, typical maintenance of roadway such as cracking sealing and isolated pavement repairs, traffic volumes and type of vehicles, weather conditions, public and private utility condition and utility failures, snow and ice removal operation.

This report includes a spread sheet listing the roadways and the projected time frame period for patching and/or repaving. The actual time frame is the decision of the community leaders and funding conditions.

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Methodology for Patching and Repaving

Patch repair method of the roadway will be utilized to replace the 6 inch Graded Aggregate Stone Base where needed in the patching area to replace unsupported base course. The budget estimate has included 50% of the patching area to have the stone base course replace. The pavement repair will consist of 2 inch Hot-Mix Asphalt Base Course and 2 inch Hot-Mix Asphalt Surface Course. The utility structures will be adjusted to match the new surface elevation. The curb replacement will be Cement Concrete and utilizing wood and/or steel forms. The sidewalk replacement will be 4 inch Cement Concrete. The curb and sidewalk repair areas will be backfilled and the areas will receive topsoil and seed and mulch. The repaired pavement and curbs will receive the appropriate painting.

Repaving method will be after the patching method, curb and sidewalk replacement as stated above. The roadway will be crack sealed using a rubberized crack sealer/filler and adjustments to the utility structures to match new surface elevation. A 2 inch Hot-Mix Asphalt Surface Course will be placed, along the curb face the pavement will be milled 1 inch depth 4 feet wide to taper in the surface course without losing curb face. The pavement and curb will receive the appropriate painting.

In Process

Roadways

Acorn Ridge Court Investigation

Acorn Ridge Court is a dead end private roadway approximately 390 feet long. Its function is to serve as access to 32 townhouse units and provide parking spaces for those units.

The investigation reveals that the roadway is overall in good condition with the drive lane in fair condition and the parking areas in good condition, and with approximately 25% of the roadway surface area experiencing cracking and pavement distress. There is some pavement settling over utility lines which will need to be patched. The curb is in good condition with approximately 10% in need of replacement. The sidewalk is in good condition with some cracking and movement, with approximately 10% in need of replacement. There is 1 storm drain inlet that needs to be repaired.

Recommendation

It is recommended that the distressed pavement areas, curbing, sidewalk and storm drain system be repaired per the process identified in the Methodology for Patching and Repaving Section. This will extend the overall pavement for numerous years before the total roadway area needs to be repaved.

Cost and Service Life

The patching and repair items can be performed within a 3 to 4 year time frame at a budget cost of $37,200.00.The estimate has an escalation factor of 3 years.

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This process will then extend the roadway service life so that the total roadway will need to be repaved in 9 to12 years at a budget cost of $73,400.00. The estimate has an escalation factor of 10 years.

A detailed cost estimate is included within this report.

A schedule indicating cost per year per roadway is included within this report.

Angel Valley Court
Investigation

Angel Valley Court is a dead end with a loop end private roadway approximately 850 feet long. Its function is to serve as access to 59 townhouse units and provides parking spaces for those units.

The investigation reveals that the roadway is overall in poor condition with the drive lane in poor condition and the parking areas in poor condition. A approximately 47% of the roadway surface area experiencing cracking and pavement distress. The curb is in good condition with approximately 10% in need of replacement. The sidewalk is in good condition with some cracking and movement so approximately 10% needs to be replaced. There are 3 storm drain inlets that need to be repaired.

In Process

Recommendation

It is recommended that the total roadway be repaved and the distressed pavements areas, curbing, sidewalk and storm drain system be repaired per the process identified in the Methodology for Patching and Repaving Section.

Cost and Service Life

The total repaving can be performed within a 1 to 4 year time frame at a budget cost of $149,000.00.The estimate has an escalation factor of 2 years.

A detailed cost estimate is included within this report.

A schedule indicating cost per year per roadway is included within this report.

Angel Valley Court N.
Investigation

Angel Valley Court is a dead end with a Cul de Sac private roadway approximately 1,035 feet long. Its function is to serve as access to 42 townhouse units and provides parking spaces for those units.

The investigation reveals that the roadway is overall in fair condition with the drive lane in poor condition and the parking areas in good condition. Approximately 44% of the roadway surface area experiencing cracking and pavement distress. The curb is in good condition with approximately 10% in need of replacement. The sidewalk is in good condition with some cracking and movement so approximately 10% needs to be replaced.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Recommendation

It is recommended that the distressed pavements areas, curbing, and sidewalk be repaired per the process identified in the Methodology for Patching and Repaving Section. This will extend the overall pavement for numerous years before the total roadway area needs to be repaved.

Cost and Service Life

The patching and repair items can be performed within a 1 to 2 year time frame at a budget cost of $86,700.00.The estimate has an escalation factor of 1 year.

This process will then extend the roadway service life so that the total roadway will need to be repaved in a 5 to 8 years at a budget cost of $117,400.00. The estimate has an escalation factor of 7 years.

A detailed cost estimate is included within this report.

A schedule indicating cost per year per roadway is included within this report.

Apple Ridge Court Investigation

In Process

Apple Ridge Court is a dead end private roadway approximately 330 feet long. Its function is to serve as access to 27 townhouse units and provides parking spaces for those units.

The investigation reveals that the roadway is overall in poor condition with the drive lane in poor condition and the parking areas are in poor condition, with approximately 40% of the roadway surface area experiencing cracking and pavement distress. There is pavement settlement around sewer and manhole utility structures which to be patched. The curb is in good condition with approximately 10% in need of replacement. The sidewalk is in good condition with some cracking and movement so approximately 10% needs to be replaced.

Recommendation

It is recommended that the total roadway be repaved and that the distressed pavement areas, curbing, and sidewalk be repaired per the process identified in the Methodology for Patching and Repaving Section.

Cost and Service Life

The total repaving can be performed within a 1 to 4 year time frame at a budget cost of $60,200.00.The estimate has an escalation factor of 2 years.

A detailed cost estimate is included within this report.

A schedule indicating cost per year per roadway is included within this report.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Clover Leaf Court
Investigation

Clover Leaf Court is a through private roadway approximately 790 feet long. Its function is to serve as access to 60 townhouse units and provides parking spaces for those units.

The investigation reveals that the roadway is overall in good condition with the drive lane in good condition and the parking areas in very good condition. Approximately 15% of the roadway surface area experiencing cracking and pavement distress. The curb is in very good condition with approximately 5% in need of replacement. The sidewalk is in good condition with some cracking and movement so approximately 10% needs to be replaced. There are 2 storm drain inlets and 1 manhole that need to be repaired

Recommendation

It is recommended that the distressed pavements areas, curbing, sidewalk and storm drain system per the process identified in the Methodology for Patching and Repaving Section. This will extend the overall pavement for numerous years before the total roadway area needs to be repaved.

Cost and Service Life

In Process

The patching and repair items can be performed within a 5 to 6 year time frame at a budget cost of $65,200.00.The estimate has an escalation factor of 6 year.

This process will then extend the roadway service life so that the total roadway will need to be repaved in 12 years at a budget cost of $143,900.00. The estimate has an escalation factor of 12 years.

A detailed cost estimate is included within this report.

A schedule indicating cost per year per roadway is included within this report.

E. Spring Meadows Court
Investigation

E. Spring Meadow Court is a dead end with a loop end privale roadway approximately 875 feet long. Is function is to serve as access to 56 townhouse units and provide parking spaces for those units.

The investigation reveals that the roadway is overall in very good condition with the drive lane in very good condition and the parking areas in very good condition and with approximately 12% of the roadway surface area experiencing cracking and pavement distress. There is some pavement settling around some manholes which will need to be patched. The curb is in very good condition with approximately 5% in need of replacement. The sidewalk is in very good condition with some cracking and movement so approximately 5% needs to be replaced. There are 2 storm drain inlets and 1 manhole that need to be repaired.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Recommendation

It is recommended that the distressed pavements areas, curbing, sidewalk and storm drain system be repaired per the process identified in the Methodology for Patching and Repaving Section. This will extend the overall pavement for numerous years before the total roadway area needs to be repaved.

Cost and Service Life

The patching and repair items can be performed within a 5 to 6 year time frame at a budget cost of $30,500.00.The estimate has an escalation factor of 6 years.

This process will then extend the roadway service life so that the total roadway will need to be repaved in a 12 years at a budget cost of $98,300.00. The estimate has an escalation factor of 12 years.

A detailed cost estimate is included within this report.

A schedule indicating cost per year per roadway is included within this report.

Olive Branch Court Investigation

In Process

Olive Branch Court is a dead end with a loop end private roadway approximately 760 feet long. Its function is to serve as access to 45 townhouse units and provides parking spaces for those units.

The investigation reveals that the roadway is overall in fair condition with the drive lane in poor condition and the parking areas in fair condition and with approximately 31% of the roadway surface area experiencing cracking and pavement distress. The curb is in good condition with approximately 10% in need of replacement. The sidewalk is in good condition with some cracking and movement so approximately 10% needs to be replaced. There are 2 storm drain inlets that need to be repaired.

Recommendation

It is recommended that the distressed pavements areas, curbing, sidewalk and storm drain system be repaired per the process identified in the Methodology for Patching and Repaving Section. This will extend the overall pavement for numerous years before the total roadway area needs to be repaved.

Cost and Service Life

The patching and repair items can be performed within a 1 to 2 year time frame at a budget cost of $63,500.00.The estimate has an escalation factor of 1 year.

This process will then extend the roadway service life so that the total roadway will need to be repaved in a 5 to 8 years at a budget cost of $110,700.00. The estimate has an escalation factor of 7 years.

A detailed cost estimate is included within this report.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

A schedule indicating cost per year per roadway is included within this report.

Olive Branch Court N.
Investigation

Olive Branch Court N. is a dead end with a loop end private roadway approximately 466 feet long. Its function is to serve as access to 40 townhouse units and provide parking spaces for those units.

The investigation reveals that the roadway is overall in fair condition with the drive lane in fair condition and the parking areas in good condition and with approximately 16% of the roadway surface area experiencing cracking and pavement distress. The curb is in good condition with approximately 10% in need of replacement. The sidewalk is in good condition with some cracking and movement so approximately 10% needs to be replaced. There are 2 storm drain inlets and 2 manholes that need to be repaired.

Recommendation

It is recommended that the distressed pavements areas, curbing, sidewalk and storm drain system be repaired per the process identified in the Methodology for Patching and Repaving Section. This will extend the overall pavement for numerous years before the total roadway area needs to be repaved.

Cost and Service Life

The patching and repair items can be performed within a 3 to 4 year time frame at a budget cost of $38,200.00.The estimate has an escalation factor of 4 years.

This process will then extend the roadway service life so that the total roadway will need to be repaved in a 9 to12 years at a budget cost of $89,100.00. The estimate has an escalation factor of 10 years.

A detailed cost estimate is included within this report.

A schedule indicating cost per year per roadway is included within this report.

Sleepy Hollow Court
Investigation

Sleepy Hollow Court is a dead end private roadway approximately 330 feet long. Its function is to service as access to 21 townhouses units and provides parking spaces for those units.

The investigation reveals that the roadway is overall in poor condition with the drive lane in poor condition and the parking areas in poor condition and with approximately 42% of the roadway surface area experiencing cracking and pavement distress. There is some pavement settling over some utility lines which will need to be patched. The curb is in good condition with approximately 10% in need of replacement. The sidewalk is in good condition with some cracking and movement so approximately 10% needs to be

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replaced. There are 2 storm drain inlets that need to be repaired. There is a pedestrian ramp in a parking space that should be moved to a pedestrian walkway.

Recommendation

It is recommended that the total roadway be repaved and that the distressed pavements areas, curbing, sidewalk and storm drain system be repaired per the process identified in the Methodology for Patching and Repaving Section.

Cost and Service Life

The total repaving can be performed within a 1 to 3 year time frame at a budget cost of $59,800.00.The estimate has an escalation factor of 2 years.

A detailed cost estimate is included within this report.

A schedule indicating cost per year per roadway is included within this report.

Valley Leaf Court
Investigation

In Process

Valley Leaf Court is a dead end with a loop end private roadway approximately 870 feet long. Its function is to serve as access to 64 townhouse units and provides parking spaces for those units.

The investigation reveals that the roadway is overall in poor condition with the drive lane in poor condition and the parking areas in poor condition and with approximately 41% of the roadway surface area is experiencing cracking and pavement distress. There is pavement settling in the parking areas over the utility lines which will need to be patched. The curb is in good condition with approximately 10% in need of replacement. The sidewalk is in very poor condition with cracking and a lot of settlement behind the curb so approximately 50% needs to be replaced. There are 3 storm drain inlets that need to be repaired.

Recommendation

It is recommended that the total roadway be repaved and that the distressed pavements areas, curbing, sidewalk and storm drain system be repaired per the process identified in the Methodology for Patching and Repaving Section.

Cost and Service Life

The total repaving can be performed within a 1 to 3 year time frame at a budget cost of $174,500.00.The estimate has an escalation factor of 2 years.

A detailed cost estimate is included within this report.

A schedule indicating cost per year per roadway is included within this report.

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W. Spring Meadow Court Investigation

W. Spring Meadow Court is a dead end with a loop end private roadway approximately 920 feet long. Its function is to serve as access to 61 townhouse units and provide parking spaces for those units.

The investigation reveals that the roadway is overall in fair condition with the drive lane in poor condition and the parking areas in fair condition and with approximately 31% of the roadway surface area is experiencing cracking and pavement distress. There is some pavement settling around manholes that need to be patched. There are numerous utility cuts in the pavement. The curb is in good condition with approximately 10% in need of replacement. The sidewalk is in good condition with some cracking and movement so approximately 10% needs to be replaced. There is 1 storm drain inlet that needs to be repaired.

Recommendation

It is recommended that the distressed pavements areas, curbing, sidewalk and storm drain system be repaired per the process identified in the Methodology for Patching and Repaving Section. This will extend the overall pavement for numerous years before the total roadway area needs to be repaved.

In Process

Cost and Service Life

The patching and repair items can be performed within a 1 to 2 year time frame at a budget cost of $75,400.00.The estimate has an escalation factor of 2 years.

This process will then extend the roadway service life so that the total roadway will need to be repaved in a 5 to 8 years at a budget cost of $133,400.00. The estimate has an escalation factor of 7 years.

A detailed cost estimate is included within this report.

A schedule indicating cost per year per roadway is included within this report.

Pool/Club House Parking Lot Investigation

Pool/Club House Parking Lot is a dead end private roadway approximately 836 feet long. Its function is to serve as access to the Pool/Club House and the Tennis Courts and provides parking spaces for those units.

The investigation reveals that the roadway is overall in fair condition with the drive lane in poor condition and the parking areas in fair condition, with approximately 31% of the roadway surface area is experiencing cracking and pavement distress. There are 2 handicap ramps that need to be replaced and brought up to current ADA standards and requirements. The signage should also be brought up to current standards. The curb is in good condition with approximately 10% in need of replacement. The sidewalk is in

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good condition with some cracking and movement so approximately 10% needs to be replaced. There is 1 storm drain inlet that needs to be repaired.
There is located in the lower parking lot the remnants of old chain link fence posts that could cause damage to vehicle tires and be a tripping hazard that should be removed and the pavement patched

The ADA accessible path to the pool house and pool deck should be studied and brought into current ADA standards and requirements.

Recommendation

It is recommended that the distressed pavements areas, curbing, sidewalk and storm drain system be repaired per the process identified in the Methodology for Patching and Repaving Section. This will extend the overall pavement for numerous years before the total roadway area needs to be repaved.

Cost and Service Life

The patching and repair items can be performed within a 1 to 2 year time frame at a budget cost of $70,800.00.The estimate has an escalation factor of 2 years.

This process will then extend the roadway service life so that the total roadway will need to be repaved in a 5 to 8 years at a budget cost of $115,300.00. The estimate has an escalation factor of 7 years.

A detailed cost estimate is included within this report.

A schedule indicating cost per year per roadway is included within this report.

Tennis Courts

The Tennis Courts were recently resurfaced, a field inspection confirmed that the surface is in good condition. There is a small shallow depression between the court which holds water after a rain event. The water evaporates within several days.

There is a photo showing the depression in the photo section of this report.

It is recommended that corrective action would cause more issues by trying to patch the pavement; therefore the area should be noted for corrective action during a future resurfacing project of the courts.

Pool/Club House

The pool/club house appears to be in good condition, the structure does not show any movement and there is no cracking in the walls. The roof was recently replaced. The exterior finish is in good condition but does require some cleaning to remove some mildew stains. The windows and doors are in good condition except for the doors at the lower level to the women's, men's, and the pump/utility/storage room. The doors and frames are rusted and need to be replaced. A photo of the condition is in the photo

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section of this report. The landscaping is in good condition and is well maintained. The access path and egress to the pool house and the pool area does not comply with the current ADA requirements.

The interior appears to be in good condition. The tile floor at the main entrance has markings on it. The bathrooms are not in compliance ADA requirements.

The wood deck surface needs to be sanded and painted.

The pool was recently resurfaced and at the time of this investigation the pool was out of service with the pool cover in place. Therefore, there was no inspection performed. The cement concrete pool deck appears to be in good condition. There is some cracking of the concrete deck pavement; however, the cracks have been sealed which should provide several more years of quality service life before more extensive replacement is needed. The pool fence does require some replacement of some of the slates. There were screws installed to prevent the slates from coming out, however, the screws are now rusting. It is recommended that some slates from a less conspectuses area be used to repair the more visual spot since the replacement slates are not available for purchase, and the screws be replaced with rust proof screws to prevent rust stains. This action will provide a higher quality appearance until the fence is desired to be replaced.

In Process

Stormwater Management Facility @ Hanson Road and Magnolia Road

The SWM facility located at the northeast corner of Hanson Road and Magnolia Road is currently under construction. The construction completed so far appears to be in conformance with the approved plans. This opinion is based on field observation as there were no field measurements taken or received from the contractor.

It is recommended that the representatives from the community contact the agency that is overseeing the construction activity and the Harford County, Department of Public Works to be included in the punch list inspection and the Final Inspection. Also, the community should obtain a copy of the submitted Record Documents and provide comments prior to final approval. Plus, the community should retain a final copy of the Record Documents for their communities' records and to be used for future maintenance requirements.

The community should continue to provide the maintenance activity to extend the service life of the facility, continue communication with the Harford County Department of Public Works during the Tri-annual inspection of the facility and the completion of the corrective action per the inspection report will help prevent more expensive restoration work in the future.

Stormwater Management Facility @ Hanson Road and Woodbridge Center Way

The SWM facility located at the northwest corner of Hanson Road and Woodbridge Center Way appears to be in conformance to the current approved plans.

This opinion is based on field observation as there were no field measurements taken.

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It is recommended that the community should continue to provide the maintenance activity for that area to extend the service life of the facility, continue communication with the Harford County Department of Public Works during the Tri-annual inspection of the facility and the completion of the corrective action per the inspection report to help prevent more expensive restoration work in the future.

In Process

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Opinion of Probable Construction Cost

In Process

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

OPINION OF PROBABLE CONSTRUCTION COST

FREDERICK WARD ASSOCIATES, INC.
Architects/Engineers/Planners/Surveyors
(410) 838-7900 (410) 879-2090

DATE: November 26, 2013
PROJECT NAME: Woodbridge Center Community Infrastructure Study
LOCATION: Acorn Ridge Court - Patching
PREPARED BY: William Reker
REVIEWED BY:
DRAWING NO.:
SHEET 1 OF 1
(X) BUDGET ( ) PRELIMINARY ( ) FINAL

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
	MAINTENANCE OF TRAFFIC	1	LS	$3,000.00	$3,000.00
	CONSTRUCTION STAKEOUT	1	LS	$1,000.00	$1,000.00
	REMOVAL EXISITNG PAVEMENT	600	SY	$5.50	$3,300.00
	REMOVAL EXISITNG CURB	100	LF	$5.00	$500.00
	REMOVAL EXISITNG SIDEWALK	300	SF	$2.00	$600.00
	MILLING EXISITNG PAVEMENT 1" DEPTH	0	SY	$1.75	$0.00
	INLET PROTECTION	1	EA	$225.00	$225.00
	STABILISHED CONSTRUCTION ENTRANCE	85	SY	$28.00	$2,380.00
	INLET REPAIR	1	EA	$250.00	$250.00
	MANHOLE REPAIR	0	EA	$250.00	$0.00
	PIPE REPAIR	0	LF	$100.00	$0.00
	GRAVEL BASE COURSE 6" DEPTH	270	SY	$8.50	$2,295.00
	HOT MIX ASPHALT BASE COURSE - 2 "	540	SY	$9.00	$4,860.00
	HOT MIX ASPHALT SURFACE COURSE - 2"	540	SY	$10.00	$5,400.00
	CRACK SEAL		LF	$2.00	$0.00
	NEW CEMENT CONCRETE CURB	100	LF	$15.00	$1,500.00
	NEW 4' CEMENT CONCRETE SIDEWALK	300	SF	$5.50	$1,650.00
					$0.00
	SEED & MULCH	9	SY	$1.25	$11.25
	SUB-TOTAL				$26,971.25
	GENERAL CONDITIONS 6%				$1,618.28
	CONTIGENCY 20%				$5,394.25
	SUB-TOTAL				$33,983.78
	ESCALATION 3% PER YEAR	3	years		$3,151.21
	TOTAL				$37,134.99
	NOTES:			Project Budget	$38,000.00
	50% of patching area has new stone base				

In Process

Since the design professional has no control over the cost of labor, materials, or equipment, or over the contractor's method of determining prices, or over competitive bidding or market conditions, his opinions of probable construction cost provided for herein are made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. However, the design professional cannot and does not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared. If the owner wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

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OPINION OF PROBABLE CONSTRUCTION COST

FREDERICK WARD ASSOCIATES, INC.
Architects/Engineers/Planners/Surveyors
(410) 838-7900 (410) 879-2090

DATE: November 26, 2013
PROJECT NAME: Woodbridge Center Community Infrastructure Study

LOCATION: Acorn Ridge Court - Paving
PREPARED BY: William Baker
REVIEWED BY:
DRAWING NO.
SHEET 1 OF 1

(X) BUDGET ( ) PRELIMINARY ( ) FINAL

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
	MAINTENANCE OF TRAFFIC	1	LS	$3,000.00	$3,000.00
	CONSTRUCTION STAKEOUT	1	LS	$1,000.00	$1,000.00
	REMOVAL EXISITNG PAVEMENT	450	SY	$5.50	$2,475.00
	REMOVAL EXISITNG CURB	100	LF	$5.00	$500.00
	REMOVAL EXISITNG SIDEWALK	260	SF	$2.00	$520.00
	MILLING EXISITNG PAVEMENT 1" DEPTH	450	SY	$1.75	$787.50
	INLET PROTECTION	1	EA	$225.00	$225.00
	STABLISHED CONSTRUCTION ENTRANCE	85	SY	$28.00	$2,380.00
	INLET REPAIR	0	EA	$250.00	$0.00
	MANHOLE REPAIR	0	EA	$250.00	$0.00
	PIPE REPAIR	0	LF	$100.00	$0.00
	GRAVEL BASE COURSE 6" DEPTH	110	SY	$8.50	$935.00
	HOT MIX ASPHALT BASE COURSE - 2"	440	SY	$9.00	$3,960.00
	HOT MIX ASPHALT SURFACE COURSE - 2"	2170	SY	$10.00	$21,700.00
	CRACK SEAL	1460	LF	$2.00	$2,920.00
	NEW CEMENT CONCRETE CURB	100	LF	$15.00	$1,500.00
	NEW 4' CEMENT CONCRETE SIDEWALK	260	SF	$5.50	$1,430.00
	SEED & MULCH	8	SY	$1.25	$10.00
	SUB-TOTAL				**$43,342.50**
	GENERAL CONDITIONS 6%				$2,600.55
	CONTIGENCY 20%				$8,668.50
	SUB-TOTAL				$54,611.55
	ESCALATION 3% PER YEAR	10	years		$18,781.81
	TOTAL				**$73,393.36**
	NOTES:			**Project Budget**	**$74,000.00**
	20% pavement area is replaced, 5% need new stone base,10% new curb, 10% new sidewalk				

In Process

Since the design professional has no control over the cost of labor, materials, or equipment, or over the contractor's method of determining prices, or over competitive bidding or market conditions, his opinions of probable construction cost provided for herein are made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. However, the design professional cannot and does not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared. If the owner wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

OPINION OF PROBABLE CONSTRUCTION COST

FREDERICK WARD ASSOCIATES, INC.
Architects/Engineers/Planners/Surveyors
(410) 838-7900 (410) 879-2090

DATE: November 26, 2013
PROJECT NAME: Woodbridge Center Community Infrastructure Study
LOCATION: Angel Valley Court - Paving
SHEET 1 OF 1
PREPARED BY: William Baker
REVIEWED BY:
DRAWING NO.:
(X) BUDGET ( ) PRELIMINARY ( ) FINAL

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
	MAINTENANCE OF TRAFFIC	1	LS	$6,000.00	$6,000.00
	CONSTRUCTION STAKEOUT	1	LS	$1,000.00	$1,000.00
	REMOVAL EXISTING PAVEMENT	2060	SY	$5.50	$11,330.00
	REMOVAL EXISTING CURB	210	LF	$5.00	$1,050.00
	REMOVAL EXISTING SIDEWALK	800	SF	$2.00	$1,600.00
	MILLING EXISITING PAVEMENT 1" DEPTH	930	SY	$1.75	$1,627.50
	INLET PROTECTION	4	EA	$225.00	$900.00
	STABILISHED CONSTRUCTION ENTRANCE	85	SY	$28.00	$2,380.00
	INLET REPAIR	3	EA	$250.00	$750.00
	MANHOLLE REPAIR	0	EA	$250.00	$0.00
	PIPE REPAIR	0	LF	$100.00	$0.00
	GRAVEL BASE COURSE 6" DEPTH	1030	SY	$8.50	$8,755.00
	HOT MIX ASPHALT BASE COURSE - 2"	2060	SY	$9.00	$18,540.00
	HOT MIX ASPHALT SURFACE COURSE - 2"	4370	SY	$10.00	$43,700.00
	CRACK SEAL	3100	LF	$2.00	$6,200.00
	NEW CEMENT CONCRETE CURB	210	LF	$15.00	$3,150.00
	NEW 4' CEMENT CONCRETE SIDEWALK	800	SF	$5.50	$4,400.00
	SEED & MULCH	22	SY	$1.25	$27.50
	SUB-TOTAL				$111,410.00
	GENERAL CONDITIONS 6%				$6,684.60
	CONTIGENCY 20%				$22,282.00
	SUB-TOTAL				$140,376.60
	ESCALATION 3% PER YEAR	2	years		$8,548.93
	TOTAL				$148,925.53
	NOTES:			Project Budget	$149,000.00
	50% of patching area has new stone base				

In Process

Since the design professional has no control over the cost of labor, materials, or equipment, or over the contractor's method of determining prices, or over competitive bidding or market conditions, his opinions of probable construction cost provided for herein are made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. However, the design professional cannot and does not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared. If the owner wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

OPINION OF PROBABLE CONSTRUCTION COST

FREDERICK WARD ASSOCIATES, INC.
Architects/Engineers/Planners/Surveyors
(410) 838-7900 (410) 879-2090

DATE: November 26, 2013
PROJECT NAME: Woodbridge Center Community Infrastructure Study
LOCATION: Angel Valley Court N. - Patching
SHEET 1 OF 1
PREPARED BY: William Baker
REVIEWED BY:
DRAWING NO.:
(X) BUDGET ( ) PRELIMINARY ( ) FINAL

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE		TOTAL	
	MAINTENANCE OF TRAFFIC	1	LS	$4,500.00		$4,500.00	
	CONSTRUCTION STAKEOUT	1	LS	$1,000.00		$1,000.00	
	REMOVAL EXISITNG PAVEMENT	1770	SY	$5.50		$9,735.00	
	REMOVAL EXISITNG CURB	240	LF	$5.00		$1,200.00	
	REMOVAL EXISITNG SIDEWALK	360	SF	$2.00		$720.00	
	MILLING EXISITNG PAVEMENT 1" DEPTH	0	SY	$1.75		$0.00	
	INLET PROTECTION	2	EA	$225.00		$450.00	
	STABILIZED CONSTRUCTION ENTRANCE	85	SY	$28.00		$2,380.00	
	INLET REPAIR	0	EA	$250.00		$0.00	
	MANHOLE REPAIR	0	EA	$250.00		$0.00	
	PIPE REPAIR	0	LF	$100.00		$0.00	
	GRAVEL BASE COURSE 6" DEPTH	890	SY	$8.50		$7,565.00	
	HOT MIX ASPHALT BASE COURSE - 2"	1770	SY	$9.00		$15,930.00	
	HOT MIX ASPHALT SURFACE COURSE 2"	1770	SY	$10.00		$17,700.00	
	CRACK SEAL		LF	$2.00		$0.00	
	NEW CEMENT CONCRETE CURB	240	LF	$15.00		$3,600.00	
	NEW 4" CEMENT CONCRETE SIDEWALK	360	SF	$5.50		$1,980.00	
	SEED & MULCH	10	SY	$1.25		$12.50	
	SUB-TOTAL						$66,772.50
	GENERAL CONDITIONS 6%						$4,006.35
	CONTIGENCY 20%						$13,354.50
	SUB-TOTAL						$84,133.35
	ESCALATION 3% PER YEAR	1	years				$2,524.00
	TOTAL						$86,657.35
	NOTES:				Project Budget		$87,000.00
	50% of patching area has new stone base						

In Process

Since the design professional has no control over the cost of labor, materials, or equipment, or over the contractor's method of determining prices, or over competitive bidding or market conditions, his opinions of probable construction cost provided for herein are made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. However, the design professional cannot and does not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared. If the owner wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

OPINION OF PROBABLE CONSTRUCTION COST

FREDERICK WARD ASSOCIATES, INC.
Architects/Engineers/Planners/Surveyors
(410) 838-7900 (410) 879-2090

DATE: November 26, 2013
PROJECT NAME: Woodbridge Center Community Infrastructure Study
LOCATION: Angel Valley Court N. - Paving
SHEET 1 OF 1
PREPARED BY: William Baker
REVIEWED BY:
DRAWING NO.:
(X) BUDGET ( ) PRELIMINARY ( ) FINAL

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL	
	MAINTENANCE OF TRAFFIC	1	LS	$4,500.00	$4,500.00	
	CONSTRUCTION STAKEOUT	1	LS	$1,000.00	$1,000.00	
	REMOVAL EXISITNG PAVEMENT	200	SY	$5.50	$1,100.00	
	REMOVAL EXISITNG CURB	240	LF	$5.00	$1,200.00	
	REMOVAL EXISITNG SIDEWALK	360	SF	$2.00	$720.00	
	MILLING EXISITNG PAVEMENT 1" DEPTH	1070	SY	$1.75	$1,872.50	
	INLET PROTECTION	2	EA	$225.00	$450.00	
	STABLISHED CONSTRUCTION ENTRANCE	85	SY	$28.00	$2,380.00	
	INLET REPAIR	0	EA	$250.00	$0.00	
	MANHOLE REPAIR	0	EA	$250.00	$0.00	
	PIPE REPAIR	0	LF	$100.00	$0.00	
	GRAVEL BASE COURSE 6" DEPTH	200	SY	$8.50	$1,700.00	
	HOT MIX ASPHALT BASE COURSE - 2"	810	SY	$9.00	$7,290.00	
	HOT MIX ASPHALT SURFACE COURSE - 2"	4050	SY	$10.00	$40,500.00	
	CRACK SEAL	3600	LF	$2.00	$7,200.00	
	NEW CEMENT CONCRETE CURB	240	LF	$15.00	$3,600.00	
	NEW 4' CEMENT CONCRETE SIDEWALK	360	SF	$5.50	$1,980.00	
	SEED & MULCH	10	SY	$1.25	$12.50	
	SUB-TOTAL					$75,505.00
	GENERAL CONDITIONS 6%					$4,530.30
	CONTIGENCY 20%					$15,101.00
	SUB-TOTAL					$95,136.30
	ESCALATION 3% PER YEAR	7	years			$21,869.35
	TOTAL					**$117,005.65**
	NOTES:				**Project Budget**	**$118,000.00**
	20% pavement area is replaced, 5% need new stone base,10% new curb, 10% new sidewalk					

In Process

Since the design professional has no control over the cost of labor, materials, or equipment, or over the contractor's method of determining prices, or over competitive bidding or market conditions, his opinions of probable construction cost provided for herein are made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. However, the design professional cannot and does not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared. If the owner wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

OPINION OF PROBABLE CONSTRUCTION COST

FREDERICK WARD ASSOCIATES, INC.
Architects/Engineers/Planners/Surveyors
(410) 838-7900 (410) 879-2090

DATE: November 26, 2013
PROJECT NAME: Woodbridge Center Community Infrastructure Study

LOCATION: Apple Ridge Court - Paving
PREPARED BY: William Baker
REVIEWED BY:
DRAWING NO.:
SHEET 1 OF 1
(X) BUDGET ( ) PRELIMINARY ( ) FINAL

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
	MAINTENANCE OF TRAFFIC	1	LS	$3,000.00	$3,000.00
	CONSTRUCTION STAKEOUT	1	LS	$1,000.00	$1,000.00
	REMOVAL EXISITNG PAVEMENT	720	SY	$5.50	$3,960.00
	REMOVAL EXISITNG CURB	80	LF	$5.00	$400.00
	REMOVAL EXISITNG SIDEWALK	230	SF	$2.00	$460.00
	MILLING EXISITNG PAVEMENT 1" DEPTH	360	SY	$1.75	$630.00
	INLET PROTECTION	1	EA	$225.00	$225.00
	STABLISHED CONSTRUCTION ENTRANCE	85	SY	$28.00	$2,380.00
	INLET REPAIR	0	EA	$250.00	$0.00
	MANHOLE REPAIR	0	EA	$250.00	$0.00
	PIPE REPAIR	0	LF	$100.00	$0.00
	GRAVEL BASE COURSE 6" DEPTH	360	SY	$8.50	$3,060.00
	HOT MIX ASPHALT BASE COURSE - 2"	720	SY	$9.00	$6,480.00
	HOT MIX ASPHALT SURFACE COURSE - 2"	1850	SY	$10.00	$18,500.00
	CRACK SEAL	1225	LF	$2.00	$2,450.00
					$0.00
	NEW CEMENT CONCRETE CURB	80	LF	$15.00	$1,200.00
	NEW 4" CEMENT CONCRETE SIDEWALK	230	SF	$5.50	$1,265.00
	SEED & MULCH	7	SY	$1.25	$8.75
	SUB-TOTAL				$45,018.75
	GENERAL CONDITIONS 6%				$2,701.13
	CONTIGUNCY 20%				$9,003.75
	SUB-TOTAL				$56,723.63
	ESCALATION 3% PER YEAR	2	years		$3,454.47
	TOTAL				$60,178.09
	NOTES:			Project Budget	$61,000.00
	50% of patching area has new stone base				

In Process

Since the design professional has no control over the cost of labor, materials, or equipment, or over the contractor's method of determining prices, or over competitive bidding or market conditions, his opinions of probable construction cost provided for herein are made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. However, the design professional cannot and does not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared. If the owner wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

OPINION OF PROBABLE CONSTRUCTION COST

FREDERICK WARD ASSOCIATES, INC.
Architects/Engineers/Planners/Surveyors
(410) 838-7900 (410) 879-2090

DATE: November 26, 2013
PROJECT NAME: Woodbridge Center Community Infrastructure Study
LOCATION: Clover Leaf Court - Patching
SHEET 1 OF 1
PREPARED BY: William Baker
DRAWING NO.:
REVIEWED BY:
(X) BUDGET ( ) PRELIMINARY ( ) FINAL

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
	MAINTENANCE OF TRAFFIC	1	LS	$3,000.00	$3,000.00
	CONSTRUCTION STAKEOUT	1	LS	$1,000.00	$1,000.00
	REMOVAL EXISTING PAVEMENT	650	SY	$5.50	$3,575.00
	REMOVAL EXISTING CURB	100	LF	$5.00	$500.00
	REMOVAL EXISTING SIDEWALK	400	SF	$2.00	$800.00
	MILLING EXISTING PAVEMENT 1" DEPTH		SY	$1.75	$0.00
	INLET PROTECTION	4	EA	$225.00	$900.00
	STABLISHED CONSTRUCTION ENTRANCE	85	SY	$28.00	$2,380.00
	INLET REPAIR	2	EA	$250.00	$500.00
	MANHOLE REPAIR	1	EA	$250.00	$250.00
	PIPE REPAIR	0	LF	$100.00	$0.00
	GRAVEL BASE COURSE 6" DEPTH	325	SY	$8.50	$2,762.50
	HOT MIX ASPHALT BASE COURSE - 2"	650	SY	$9.00	$5,850.00
	HOT MIX ASPHALT SURFACE COURSE - 2"	650	SY	$10.00	$6,500.00
	CRACK SEAL	5800	LF	$2.00	$11,600.00
	NEW CEMENT CONCRETE CURB	100	LT	$15.00	$0.00
	NEW 4' CEMENT CONCRETE SIDEWALK	400	SF	$5.50	$1,500.00
	SEED & MULCH	12	SY	$1.25	$2,200.00
	SUB-TOTAL				$15.00
	GENERAL CONDITIONS 6%				$43,332.50
	CONTIGENCY 20%				$2,599.95
	SUB-TOTAL				$8,666.50
	ESCALATION 3% PER YEAR	6	years		$54,598.95
	TOTAL				$10,595.05
	NOTES:				$65,194.00
	50% of patching area has new stone base			Project Budget	$66,000.00

In Process

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Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

OPINION OF PROBABLE CONSTRUCTION COST

FREDERICK WARD ASSOCIATES, INC.
Architects/Engineers/Planners/Surveyors
(410) 838-7900 (410) 879-2090

DATE: November 26, 2013
PROJECT NAME: Woodbridge Center Community Infrastructure Study

LOCATION: Clover Leaf Court - Paving
PREPARED BY: William Baker
REVIEWED BY:
DRAWING NO.:
SHEET 1 OF 1

(X) BUDGET ( ) PRELIMINARY ( ) FINAL

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
	MAINTENANCE OF TRAFFIC	1	LS	$4,500.00	$4,500.00
	CONSTRUCTION STAKEOUT	1	LS	$1,000.00	$1,000.00
	REMOVAL EXISITNG PAVEMENT	870	SY	$5.50	$4,785.00
	REMOVAL EXISITNG CURB	200	LF	$5.00	$1,000.00
	REMOVAL EXISITNG SIDEWALK	510	SF	$2.00	$1,020.00
	MILLING EXISITNG PAVEMENT 1" DEPTH	0	SY	$1.75	$0.00
	INLET PROTECTION	4	EA	$225.00	$900.00
	STABILISED CONSTRUCTION ENTRANCE	85	SY	$28.00	$2,380.00
	INLET REPAIR	0	EA	$250.00	$0.00
	MANHOLLE REPAIR	0	EA	$250.00	$0.00
	PIPE REPAIR	0	LF	$100.00	$0.00
	GRAVEL BASE COURSE 6" DEPTH	220	SY	$8.50	$1,870.00
	HOT MIX ASPHALT BASE COURSE - 2"	870	SY	$9.00	$7,830.00
	HOT MIX ASPHALT SURFACE COURSE - 2"	4320	SY	$10.00	$43,200.00
	CRACK SEAL	2900	LF	$2.00	$5,800.00
	NEW CEMENT CONCRETE CURB	200	LT	$15.00	$0.00
	NEW 4" CEMENT CONCRETE SIDEWALK	510	SF	$5.50	$3,000.00
	SEED & MULCH	14	SY	$1.25	$17.50
	SUB-TOTAL				$80,107.50
	GENERAL CONDITIONS 6%				$4,806.45
	CONTIGENCY 20%				$16,021.50
	SUB-TOTAL				$100,935.45
	ESCALATION 3% PER YEAR	12	years		$42,974.37
	TOTAL				$143,909.82
	NOTES:			Project Budget	$144,000.00
	20% pavement area is replaced, 5% need new stone base,10% new curb, 10% new sidewalk				

In Process

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Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

OPINION OF PROBABLE CONSTRUCTION COST

FREDERICK WARD ASSOCIATES, INC.
Architects/Engineers/Planners/Surveyors
(410) 838-7900 (410) 879-2090

DATE: November 26, 2013
PROJECT NAME: Woodbridge Center Community Infrastructure Study
LOCATION: E. Spring Meadow Court - Patching
PREPARED BY: William Baker
REVIEWED BY:
SHEET 1 OF 1
DRAWING NO.:
(X) BUDGET ( ) PRELIMINARY ( ) FINAL

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
	MAINTENANCE OF TRAFFIC	1	LS	$3,000.00	$3,000.00
	CONSTRUCTION STAKEOUT	1	LS	$1,000.00	$1,000.00
	REMOVAL EXISITNG PAVEMENT	280	SY	$5.50	$1,540.00
	REMOVAL EXISITNG CURB	110	LF	$5.00	$550.00
	REMOVAL EXISITNG SIDEWALK	260	SF	$2.00	$520.00
	MILLING EXISITNG PAVEMENT 1" DEPTH	0	SY	$1.75	$0.00
	INLET PROTECTION	4	EA	$225.00	$900.00
	STABLISHED CONSTRUCTION ENTRANCE	85	SY	$28.00	$2,380.00
	INLET REPAIR	2	EA	$250.00	$500.00
	MANHOLE REPAIR	1	EA	$250.00	$250.00
	PIPE REPAIR	0	LF	$100.00	$0.00
	GRAVEL BASE COURSE 6" DEPTH	140	SY	$8.50	$1,190.00
	HOT MIX ASPHALT BASE COURSE - 2"	280	SY	$9.00	$2,520.00
	HOT MIX ASPHALT SURFACE COURSE - 2"	280	SY	$10.00	$2,800.00
	CRACK SEAL		LF	$2.00	$0.00
	NEW CEMENT CONCRETE CURB	110	LF	$15.00	$0.00
	NEW 4' CEMENT CONCRETE SIDEWALK	260	SF	$5.50	$1,650.00
	SEED & MULCH	8	SY	$1.25	$10.00
	SUB-TOTAL				$20,240.00
	GENERAL CONDITIONS 6%				$1,214.40
	CONTIGENCY 20%				$4,048.00
	SUB-TOTAL				$25,502.40
	ESCALATION 3% PER YEAR	6	years		$4,948.80
	TOTAL				$30,451.20
	NOTES:			Project Budget	$31,000.00
	50% of patching area has new storm base				

In Process

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Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

OPINION OF PROBABLE CONSTRUCTION COST

FREDERICK WARD ASSOCIATES, INC.
Architects/Engineers/Planners/Surveyors
(410) 838-7900 (410) 879-2090

DATE: November 26, 2013
PROJECT NAME: Woodbridge Center Community Infrastructure Study
LOCATION: E. Spring Meadow Court - Paving
SHEET 1 OF 1
PREPARED BY: William Baker
DRAWING NO.:
REVIEWED BY:
(X) BUDGET ( ) PRELIMINARY ( ) FINAL

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
	MAINTENANCE OF TRAFFIC	1	LS	$3,000.00	$3,000.00
	CONSTRUCTION STAKEOUT	1	LS	$1,000.00	$1,000.00
	REMOVAL EXISITNG PAVEMENT	470	SY	$5.50	$2,585.00
	REMOVAL EXISITNG CURB	210	LF	$5.00	$1,050.00
	REMOVAL EXISITNG SIDEWALK	520	SF	$2.00	$1,040.00
	MILLING EXISITNG PAVEMENT 1" DEPTH	940	SY	$1.75	$1,645.00
	INLET PROTECTION	4	EA	$225.00	$900.00
	STABLISHED CONSTRUCTION ENTRANCE	85	SY	$28.00	$2,380.00
	INLET REPAIR	0	EA	$250.00	$0.00
	MANHOLE REPAIR	0	EA	$250.00	$0.00
	PIPE REPAIR	0	LF	$100.00	$0.00
	GRAVEL BASE COURSE 6" DEPTH	120	SY	$8.50	$1,020.00
	HOT MIX ASPHALT BASE COURSE - 2"	470	SY	$9.00	$4,230.00
	HOT MIX ASPHALT SURFACE COURSE 2"	2350	SY	$10.00	$23,500.00
	CRACK SEAL	3150	LF	$2.00	$6,300.00
	NEW CEMENT CONCRETE CURB	210	LT	$15.00	$3,150.00
	NEW 4' CEMENT CONCRETE SIDEWALK	520	SF	$5.50	$2,860.00
	SEED & MULCH	15	SY	$1.25	$18.75
	SUB-TOTAL				$54,678.75
	GENERAL CONDITIONS 6%				$3,280.73
	CONTIGLINCY 20%				$10,935.75
	SUB-TOTAL				$68,895.23
	ESCALATION 3% PER YEAR	12	years		$29,332.89
	TOTAL				$98,228.12
	NOTES:			Project Budget	$99,000.00
	20% pavement area is replaced, 5% need new stone base, 10% new curb, 10% new sidewalk				

In Process

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Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

OPINION OF PROBABLE CONSTRUCTION COST

FREDERICK WARD ASSOCIATES, INC.
Architects/Engineers/Planners/Surveyors
(410) 838-7900 (410) 879-2090

DATE: November 26, 2013
PROJECT NAME: Woodbridge Center Community Infrastructure Study
LOCATION: Olive Branch Court - Patching
SHEET 1 OF 1
PREPARED BY: William Baker
REVIEWED BY:
DRAWING NO.:
(X) BUDGET ( ) PRELIMINARY ( ) FINAL

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL	
	MAINTENANCE OF TRAFFIC	1	LS	$3,000.00	$3,000.00	
	CONSTRUCTION STAKEOUT	1	LS	$1,000.00	$1,000.00	
	REMOVAL EXISITNG PAVEMENT	1120	SY	$5.50	$6,160.00	
	REMOVAL EXISITNG CURB	190	LF	$5.00	$950.00	
	REMOVAL EXISITNG SIDEWALK	740	SF	$2.00	$1,480.00	
	MILLING EXISITNG PAVEMENT 1" DEPTH	0	SY	$1.75	$0.00	
	INLET PROTECTION	2	EA	$225.00	$450.00	
	STABILISHED CONSTRUCTION ENTRANCE	85	SY	$28.00	$2,380.00	
	INLET REPAIR	2	EA	$250.00	$500.00	
	MANHOLE REPAIR	0	EA	$250.00	$0.00	
	PIPE REPAIR	0	LF	$100.00	$0.00	
	GRAVEL BASE COURSE 6" DEPTH	560	SY	$8.50	$4,760.00	
	HOT MIX ASPHALT BASE COURSE - 2"	1120	SY	$9.00	$10,080.00	
	HOT MIX ASPHALT SURFACE COURSE - 2"	1120	SY	$10.00	$11,200.00	
	CRACK SEAL		LF	$2.00	$0.00	
					$0.00	
	NEW CEMENT CONCRETE CURB	190	LT	$15.00	$2,850.00	
	NEW 4' CEMENT CONCRETE SIDEWALK	740	SF	$5.50	$4,070.00	
	SEED & MULCH	21	SY	$1.25	$26.25	
	SUB-TOTAL					$48,906.25
	GENERAL CONDITIONS 6%					$2,934.38
	CONTIGENCY 20%					$9,781.25
	SUB-TOTAL					$61,621.88
	ESCALATION 3% PER YEAR	1	years			$1,848.66
	TOTAL					$63,470.53
	NOTES:			Project Budget		$64,000.00
	50% of patching area has new stone base					

In Process

Since the design professional has no control over the cost of labor, materials, or equipment, or over the contractor's method of determining prices, or over competitive bidding or market conditions, his opinions of probable construction cost provided for herein are made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. However, the design professional cannot and does not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared. If the owner wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

OPINION OF PROBABLE CONSTRUCTION COST

FREDERICK WARD ASSOCIATES, INC.
Architects/Engineers/Planners/Surveyors
(410) 838-7900 (410) 879-2090

DATE: November 26, 2013
PROJECT NAME: Woodbridge Center Community Infrastructure Study
LOCATION: Olive Branch Court - Paving
SHEET 1 OF 1
PREPARED BY: William Baker
REVIEWED BY:
DRAWING NO.:
(X) BUDGET ( ) PRELIMINARY ( ) FINAL

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
	MAINTENANCE OF TRAFFIC	1	LS	$4,500.00	$4,500.00
	CONSTRUCTION STAKEOUT	1	LS	$1,000.00	$1,000.00
	REMOVAL EXISTING PAVEMENT	730	SY	$5.50	$4,015.00
	REMOVAL EXISTING CURB	190	LF	$5.00	$950.00
	REMOVAL EXISTING SIDEWALK	500	SF	$2.00	$1,000.00
	MILLING EXISTING PAVEMENT 1" DEPTH	820	SY	$1.75	$1,435.00
	INLET PROTECTION	2	EA	$225.00	$450.00
	STABLISHED CONSTRUCTION ENTRANCE	85	SY	$28.00	$2,380.00
	INLET REPAIR	0	EA	$250.00	$0.00
	MANHOLE REPAIR	0	EA	$250.00	$0.00
	PIPE REPAIR	0	LF	$100.00	$0.00
	GRAVEL BASE COURSE 6" DEPTH	180	SY	$8.50	$1,530.00
	HOT MIX ASPHALT BASE COURSE - 2"	730	SY	$9.00	$6,570.00
	HOT MIX ASPHALT SURFACE COURSE - 2"	3640	SY	$10.00	$36,400.00
	CRACK SEAL	2800	LF	$2.00	$5,600.00
	NEW CEMENT CONCRETE CURB	190	LT	$15.00	$2,850.00
	NEW 4' CEMENT CONCRETE SIDEWALK	500	SF	$5.50	$2,750.00
	SEED & MULCH	14	SY	$1.25	$17.50
	SUB-TOTAL				**$71,447.50**
	CENTRAL CONDITIONS 6%				$4,286.85
	CONTIGENCY 20%				$14,289.50
	SUB-TOTAL				$90,023.85
	ESCALATION 3% PER YEAR	7	years		$20,694.13
	TOTAL				**$110,717.98**
	NOTES:			**Project Budget**	**$111,000.00**
	20% pavement area is replaced, 5% need new stone base,10% new curb, 10% new sidewalk				

In Process

Since the design professional has no control over the cost of labor, materials, or equipment, or over the contractor's method of determining prices, or over competitive bidding or market conditions, his opinions of probable construction cost provided for herein are made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. However, the design professional cannot and does not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared. If the owner wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

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OPINION OF PROBABLE CONSTRUCTION COST

FREDERICK WARD ASSOCIATES, INC.
Architects/Engineers/Planners/Surveyors
(410) 838-7900 (410) 879-2090

DATE: November 26, 2013
PROJECT NAME: Woodbridge Center Community Infrastructure Study
LOCATION: Olive Branch Court N. - Patching
PREPARED BY: William Baker
REVIEWED BY:
DRAWING NO.:
SHEET 1 OF 1
(X) BUDGET ( ) PRELIMINARY ( ) FINAL

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL	
	MAINTENANCE OF TRAFFIC	1	LS	$3,000.00	$3,000.00	
	CONSTRUCTION STAKEOUT	1	LS	$1,000.00	$1,000.00	
	REMOVAL EXISITNG PAVEMENT	440	SY	$5.50	$2,420.00	
	REMOVAL EXISITNG CURB	115	LF	$5.00	$575.00	
	REMOVAL EXISITNG SIDEWALK	490	SF	$2.00	$980.00	
	MILLING EXISITNG PAVEMENT 1" DEPTH	0	SY	$1.75	$0.00	
	INLET PROTECTION	4	EA	$225.00	$900.00	
	STABILISHED CONSTRUCTION ENTRANCE	85	SY	$28.00	$2,380.00	
	INLET REPAIR	2	EA	$250.00	$500.00	
	MANHOLLE RPAIR	2	EA	$250.00	$500.00	
	PIPE REPAIR	0	LF	$100.00	$0.00	
	GRAVEL BASE COURSE 6" DEPTH	220	SY	$8.50	$1,870.00	
	HOT MIX ASPHALT BASE COURSE - 2"	440	SY	$9.00	$3,960.00	
	HOT MIX ASPHALT SURFACE COURSE - 2"	440	SY	$10.00	$4,400.00	
	CRACK SEAL		LF	$2.00	$0.00	
	NEW CEMENT CONCRETE CURB	115	LF	$15.00	$0.00	
	NEW 4" CEMENT CONCRETE SIDEWALK	490	SF	$5.50	$1,725.00	
	SEED & MULCH	14	SY	$1.25	$2,695.00	
					$17.50	
	SUB-TOTAL					$26,922.50
	GENERAL CONDITIONS 6%					$1,615.35
	CONTIGENCY 20%					$5,384.50
	SUB-TOTAL					$33,922.35
	ESCALATION 3% PER YEAR	4	years			$4,257.55
	TOTAL					$38,179.90
	NOTES:				Project Budget	$39,000.00
	50% of patching area has new stone base					

In Process

Since the design professional has no control over the cost of labor, materials, or equipment, or over the contractor's method of determining prices, or over competitive bidding or market conditions, his opinions of probable construction cost provided for herein are made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. However, the design professional cannot and does not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared. If the owner wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

OPINION OF PROBABLE CONSTRUCTION COST

FREDERICK WARD ASSOCIATES, INC.
Architects/Engineers/Planners/Surveyors
(410) 838-7900 (410) 879-2090

DATE: November 26, 2013
PROJECT NAME: Woodbridge Center Community Infrastructure Study

LOCATION: Olive Branch Court N. - Paving
PREPARED BY: William Baker
REVIEWED BY:
SHEET 1 OF 1
DRAWING NO.:
(X) BUDGET ( ) PRELIMINARY ( ) FINAL

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
	MAINTENANCE OF TRAFFIC	1	LS	$3,000.00	$3,000.00
	CONSTRUCTION STAKEOUT	1	LS	$1,000.00	$1,000.00
	REMOVAL EXISITNG PAVEMENT	540	SY	$5.50	$2,970.00
	REMOVAL EXISITNG CURB	120	LF	$5.00	$600.00
	REMOVAL EXISITNG SIDEWALK	325	SF	$2.00	$650.00
	MILLING EXISITNG PAVEMENT 1" DEPTH	510	SY	$1.75	$892.50
	INLET PROTECTION	4	EA	$225.00	$900.00
	STABLISHED CONSTRUCTION ENTRANCE	85	SY	$28.00	$2,380.00
	INLET REPAIR	0	EA	$250.00	$0.00
	MANHOLE REPAIR	0	EA	$250.00	$0.00
	PIPE REPAIR	0	LF	$100.00	$0.00
	GRAVEL BASE COURSE 6" DEPTH	140	SY	$8.50	$1,190.00
	HOT MIX ASPHALT BASE COURSE - 2"	540	SY	$9.00	$4,860.00
	HOT MIX ASPHALT SURFACE COURSE 2"	2710	SY	$10.00	$27,100.00
	CRACK SEAL	1725	LF	$2.00	$3,450.00
	NEW CEMENT CONCRETE CURB	120	LF	$15.00	$1,800.00
	NEW 4' CEMENT CONCRETE SIDEWALK	325	SF	$5.50	$1,787.50
	SEED & MULCH	9	SY	$1.25	$11.25
	SUB-TOTAL				$52,591.25
	GENERAL CONDITIONS 6%				$3,155.48
	CONTIGENCY 20%				$10,518.25
	SUB-TOTAL				$66,264.98
	ESCALATION 3% PER YEAR	10	years		$22,789.61
	TOTAL				$89,054.59
	NOTES:			Project Budget	$90,000.00
	20% pavement area is replaced, 5% need new stone base,10% new curb, 10% new sidewalk				

In Process

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Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

OPINION OF PROBABLE CONSTRUCTION COST

FREDERICK WARD ASSOCIATES, INC.
Architects/Engineers/Planners/Surveyors
(410) 838-7900 (410) 879-2090

DATE: November 26, 2013
PROJECT NAME: Woodbridge Center Community Infrastructure Study
LOCATION: Sleepy Hollow Court - Paving
PREPARED BY: William Baker
REVIEWED BY:
SHEET 1 OF 1
DRAWING NO.:
(X) BUDGET ( ) PRELIMINARY ( ) FINAL

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
	MAINTENANCE OF TRAFFIC	1	LS	$3,000.00	$3,000.00
	CONSTRUCTION STAKEOUT	1	LS	$1,000.00	$1,000.00
	REMOVAL EXISITNG PAVEMENT	700	SY	$5.50	$3,850.00
	REMOVAL EXISITNG CURB	125	LF	$5.00	$625.00
	REMOVAL EXISITNG SIDEWALK	280	SF	$2.00	$560.00
	MILLING EXISITNG PAVEMENT 1" DEPTH	370	SY	$1.75	$647.50
	INLET PROTECTION	2	EA	$225.00	$450.00
	STABILIZED CONSTRUCTION ENTRANCE	85	SY	$28.00	$2,380.00
	INLET REPAIR	2	EA	$250.00	$500.00
	MANHOLE REPAIR	0	EA	$250.00	$0.00
	PIPE REPAIR	0	LF	$100.00	$0.00
	GRAVEL BASE COURSE 6" DEPTH	350	SY	$8.50	$2,975.00
	HOT MIX ASPHALT BASE COURSE - 2"	700	SY	$9.00	$6,300.00
	HOT MIX ASPHALT SURFACE COURSE - 2"	1650	SY	$10.00	$16,500.00
	CRACK SEAL	1250	LF	$2.00	$2,500.00
	NEW CEMENT CONCRETE CURB	125	LF	$15.00	$0.00
	NEW 4' CEMENT CONCRETE SIDEWALK	280	SF	$5.50	$1,875.00
	SEED & MULCH	8	SY	$1.25	$10.00
	SUB-TOTAL				$44,712.50
	GENERAL CONDITIONS 6%				$2,682.75
	CONTIGENCY 20%				$8,942.50
	SUB-TOTAL				$56,337.75
	ESCALATION 3% PER YEAR	2	years		$3,430.97
	TOTAL				$59,768.72
	NOTES:			Project Budget	$60,000.00
	50% of patching area has new stone base				

In Process

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Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

OPINION OF PROBABLE CONSTRUCTION COST

FREDERICK WARD ASSOCIATES, INC.
Architects/Engineers/Planners/Surveyors
(410) 838-7900 (410) 879-2090

DATE: November 26, 2013
PROJECT NAME: Woodbridge Center Community Infrastructure Study
LOCATION: Valley Leaf Court - Paving
SHEET 1 OF 1
PREPARED BY: William Baker
DRAWING NO.:
REVIEWED BY:
(X) BUDGET ( ) PRELIMINARY ( ) FINAL

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
	MAINTENANCE OF TRAFFIC	1	LS	$6,000.00	$6,000.00
	CONSTRUCTION STAKEOUT	1	LS	$1,000.00	$1,000.00
	REMOVAL EXISITNG PAVEMENT	1960	SY	$5.50	$10,780.00
	REMOVAL EXISITNG CURB	220	LF	$5.00	$1,100.00
	REMOVAL EXISITNG SIDEWALK	2900	SF	$2.00	$5,800.00
	MILLING EXISITING PAVEMENT 1" DEPTH	950	SY	$1.75	$1,662.50
	INLET PROTECTION	7	EA	$225.00	$1,575.00
	STABILISHED CONSTRUCTION ENTRANCE	85	SY	$28.00	$2,380.00
	INLET REPAIR	3	EA	$250.00	$750.00
	MANHOLE REPAIR	0	EA	$250.00	$0.00
	PIPE REPAIR	0	LF	$100.00	$0.00
	GRAVEL BASE COURSE 6" DEPTH	980	SY	$8.50	$8,330.00
	HOT MIX ASPHALT BASE COURSE - 2"	1960	SY	$9.00	$17,640.00
	HOT MIX ASPHALT SURFACE COURSE - 2"	4770	SY	$10.00	$47,700.00
	CRACK SEAL	3210	LF	$2.00	$6,420.00
					$0.00
	NEW CEMENT CONCRETE CURB	220	LT	$15.00	$3,300.00
	NEW 4" CEMENT CONCRETE SIDEWALK	2900	SF	$5.50	$15,950.00
			5800		
	SEED & MULCH	80	SY	$1.25	$100.00
	SUB-TOTAL				**$130,487.50**
	GENERAL CONDITIONS 6%				$7,829.25
	CONTIGENCY 20%				$26,097.50
	SUB-TOTAL				$164,414.25
	ESCALATION 3% PER YEAR	2	years		$10,012.83
	TOTAL				**$174,427.08**
	NOTES:			Project Budget	**$175,000.00**
	50% of patching area has new stone base				

In Process

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Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

OPINION OF PROBABLE CONSTRUCTION COST

FREDERICK WARD ASSOCIATES, INC.
Architects/Engineers/Planners/Surveyors
(410) 838-7900 (410) 879-2090

DATE: November 26, 2013
PROJECT NAME: Woodbridge Center Community Infrastructure Study
LOCATION: W. Spring Meadow Court - Patching
SHEET 1 OF 1
PREPARED BY: William Baker
DRAWING NO.:
REVIEWED BY:
(X) BUDGET ( ) PRELIMINARY ( ) FINAL

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
	MAINTENANCE OF TRAFFIC	1	LS	$3,000.00	$3,000.00
	CONSTRUCTION STAKEOUT	1	LS	$1,000.00	$1,000.00
	REMOVAL EXISITNG PAVEMENT	1420	SY	$5.50	$7,810.00
	REMOVAL EXISITNG CURB	220	LF	$5.00	$1,100.00
	REMOVAL EXISITNG SIDEWALK	510	SF	$2.00	$1,020.00
	MILLING EXISITNG PAVEMENT 1" DEPTH	0	SY	$1.75	$0.00
	INLET PROTECTION	3	EA	$225.00	$675.00
	STABILIZED CONSTRUCTION ENTRANCE	85	SY	$28.00	$2,380.00
	INLET REPAIR	1	EA	$250.00	$250.00
	MANHOLE REPAIR	0	EA	$250.00	$0.00
	PIPE REPAIR	0	LF	$100.00	$0.00
	GRAVEL BASE COURSE 6" DEPTH	710	SY	$8.50	$6,035.00
	HOT MIX ASPHALT BASE COURSE - 2"	1420	SY	$9.00	$12,780.00
	HOT MIX ASPHALT SURFACE COURSE - 2"	1420	SY	$10.00	$14,200.00
	CRACK SEAL		LF	$2.00	$0.00
	NEW CEMENT CONCRETE CURB	220	LT	$15.00	$0.00
	NEW 4' CEMENT CONCRETE SIDEWALK	510	SF	$5.50	$3,300.00
	SEED & MULCH	14	SY	$1.25	$2,805.00
					$17.50
	SUB-TOTAL				$56,372.50
	GENERAL CONDITIONS 6%				$3,382.35
	CONTIGENCY 20%				$11,274.50
	SUB-TOTAL				$71,029.35
	ESCALATION 3% PER YEAR	2	years		$4,325.69
	TOTAL				$75,355.04
	NOTES:			Project Budget	$76,000.00
	50% of patching area has new stone base				

In Process

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Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

OPINION OF PROBABLE CONSTRUCTION COST

FREDERICK WARD ASSOCIATES, INC.
Architects/Engineers/Planners/Surveyors
(410) 838-7900 (410) 879-2090

DATE: November 26, 2013
PROJECT NAME: Woodbridge Center Community Infrastructure Study
LOCATION: W. Spring Meadow Court - Paving
PREPARED BY: William Baker
REVIEWED BY:
SHEET 1 OF 1
DRAWING NO.:
(X) BULKSHT ( ) PRELIMINARY ( ) FINAL

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
	MAINTENANCE OF TRAFFIC	1	LS	$4,500.00	$4,500.00
	CONSTRUCTION STAKEOUT	1	LS	$1,000.00	$1,000.00
	REMOVAL EXISITNG PAVEMENT	920	SY	$5.50	$5,060.00
	REMOVAL EXISITNG CURB	220	LF	$5.00	$1,100.00
	REMOVAL EXISITNG SIDEWALK	500	SF	$2.00	$1,000.00
	MILLING EXISITNG PAVEMENT 1" DEPTH	990	SY	$1.75	$1,715.00
	INLET PROTECTION	3	EA	$225.00	$675.00
	STABLISHED CONSTRUCTION ENTRANCE	85	SY	$28.00	$2,380.00
	INLET REPAIR	0	EA	$250.00	$0.00
	MANHOLLE REPAIR	0	EA	$250.00	$0.00
	PIPE REPAIR	0	LF	$100.00	$0.00
	GRAVEL BASE COURSE 6" DEPTH	230	SY	$8.50	$1,955.00
	HOT MIX ASPHALT BASE COURSE - 2"	920	SY	$9.00	$8,280.00
	HOT MIX ASPHALT SURFACE COURSE - 2"	4570	SY	$10.00	$45,700.00
	CRACK SEAL	3300	LF	$2.00	$6,600.00
	NEW CEMENT CONCRETE CURB	220	LT	$15.00	$3,300.00
	NEW 4' CEMENT CONCRETE SIDEWALK	500	SF	$5.50	$2,750.00
	SEED & MULCH	14	SY	$1.25	$17.50
	SUB-TOTAL				$86,032.50
	GENERAL CONDITIONS 6%				$5,161.95
	CONTIGENCY 20%				$17,206.50
	SUB-TOTAL				$108,400.95
	ESCALATION 3% PER YEAR	7	years		$24,918.55
	TOTAL				$133,319.50
	NOTES:			Project Budget	$134,000.00
	20% pavement area is replaced, 5% need new stone base,10% new curb, 10% new sidewalk				

In Process

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Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

OPINION OF PROBABLE CONSTRUCTION COST

FREDERICK WARD ASSOCIATES, INC.
Architects/Engineers/Planners/Surveyors
(410) 838-7900 (410) 879-2090

DATE: November 26, 2013
PROJECT NAME: Woodbridge Center Community Infrastructure Study
LOCATION: Pool/Club House Parking Lot - Patching
PREPARED BY: William Baker
REVIEWED BY:
DRAWING NO.:
SHEET 1 OF 1
(X) BUDGET ( ) PRELIMINARY ( ) FINAL

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE		TOTAL	
	MAINTENANCE OF TRAFFIC	1	LS	$3,000.00		$3,000.00	
	CONSTRUCTION STAKEOUT	1	LS	$1,000.00		$1,000.00	
	REMOVAL EXISITNG PAVEMENT	1320	SY	$5.50		$7,260.00	
	REMOVAL EXISITNG CURB	190	LF	$5.00		$950.00	
	REMOVAL EXISITNG SIDEWALK	540	SF	$2.00		$1,080.00	
	MILLING EXISITNG PAVEMENT 1" DEPTH		SY	$1.75		$0.00	
	INLET PROTECTION	2	EA	$225.00		$450.00	
	STABILISHED CONSTRUCTION ENTRANCE	85	SY	$28.00		$2,380.00	
	INLET REPAIR	1	EA	$250.00		$250.00	
	MANHOLE REPAIR	0	EA	$250.00		$0.00	
	PIPE REPAIR	0	LF	$100.00		$0.00	
	GRAVEL BASE COURSE 6" DEPTH	660	SY	$8.50		$5,610.00	
	HOT MIX ASPHALT BASE COURSE 2"	1320	SY	$9.00		$11,880.00	
	HOT MIX ASPHALT SURFACE COURSE - 2"	1320	SY	$10.00		$13,200.00	
	CRACK SEAL		LF	$2.00		$0.00	
	NEW CEMENT CONCRETE CURB	190	LF	$15.00		$0.00	
	NEW 4' CEMENT CONCRETE SIDEWALK	540	SF	$5.50		$2,850.00	
	SEED & MULCH	15	SY	$1.25		$2,970.00	
						$18.75	
	SUB-TOTAL						$52,898.75
	GENERAL CONDITIONS 6%						$3,173.93
	CONTIGENCY 20%						$10,579.75
	SUB-TOTAL						$66,652.43
	ESCALATION 3% PER YEAR	2	years				$4,059.13
	TOTAL						$70,711.56
	NOTES:				Project Budget		$71,000.00
	50% of patching area has new stone base						

In Process

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Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

OPINION OF PROBABLE CONSTRUCTION COST

FREDERICK WARD ASSOCIATES, INC.
Architects/Engineers/Planners/Surveyors
(410) 838-7900 (410) 879-2090

DATE: November 25, 2013
PROJECT NAME: Woodbridge Center Community Infrastructure Study

LOCATION: Pool/Club House Parking Lot - Paving
PREPARED BY: William Baker
REVIEWED BY:
DRAWING NO.:
SHEET 1 OF 1

(X) BUDGET ( ) PRELIMINARY ( ) FINAL

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
	MAINTENANCE OF TRAFFIC	1	LS	$4,000.00	$4,000.00
	CONSTRUCTION STAKEOUT	1	LS	$1,500.00	$1,500.00
	REMOVAL EXISITNG PAVEMENT	820	SY	$5.50	$4,510.00
	REMOVAL EXISITNG CURB	190	LF	$5.00	$950.00
	REMOVAL EXISITNG SIDEWALK	110	SF	$2.00	$220.00
	MILLING EXISITNG PAVEMENT 1" DEPTH	840	SY	$1.75	$1,470.00
	INLET PROTECTION	2	EA	$225.00	$450.00
	STABLISHED CONSTRUCTION ENTRANCE	85	SY	$28.00	$2,380.00
	INLET REPAIR	0	EA	$250.00	$0.00
	MANHOLE REPAIR	0	EA	$250.00	$0.00
	PIPE REPAIR	0	LF	$100.00	$0.00
	GRAVEL BASE COURSE 6" DEPTH	200	SY	$8.50	$1,700.00
	HOT MIX ASPHALT BASE COURSE - 2"	820	SY	$9.00	$7,380.00
	HOT MIX ASPHALT SURFACE COURSE - 2"	4070	SY	$10.00	$40,700.00
	CRACK SEAL	2840	LF	$2.00	$5,680.00
	NEW CEMENT CONCRETE CURB	190	LF	$15.00	$2,850.00
	NEW 4' CEMENT CONCRETE SIDEWALK	110	SF	$5.50	$605.00
	SEED & MULCH	3	SY	$1.25	$3.75
	SUB-TOTAL				$74,398.75
	GENERAL CONDITIONS 6%				$4,463.93
	CONTIGENCY 20%				$14,879.75
	SUB-TOTAL				$93,742.43
	ESCALATION 3% PER YEAR	7	years		$21,548.93
	TOTAL				$115,291.36
	NOTES:			Project Budget	$116,000.00
	20% pavement area is replaced, 5% need new stone base,10% new curb, 10% new sidewalk				

In Process

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Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Project Schedule

In Process

Woodbridge Center Community Infrastructure Study												
Date: November 26, 2013												
Facility Name:	Years/Cost											
	1	2	3	4	5	6	7	8	9	10	11	12
Acorn Ridge Court - Patching			$38,000.00									
Acorn Ridge Court - Paving												
Argo Valley Court - Paving		$149,000.00								$74,000.00		
Argo Valley Court N. - Patching	$87,000.00											
Argo Valley Court N. - Paving												
Apple Ridge Court - Paving		$61,000.00					$118,000.00					
Clover Leaf Court - Patching												
Clover Leaf Court - Paving						$66,000.00						
E. Spring Meadows Court - Patching												$164,000.00
E. Spring Meadows Court - Paving						$31,000.00						
Olive Branch Court - Patching	$64,000.00											$39,000.00
Olive Branch Court - Paving												
Olive Branch Court N. - Patching							$111,000.00					
Olive Branch Court N. - Paving				$39,000.00								
Sleepy Hollow Court - Paving		$60,000.00								$90,000.00		
Valley Leaf Court - Paving		$173,000.00										
W. Spring Meadow Court - Patching		$76,000.00										
W. Spring Meadow Court - Paving												
Pool/Club House Parking Lot - Paving		$71,000.00					$134,000.00					
Pool/Club House Parking Lot - Patching							$116,000.00					
Total/Year	$151,000.00	$592,000.00	$38,000.00	$39,000.00	$0.00	$97,000.00	$479,000.00	$0.00	$0.00	$164,000.00	$0.00	$243,000.00
Total	$1,803,000.00											
Yearly Average	$150,250.00											

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Photos

In Process

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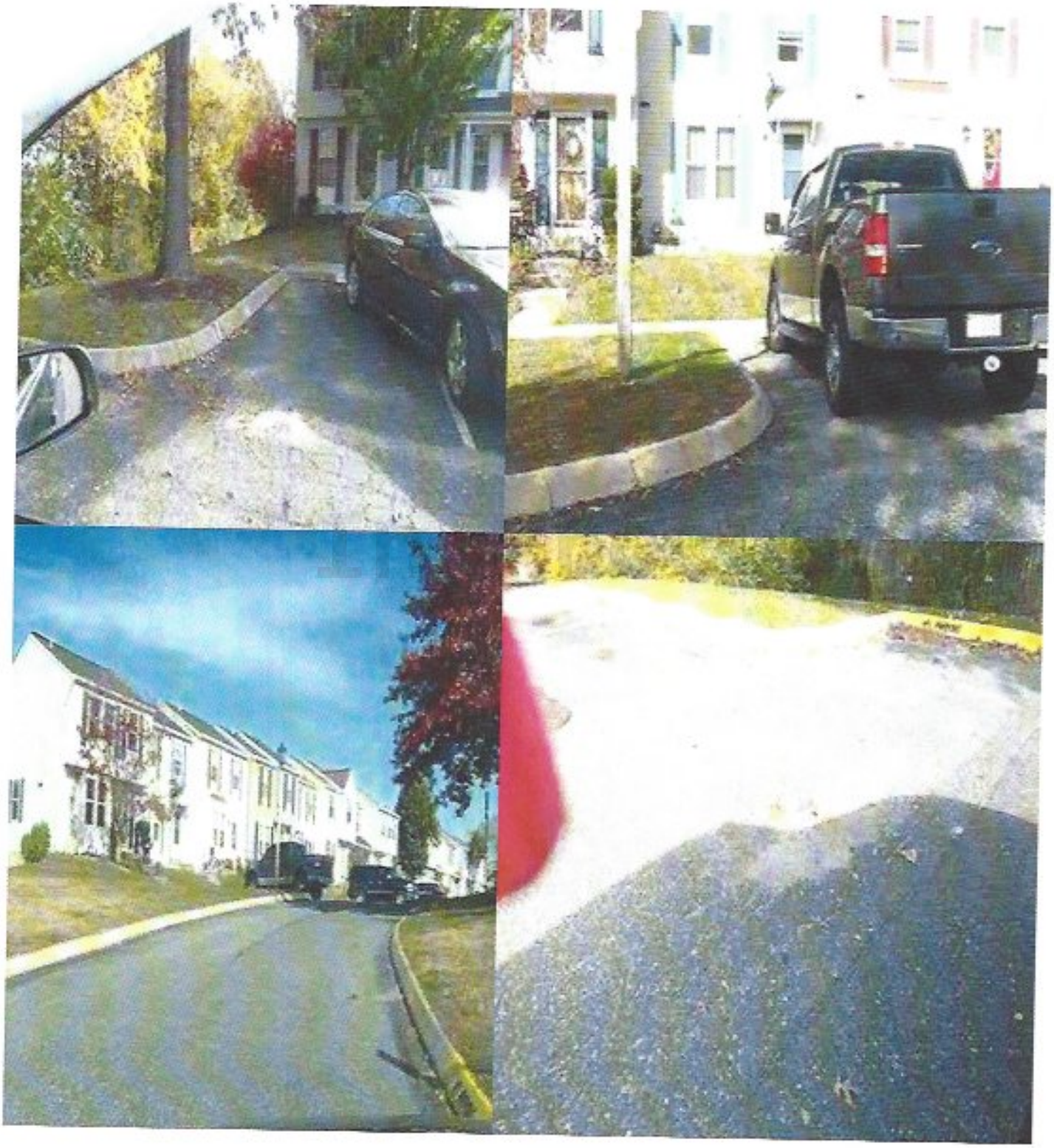

Acorn Ridge Court

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Angel Valley Court

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Angel Valley Court North

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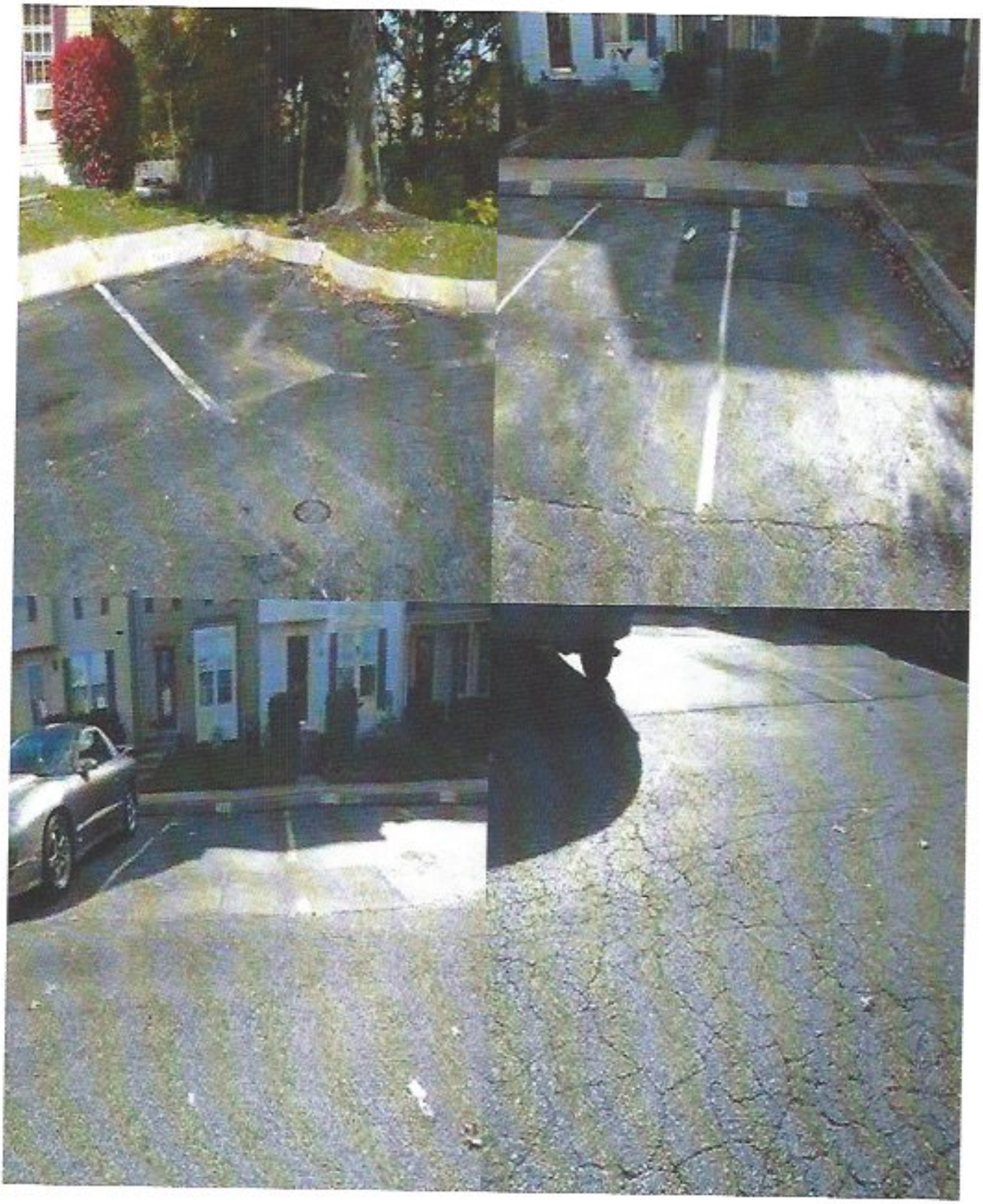

Apple Ridge Court

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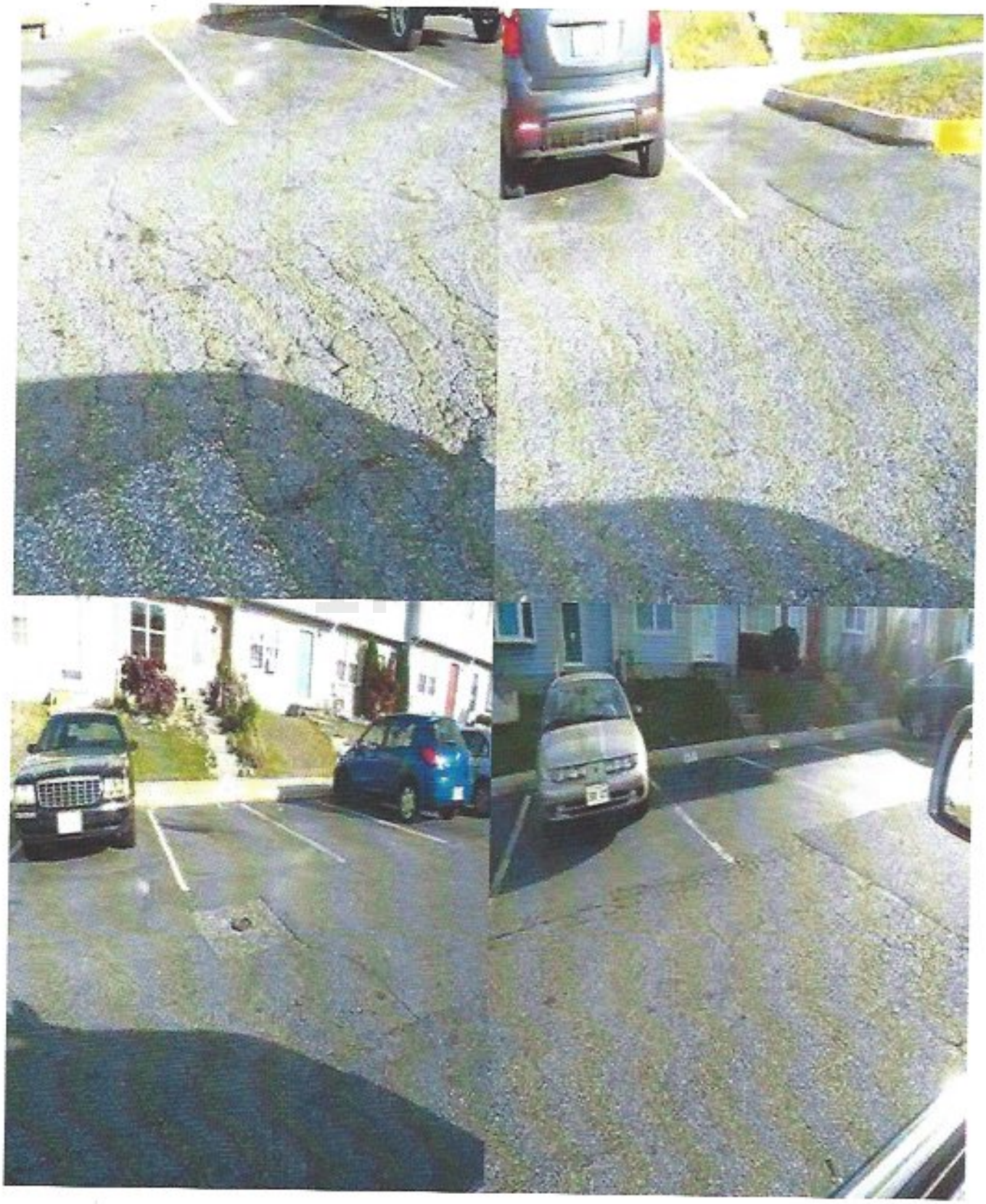

Clover Leaf Court

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E. Spring Meadows Court

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Olive Branch Court

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Olive Branch Court North

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Sleepy Hollow Court

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Valley Leaf Court

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W. Spring Meadows Court

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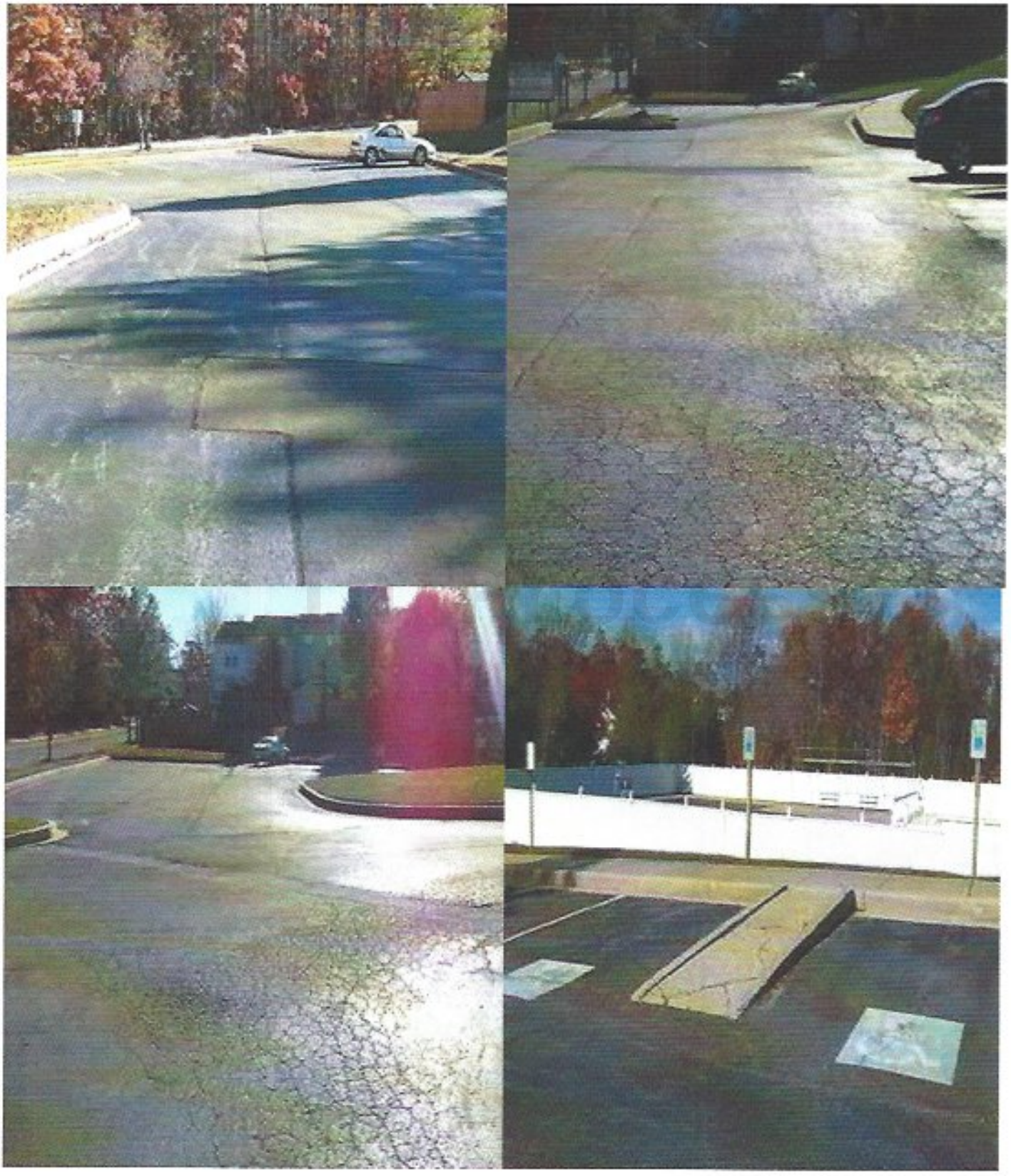

Pool/Club House Parking Lot

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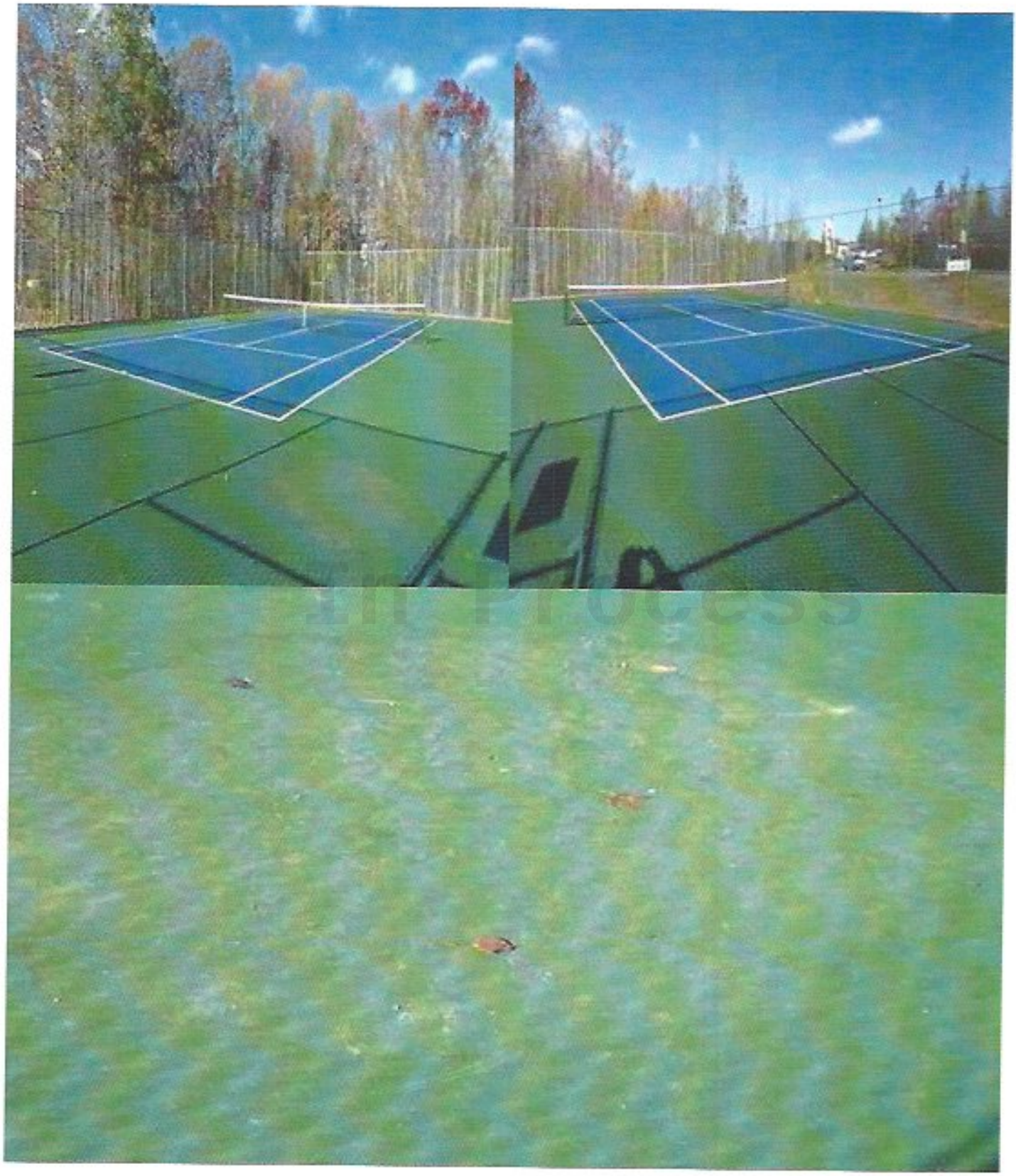

Tennis Courts

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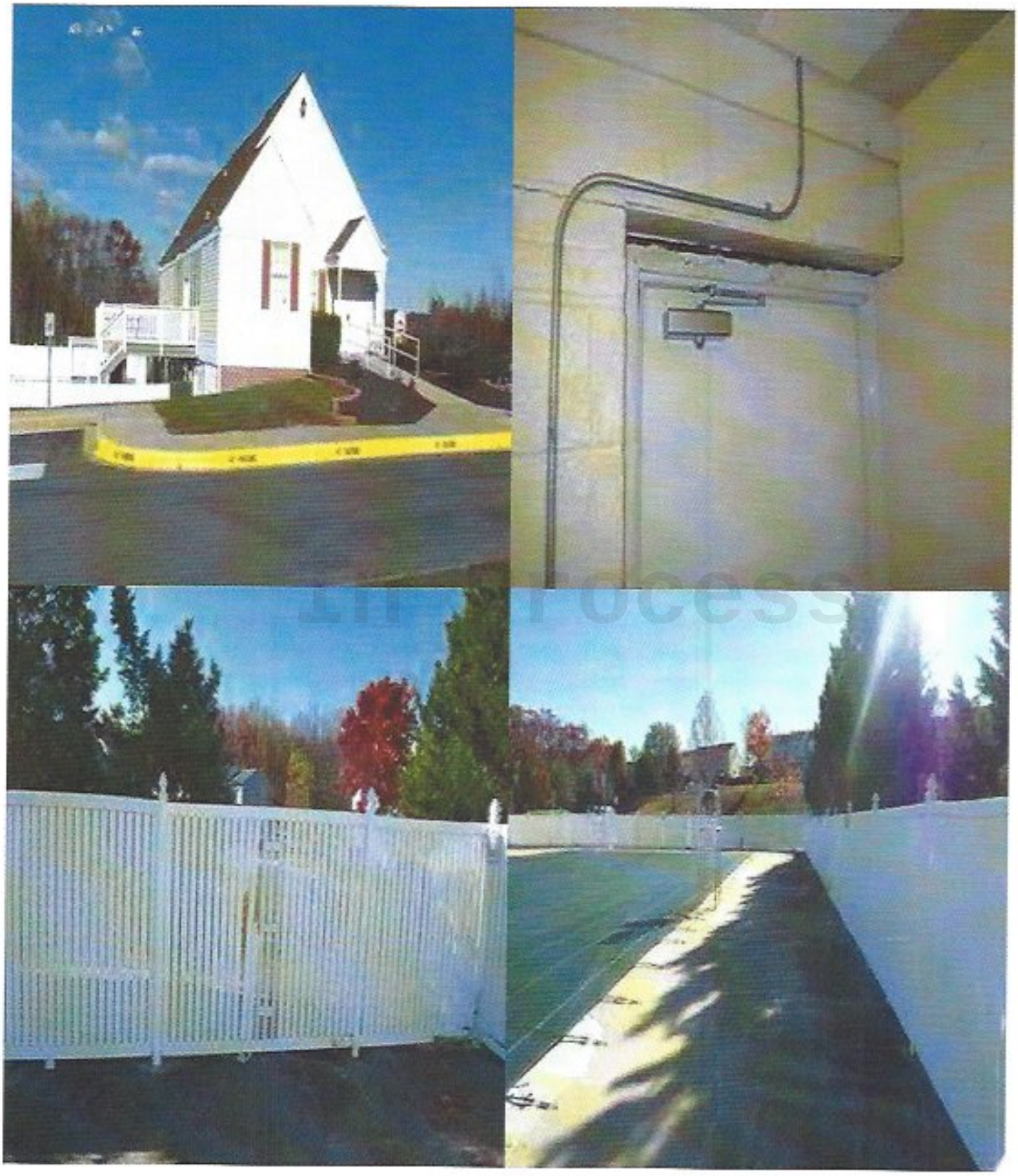

Pool/Club House

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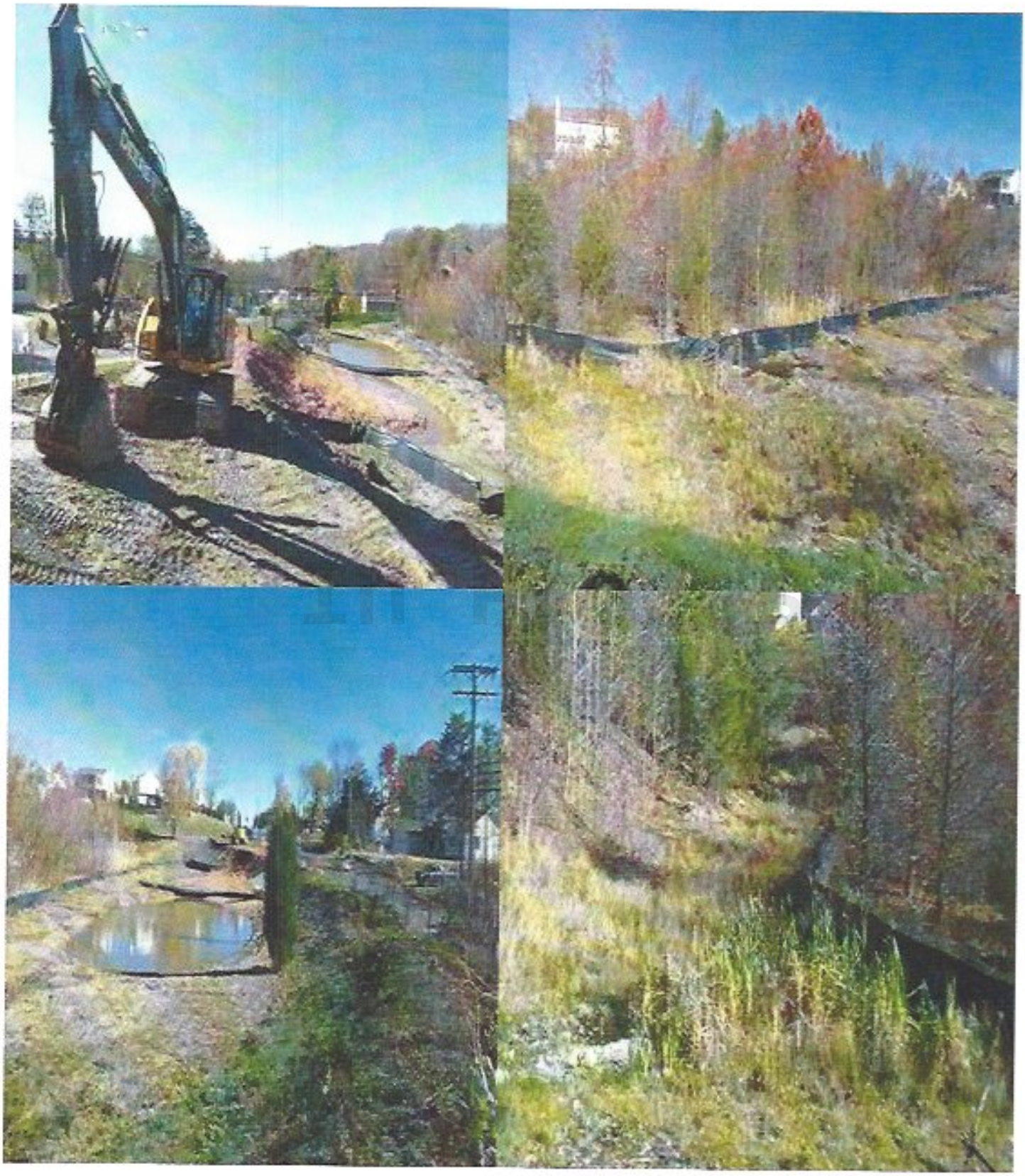

SWM Facility at Hanson Road & Magnolia Road

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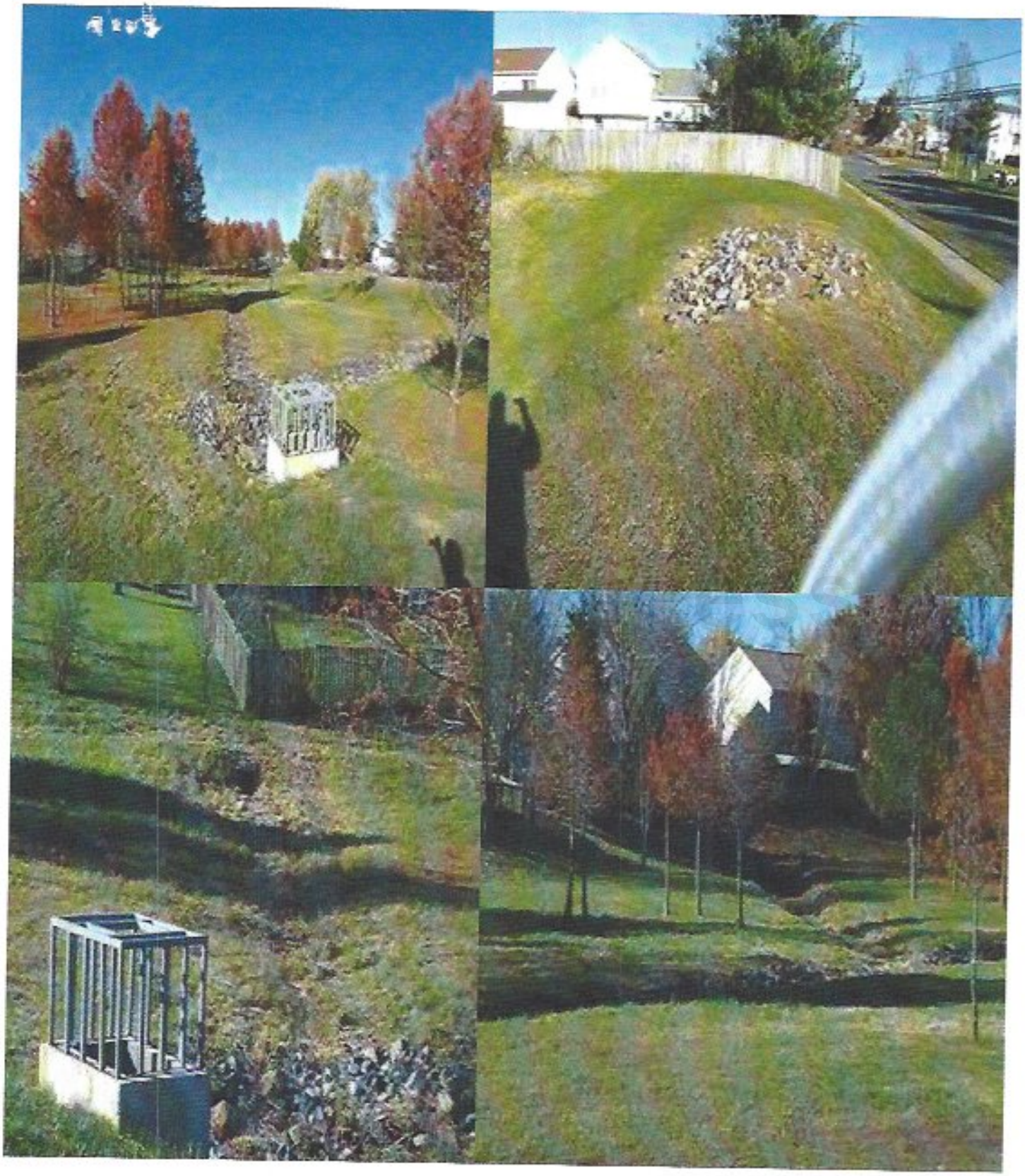

SWM Facility at Hanson Road and Woodbridge Center Way

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Reserve Study for

Woodbridge Center Homeowners Association, Inc.

Edgewood, MD

February 21, 2023

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

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In Process

Tip: The table of contents is interactive. If viewing electronically, click to jump to each section.

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February 21, 2023

Mr. Martin Cifone
Vice President of Operations
HPS Management
424 Union Avenue
Havre De Grace, MD 21078

Dear Mr. Cifone,

Global Solution Partners is pleased to present to you and the Woodbridge Center Homeowners Association, Inc. the requested Reserve Study. We believe that you will find this reserve funding study to be thorough and complete. After you have had an opportunity to review the report, please do not hesitate to contact us. We are always happy to answer any questions you may have.

Property Description

In Process

Woodbridge Center Homeowners Association, Inc. is the master association for a single-family home, townhome, and condominium community located in Edgewood, MD. The Association comprises 1,076 units; 244 single-family homes, 506 townhomes, and 336 condominium units. Woodbridge Center was constructed circa 1987. The common elements that the Association maintains include community signage, a clubhouse with swimming pools, a tennis court, playgrounds, and stormwater ponds. The community appeared to be in good condition for its age.

Woodbridge Center Homeowners Association, Inc. is also responsible for the maintenance of the private courts that service the townhome section. There are 506 townhomes located within this community and the maintenance responsibilities include the repair and replacement of the private courts, sidewalks, signage, and mailbox kiosks. Only those community members residing in the townhomes are responsible for contributing toward these maintenance expenses. Accordingly, the funding plan created with this reserve study has segregated the recommended reserve funding for the townhome assets from the reserve requirements of the general reserves. Please see the addendum to this Reserve Study for the recommended annual reserve fund contributions for these assets.

Executive Financial Summary

Based on the information collected during the Reserve Study process, the recommended reserve fund contribution for 2024 is $72,000. The annual contribution recommendations have been set to meet future expenses while avoiding special assessments and minimizing dues increases. The recommended contributions increase by the inflation rate of 2.41% in an effort to have today's homeowners and future homeowners share a fair and equitable portion of the financial obligations to maintain the community.

Most association board members find the Cash Flow Analysis table and the Projected Reserve Contributions table to be helpful overviews of the study. The cash flow table shows the recommended annual reserve payments by year for the entire 30-year study period. The Projected Reserve Contributions table breaks down the annual contribution based on the number of unit owners in the

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community and shows how much they will individually be contributing to the reserves on a monthly and annual basis.

It is important to realize that this study is a snapshot based on current conditions and circumstances which no doubt will change. With this in mind, it is essential to have the study updated periodically to maintain its relevance.

COVID-19 Labor and Materials Costs

Due to the COVID-19 global pandemic, labor and material costs have increased significantly since the beginning of the pandemic; projections made in this report reflect the best information available for today's costs. Labor and material costs will continue to be evaluated by Global Solution Partners and will be reviewed in future updates.

Date of Site Visit

The site visit for Woodbridge Center Homeowners Association, Inc. was conducted by Mr. Yaw Bonsu of Global Solution Partners on February 10, 2023. Mr. Bonsu was met on-site by Association Manager, Mr. Martin Cifone, who provided pertinent information used in this report.

In Process

Property Observations

- The pools were covered at the time of the site visit, so the condition of the pools could not be evaluated. Global Solution Partners has included in the Reserve Study the resurfacing of the pools' surfaces, and the replacement of the tile and coping of the pools.
- A lump sum maintenance allowance has been included in the study for the stormwater detention areas.
- The refurbishment allowance for the clubhouse interior includes costs for upgrades to paint, flooring, and decor.

Depth of Study

A site visit was made to verify the existing condition as it relates to the average life expectancies of the various reserve study components and to verify component quantities. In-place testing, laboratory testing, and non-destructive testing of the reserve study components were not performed. Field measurements of component quantities were made to either verify improvement plan take-offs or determine directly the quantities of various components. Photographs were taken of the site improvements.

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Summary of Financial Assumptions

The below table contains a partial summary of information including desired study start date, number of dues-paying members, and beginning reserve fund balance, provided by the client or client's representative for the Woodbridge Center Homeowners Association, Inc. reserve funding study.

Reserve Study by Calendar Year Starting	January 1, 2024
Reserve Funding Study Length	30 years
Number of Dues Paying Members	1076
Reserve Balance as of January 1, 2024	$200,397.00
Annual Inflation Rate	2.41%
Interest Rate on Reserve Funds	0.50%
Dues Change Period	1 year

In Process

Recommended Payment Schedule

The below table contains Global Solution Partners' recommended schedule of reserve fund contribution payments for the next five years. See the Projected Reserve Contributions table later in this report for the full 30 years. Failure to follow the proposed schedule of payments may result in inadequate reserve funds and require the use of Special Assessments in the future. The recommended reserve fund contributions have been set to meet future capital expenses while avoiding special assessments and minimizing dues increases.

Calendar Year	Member Monthly Reserve Payment	Monthly Reserve Payment	Annual Reserve Payment	Proposed Reserve Balance
2024	$5.58	$6,000	$72,000	$256,568
2025	$5.71	$6,145	$73,735	$254,146
2026	$5.85	$6,293	$75,512	$254,215
2027	$5.99	$6,444	$77,332	$311,113
2028	$6.13	$6,600	$79,196	$368,357

Reserve Study Assumptions

The below-listed assumptions are implicit in this reserve study:

- Cost estimates and financial information are accurate and current
- No unforeseen circumstances will cause a significant reduction of reserves
- Sufficient comprehensive property insurance exists to protect from insurable risks
- The association plans to continue to maintain the existing common areas and amenities
- Reserve payments occur at the end of every calendar month
- Expenses occur at the end of the expense year

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Impact of Component Life

The projected life expectancy of the major components and the reserve funding needs of the Association are closely tied. Performing the appropriate routine maintenance for each major component generally increases the component's useful life, effectively moving the component expense into the future which reduces the reserve funding payments of the Association. Failure to perform such maintenance can shorten the remaining useful life of the major components, bringing the replacement expense closer to the present which increases the reserve funding payments of the Association.

Inflation Estimate

An annual inflation multiplier of 2.41% has been applied to all future expenses within the 30-year study period. This annual inflation rate was obtained by averaging the previous 30-years' rates as published by the U.S. Bureau of Labor Statistics.

Initial Reserves

Initial reserves for this Reserve Study are projected by the client to be $200,397.00 on January 1, 2024. An interest rate of 0.50% per year has been factored into this Reserve Study. The implicit assumption has been made that the reserve accounts will not be drawn down between the date of the known reserve balance and the study start date.

In Process

Financial Condition of Association

It is recommended that the association adjust its reserve fund contributions to align with the Cash Flow Analysis and Projected Reserve Contributions tables contained in this study.

Special Assessments

Special Assessments have not been factored into this Reserve Study.

Reserve Funding Goal

The reserve fund goal is to maintain a reserve account balance that meets or exceeds the annual cash flow requirement for the maintenance or replacement of all community reserve items.

Study Method

Every reserve item has been given an estimated remaining useful life, an estimated useful life when new, a present cost, and an estimated future cost based on inflation. The present costs of the reserve items in this report have been estimated using a variety of sources including professional cost estimating resources, actual costs provided by the client, our proprietary database, and the knowledge and experience of our Reserve Analysts. Equal annual payments are calculated for each reserve item based upon a payment starting year and a payment ending year using the end-of-period payment method. Interest earned, if applicable, on accumulated reserve funds and taxes on the reserve interest are also calculated. As you review this report, you may find the specifics e.g. quantities, costs, life expectancies, etc. of each reserve item in the Reserve Study Expense Item Listing table. We hope that you will appreciate the level of detail that is used in developing your customized funding plan.

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Global Solution Partners has estimated future projected expenses for Woodbridge Center Homeowners Association, Inc. based upon the preservation of existing components within the community that the association is responsible for maintaining. The reserve study is limited in scope to those expense items listed in the Reserve Study Expense Item Listing table. Expense items that have an expected life of more than 30 years may not be included in this reserve study unless payment for these items overlaps the 30-year reserve study envelope.

Of primary concern is the preservation of a positive funding balance with funds sufficient to meet projected expenses throughout the study life. Based upon the included reserve funding study, it is our professional opinion that the annual reserve fund contributions recommended in the Annual Reserve Payment column of the Cash Flow Analysis table and subsequent breakdown of those contributions as member monthly fees shown in the Projected Reserve Contributions table will realize this goal.

In the process of developing the study, Global Solution Partners gathered specific information about the property by conducting a site visit and performing research through various sources. Additionally, information e.g. current reserve fund balances, number of dues-paying members, desired start date, pertinent maintenance history, etc. were obtained directly from the client and/or the client's representative. Global Solution Partners relies on such information provided by the client and assumes it to be complete and accurate. Where the age of a particular Reserve Item (as listed in the Reserve Study) is unknown, the client or client's representative provided to Global Solution Partners the client's best-estimate age of that item. If the client or client's representative was unable to provide an estimate of a Reserve Item's age, Global Solution Partners made its own estimate of the age of the Reserve Item based on visual observation. The Reserve Study is created for the association's use and is a reflection of information gathered by and provided to Global Solution Partners.

In Progress

This information is not for the purpose of performing an audit, historical records, quality, or forensic analyses. Any on-site evaluation is not considered to be a project audit, quality inspection, or engineering study.

Keeping Your Reserve Study Current

Global Solution Partners believes that funding studies are an essential part of property management. People and property are constantly changing and evolving. As a result, the useful life of a funding study is at best a few years.

This reserve study should be updated when any of the following occur:

- At least once every three years
- At significant changes in inflation rates
- At changes in the number of dues-paying members
- Before starting new improvements
- Before making changes to the property
- After a flood or fire
- After the change of ownership or management
- After Annexation or Incorporation

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Items Beyond the Scope of This Report

- Building or land appraisals for any purpose
- State or local zoning ordinance violations
- Building code violations
- Soils conditions, soils contamination or geological stability of site
- Engineering analysis or structural stability of the site
- Air quality, asbestos, electromagnetic radiation, formaldehyde, lead, mercury, or radon
- Water quality or other environmental hazards
- Invasions by termites and any or all other destroying organisms or insects
- Damage or destruction due to birds, bats, or animals to buildings or site
- This study is not a pest inspection
- Adequacy or efficiency of any system or component on site
- Specifically excluded reserve items
- Septic systems and septic tanks
- Buried or concealed portions of swimming pools, pool liners, Jacuzzis and spas or similar items
- Items concealed by signs, carpets, or other things
- Missing or omitted information not supplied by the client for purposes of reserve study preparation
- Hidden improvements such as sewer, water, and electrical lines, or other buried or concealed items
- A Property Condition Assessment or other specialty or comprehensive inspection
- A roof inspection

In Process

Maryland State Regulations

The requirements for community associations in the State of Maryland are as follows:

House Bill 107 (HB 107) requires that community associations conduct a Reserve Study (and update that Reserve Study every five years) of the reserves needed for future major repairs and replacement of the common elements of a cooperative housing corporation or condominium, or the common areas of a homeowner's association (HOA).

Governing Documents

The CCRs (conditions, covenants, and restrictions) governing documents were provided and reviewed as part of this study to assist in determining what parties are responsible for various assets within the community.

Items Considered to be Long-Lived

Items considered to be long-lived are intentionally not included in this study. Long-lived items are typically those items that have a useful life expectancy beyond the current study period. The following items have been identified as long-lived and therefore are not included in this study:

- Building structures
- Pool structure
- Handrails to clubhouse entrance

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Although the concrete surfaces could be considered to be Long-Lived, a repair and maintenance allowance has been factored into this analysis. Routine maintenance of these items will not only enhance the look of the community but may also extend the design life of these items.

Items Considered to be Operational

Items considered to be typically included in the operational budget are intentionally not included in this study. Operational budget items typically include routine maintenance and lower-cost items. The following items have been identified as operational budget items and therefore are not included in this study:

- General landscaping
- Pool maintenance contract
- General community signage
- Low-voltage landscape lighting
- Bike racks
- Trash receptacles
- Pet waste stations
- The replacement of the clubhouse shutters
- Exterior painting of blocks on rear of clubhouse
- Stripping and painting of exterior handrails at clubhouse
- Localized repairs to the brick veneer at the clubhouse
- The building-mounted lights at clubhouse
- Replacement of the border edging at the playgrounds

In Process

Items Maintained by Others

Items maintained by other entities or individuals i.e. municipalities, individual dwelling unit owners, other associations, utility companies, etc... are intentionally not included in this study. The following items have been identified as being maintained by others and therefore are not included in this study:

- Single-family homes and their lots
- Townhome units and their lots
- Condominium units
- Rear yard fences
- Asphalt streets and the associated concrete flatwork
- Street lights
- Mailboxes serving the single family homes
- The private courts serving the townhomes
- Fire hydrants on site
- Water supply system
- Sewer system
- Transformers on-site

Statement of Qualifications

Global Solution Partners is a professional firm in the business of preparing Reserve Studies and other related property services for resorts, hotels, and community associations. We are familiar with construction practices, construction costs, and contracting practices. Our staff members have vast

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experience in property due diligence and hold many certifications and licenses including but not limited to; contracting, engineering, roofing, code inspection, real estate, project management, home inspection, and pest control.

Conflict of Interest

As the preparer of this reserve study, Global Solution Partners certifies that we do not have any vested interests, financial interests, or other interests that would cause a conflict of interest in the preparation of this reserve study.

Global Solution Partners would like to thank the Woodbridge Center Homeowners Association, Inc. for the opportunity to be of service in the preparation of this Reserve Study. If you have any questions, please don't hesitate to contact us.

Prepared by

Bonnie Bogert, RS
Project Manager
Global Solution Partners

In Process

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Community Photos

Clubhouse exterior

Clubhouse exterior

Swimming pool area

Clubhouse interior

Pool area restrooms

Tennis courts

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Clubhouse parking area

Playground

Stormwater drainage area

Dog park

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Reserve Item Categories

Paving

In Process

Item Name	Present Cost	Remaining Life	Expected Life	First Expense Year	First Expense	Repeating Item?
Asphalt paved parking areas mill and overlay - Clubhouse parking area	$84,657.34	20 Yrs	25 Yrs	2044	$136,305.05	Y
Asphalt paved parking areas patch and seal and stripe	$19,853.27	3 Yrs	5 Yrs	2027	$21,323.53	Y
Concrete curb repair allowance (10% every 10 years)	$2,311.69	5 Yrs	10 Yrs	2029	$2,604.00	Y
Concrete walkways repair allowance (10% every 10 years) - Clubhouse parking area	$3,136.66	5 Yrs	10 Yrs	2029	$3,533.28	Y

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Clubhouse

In Process

Item Name	Present Cost	Remaining Life	Expected Life	First Expense Year	First Expense	Repeating Item?
Aluminum rain gutters replacement - Clubhouse	$1,530.27	0 Yrs	30 Yrs	2024	$1,530.27	Y
Clubhouse bathrooms refurbish	$10,290.00	2 Yrs	16 Yrs	2026	$10,791.95	Y
Clubhouse refurbishment allowance	$28,647.36	2 Yrs	15 Yrs	2026	$30,044.80	Y
Dimensional asphalt shingle roofing replacement	$5,203.52	15 Yrs	25 Yrs	2039	$7,437.60	Y
Exterior doors replacement	$3,087.00	15 Yrs	30 Yrs	2039	$4,412.37	Y
HVAC system replacement	$8,820.00	2 Yrs	14 Yrs	2026	$9,250.25	Y
Security system upgrade allowance	$14,700.00	10 Yrs	10 Yrs	2034	$18,652.67	Y
Vinyl exterior siding surfaces replacement	$15,405.01	10 Yrs	35 Yrs	2034	$19,547.25	Y
Windows replacement for clubhouse	$3,969.00	10 Yrs	30 Yrs	2034	$5,036.22	Y

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Pool Area

In Process

Item Name	Present Cost	Remaining Life	Expected Life	First Expense Year	First Expense	Repeating Item?
Concrete pool deck resurface	$131,579.70	20 Yrs	40 Yrs	2044	$211,853.78	Y
Kiddie pool cover replacement	$3,801.42	7 Yrs	7 Yrs	2031	$4,490.99	Y
Large pool cover replacement	$40,986.54	7 Yrs	7 Yrs	2031	$48,421.45	Y
Lifeguard chair replacement	$10,290.00	9 Yrs	10 Yrs	2033	$12,749.60	Y
Metal picnic table replacement	$6,798.75	18 Yrs	25 Yrs	2042	$10,437.38	Y
Pool awnings fabric & frame replacement	$14,112.00	6 Yrs	8 Yrs	2030	$16,279.56	Y
Pool deck waterproofing	$52,631.88	10 Yrs	20 Yrs	2034	$66,784.02	Y
Pool equipment pumps and filters system replacement	$7,938.00	6 Yrs	10 Yrs	2030	$9,157.25	Y
Pool furniture replacement	$20,947.50	4 Yrs	5 Yrs	2028	$23,041.02	Y
Pool house bathrooms refurbish	$14,700.00	13 Yrs	16 Yrs	2037	$20,034.02	Y
Pool resurface - large pool and kiddie pool	$106,052.94	6 Yrs	12 Yrs	2030	$122,342.38	Y
Pool tile and coping replacement - large pool and kiddie pool	$30,061.50	6 Yrs	12 Yrs	2030	$34,678.86	Y
Pool vinyl fencing replacement - around kiddie pool	$2,143.26	27 Yrs	30 Yrs	2051	$4,076.79	Y
Pool vinyl fencing replacement - around large pool	$16,749.18	27 Yrs	30 Yrs	2051	$31,859.39	Y

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Site Elements

In Process

Item Name	Present Cost	Remaining Life	Expected Life	First Expense Year	First Expense	Repeating Item?
Chain-link fencing replacement - dog park area at Clover Valley	$14,882.40	12 Yrs	24 Yrs	2036	$19,805.30	Y
Chain-link fencing replacement - Hanson Rd. pond area	$33,274.80	1 Yrs	24 Yrs	2025	$34,076.72	Y
Clubhouse reader board sign	$4,275.00	15 Yrs	20 Yrs	2039	$6,110.43	Y
Community entrance signage replacement	$9,240.00	20 Yrs	25 Yrs	2044	$14,877.13	Y
Detention pond maintenance and repair allowance	$15,000.00	0 Yrs	10 Yrs	2024	$15,000.00	Y
Parking area lighting replacement - near tennis court	$2,352.00	14 Yrs	28 Yrs	2038	$3,282.69	Y

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Recreational Facilities

In Process

Item Name	Present Cost	Remaining Life	Expected Life	First Expense Year	First Expense	Repeating Item?
Children's Playground Equipment Replacement - Acorn Ridge	$29,400.00	13 Yrs	20 Yrs	2037	$40,068.04	Y
Children's Playground Equipment Replacement - Clover Valley	$41,160.00	13 Yrs	20 Yrs	2037	$56,095.25	Y
Tennis court chain-link fencing replacement	$17,287.20	10 Yrs	20 Yrs	2034	$21,935.54	Y
Tennis court resurface	$41,967.18	1 Yrs	9 Yrs	2025	$42,978.59	Y

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Prepared by Global Solution Partners
Funding Reserve Analysis

Reserve Item Listing

Category	Reserve Items	Unit Cost	No Units	Current Cost When New	Estimated Remaining Life	Estimated Remaining Life When New	Year	Estimated Future Cost	Straight Line Payment
Clubhouse	Aluminum rain gutters replacement - Clubhouse	$8.82 lnft	174 lnft	$1,530	0 Yrs	30 Yrs	2024 2054 2084	$1,530 $3,126 $6,387	$1,530 $104 $213
Clubhouse	Clubhouse bathrooms refurbish	$5145.00 ea	2 ea	$10,290	2 Yrs	16 Yrs	2026 2042 2058	$10,792 $15,797 $23,124	$3,597 $987 $1,445
Clubhouse	Clubhouse refurbishment allowance	$42.63 sqft	672 sqft	$28,647	2 Yrs	15 Yrs	2026 2041 2056	$30,045 $42,944 $61,382	$10,015 $2,863 $4,092
Clubhouse	Dimensional asphalt shingle roofing replacement	$6.44 sqft	808 sqft	$5,204	15 Yrs	25 Yrs	2039 2064 2089	$7,438 $13,489 $24,465	$465 $540 $979
Clubhouse	Exterior doors replacement	$1029.00 ea	3 ea	$3,087	15 Yrs	30 Yrs	2039 2069 2099	$4,412 $9,015 $18,417	$276 $300 $614
Clubhouse	HVAC system replacement	$8820.00 ea	1 ea	$8,820	2 Yrs	14 Yrs	2026 2040 2054	$9,250 $12,911 $18,019	$3,083 $922 $1,287
Clubhouse	Security system upgrade allowance	$14700.00 ea	1 ea	$14,700	10 Yrs	10 Yrs	2034 2044 2054	$18,653 $23,668 $30,032	$1,696 $2,367 $3,003
Clubhouse	Vinyl exterior siding surfaces replacement	$9.11 sqft	1,691 sqft	$15,405	10 Yrs	35 Yrs	2034 2069 2104	$19,547 $44,985 $103,526	$1,777 $1,285 $2,958
Clubhouse	Windows replacement for clubhouse	$661.50 ea	6 ea	$3,969	10 Yrs	30 Yrs	2034 2064 2094	$5,036 $10,289 $21,021	$458 $343 $701
Clubhouse	Wood deck replacement	$35.75 sqft	700 sqft	$25,025	2 Yrs	20 Yrs	2026 2046 2066	$26,246 $42,258 $68,038	$8,749 $2,113 $3,402
Paving	Asphalt paved parking areas mill and overlay - Clubhouse parking area	$2.26 sqft	37,459 sq ft	$84,657	20 Yrs	25 Yrs	2044 2069 2094	$136,305 $247,213 $448,363	$6,491 $9,889 $17,935
Paving	Asphalt paved parking areas patch and seal and stripe	$0.53 sqft	37,459 sq ft	$19,853	3 Yrs	5 Yrs	2027 2032 2037	$21,324 $24,020 $27,057	$5,331 $4,804 $5,411
Paving	Concrete curb repair allowance (10% every 10 years)	$16.02 lnft	144 lnft	$2,312	5 Yrs	10 Yrs	2029 2039 2049	$2,604 $3,304 $4,193	$434 $330 $419

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Funding Reserve Analysis

Reserve Item Listing

Category	Reserve Items	Unit Cost	No Units	Current Cost When New	Estimated Remaining Life	Estimated Remaining Life When New	Year	Estimated Future Cost	Straight Line Payment
Paving	Concrete walkways repair allowance (10% every 10 years) - Clubhouse parking area	$14.29 sqft	220 sq ft	$3,137	5 Yrs	10 Yrs	2029 2039 2049	$3,533 $4,483 $5,689	$589 $448 $569
Pool Area	Concrete pool deck resurface	$14.70 sqft	8,951 sqft	$131,580	20 Yrs	40 Yrs	2044 2084 2124	$211,854 $549,200 $1,423,723	$10,088 $13,730 $35,593
Pool Area	Kiddie pool cover replacement	$8.82 sqft	431 sq ft	$3,801	7 Yrs	7 Yrs	2031 2038 2045	$4,491 $5,306 $6,268	$561 $758 $895
Pool Area	Large pool cover replacement	$8.82 sqft	4,647 sqft	$40,987	7 Yrs	7 Yrs	2031 2038 2045	$48,421 $57,205 $67,582	$6,053 $8,172 $9,655
Pool Area	Lifeguard chair replacement	$5145.00 ea	2 ea	$10,290	9 Yrs	10 Yrs	2033 2043 2053	$12,750 $16,178 $20,528	$1,275 $1,618 $2,053
Pool Area	Metal picnic table replacement	$1359.75 ea	5 ea	$6,799	18 Yrs	25 Yrs	2042 2067 2092	$10,437 $18,930 $34,333	$549 $757 $1,373
Pool Area	Pool awnings fabric & frame replacement	$58.80 sqft	240 sq ft	$14,112	6 Yrs	8 Yrs	2030 2038 2046	$16,280 $19,696 $23,830	$2,326 $2,462 $2,979
Pool Area	Pool deck waterproofing	$5.88 sqft	8,951 sqft	$52,632	10 Yrs	20 Yrs	2034 2054 2074	$66,784 $107,528 $173,128	$6,071 $5,376 $8,656
Pool Area	Pool equipment pumps and filters system replacement	$7938.00 ea	1 ea	$7,938	6 Yrs	10 Yrs	2030 2040 2050	$9,157 $11,620 $14,744	$1,308 $1,162 $1,474
Pool Area	Pool furniture replacement	$367.50 ea	57 ea	$20,948	4 Yrs	5 Yrs	2028 2033 2038	$23,041 $25,955 $29,236	$4,608 $5,191 $5,847
Pool Area	Pool house bathrooms refurbish	$7350.00 ea	2 ea	$14,700	13 Yrs	16 Yrs	2037 2053 2069	$20,034 $29,326 $42,926	$1,431 $1,833 $2,683
Pool Area	Pool resurface - large pool and kiddie pool	$15.33 sqft	6,918 sq ft	$106,053	6 Yrs	12 Yrs	2030 2042 2054	$122,342 $162,812 $216,667	$17,477 $13,568 $18,056
Pool Area	Pool tile and coping replacement - large pool and kiddie pool	$73.50 lnft	409 lnft	$30,062	6 Yrs	12 Yrs	2030 2042 2054	$34,679 $46,150 $61,416	$4,954 $3,846 $5,118
Pool Area	Pool vinyl fencing replacement - around kiddie pool	$26.46 lnft	81 lnft	$2,143	27 Yrs	30 Yrs	2051 2081 2111	$4,077 $8,329 $17,016	$146 $278 $567

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Funding Reserve Analysis

Reserve Item Listing

Category	Reserve Items	Unit Cost	No Units	Current Cost When New	Estimated Remaining Life	Estimated Remaining Life When New	Year	Estimated Future Cost	Straight Line Payment
Pool Area	Pool vinyl fencing replacement - around large pool	$39.69 lnft	422 lnft	$16,749	27 Yrs	30 Yrs	2051 2081 2111	$31,859 $65,089 $132,978	$1,138 $2,170 $4,433
Recreational Facilities	Children's Playground Equipment Replacement - Acorn Ridge	$29400.00 ea	1 ea	$29,400	13 Yrs	20 Yrs	2037 2057 2077	$40,068 $64,513 $103,871	$2,862 $3,226 $5,194
Recreational Facilities	Children's Playground Equipment Replacement - Clover Valley	$41160.00 ea	1 ea	$41,160	13 Yrs	20 Yrs	2037 2057 2077	$56,095 $90,318 $145,419	$4,007 $4,516 $7,271
Recreational Facilities	Tennis court chain-link fencing replacement	$35.28 lnft	490 lnft	$17,287	10 Yrs	20 Yrs	2034 2054 2074	$21,936 $35,318 $56,865	$1,994 $1,766 $2,843
Recreational Facilities	Tennis court resurface	$2.79 sqft	15,042 sqft	$41,967	1 Yrs	9 Yrs	2025 2034 2043	$42,979 $53,252 $65,980	$21,489 $5,917 $7,331
Site Elements	Chain-link fencing replacement - dog park area at Clover Valley	$28.08 lnft	530 lnft	$14,882	12 Yrs	24 Yrs	2036 2060 2084	$19,805 $35,075 $62,118	$1,523 $1,461 $2,588
Site Elements	Chain-link fencing replacement - Hanson Rd. pond area	$28.08 lnft	1,185 lnft	$33,275	1 Yrs	24 Yrs	2025 2049 2073	$34,077 $60,350 $106,879	$17,038 $2,515 $4,453
Site Elements	Clubhouse reader board sign	$4275.00 ea	1 ea	$4,275	15 Yrs	20 Yrs	2039 2059 2079	$6,110 $9,838 $15,840	$382 $492 $792
Site Elements	Community entrance signage replacement	$3080.00 ea	3 ea	$9,240	20 Yrs	25 Yrs	2044 2069 2094	$14,877 $26,982 $48,937	$708 $1,079 $1,957
Site Elements	Detention pond maintenance and repair allowance	$15000.00 lump sum	1 lump sum	$15,000	0 Yrs	10 Yrs	2024 2034 2044	$15,000 $19,033 $24,151	$15,000 $1,903 $2,415
Site Elements	Parking area lighting replacement - near tennis court	$2352.00 ea	1 ea	$2,352	14 Yrs	28 Yrs	2038 2066 2094	$3,283 $6,395 $12,457	$219 $228 $445

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Note for communities using straight line funding: Straight Line Annual Payments do not include earned interest, tax adjustments, or payments made with initial reserves.

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Cash Flow Analysis

Calendar Year	Annual Reserve Payment	Annual Interest	Annual Expenses	Annual Income Tax on Interest	Net Reserve Funds
2024	$72,000	$1,002	$16,530	$301	$256,568
2025	$73,735	$1,283	$77,055	$385	$254,146
2026	$75,512	$1,271	$76,333	$381	$254,215
2027	$77,332	$1,271	$21,324	$381	$311,113
2028	$79,196	$1,556	$23,041	$467	$368,357
2029	$81,104	$1,842	$6,137	$553	$444,613
2030	$83,059	$2,223	$182,458	$667	$346,770
2031	$85,061	$1,734	$52,912	$520	$380,132
2032	$87,111	$1,901	$24,020	$570	$444,554
2033	$89,210	$2,223	$38,704	$667	$496,615
2034	$91,360	$2,483	$204,241	$745	$385,473
2035	$93,562	$1,927		$578	$480,384
2036	$95,817	$2,402	$19,805	$721	$558,076
2037	$98,126	$2,790	$143,255	$837	$514,901
2038	$100,491	$2,575	$114,726	$772	$502,468
2039	$102,912	$2,512	$25,748	$754	$581,391
2040	$105,393	$2,907	$24,530	$872	$664,288
2041	$107,933	$3,321	$42,944	$996	$731,602
2042	$110,534	$3,658	$265,675	$1,097	$579,021
2043	$113,198	$2,895	$115,092	$869	$579,154
2044	$115,926	$2,896	$410,855	$869	$286,251
2045	$118,720	$1,431	$73,850	$429	$332,123
2046	$121,581	$1,661	$66,088	$498	$388,778
2047	$124,511	$1,944	$34,333	$583	$480,317
2048	$127,511	$2,402	$37,098	$720	$572,412
2049	$130,585	$2,862	$70,231	$859	$634,769
2050	$133,732	$3,174	$14,744	$952	$755,978
2051	$136,955	$3,780	$35,936	$1,134	$859,642
2052	$140,255	$4,298	$207,672	$1,289	$795,234
2053	$143,635	$3,976	$91,642	$1,193	$850,011
2054	$147,097	$4,250	$531,583	$1,275	$468,499
Totals	**$3,263,150**	**$76,449**	**$3,048,562**	**$22,935**	

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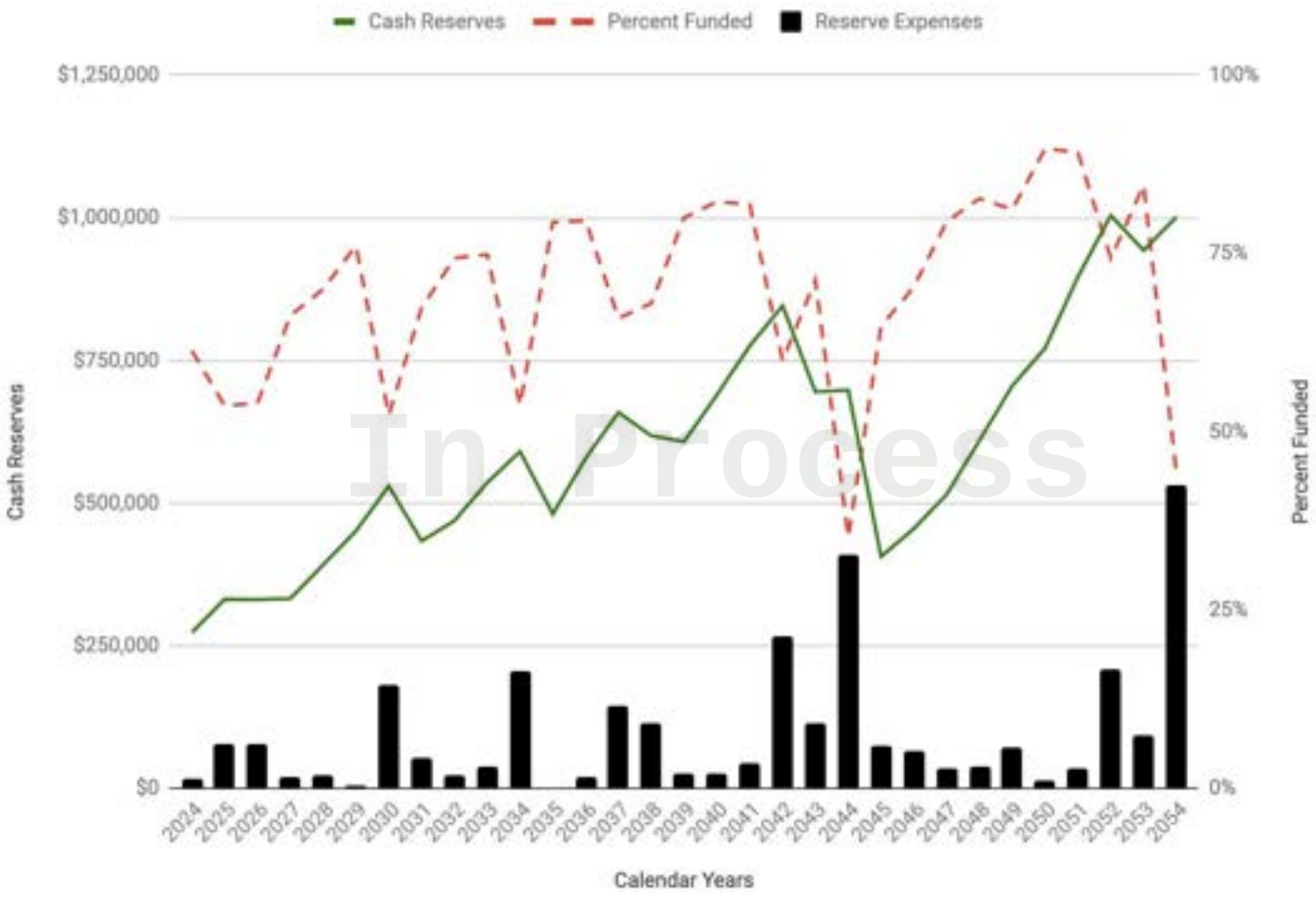
Cash Flow by Calendar Year

The following chart shows that the reserve account balance meets or exceeds the annual cash flow requirement for the maintenance or replacement of all community reserve items.



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Projected Reserve Contributions

Calendar Year	Member Monthly Reserve Payment	Member Annual Reserve Payment	Monthly Reserve Payment	Annual Reserve Payment
2024	$5.58	$66.91	$6,000.00	$72,000.00
2025	$5.71	$68.53	$6,144.60	$73,735.20
2026	$5.85	$70.18	$6,292.68	$75,512.22
2027	$5.99	$71.87	$6,444.34	$77,332.06
2028	$6.13	$73.60	$6,599.65	$79,195.77
2029	$6.28	$75.38	$6,758.70	$81,104.38
2030	$6.43	$77.19	$6,921.58	$83,059.00
2031	$6.59	$79.05	$7,088.39	$85,060.72
2032	$6.75	$80.96	$7,259.22	$87,110.68
2033	$6.91	$82.91	$7,434.17	$89,210.05
2034	$7.08	$84.91	$7,613.33	$91,360.01
2035	$7.25	$86.95	$7,796.82	$93,561.79
2036	$7.42	$89.05	$7,984.72	$95,816.63
2037	$7.60	$91.19	$8,177.15	$98,125.81
2038	$7.78	$93.39	$8,374.22	$100,490.64
2039	$7.97	$95.64	$8,576.04	$102,912.47
2040	$8.16	$97.95	$8,782.72	$105,392.66
2041	$8.36	$100.31	$8,994.39	$107,932.62
2042	$8.56	$102.73	$9,211.15	$110,533.80
2043	$8.77	$105.20	$9,433.14	$113,197.66
2044	$8.98	$107.74	$9,660.48	$115,925.72
2045	$9.19	$110.33	$9,893.29	$118,719.53
2046	$9.42	$112.99	$10,131.72	$121,580.68
2047	$9.64	$115.72	$10,375.90	$124,510.77
2048	$9.88	$118.51	$10,625.96	$127,511.48
2049	$10.11	$121.36	$10,882.04	$130,584.51
2050	$10.36	$124.29	$11,144.30	$133,731.59
2051	$10.61	$127.28	$11,412.88	$136,954.52
2052	$10.86	$130.35	$11,687.93	$140,255.13
2053	$11.12	$133.49	$11,969.61	$143,635.28
2054	$11.39	$136.71	$12,258.07	$147,096.89

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Annual Expenses

Year	Category	Reserve Item	Cost
2024	Clubhouse	Aluminum rain gutters replacement - Clubhouse	$1,530
2024	Site Elements	Detention pond maintenance and repair allowance	$15,000
Total for 2024:			**$16,530**
2025	Site Elements	Chain-link fencing replacement - Hanson Rd. pond area	$34,077
2025	Recreational Facilities	Tennis court resurface	$42,979
Total for 2025:			**$77,055**
2026	Clubhouse	Clubhouse refurbishment allowance	$30,045
2026	Clubhouse	Clubhouse bathrooms refurbish	$10,792
2026	Clubhouse	Wood deck replacement	$26,246
2026	Clubhouse	HVAC system replacement	$9,250
Total for 2026:			**$76,333**
2027	Paving	Asphalt paved parking areas patch and seal and stripe	$21,324
Total for 2027:			**$21,324**
2028	Pool Area	Pool furniture replacement	$23,041
Total for 2028:			**$23,041**
2029	Paving	Concrete curb repair allowance (10% every 10 years)	$2,604
2029	Paving	Concrete walkways repair allowance (10% every 10 years) - Clubhouse parking area	$3,533
Total for 2029:			**$6,137**
2030	Pool Area	Pool resurface - large pool and kiddie pool	$122,342
2030	Pool Area	Pool tile and coping replacement - large pool and kiddie pool	$34,679
2030	Pool Area	Pool equipment pumps and filters system replacement	$9,157
2030	Pool Area	Pool awnings fabric & frame replacement	$16,280
Total for 2030:			**$182,458**
2031	Pool Area	Large pool cover replacement	$48,421
2031	Pool Area	Kiddie pool cover replacement	$4,491
Total for 2031:			**$52,912**
2032	Paving	Asphalt paved parking areas patch and seal and stripe	$24,020
Total for 2032:			**$24,020**
2033	Pool Area	Pool furniture replacement	$25,955
2033	Pool Area	Lifeguard chair replacement	$12,750
Total for 2033:			**$38,704**
2034	Clubhouse	Vinyl exterior siding surfaces replacement	$19,547
2034	Clubhouse	Windows replacement for clubhouse	$5,036

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Annual Expenses

Year	Category	Reserve Item	Cost
2034	Clubhouse	Security system upgrade allowance	$18,653
2034	Pool Area	Pool deck waterproofing	$66,784
2034	Site Elements	Detention pond maintenance and repair allowance	$19,033
2034	Recreational Facilities	Tennis court resurface	$53,252
2034	Recreational Facilities	Tennis court chain-link fencing replacement	$21,936
Total for 2034:			**$204,241**
2035		No reserve items for this year.	$0
Total for 2035:			**$0**
2036	Site Elements	Chain-link fencing replacement - dog park area at Clover Valley	$19,805
Total for 2036:			**$19,805**
2037	Paving	Asphalt paved parking areas patch and seal and stripe	$27,057
2037	Pool Area	Pool house bathrooms refurbish	$20,034
2037	Recreational Facilities	Children's Playground Equipment Replacement - Clover Valley	$56,095
2037	Recreational Facilities	Children's Playground Equipment Replacement - Acorn Ridge	$40,068
Total for 2037:			**$143,255**
2038	Pool Area	Pool furniture replacement	$29,236
2038	Pool Area	Pool awnings fabric & frame replacement	$19,696
2038	Pool Area	Large pool cover replacement	$57,205
2038	Pool Area	Kiddie pool cover replacement	$5,306
2038	Site Elements	Parking area lighting replacement - near tennis court	$3,283
Total for 2038:			**$114,726**
2039	Paving	Concrete curb repair allowance (10% every 10 years)	$3,304
2039	Paving	Concrete walkways repair allowance (10% every 10 years) - Clubhouse parking area	$4,483
2039	Clubhouse	Dimensional asphalt shingle roofing replacement	$7,438
2039	Clubhouse	Exterior doors replacement	$4,412
2039	Site Elements	Clubhouse reader board sign	$6,110
Total for 2039:			**$25,748**
2040	Clubhouse	HVAC system replacement	$12,911
2040	Pool Area	Pool equipment pumps and filters system replacement	$11,620
Total for 2040:			**$24,530**
2041	Clubhouse	Clubhouse refurbishment allowance	$42,944
Total for 2041:			**$42,944**

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Annual Expenses

Year	Category	Reserve Item	Cost
2042	Paving	Asphalt paved parking areas patch and seal and stripe	$30,479
2042	Clubhouse	Clubhouse bathrooms refurbish	$15,797
2042	Pool Area	Pool resurface - large pool and kiddie pool	$162,812
2042	Pool Area	Pool tile and coping replacement - large pool and kiddie pool	$46,150
2042	Pool Area	Metal picnic table replacement	$10,437
Total for 2042:			**$265,675**
2043	Pool Area	Pool furniture replacement	$32,933
2043	Pool Area	Lifeguard chair replacement	$16,178
2043	Recreational Facilities	Tennis court resurface	$65,980
Total for 2043:			**$115,092**
2044	Paving	Asphalt paved parking areas mill and overlay - Clubhouse parking area	$136,305
2044	Clubhouse	Security system upgrade allowance	$23,668
2044	Pool Area	Concrete pool deck resurface	$211,854
2044	Site Elements	Community entrance signage replacement	$14,877
2044	Site Elements	Detention pond maintenance and repair allowance	$24,151
Total for 2044:			**$410,855**
2045	Pool Area	Large pool cover replacement	$67,582
2045	Pool Area	Kiddie pool cover replacement	$6,268
Total for 2045:			**$73,850**
2046	Clubhouse	Wood deck replacement	$42,258
2046	Pool Area	Pool awnings fabric & frame replacement	$23,830
Total for 2046:			**$66,088**
2047	Paving	Asphalt paved parking areas patch and seal and stripe	$34,333
Total for 2047:			**$34,333**
2048	Pool Area	Pool furniture replacement	$37,098
Total for 2048:			**$37,098**
2049	Paving	Concrete curb repair allowance (10% every 10 years)	$4,193
2049	Paving	Concrete walkways repair allowance (10% every 10 years) - Clubhouse parking area	$5,689
2049	Site Elements	Chain-link fencing replacement - Hanson Rd. pond area	$60,350
Total for 2049:			**$70,231**
2050	Pool Area	Pool equipment pumps and filters system replacement	$14,744
Total for 2050:			**$14,744**

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Annual Expenses

Year	Category	Reserve Item	Cost
2051	Pool Area	Pool vinyl fencing replacement - around large pool	$31,859
2051	Pool Area	Pool vinyl fencing replacement - around kiddie pool	$4,077
Total for 2051:			**$35,936**
2052	Paving	Asphalt paved parking areas patch and seal and stripe	$38,674
2052	Pool Area	Large pool cover replacement	$79,841
2052	Pool Area	Kiddie pool cover replacement	$7,405
2052	Recreational Facilities	Tennis court resurface	$81,752
Total for 2052:			**$207,672**
2053	Pool Area	Pool furniture replacement	$41,789
2053	Pool Area	Lifeguard chair replacement	$20,528
2053	Pool Area	Pool house bathrooms refurbish	$29,326
Total for 2053:			**$91,642**
2054	Clubhouse	Aluminum rain gutters replacement - Clubhouse	$3,126
2054	Clubhouse	Security system upgrade allowance	$30,032
2054	Clubhouse	HVAC system replacement	$18,019
2054	Pool Area	Pool resurface - large pool and kiddie pool	$216,667
2054	Pool Area	Pool tile and coping replacement - large pool and kiddie pool	$61,416
2054	Pool Area	Pool deck waterproofing	$107,528
2054	Pool Area	Pool awnings fabric & frame replacement	$28,831
2054	Site Elements	Detention pond maintenance and repair allowance	$30,645
2054	Recreational Facilities	Tennis court chain-link fencing replacement	$35,318
Total for 2054:			**$531,583**

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Reserve Study for

Woodbridge Center Homeowners Association, Inc. (Townhome Addendum)

Edgewood, MD

February 21, 2023

In Process

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

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February 21, 2023

Mr. Martin Cifone
Vice President of Operations
HPS Management
424 Union Ave.
Havre De Grace, MD 21078

Dear Mr. Cifone,

This addendum to the Woodbridge Center Homeowners Association, Inc. Reserve Study encompasses the common elements within the community to include the private courts, mailboxes and street signage. Only those community members who reside in the townhomes are responsible for contributing toward the maintenance and repairs outlined in this addendum.

Executive Financial Summary

In Process

Based on the information collected during the Reserve Study process, the recommended reserve fund contribution for the Woodbridge Center Homeowners Association, Inc. townhomes for 2024 is $68,000. The annual contribution recommendations have been set to meet future expenses while avoiding special assessments and minimizing dues increases. The recommended contributions increase by the inflation rate of 2.41% in an effort to have today's homeowners and future homeowners share a fair and equitable portion of the financial obligations to maintain the community.

Most association board members find the Cash Flow Analysis table and the Projected Reserve Contributions table to be helpful overviews of the study. The cash flow table shows the recommended annual reserve payments by year for the entire 30-year study period. The Projected Reserve Contributions table breaks down the annual contribution based on the number of unit owners in the community and shows how much they will individually be contributing to the reserves on a monthly and annual basis.

It is important to realize that this study is a snapshot based on current conditions and circumstances which no doubt will change. With this in mind, it is essential to have the study updated periodically to maintain its relevance.

COVID-19 Labor and Materials Costs

Due to the COVID-19 global pandemic, labor and material costs have increased significantly since the beginning of the pandemic; projections made in this report reflect the best information available for today's costs. Labor and material costs will continue to be evaluated by Global Solution Partners and will be reviewed in future updates.

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Property Observations

- Per information provided by the client, the mill and overlay of the private courts has been ongoing since 2019, with expected completion to occur in 2023. Global Solution Partners has divided future asphalt repairs into four equal cycles to allow the Association the flexibility to determine which areas to repair first when needed.
- Some of the mailboxes were rusted and in poor condition, while it appears others have recently been replaced. The mailboxes generally have a lifespan of 25 years. Global Solution Partners has included in this Reserve Study an allowance for the replacement of a portion of the mailboxes in the private courts every five years.

Depth of Study

A site visit was made to verify the existing condition as it relates to the average life expectancies of the various reserve study components and to verify component quantities. In-place testing, laboratory testing, and non-destructive testing of the reserve study components were not performed. Field measurements of component quantities were made to either verify improvement plan take-offs or determine directly the quantities of various components. Photographs were taken of the site improvements.

In Process

Summary of Financial Assumptions

The below table contains a partial summary of information including desired study start date, number of dues-paying members, and beginning reserve fund balance, provided by the client or client's representative for the Woodbridge Center Homeowners Association, Inc. (Townhomes) reserve funding study.

Reserve Study by Calendar Year Starting	January 1, 2024
Reserve Funding Study Length	30 years
Number of Dues Paying Members	506
Reserve Balance as of January 1, 2024	$199,438.00
Annual Inflation Rate	2.41%
Interest Rate on Reserve Funds	0.50%
Dues Change Period	1 year

Recommended Payment Schedule

The below table contains Global Solution Partners' recommended schedule of reserve fund contribution payments for the next five years. See the Projected Reserve Contributions table later in this report for the full 30 years. Failure to follow the proposed schedule of payments may result in inadequate reserve funds and require the use of Special Assessments in the future. The recommended reserve fund contributions have been set to meet future capital expenses while avoiding special assessments and minimizing dues increases.

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Calendar Year	Member Monthly Reserve Payment	Monthly Reserve Payment	Annual Reserve Payment	Proposed Reserve Balance
2024	$11.20	$5,667	$68,000	$159,987
2025	$11.47	$5,803	$69,639	$199,300
2026	$11.75	$5,943	$71,317	$239,685
2027	$12.03	$6,086	$73,036	$281,168
2028	$12.32	$6,233	$74,796	$323,776

Reserve Study Assumptions

The below-listed assumptions are implicit in this reserve study:

- Cost estimates and financial information are accurate and current
- No unforeseen circumstances will cause a significant reduction of reserves
- Sufficient comprehensive property insurance exists to protect from insurable risks
- The association plans to continue to maintain the existing common areas and amenities
- Reserve payments occur at the end of every calendar month
- Expenses occur at the end of the expense year

In Process

Impact of Component Life

The projected life expectancy of the major components and the reserve funding needs of the Association are closely tied. Performing the appropriate routine maintenance for each major component generally increases the component's useful life, effectively moving the component expense into the future which reduces the reserve funding payments of the Association. Failure to perform such maintenance can shorten the remaining useful life of the major components, bringing the replacement expense closer to the present which increases the reserve funding payments of the Association.

Inflation Estimate

An annual inflation multiplier of 2.41% has been applied to all future expenses within the 30-year study period. This annual inflation rate was obtained by averaging the previous 30-years' rates as published by the U.S. Bureau of Labor Statistics.

Initial Reserves

Initial reserves for this Reserve Study were projected by the client to be $199,438.00 on January 1, 2024. An interest rate of 0.50% per year has been factored into this Reserve Study. The implicit assumption has been made that the reserve accounts will not be drawn down between the date of the known reserve balance and the study start date.

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Financial Condition of Association

It is recommended that the association adjust its reserve fund contributions to align with the Cash Flow Analysis and Projected Reserve Contributions tables contained in this study.

Special Assessments

Special Assessments have not been factored into this Reserve Study.

Reserve Funding Goal

The reserve fund goal is to maintain a reserve account balance that meets or exceeds the annual cash flow requirement for the maintenance or replacement of all community reserve items.

Study Method

Every reserve item has been given an estimated remaining useful life, an estimated useful life when new, a present cost, and an estimated future cost based on inflation. The present costs of the reserve items in this report have been estimated using a variety of sources including professional cost estimating resources, actual costs provided by the client, our proprietary database, and the knowledge and experience of our Reserve Analysts. Equal annual payments are calculated for each reserve item based upon a payment starting year and a payment ending year using the end-of-period payment method. Interest earned, if applicable, on accumulated reserve funds and taxes on the reserve interest are also calculated. As you review this report, you may find the specifics e.g. quantities, costs, life expectancies, etc. of each reserve item in the Reserve Study Expense Item Listing table. We hope that you will appreciate the level of detail that is used in developing your customized funding plan.

Global Solution Partners has estimated future projected expenses for Woodbridge Center Homeowners Association, Inc. (Townhomes) based upon the preservation of existing components within the community that the association is responsible for maintaining. The reserve study is limited in scope to those expense items listed in the Reserve Study Expense Item Listing table. Expense items that have an expected life of more than 30 years may not be included in this reserve study unless payment for these items overlaps the 30-year reserve study envelope.

Of primary concern is the preservation of a positive funding balance with funds sufficient to meet projected expenses throughout the study life. Based upon the included reserve funding study, it is our professional opinion that the annual reserve fund contributions recommended in the Annual Reserve Payment column of the Cash Flow Analysis table and subsequent breakdown of those contributions as member monthly fees shown in the Projected Reserve Contributions table will realize this goal.

In the process of developing the study, Global Solution Partners gathered specific information about the property by conducting a site visit and performing research through various sources. Additionally, information e.g. current reserve fund balances, number of dues-paying members, desired start date, pertinent maintenance history, etc. were obtained directly from the client and/or the client's representative. Global Solution Partners relies on such information provided by the client and assumes it to be complete and accurate. Where the age of a particular Reserve Item (as listed in the Reserve Study) is unknown, the client or client's representative provided to Global Solution Partners the client's best-estimate age of that item. If the client or client's representative was unable to provide an estimate of a Reserve Item's

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age, Global Solution Partners made its own estimate of the age of the Reserve Item based on visual observation. The Reserve Study is created for the association's use and is a reflection of information gathered by and provided to Global Solution Partners.

This information is not for the purpose of performing an audit, historical records, quality, or forensic analyses. Any on-site evaluation is not considered to be a project audit, quality inspection, or engineering study.

Keeping Your Reserve Study Current

Global Solution Partners believes that funding studies are an essential part of property management. People and property are constantly changing and evolving. As a result, the useful life of a funding study is at best a few years.

This reserve study should be updated when any of the following occur:

- At least once every three years
- At significant changes in inflation rates
- At changes in the number of dues-paying members
- Before starting new improvements
- Before making changes to the property
- After a flood or fire
- After the change of ownership or management
- After Annexation or Incorporation

Items Beyond the Scope of This Report

- Building or land appraisals for any purpose
- State or local zoning ordinance violations
- Building code violations
- Soils conditions, soils contamination or geological stability of site
- Engineering analysis or structural stability of the site
- Air quality, asbestos, electromagnetic radiation, formaldehyde, lead, mercury, or radon
- Water quality or other environmental hazards
- Invasions by termites and any or all other destroying organisms or insects
- Damage or destruction due to birds, bats, or animals to buildings or site
- This study is not a pest inspection
- Adequacy or efficiency of any system or component on site
- Specifically excluded reserve items
- Septic systems and septic tanks
- Buried or concealed portions of swimming pools, pool liners, Jacuzzis and spas or similar items
- Items concealed by signs, carpets, or other things
- Missing or omitted information not supplied by the client for purposes of reserve study preparation
- Hidden improvements such as sewer, water, and electrical lines, or other buried or concealed items
- A Property Condition Assessment or other specialty or comprehensive inspection
- A roof inspection

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Maryland State Regulations

The requirements for community associations in the State of Maryland are as follows:

House Bill 107 (HB 107) requires that community associations conduct a Reserve Study (and update that Reserve Study every five years) of the reserves needed for future major repairs and replacement of the common elements of a cooperative housing corporation or condominium, or the common areas of a homeowner's association (HOA).

Governing Documents

The CCRs (conditions, covenants, and restrictions) governing documents were provided and reviewed as part of this study to assist in determining what parties are responsible for various assets within the community.

Items Maintained by Others

Items maintained by other entities or individuals i.e. municipalities, individual dwelling unit owners, other associations, utility companies, etc... are intentionally not included in this study. The following items have been identified as being maintained by others and therefore are not included in this study:

In Process

- Fire hydrants on site
- Water supply system
- Sewer system
- Transformers on-site
- Townhome units and their lots
- Rear yard fences
- Street lights
- Lead walks to the entrances of the townhomes

Statement of Qualifications

Global Solution Partners is a professional firm in the business of preparing Reserve Studies and other related property services for resorts, hotels, and community associations. We are familiar with construction practices, construction costs, and contracting practices. Our staff members have vast experience in property due diligence and hold many certifications and licenses including but not limited to; contracting, engineering, roofing, code inspection, real estate, project management, home inspection, and pest control.

Conflict of Interest

As the preparer of this reserve study, Global Solution Partners certifies that we do not have any vested interests, financial interests, or other interests that would cause a conflict of interest in the preparation of this reserve study.

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Global Solution Partners would like to thank the Woodbridge Center Homeowners Association, Inc. (Townhomes) for the opportunity to be of service in the preparation of this Reserve Study. If you have any questions, please don't hesitate to contact us.

Prepared by

Bonnie Bogert, RS
Project Manager
Global Solution Partners

In Process

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Community Photos

Typical townhome court

Typical townhome court

Typical townhome court

Rusted mailbox

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Reserve Item Categories

Paving

In Process

Item Name	Present Cost	Remaining Life	Expected Life	First Expense Year	First Expense	Repeating Item?
Asphalt paved parking areas mill and overlay - cycle 1	$130,112.17	21 Yrs	25 Yrs	2045	$214,539.67	Y
Asphalt paved parking areas mill and overlay - cycle 2	$130,112.17	22 Yrs	25 Yrs	2046	$219,710.08	Y
Asphalt paved parking areas mill and overlay - cycle 3	$130,112.17	23 Yrs	25 Yrs	2047	$225,005.09	Y
Asphalt paved parking areas mill and overlay - cycle 4	$130,112.17	24 Yrs	25 Yrs	2048	$230,427.71	Y
Asphalt paved streets patch and seal - cycle 1	$30,158.45	1 Yrs	5 Yrs	2025	$30,885.27	Y
Asphalt paved streets patch and seal - cycle 2	$30,158.45	2 Yrs	5 Yrs	2026	$31,629.60	Y
Asphalt paved streets patch and seal - cycle 3	$30,158.45	3 Yrs	5 Yrs	2027	$32,391.88	Y
Asphalt paved streets patch and seal - cycle 4	$30,158.45	4 Yrs	5 Yrs	2028	$33,172.52	Y
Concrete curb repair allowance (10% every 10 years)	$20,923.72	0 Yrs	10 Yrs	2024	$20,923.72	Y
Concrete sidewalks repair allowance (10% every 10 years)	$75,465.49	0 Yrs	10 Yrs	2024	$75,465.49	Y

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Site Elements

In Process

Item Name	Present Cost	Remaining Life	Expected Life	First Expense Year	First Expense	Repeating Item?
Community signage replacement allowance - parking and street signs	$2,500.00	10 Yrs	10 Yrs	2034	$3,172.22	Y
Mailbox pedestal kiosk replacement allowance	$11,760.00	0 Yrs	5 Yrs	2024	$11,760.00	Y
Stormwater drainage system repair allowance	$97,020.00	15 Yrs	15 Yrs	2039	$138,674.55	Y

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Prepared by Global Solution Partners
Funding Reserve Analysis

Reserve Item Listing

Category	Reserve Items	Unit Cost	No Units	Current Cost When New	Estimated Remaining Life	Estimated Remaining Life When New	Year	Estimated Future Cost	Straight Line Payment
Paving	Asphalt paved parking areas mill and overlay - cycle 1	$1.51 sqft	86,167 sq ft	$130,112	21 Yrs	25 Yrs	2045 2070 2095	$214,540 $389,105 $705,709	$9,752 $15,564 $28,228
Paving	Asphalt paved parking areas mill and overlay - cycle 2	$1.51 sqft	86,167 sq ft	$130,112	22 Yrs	25 Yrs	2046 2071 2096	$219,710 $398,482 $722,717	$9,553 $15,939 $28,909
Paving	Asphalt paved parking areas mill and overlay - cycle 3	$1.51 sqft	86,167 sq ft	$130,112	23 Yrs	25 Yrs	2047 2072 2097	$225,005 $408,086 $740,134	$9,375 $16,323 $29,605
Paving	Asphalt paved parking areas mill and overlay - cycle 4	$1.51 sqft	86,167 sq ft	$130,112	24 Yrs	25 Yrs	2048 2073 2098	$230,428 $417,921 $757,972	$9,217 $16,717 $30,319
Paving	Asphalt paved streets patch and seal - cycle 1	$0.35 sqft	86,167 sq ft	$30,158	1 Yrs	5 Yrs	2025 2030 2035	$30,885 $34,791 $39,190	$15,443 $6,958 $7,838
Paving	Asphalt paved streets patch and seal - cycle 2	$0.35 sqft	86,167 sq ft	$30,158	2 Yrs	5 Yrs	2026 2031 2036	$31,630 $35,629 $40,134	$10,543 $7,126 $8,027
Paving	Asphalt paved streets patch and seal - cycle 3	$0.35 sqft	86,167 sq ft	$30,158	3 Yrs	5 Yrs	2027 2032 2037	$32,392 $36,488 $41,102	$8,098 $7,298 $8,220
Paving	Asphalt paved streets patch and seal - cycle 4	$0.35 sqft	86,167 sq ft	$30,158	4 Yrs	5 Yrs	2028 2033 2038	$33,173 $37,367 $42,092	$6,635 $7,473 $8,418
Paving	Concrete curb repair allowance (10% every 10 years)	$16.02 lnft	1,306 lnft	$20,924	0 Yrs	10 Yrs	2024 2034 2044	$20,924 $26,550 $33,689	$20,924 $2,655 $3,369
Paving	Concrete sidewalks repair allowance (10% every 10 years)	$14.29 sqft	5,281 sqft	$75,465	0 Yrs	10 Yrs	2024 2034 2044	$75,465 $95,757 $121,505	$75,465 $9,576 $12,151
Site Elements	Community signage replacement allowance - parking and street signs	$2500.00 lump sum	1 lump sum	$2,500	10 Yrs	10 Yrs	2034 2044 2054	$3,172 $4,025 $5,108	$288 $403 $511
Site Elements	Mailbox pedestal kiosk replacement allowance	$2352.00 ea	5 ea	$11,760	0 Yrs	5 Yrs	2024 2029 2034	$11,760 $13,247 $14,922	$11,760 $2,649 $2,984
Site Elements	Stormwater drainage system repair allowance	$2940.00 ea	33 ea	$97,020	15 Yrs	15 Yrs	2039 2054 2069	$138,675 $198,213 $283,314	$8,667 $13,214 $18,888

In Process

Note for communities using straight line funding: Straight Line Annual Payments do not include earned interest, tax adjustments, or payments made with initial reserves.

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Cash Flow Analysis

Calendar Year	Annual Reserve Payment	Annual Interest	Annual Expenses	Annual Income Tax on Interest	Net Reserve Funds
2024	$68,000	$997	$108,149	$299	$159,987
2025	$69,639	$800	$30,885	$240	$199,300
2026	$71,317	$997	$31,630	$299	$239,685
2027	$73,036	$1,198	$32,392	$360	$281,168
2028	$74,796	$1,406	$33,173	$422	$323,776
2029	$76,599	$1,619	$13,247	$486	$388,261
2030	$78,445	$1,941	$34,791	$582	$433,273
2031	$80,335	$2,166	$35,629	$650	$479,496
2032	$82,271	$2,397	$36,488	$719	$526,957
2033	$84,254	$2,635	$37,367	$790	$575,688
2034	$86,284	$2,878	$140,402	$864	$523,586
2035	$88,364	$2,618	$39,190	$785	$574,593
2036	$90,493	$2,873	$40,134	$862	$626,963
2037	$92,674	$3,135	$41,102	$940	$680,730
2038	$94,908	$3,404	$42,092	$1,021	$735,928
2039	$97,195	$3,680	$155,484	$1,104	$680,215
2040	$99,538	$3,401	$44,146	$1,020	$737,988
2041	$101,936	$3,690	$45,209	$1,107	$797,298
2042	$104,393	$3,986	$46,299	$1,196	$858,182
2043	$106,909	$4,291	$47,415	$1,287	$920,680
2044	$109,485	$4,603	$178,154	$1,381	$855,234
2045	$112,124	$4,276	$264,267	$1,283	$706,084
2046	$114,826	$3,530	$270,636	$1,059	$552,745
2047	$117,594	$2,764	$277,159	$829	$395,115
2048	$120,428	$1,976	$283,838	$593	$233,087
2049	$123,330	$1,165	$21,329	$350	$335,904
2050	$126,302	$1,680	$56,016	$504	$407,366
2051	$129,346	$2,037	$57,366	$611	$480,772
2052	$132,463	$2,404	$58,748	$721	$556,169
2053	$135,656	$2,781	$60,164	$834	$633,607
2054	$138,925	$3,168	$424,271	$950	$350,479
Totals	**$3,081,864**	**$80,496**	**$2,987,171**	**$24,149**	

In Process

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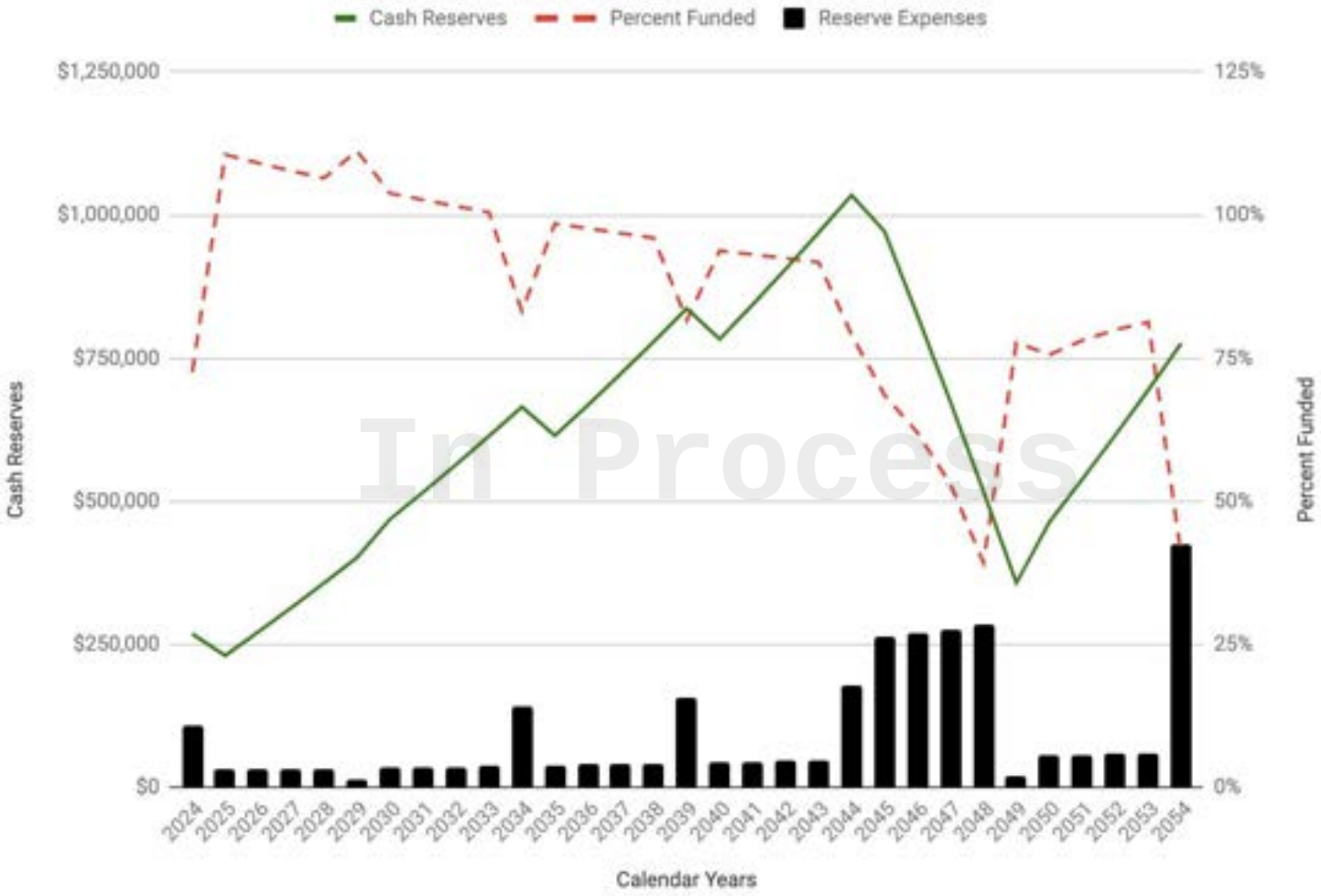
Cash Flow by Calendar Year

The following chart shows that the reserve account balance meets or exceeds the annual cash flow requirement for the maintenance or replacement of all community reserve items.



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Projected Reserve Contributions

Calendar Year	Member Monthly Reserve Payment	Member Annual Reserve Payment	Monthly Reserve Payment	Annual Reserve Payment
2024	$11.20	$134.39	$5,666.67	$68,000.00
2025	$11.47	$137.63	$5,803.23	$69,638.80
2026	$11.75	$140.94	$5,943.09	$71,317.10
2027	$12.03	$144.34	$6,086.32	$73,035.84
2028	$12.32	$147.82	$6,233.00	$74,796.00
2029	$12.62	$151.38	$6,383.22	$76,598.58
2030	$12.92	$155.03	$6,537.05	$78,444.61
2031	$13.23	$158.77	$6,694.59	$80,335.13
2032	$13.55	$162.59	$6,855.93	$82,271.20
2033	$13.88	$166.51	$7,021.16	$84,253.94
2034	$14.21	$170.52	$7,190.37	$86,284.46
2035	$14.55	$174.63	$7,363.66	$88,363.91
2036	$14.90	$178.84	$7,541.12	$90,493.48
2037	$15.26	$183.15	$7,722.86	$92,674.38
2038	$15.63	$187.56	$7,908.99	$94,907.83
2039	$16.01	$192.09	$8,099.59	$97,195.11
2040	$16.39	$196.71	$8,294.79	$99,537.51
2041	$16.79	$201.46	$8,494.70	$101,936.36
2042	$17.19	$206.31	$8,699.42	$104,393.03
2043	$17.61	$211.28	$8,909.08	$106,908.90
2044	$18.03	$216.37	$9,123.78	$109,485.41
2045	$18.47	$221.59	$9,343.67	$112,124.00
2046	$18.91	$226.93	$9,568.85	$114,826.19
2047	$19.37	$232.40	$9,799.46	$117,593.50
2048	$19.83	$238.00	$10,035.63	$120,427.51
2049	$20.31	$243.73	$10,277.48	$123,329.81
2050	$20.80	$249.61	$10,525.17	$126,302.06
2051	$21.30	$255.62	$10,778.83	$129,345.94
2052	$21.82	$261.78	$11,038.60	$132,463.18
2053	$22.34	$268.09	$11,304.63	$135,655.54
2054	$22.88	$274.56	$11,577.07	$138,924.84

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Annual Expenses

Year	Category	Reserve Item	Cost
2024	Paving	Concrete curb repair allowance (10% every 10 years)	$20,924
2024	Paving	Concrete sidewalks repair allowance (10% every 10 years)	$75,465
2024	Site Elements	Mailbox pedestal kiosk replacement allowance	$11,760
Total for 2024:			**$108,149**
2025	Paving	Asphalt paved streets patch and seal - cycle 1	$30,885
Total for 2025:			**$30,885**
2026	Paving	Asphalt paved streets patch and seal - cycle 2	$31,630
Total for 2026:			**$31,630**
2027	Paving	Asphalt paved streets patch and seal - cycle 3	$32,392
Total for 2027:			**$32,392**
2028	Paving	Asphalt paved streets patch and seal - cycle 4	$33,173
Total for 2028:			**$33,173**
2029	Site Elements	Mailbox pedestal kiosk replacement allowance	$13,247
Total for 2029:			**$13,247**
2030	Paving	Asphalt paved streets patch and seal - cycle 1	$34,791
Total for 2030:			**$34,791**
2031	Paving	Asphalt paved streets patch and seal - cycle 2	$35,629
Total for 2031:			**$35,629**
2032	Paving	Asphalt paved streets patch and seal - cycle 3	$36,488
Total for 2032:			**$36,488**
2033	Paving	Asphalt paved streets patch and seal - cycle 4	$37,367
Total for 2033:			**$37,367**
2034	Paving	Concrete curb repair allowance (10% every 10 years)	$26,550
2034	Paving	Concrete sidewalks repair allowance (10% every 10 years)	$95,757
2034	Site Elements	Mailbox pedestal kiosk replacement allowance	$14,922
2034	Site Elements	Community signage replacement allowance - parking and street signs	$3,172
Total for 2034:			**$140,402**
2035	Paving	Asphalt paved streets patch and seal - cycle 1	$39,190
Total for 2035:			**$39,190**
2036	Paving	Asphalt paved streets patch and seal - cycle 2	$40,134
Total for 2036:			**$40,134**
2037	Paving	Asphalt paved streets patch and seal - cycle 3	$41,102
Total for 2037:			**$41,102**

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Annual Expenses

Year	Category	Reserve Item	Cost
2038	Paving	Asphalt paved streets patch and seal - cycle 4	$42,092
Total for 2038:			**$42,092**
2039	Site Elements	Mailbox pedestal kiosk replacement allowance	$16,809
2039	Site Elements	Stormwater drainage system repair allowance	$138,675
Total for 2039:			**$155,484**
2040	Paving	Asphalt paved streets patch and seal - cycle 1	$44,146
Total for 2040:			**$44,146**
2041	Paving	Asphalt paved streets patch and seal - cycle 2	$45,209
Total for 2041:			**$45,209**
2042	Paving	Asphalt paved streets patch and seal - cycle 3	$46,299
Total for 2042:			**$46,299**
2043	Paving	Asphalt paved streets patch and seal - cycle 4	$47,415
Total for 2043:			**$47,415**
2044	Paving	Concrete curb repair allowance (10% every 10 years)	$33,689
2044	Paving	Concrete sidewalks repair allowance (10% every 10 years)	$121,505
2044	Site Elements	Mailbox pedestal kiosk replacement allowance	$18,935
2044	Site Elements	Community signage replacement allowance - parking and street signs	$4,025
Total for 2044:			**$178,154**
2045	Paving	Asphalt paved parking areas mill and overlay - cycle 1	$214,540
2045	Paving	Asphalt paved streets patch and seal - cycle 1	$49,728
Total for 2045:			**$264,267**
2046	Paving	Asphalt paved parking areas mill and overlay - cycle 2	$219,710
2046	Paving	Asphalt paved streets patch and seal - cycle 2	$50,926
Total for 2046:			**$270,636**
2047	Paving	Asphalt paved parking areas mill and overlay - cycle 3	$225,005
2047	Paving	Asphalt paved streets patch and seal - cycle 3	$52,153
Total for 2047:			**$277,159**
2048	Paving	Asphalt paved parking areas mill and overlay - cycle 4	$230,428
2048	Paving	Asphalt paved streets patch and seal - cycle 4	$53,410
Total for 2048:			**$283,838**
2049	Site Elements	Mailbox pedestal kiosk replacement allowance	$21,329
Total for 2049:			**$21,329**
2050	Paving	Asphalt paved streets patch and seal - cycle 1	$56,016

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Annual Expenses

Year	Category	Reserve Item	Cost
Total for 2050:			**$56,016**
2051	Paving	Asphalt paved streets patch and seal - cycle 2	$57,366
Total for 2051:			**$57,366**
2052	Paving	Asphalt paved streets patch and seal - cycle 3	$58,748
Total for 2052:			**$58,748**
2053	Paving	Asphalt paved streets patch and seal - cycle 4	$60,164
Total for 2053:			**$60,164**
2054	Paving	Concrete curb repair allowance (10% every 10 years)	$42,747
2054	Paving	Concrete sidewalks repair allowance (10% every 10 years)	$154,177
2054	Site Elements	Mailbox pedestal kiosk replacement allowance	$24,026
2054	Site Elements	Stormwater drainage system repair allowance	$198,213
2054	Site Elements	Community signage replacement allowance - parking and street signs	$5,108
Total for 2054:			**$424,271**

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Simmerer Insurance LLC 601 7th St Ste 103 Laurel, MD 20707 License #: 124305	CONTACT NAME: Christy Harman PHONE (A/C, No, Ext): (301)386-0900 FAX (A/C, No): (301)368-6855 E-MAIL ADDRESS: christy@simmererinsurance.com
INSURED Woodbridge Center HOA, Inc. c/o HPS Management 424 N Union Avenue Havre De Grace, MD 21078-2827	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Nationwide General Insurance Company — 23760N INSURER B : Nationwide Mutual Insurance Company — 23787N INSURER C : The PMA Companies — 12262 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER: 00029835-215475** **REVISION NUMBER: 10**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		ACPBP013220799140	06/01/2024	06/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y		ACPCU013220799140	06/01/2024	06/01/2025	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C	Employee Theft	Y		412201-13-90-90-9Y	06/01/2024	06/01/2025	Each Occurrence	$1,000,000
A	D&O Liability			ACPBP013220799140	06/01/2024	06/01/2025	Errors & Omissions	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

NOTE: Any common elements and buildings are insured at 100% replacement cost. Building Replacement coverage is provided for Swimming Pool, Pool House, Tennis Courts, Fences and Signage in the amount of $1,254,000. Business Personal Proerty coverage is provided in the amount of $105,900. Policy Deductible is $1,000. This community will be comprised of 1,074 residential units. HPS Management is listed as an additional insured and is covered under the Employee Dishonesty provisions of this policy. Automatic Inflation Guard, Building Ordinance or Law, Severability of Interest and Equipment Breakdown coverage are provided under the provisions of this policy. Wind and Hail coverage is provided.

CERTIFICATE HOLDER	CANCELLATION
HPS Management 424 N Union Avenue Havre de Grace, MD 21078	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Christy J. Harman (CJH)

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1 (877) 669-6877

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COMMERCIAL PORTFOLIO ACP 3200799140

ACCOUNT NUMBER

ACP 3200799140

BILLING ACCOUNT NUMBER

328614246

WOODBRIDGE CENTER HOA INC
424 N UNION AVE
HAVRE DE GRACE, MD 21078-2827

6618700008301 3

PLEASE KEEP THIS FOR YOUR RECORDS

We are pleased to serve your business insurance needs. Our company is committed to providing you high quality insurance protection and superior service.

If you should have any questions about your insurance portfolio or if you wish to make a change to your policy, please contact your agent.

In Process

IMPORTANT INFORMATION ABOUT YOUR POLICY

Please spend a few minutes to read and understand your policy. Some items to which you should pay special attention are as follows:

- **Special Required State Notices.** These notices, when included, point out specific items concerning your policy. We urge you to read them.
- **Declarations Page.** This shows such information as your name, address, the coverages provided, the policy term, policy limits, list of coverages forms, premium amounts, and other individualized information.
- **Coverage and Endorsement Forms.** This is the section of your policy which provides policy and coverage information. Please read it carefully.

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Your Commercial Insurance Portfolio

Courtesy of:

Agency:	SIMMERER INSURANCE LLC
Agency Number:	67953
Region Code:	042
Producer:	PHILIP SIMMERER
Producer Number:	010
Agency Address:	601 7TH ST STE 103 LAUREL, MD 20707-4011
Agency Phone Number:	(301) 386-0900

MD 67953

Nationwide Mutual Insurance Company and Affiliated Companies, One Nationwide Plaza, Columbus, Ohio 43215-2220
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COMMERCIAL PACKAGE SUMMARY

PRINTED 03-28-2024

Account Number:	ACP 3200799140
Named Insured:	WOODBRIDGE CENTER HOA INC
Mailing Address:	424 N UNION AVE HAVRE DE GRACE, MD 21078-2827
Agency:	SIMMERER INSURANCE LLC
Agency Number:	67953
Producer:	PHILIP SIMMERER
Producer Number:	010
Region Code:	042
Agency Address:	601 7TH ST STE 103 LAUREL, MD 20707-4011
Agency Phone Number:	(301) 386-0900

Premiums/Fees

Total Account Premium	**$15,556.00**

In Process

Line of Business	Premium
Businessowners	$12,300.00
Commercial Umbrella	$3,256.00

Not a bill. Your bill is sent separately.

This Commercial Package is a portfolio of individual policies which serves to combine various insurance coverages written under a group of separate contracts of insurance.

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COMMERCIAL UMBRELLA

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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.)

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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)

In Process

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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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)

In Process

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.

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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)

In Process

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

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RENEWAL

COMMERCIAL UMBRELLA

COMMON DECLARATIONS

Policy Number:	ACP CU013220799140
Named Insured:	WOODBRIDGE CENTER HOA 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 06-01-2024 To 06-01-2025 12:01 AM Standard Time at the insured's mailing address.
The Insured is a(n):	Corporation

Premium/Fees

Total Annual Premium	$3,256.00
Total Policy Premium	**$3,256.00**

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Umbrella Limits

Self-Insured Retention	Not Applicable	
Limits of Insurance:	a) $4,000,000	Each Occurrence
	b) $4,000,000	Products - Completed Operations Aggregate
	c) $4,000,000	Other Aggregate

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COMMERCIAL UMBRELLA

SCHEDULE(S)

Policy Number: ACP CU013220799140 Policy Period: From 06-01-2024 To 06-01-2025

SCHEDULE OF NAMED INSUREDS

Named Insured	Type of Entity
WOODBRIDGE CENTER HOA INC	Corporation

In Process

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

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COMMERCIAL UMBRELLA

SCHEDULE(S)

Policy Number: ACP CU013220799140 Policy Period: From 06-01-2024 To 06-01-2025

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 58 05 09	Communicable Disease Exclusion
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 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
CU 34 56 12 23	EXCLUSION - CYBER INCIDENT

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COMMERCIAL UMBRELLA

SCHEDULE(S)

Policy Number: ACP CU013220799140 Policy Period: From 06-01-2024 To 06-01-2025

IMPORTANT NOTICES

Form Number	Title
NI0062 01 21	Notice of Terrorism Insurance Coverage
NI0109 11 22	PFC/PFAS Exclusion 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

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COMMERCIAL UMBRELLA

SCHEDULE(S)

Policy Number: ACP CU013220799140 Policy Period: From 06-01-2024 To 06-01-2025

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

Businessowners

Policy Number: ACP BP013220799140 Policy Period: From 06-01-2024 To 06-01-2025

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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What you need to do

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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)

In Process

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.

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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

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SCHEDULE

Named Association: WOODBRIDGE CENTER HOA INC	
Directors And Officers Liability Annual Aggregate Limit Of Insurance:	$4,000,000
Retained Limit:	$
Pending Or Prior Litigation Date:	**Retroactive Date:** 06-01-2022
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

In Process

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

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"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;

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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.

l. 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.

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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:

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(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:

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

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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

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.

In Process

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.

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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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BUSINESSOWNERS

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Nationwide®

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

Flood Insurance 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 know
Your policy does not cover damage from floods to any property resulting directly or indirectly from "water".

Excluded "water" losses include, but are not limited to those caused by:
- Flood
- Surface water
- Waves
- Tides
- Tidal waves
- Overflow of any body of water, or their spray, all whether driven by wind or not.

These types of loss or damage caused by "water" are excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. You'll need to read your policy for all of the details about excluded water losses. This is just a summary of the excluded water losses to highlight some important flood-related issues.

Additional information
In most communities you can obtain flood insurance policies backed by the federal government's National Flood Insurance Program, through your agent. In those qualifying communities, you can obtain flood insurance protection for your property regardless of your flood zone or flood risk.

Your agent can assist you in:
- Determining if your community participates in the National Flood Insurance Program
- Assessing your flood risk
- Understanding flood policy availability

To learn more about flood insurance and your risk of flooding, access the National Flood Insurance Program's consumer website at www.FloodSmart.gov.

As you consider the risk of flooding in your area and consider your options for obtaining valuable protection, consider that:
- All property is in a flood zone, regardless of whether an area has been defined as high risk or low risk.
- Nearly 25% of all flood claims are for properties located in lower-risk flood areas or locations where flooding is not expected.
- Floods can happen anywhere, at any time, causing anguish, destruction, and financial damage.
- Changing weather patterns, as well as residential and business development, may increase your chance of experiencing a flood.
- Flooding can occur as a result of clogged, overloaded, or inadequate storm drains. You don't have to live near a body of water to be flooded.
- Federal disaster assistance is often a loan and must be repaid with interest.

Ask your agent about obtaining flood insurance for your property today.

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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)

In Process

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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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)

In Process

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.

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Nationwide®

IMPORTANT NOTICE

Information for Insureds Who Have Tenants
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's "subrogation"
Subrogation is the ability to recover damages from a responsible party. The subrogation clause in your insurance contract permits us to pursue recovery against those parties responsible for losses under your policy. Subrogation plays an important role in the claims settlement process when a loss occurs.

What you need to know
The "Anti-Subrogation Rule/Implied Co-Insured Doctrine" may limit subrogation on your policy by preventing landlords and their insurance companies from recovering damages caused by tenants. These damages may include:

- The property deductible you pay
- Uninsured or partially covered losses
- Losses that occur as a result of tenants' negligence

If this doctrine is applied where your buildings are located, you may be unable to seek repayment from your tenants if they negligently cause a fire in your building. To prevent this from occurring, additional provisions may be needed in your lease agreements to clarify who is responsible for damages when property damage or injury is caused by a tenant's negligence.

What you need to do
This information is not intended to be legal advice and is provided for informational purposes only. We recommend that you contact an attorney for more guidance on the "Anti-Subrogation Rule/Implied Co-Insured Doctrine" and how it affects the lease agreement between you and your tenants.

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.

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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)

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.

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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

Data Breach & Identity Recovery Services
Through a partnership with Hartford Steam Boiler, you have access to a data breach risk management portal called the eRisk Hub. The portal is designed to help you understand data information exposures, help you plan and be prepared for a data breach, and establish a response plan to manage the costs and minimize the effects of a data breach.

Key features of the portal include:

- **Incident Response Plan Roadmap** – Suggested steps your business can take following data breach incident; having an incident response plan prepared in advance of a breach can be useful for defense of potential litigation
- **Online Training Modules** – Ready-to-use training for your business on privacy best practices and Red Flag Rules
- **Risk Management Tools** – Assist your business in managing data breach exposures including self-assessments and state breach notification laws
- **eRisk Resources** – A directory to quickly find external resources on pre and post-breach disciplines
- **News Center** – Cyber risk stories, security and compliance blogs, security news, risk management events, and helpful industry links

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- **Learning Center** – Best practices and white papers written by leading authorities

To access the eRisk Hub portal:

- Enter https://www.eriskhub.com/nationwide.php in your browser
- Complete the information, including your name and company; your User ID and Password are case-sensitive
- Enter your assigned access code: **12116-73**
- Enter the challenge word on the screen, and click "Submit" and follow the instructions to complete your profile setup
- You can now login to the portal

You also have access to a help-line to answer breach related questions. Insureds having questions pertaining to how to prepare for a breach, help in identifying a breach, or other questions pertaining to breach related best practices can call our breach preparedness help-line. Experienced professionals are able to provide insights to help insureds understand the complicated environment pertaining to breaches of personal information. The breach preparedness help-line is 877-800-5028.

In addition, you have the ability to purchase Data Compromise Insurance coverage and CyberOne Insurance coverage.

The Data Compromise coverage covers the costs incurred by an insured to respond to a data breach, including expenses related to forensic information technology review, legal review, notification to affected individuals, services to affected individuals, public relations services. Insureds will also have the ability to include Data Compromise Defense and Liability coverage which covers the liability from a suit brought by an individual affected by the data breach.

CyberOne coverage protects businesses against damage to electronic data and computer systems from a virus or other computer attack. It also protects a business's liability to third parties that may have suffered damage due to security weaknesses in the business's computer system.

In Process

Identity Recovery Services Information:
Through a partnership Hartford Steam Boiler, you will have access to a Toll-Free Identity Recovery Help Line designed to provide education about identity theft and identity theft risks. The toll-free Help Line is staffed by experienced identity theft counsellors who can answer questions and provide useful information and resources to identity theft victims. The Identity Recovery Help Line number is 877-800-5028.

In addition, you have the ability to buy Identity Recovery insurance coverage as an included element of Data Compromise coverage or separately, on its own. The Identity Recovery coverage insures against the theft of identities of the insured's key owners, officers, and resident family members. The coverage provides the services of an identity theft case manager and pays for various out-of-pocket expenses due to a covered identity theft, including:

- Legal fees for answer of civil judgments and defense of criminal charges
- Phone, postage, shipping fees
- Notary and filing fees
- Credit bureau reports
- Lost Wages and Child or Elder Care
- Mental Health Counseling costs (Not Available in NY)
- Miscellaneous Expense coverage

NI 00 35 01 17

CONSUMER REPORT INQUIRY NOTICE

Consumer reports, including credit history may have been ordered from a consumer reporting agency to underwrite and/or rate your insurance policy. You have the right to access this information and request correction of any inaccuracies. Your consumer reports, including your credit history are not affected in any way by our inquiry.

We are committed to respecting your privacy and safeguarding your personal information.

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NATIONWIDE GENERAL INSURANCE COMPANY

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

Nationwide®

RENEWAL

PREMIER BUSINESSOWNERS POLICY

HABITATIONAL

COMMON DECLARATIONS

Policy Number:	ACP BP013220799140
Named Insured:	WOODBRIDGE CENTER HOA INC
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 Number:	(301) 386-0900
Producer:	PHILIP SIMMERER
Policy Period:	Effective From 06-01-2024 To 06-01-2025 12:01 AM Standard Time at your principal place of business

Premiums/Fees

Total Annual Premium	$12,300.00
Total Policy Premium	**$12,300.00**

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Form of your business entity: Corporation

IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE TO PROVIDE THE INSURANCE STATED IN THIS POLICY.

These Common Policy Declarations, together with the Common Policy Conditions, Coverage Form Declarations, Coverage Forms and any endorsements issued to form a part thereof, complete the Policy numbered above.

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PREMIER BUSINESSOWNERS POLICY

HABITATIONAL

COMMON DECLARATIONS

Policy Number: ACP BP013220799140 Policy Period: From 06-01-2024 To 06-01-2025

SCHEDULE OF NAMED INSUREDS

Named Insured:
WOODBRIDGE CENTER HOA INC

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PREMIER BUSINESSOWNERS POLICY

HABITATIONAL

PROPERTY DECLARATIONS

Policy Number: ACP BP013220799140 Policy Period: From 06-01-2024 To 06-01-2025

Premises: 001 / **Building:** 001

Premises Address: 910 WOODBRIDGE CENTER WAY
EDGEWOOD, MD 21040-2192

Classification: Homeowners Associations

Construction Type: Frame

Occupancy Type: Building Owner - Lessors risk

POOL HOUSE, TENNIS COURTS, SWIMMING POOL, FENCES, AND SIGNAGE

WE PROVIDE INSURANCE ONLY FOR THOSE COVERAGES INDICATED BY A LIMIT OR BY "INCLUDED". Property Coverage is subject to a **$1,000 Deductible**, unless otherwise stated.

Coverages	Deductible	Limit
Building	$1,000	$1,254,000
Replacement Cost		
Business Personal Property	$1,000	$105,900
Additional Coverages - The Coverage Form includes other Additional Coverages not shown		
Business Income		Included
Actual Loss Sustained		12 Months
Waiting Period		0 Hours
Ordinary Payroll		60 Days
Extended Period Of Indemnity		60 Days
Extra Expense		Included
Actual Loss Sustained		12 Months
Waiting Period		0 Hours
Equipment Breakdown	No Separate Deductible	Included
Building Automatic Increase Percentage		0%
Business Personal Property Automatic Increase Percentage		2.9%
Back Up Of Sewer And Drain Water		
Per Building Limit		$25,000
Back Up Aggregate Limit		$50,000
Appurtenant Structures - 10% of Building Limit of Insurance - Maximum $50,000 any one structure		Included
Increased Cost of Construction		See Endorsement

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PREMIER BUSINESSOWNERS POLICY

HABITATIONAL

PROPERTY DECLARATIONS

Policy Number: ACP BP013220799140 Policy Period: From 06-01-2024 To 06-01-2025

Premises: 001 / **Building:** 001

Coverages	Deductible	Limit
Optional Coverages - Other frequently purchased coverage options		
Employee Dishonesty		Not Provided
Ordinance Or Law Coverage		
Loss To The Undamaged Portion Of The Building (Coverage Equal To Building Limit)		Not Provided
Demolition Cost And Broadened Increased Costs Of Construction		Not Provided
Ordinance Or Law Broadened Coverage		$250,000
Windstorm/Hail Deductible	1%	
% Building Deductible Monetary Value	$12,540	
% Business Personal Property Deductible Monetary Value	$1,059	
% Business Personal Property in the Open Deductible Monetary Value	$1,059	

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Optional Increased Limits	Included Limit	Additional Limit	Total Limit
Accounts Receivable	$25,000		$25,000
Valuable Papers and Records (At the Described Premises)	$25,000		$25,000
Forgery Or Alteration	$10,000		$10,000
Money And Securities			
Inside the Premises	$10,000		$10,000
Outside the Premises (Limited)	$10,000		$10,000
Outdoor Signs	$2,500		$2,500
Outdoor Trees, Shrubs, Plants And Lawns	$10,000		$10,000
Business Personal Property Off Premises			
Property Away From Premises	$15,000		$15,000
Property Away From Premises - Transit	$15,000		$15,000
Electronic Data	$10,000		$10,000
Interruption Of Computer Operations	$10,000		$10,000

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PREMIER BUSINESSOWNERS POLICY

HABITATIONAL

PROPERTY DECLARATIONS

Policy Number: ACP BP013220799140 Policy Period: From 06-01-2024 To 06-01-2025

Premises: 001 / **Building:** 001

Optional Increased Limits	Included Limit	Additional Limit	Total Limit
Computer Fraud And Funds Transfer	$10,000		$10,000
Business Personal Property Temporarily In Portable Storage Units	$10,000		$10,000

PROTECTIVE SAFEGUARDS

Based on information you and/or your agent provided, this premises has Protective Safeguards as identified below. A Protective Safeguards endorsement will be added to your policy based on this information, and you risk the loss of insurance if you fail to maintain, or knew or should have known of any suspension or impairment of any Protective Safeguard(s) identified below. Note that Protective Safeguard(s) must be: in place, operational, and maintained in good working order and you must notify us immediately (at Commercial Lines Service Center by calling (866) 322-3214) in the event of any known or planned disablement of any Protective Safeguard(s).

APPLICABLE PROTECTIVE SAFEGUARDS: **NOT APPLICABLE**

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PREMIER BUSINESSOWNERS POLICY

HABITATIONAL

LIABILITY DECLARATIONS

Policy Number: ACP BP013220799140 Policy Period: From 06-01-2024 To 06-01-2025

Limits Of Insurance		Limit
Each Occurrence Limit of Insurance	Per Occurrence	$1,000,000
Medical Payments Sub Limit	Per Person	$5,000
Tenants Property Damage Legal Liability Sublimit	Per Covered Loss	$300,000
Personal And Advertising Injury	Per Person Or Organization	$1,000,000
Products-Completed Operations Aggregate Limit	All Occurrences	$2,000,000
General Aggregate (Other Than Products-Completed Operations)	All Occurrences	$2,000,000

Automatic Additional Insureds Status

The following persons or organizations are automatically insureds when you and they have agreed in a written contract or agreement that such person or organization be added as an additional insured on your policy.

Co-Owners of Insured Premises
Controlling Interest
Grantor of Franchise or License
Lessors of Leased Equipment
Managers or Lessors of Leased Premises
Mortgagee, Assignee or Receiver
Owners or Other Interest from Whom Land has been Leased
State or Political Subdivisions - Permits Relating to Premises

Liability Deductible		Deductible
Property Damage Deductible Amount	Per Occurrence	$250

Optional Coverages	Deductible	Limit
Hired Auto Liability		Included
Non-Owned Auto Liability		Included
Directors & Officers With Non-Monetary Relief	Per Wrongful Act	$1,000,000
	Aggregate Limit	$1,000,000
Retroactive Date	06-01-2022	

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PREMIER BUSINESSOWNERS POLICY

HABITATIONAL

LIABILITY DECLARATIONS

Policy Number: ACP BP013220799140 Policy Period: From 06-01-2024 To 06-01-2025

Optional Coverages	Deductible	Limit
Cyber Coverage		
Data Compromise Response Expense		
Annual Aggregate Limit		$50,000
Deductible Per Occurrence	$1,000	
Forensic IT Sublimit		$25,000
Legal Review Sublimit		$25,000
Data Compromise Public Relations Sublimit		$5,000
Regulatory Fines and Penalties Sublimit		$25,000
PCI Fines and Penalties Sublimit		$25,000
Computer Attack		
Annual Aggregate Limit		$50,000
Deductible Per Occurrence	$1,000	
Loss of Business Sublimit		$25,000
Computer Attack Public Relations Sublimit		$5,000
Extortion Sublimit		$10,000
Misdirected Payment Fraud Sublimit		$10,000
Computer Fraud Sublimit		$10,000

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PREMIER BUSINESSOWNERS POLICY

HABITATIONAL

LIABILITY DECLARATIONS

Policy Number: ACP BP013220799140 Policy Period: From 06-01-2024 To 06-01-2025

Optional Coverages	Deductible	Limit
Data Compromise		
Data Compromise Liability & Defense Expense		$50,000
Deductible Per Occurrence	$1,000	
Network Security		
Network Security Liability & Defense Expense		$50,000
Deductible Per Occurrence	$1,000	
Electronic Media		
Electronic Media Liability & Defense Expense		$50,000
Deductible Per Occurrence	$1,000	
Identity Recovery		
Annual Aggregate Limit		$25,000
Deductible Per Occurrence	None	
Lost Wages and Child and Elder Care Expenses		$5,000
Mental Health Counseling		$1,000
Miscellaneous Unnamed Costs		$1,000

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PREMIER BUSINESSOWNERS POLICY

HABITATIONAL

Policy Number: ACP BP013220799140 Policy Period: From 06-01-2024 To 06-01-2025

FORMS AND ENDORSEMENTS SUMMARY

Form Number	Title
PBDS01 01 18	Premier Businessowners Declarations
PB0002 06 24	Premier Businessowners Property Coverage Form
PB0006 06 24	Premier Businessowners Liability Coverages Form
PB0009 06 24	Premier Businessowners Common Policy Conditions
PB0008 06 24	Nuclear Energy Exclusion
PB0312 11 14	Percentage Deductible - Wind Or Hail
PB0404 01 01	Hired Auto And Non-Owned Auto Liability
PB0412 01 01	Limitation Of Coverage To Designated Premises
PB0523 07 15	Cap on Losses from Certified Acts of Terrorism
PB0564 01 20	Conditional Exclusion of Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)
PB1478 01 17	Exclusion of Loss Due to By-Products of Production or Processing Operations (Rental Properties)
PB1486 11 14	Communicable Disease Exclusion
PB1560 06 24	Cyber Incident Property Exclusion
PB1701 11 14	Condominium Association Coverage
PB1803 06 24	Cyber Incident Liability Exclusion
PB1804 12 23	Exclusion - Violation of Law Addressing Data Privacy
PB3701 06 24	Ordinance or Law Broadened Endorsement
PB4151 01 17	Directors and Officers Liability (Cooperatives Or Condominiums) With Non-Monetary Relief
PB5443 01 14	Per Building Deductible - Wind or Hail Cause of Loss
PB6005 11 09	Additional Insured - Homeowners Associations
PB9019 06 24	Maryland Amendatory Endorsement
PB9074 06 24	Cyber Suite Coverage Endorsement
PB9083 06 21	Named Insureds Endorsement
PB9091 09 22	Disclosure Pursuant To Terrorism Risk Insurance Act

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PREMIER BUSINESSOWNERS POLICY

HABITATIONAL

Policy Number: ACP BP013220799140 Policy Period: From 06-01-2024 To 06-01-2025

FORMS AND ENDORSEMENTS SUMMARY

Form Number	Title
PB9101 09 23	PFC/PFAS Exclusion
PBAI05 01 17	Acknowledgement of Insured Status Your Real Estate Manager

IMPORTANT NOTICES

Form Number	Title
NI0062 01 21	Notice of Terrorism Insurance Coverage
NI0018 01 17	Flood Insurance Notice
NI0109 11 22	PFC/PFAS Exclusion Disclosure
NI0111 12 23	Violation of Law Addressing Data Privacy Exclusion Disclosure
NI9009 01 17	Information for Insureds Who Have Tenants
NI0004 01 17	Important Notice for Renewal Policies
NI0026 01 17	Important Notice to Maryland Policyholders
NI0035 01 17	Data Breach & Identity Recovery Services
NI0075 01 17	Consumer Report Inquiry Notice

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

Secretary *President*

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PREMIER BUSINESSOWNERS PROPERTY COVERAGE FORM

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PREMIER BUSINESSOWNERS PROPERTY 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 Insureds shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance. Other words and phrases that appear in quotation marks have special meaning. Please refer to Section H. PROPERTY DEFINITIONS.

A. **COVERAGES**

We will pay for direct physical loss of or damage to Covered Property at the described premises in the Declarations caused by or resulting from any Covered Cause of Loss.

1. **COVERED PROPERTY**

Covered Property includes Buildings as described under paragraph a. below, Business Personal Property as described under paragraph b. below, or both, depending on whether a Limit of Insurance is shown in the Declarations for that type of property. Regardless of whether coverage is shown in the Declarations for Buildings, Business Personal Property, or both, there is no coverage for property described under paragraph 2. PROPERTY NOT COVERED.

a. **Buildings**, meaning the described buildings and structures at the described premises, including:

(1) Completed additions;

(2) Fixtures, including outdoor fixtures;

(3) Permanently installed:

(a) Machinery;

(b) Equipment; and

(c) Tanks, including pumps;

(4) Your personal property in apartments, rooms or common areas furnished by you as landlord;

(5) Personal property owned by you that is used to maintain or service buildings or structures or the premises, including:

(a) Fire extinguishing equipment;

(b) Outdoor furniture;

(c) Floor coverings;

(d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering; and

(e) Outdoor antennas (including dish-shaped antennas) and their lead-in wiring,mast and towers;

(6) If not covered by other insurance:

(a) Additions under construction, alterations and repairs to the buildings or structures;

(b) Materials, equipment, supplies and temporary structures, on or within 1,000 feet of the described premises, used for making additions, alterations or repairs to the buildings or structures; and

(c) Antennas (including dish-shaped antennas) and their lead-in wiring, masts, or towers not attached to the buildings.

(7) Garages, storage buildings, spas, swimming pools, fences, retaining walls, paved surfaces or other appurtenant structures usual to your business, but only if:

(a) Coverage is not provided for such structures under the Appurtenant Structures Additional Coverage; and

(b) Such structures are then described in the Declarations.

b. **Business Personal Property** located in or on the buildings or structures at the described premises or in the open (or in a vehicle) within 1,000 feet of the building or structures or within 1,000 feet of the premises described in the Declarations, whichever distance is greater, consisting of the following:

(1) Personal property you own that is used in your business, including but not limited to furniture, fixtures, machinery, equipment and "stock";

(2) Personal property of others that is in your care, custody or control, except as otherwise provided in Condition 5. Loss Payment under Section E. PROPERTY LOSS CONDITIONS;

(3) Tenant improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:

(a) Made a part of the building or structure you occupy but do not own; and

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(b) You acquired or made at your expense but cannot legally remove; and

(4) Leased personal property which you have a contractual responsibility to insure, unless otherwise provided for under paragraph 1.b.(2) personal property of others above.

(5) Exterior building glass, if you are a tenant and no Limit of Insurance is shown in the Declarations for Building property. The glass must be owned by you or in your care, custody or control and you must be contractually obligated to repair or replace it. We will also pay for necessary repair or replacement of encasing frames, lettering or ornamentation that is part of the exterior glass.

Regardless of the amount of the Deductible, the most we will deduct from any loss or damage to exterior building glass in any one occurrence is listed in paragraph D.2. DEDUCTIBLES.

(6) "Stock".

2. PROPERTY NOT COVERED

Covered Property does not include:

a. Aircraft, automobiles, motortrucks and other vehicles subject to motor vehicle registration;

b. "Money" or "securities" except as provided in:

(1) Money and Securities Additional Coverage;

(2) Computer Fraud And Funds Transfer Fraud Additional Coverage; or

(3) Employee Dishonesty under Section G. OPTIONAL COVERAGES;

c. Contraband, or property in the course of illegal transportation or trade;

d. Land (including land on which the property is located), water (including water that is natural, metered water that is purchased from a utility company or other supplier, water that is located within a swimming pool, and/or bulk containerized water which is utilized for a fire suppression system. This does not include containerized water that is stock), growing crops or lawns (other than lawns which are part of a vegetated roof);

e. Outdoor signs (other than signs attached to buildings), trees, shrubs, plants or lawns (other than "stock" of trees, shrubs or plants and trees, shrubs or plants which are part of a vegetated roof), all except as provided in the:

(1) Outdoor Signs Coverage Extension; or

(2) Outdoor Trees, Shrubs, Plants and Lawns Coverage Extension.

f. Watercraft (including motors, equipment and accessories) while afloat;

g. Gasoline or diesel fuel contained in above ground or underground storage tanks;

h. Property that is covered under another coverage form of this or any other policy issued to the Named Insured listed on this policy in which it is more specifically described, except for the excess of the amount due (whether you can collect it or not) from that other insurance;

i. Grain, hay, straw or other crops while in the open;

j. Accounts, bills, food stamps, other evidences of debt, accounts receivable or "valuable papers and records"; except as otherwise provided in this policy;

k. "Computer(s)" which are permanently installed or designed to be permanently installed in any aircraft, watercraft, motortruck or other vehicle subject to motor vehicle registration. This paragraph does not apply to "computer(s)" while held as "stock";

l. "Electronic data", except as provided in the Electronic Data or Equipment Breakdown Additional Coverages. This paragraph l. does not apply to your "stock" of prepackaged software or to "electronic data" which is integrated in and operates or controls the building's elevator, lightning, heating, ventilation, air conditioning or security system.

3. COVERED CAUSES OF LOSS

This Coverage Form insures against direct physical loss unless the loss is:

a. Excluded in Section B. EXCLUSIONS;

b. Limited in paragraph A.4. LIMITATIONS in this section; or

c. Limited or excluded in Section E. PROPERTY LOSS CONDITIONS or Section F. PROPERTY GENERAL CONDITIONS.

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4. LIMITATIONS

a. We will not pay for loss of or damage to:

(1) Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through with the gases of combustion pass.

This limitation does not apply to loss or damage provided under the Equipment Breakdown Additional Coverage.

(2) Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.

This limitation does not apply to loss or damage provided under the Equipment Breakdown Additional Coverage.

(3) Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property. This limitation does not apply to Money and Securities Additional Coverage.

(4) Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.

This limitation does not apply to loss or damage provided under the Unauthorized Business Card Use or Computer Fraud.

(5) Fences, spas, outdoor swimming pools and related equipment, retaining walls, pavements, bulkheads, pillars, wharves or docks caused by freezing or thawing, impact of watercraft, or by the pressure or weight of snow, sleet, ice or water whether driven by wind or not.

(6) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:

(a) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or

(b) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.

b. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:

(1) Fragile articles such as glassware, statuary, marbles, chinaware and porcelains, if broken. This limitation does not apply to:

(a) Glass that is part of the exterior or interior of a building or structure;

(b) Containers of property held for sale; or

(c) Photographic or scientific instrument lenses.

c. For loss or damage by theft, the following types of property are covered only up to the limits shown:

(1) $2,500 for furs, fur garments and garments trimmed with fur.

(2) $5,000 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth $250 or less per item.

(3) $2,500 for patterns, dies, molds and forms.

5. ADDITIONAL COVERAGES

a. **Debris Removal**

(1) We will pay your expense to remove debris of Covered Property and debris from the property of others when such debris is caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.

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(2) The most we will pay under this Debris Removal Additional Coverage is 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

This Debris Removal Additional Coverage will not increase the Limits of Insurance provided by this policy.

HOWEVER, this limitation does not apply to any additional debris removal limit provided in paragraph (4) below.

(3) This Debris Removal Additional Coverage does not apply to costs to:

(a) Remove deposits of mud or earth from the grounds, outside of buildings, of the described premises;

(b) Extract "pollutants" from land or water;

(c) Remove, restore or replace polluted land or water; or

(d) Extract "pollutants" from Covered Property.

(4) If:

(a) The sum of direct physical loss or damage and debris removal expense exceeds the Limit of Insurance; or

(b) The debris removal expense exceeds the amount payable under the 25% Debris Removal coverage limitation in paragraph (2) above;

we will pay up to an additional $25,000 for each location in any one occurrence under this Debris Removal Additional Coverage.

b. **Preservation Of Property**

(1) If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss of or damage to that property:

(a) While it is being moved or while temporarily stored at another premises; and

(b) Only if the loss or damage occurs within 45 days after the property is first moved.

(2) This Preservation of Property Additional Coverage will not increase the Limits of Insurance provided by this policy.

c. **Fire Department Service Charge**

(1) When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to $25,000 for your liability for fire department service charges:

(a) Assumed by contract or agreement prior to loss; or

(b) Required by local ordinance.

(2) The limit for this Fire Department Service Charge Additional Coverage is in addition to the Limits of Insurance.

(3) No deductible applies to this Fire Department Service Charge Additional Coverage.

d. **Fire Extinguisher Recharge**

(1) We will pay the expense you incur to recharge portable fire extinguishers when used to combat a covered fire.

(2) This Fire Extinguisher Recharge Additional Coverage is not subject to the Limits of Insurance.

(3) No deductible applies to this Fire Extinguisher Recharge Additional Coverage.

e. **Collapse**

The coverage provided under this Collapse Additional Coverage applies only to an abrupt collapse as described and limited in paragraphs e.(1) through e.(7).

(1) For the purpose of this Collapse Additional Coverage abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

(2) We will pay for direct physical loss of or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that is insured under this policy or that contains Covered Property insured under this policy, if such collapse is caused by one or more of the following:

(a) Building decay that is hidden from view, unless the presence of such

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decay is known to an insured prior to collapse.

(b) Insect or vermin damage that is hidden from view, unless the presence of such decay is known to an insured prior to collapse.

(c) Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation.

(d) Use of defective materials or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:

(i) A cause of loss listed in paragraph (2)(a) or (2)(b);

(ii) One or more of the "specified causes of loss";

(iii) Breakage of building glass;

(iv) Weight of people or personal property; or

(v) Weight of rain, snow, sleet or ice, that collects on a roof.

(3) This Collapse Additional Coverage does not apply to:

(a) A building or any part of a building that is in danger of falling down or caving in;

(b) A part of a building that is standing, even if it has separated from another part of the building; or

(c) A building that is standing or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

(4) With respect to the following property:

(a) Outdoor radio or television antennas (including satellite dishes) and their lead-in wiring, mast or towers;

(b) Awnings, gutters and downspouts;

(c) Yard fixtures;

(d) Outdoor swimming pools;

(e) Fences;

(f) Bulkheads, pilings, piers, wharves and docks;

(g) Beach or diving platforms or appurtenances;

(h) Retaining walls; and

(i) Walks, roadways and other paved surfaces;

if an abrupt collapse is caused by a cause of loss listed in (2)(a) through (2)(d) above, we will pay for loss or damage to that property in (a) through (i) above only if such loss or damage is a direct result of abrupt collapse of a building insured under this policy and the property is Covered Property under this policy.

(5) If personal property abruptly falls down or caves in and such collapse is not the result of abrupt collapse of a building or any part of a building, we will pay for loss of or damage to Covered Property caused by such collapse of personal property only if:

(a) The collapse of personal property was caused by a Cause of Loss listed in (2)(a) through (2)(d) above;

(b) The personal property which collapses is inside a building; and

(c) The property which collapses is not of a kind listed in paragraph (4), regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this paragraph (5) does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by collapse.

(6) This Collapse Additional Coverage does not apply to personal property that has not abruptly fallen down or caved in, even if the personal property shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

(7) This Collapse Additional Coverage will not increase the Limits of Insurance provided in this policy.

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f. **Water Damage, Other Liquids, Powder Or Molten Material Damage**

(1) If a covered loss to which this insurance applies was caused by or resulted from water or other liquid, powder or molten material, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes.

HOWEVER, we will not pay for a loss caused by or resulting from water or other liquid, powder or molten material if the system or appliance in which the water or other substance escapes from is located off of the described premises.

(2) We will not pay the cost to repair any defect that caused the loss or damage except as provided in Equipment Breakdown Additional Coverage; but we will pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage:

(a) Results in discharge of any substance from an automatic fire protection system; or

(b) Is directly caused by freezing.

(3) This Water Damage Additional Coverage will not increase the Limits of Insurance provided in this policy.

g. **Business Income**

(1) **Business Income with Ordinary Payroll Limitation**

(a) We will pay for the actual loss of "business income" you sustain due to the necessary suspension of your "operations" during the "period of restoration". The suspension must be caused by direct physical loss of or damage to property at the described premises. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 1,000 feet of the site at which the described premises are located.

(b) With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises means:

(i) The portion of the building which you rent, lease or occupy; and

(ii) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.

(c) We will only pay for loss of "business income" that you sustain during the "period of restoration" and that occurs within the number of consecutive months shown in the Declarations for Business Income – Actual Loss Sustained after the date of direct physical loss or damage. We will only pay for "ordinary payroll expenses" for the number of days shown in the Declarations for Ordinary Payroll Limit following the date of direct physical loss or damage.

(2) **Extended Business Income**

(a) If the necessary suspension of your "operations" produces a "business income" loss payable under this policy, we will pay for the actual loss of "business income" you incur during the period that:

(i) Begins on the date property except finished stock is actually repaired, rebuilt or replaced and "operations" are resumed; and

(ii) Ends on the earlier of:

i. The date you could restore your "operations", with reasonable speed, to the level which would generate the "business income" amount that would have existed if no direct physical loss or damage had occurred; or

ii. Sixty (60) consecutive days after the date determined in (2)(a)(i)

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above, unless a greater number of days is shown for Extended Business Income Increased Period of Indemnity in the Declarations at that described premises.

HOWEVER, Extended Business Income does not apply to loss of "business income" incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

(b) Loss of a "business income" must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

(3) This Business Income Additional Coverage is not subject to the Limits of Insurance.

h. **Extra Expense**

(1) We will pay necessary "extra expense" you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss of or damage to property at the described premises. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 1,000 feet of the site at which the described premises are located.

(2) With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises means:

(a) The portion of the building which you rent, lease or occupy; and

(b) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.

(3) We will only pay for "extra expense" that occurs within the number of consecutive months shown in the Declarations for Extra Expense after the date of direct physical loss or damage.

(4) This Extra Expense Additional Coverage is not subject to the Limits of Insurance.

i. **Pollutant Clean Up And Removal**

(1) We will pay your expense to extract "pollutants" from land, water or Covered Property at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.

(2) This Pollutant Clean Up And Removal Additional Coverage does not apply to:

(a) Costs to test for, monitor or assess the existence, concentration or effects of "pollutants"; or

(b) Any penalties or assessments that may be charged against you due to any statute, regulation or ordinance.

But we will pay for testing which is performed in the course of extracting the "pollutants" from land or water.

(3) The most we will pay for each location under this Pollutant Clean Up And Removal Additional Coverage is $25,000 for the sum of all such expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

(4) The limit for this Pollutant Clean Up And Removal Additional Coverage is in addition to the Limits of Insurance.

j. **Civil Authority**

When a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

(1) Access to the area immediately surrounding the damaged property is

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prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and

(2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

Civil Authority coverage for "business income" will begin 72 hours after the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to 30 days after coverage begins.

Civil Authority coverage for necessary "extra expense" will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will end:

(1) 30 days after the time of that action; or

(2) When your Civil Authority coverage for "business income" ends;

whichever is later.

The definitions of Business Income and Extra Expense contained in the Business Income and Extra Expense Additional Coverages also apply to this Civil Authority Additional Coverage. The Civil Authority Additional Coverage is not subject to the Limits of Insurance.

k. **Money Orders And Counterfeit Money**

(1) We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:

(a) Money orders issued by any post office, express company or bank that are not paid upon presentation; or

(b) "Counterfeit money" that is acquired during the regular course of business.

(2) The most we will pay for any loss under this Money Orders And Counterfeit Money Additional Coverage is $5,000.

(3) The limit for this Money Orders And Counterfeit Money Additional Coverage is in addition to the Limits of Insurance.

l. **Forgery And Alteration**

(1) We will pay for loss resulting directly from forgery or alteration of, any check, draft, promissory note, bill of exchange or similar written promise of payment in "money" that you or your agent has issued, or that was issued by someone who impersonates you or your agent.

(2) If you are sued for refusing to pay the check, draft, promissory note, bill of exchange or similar written promise of payment in "money", on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur in that defense.

(3) For the purpose of this coverage, check includes a substitute check as defined in the Check Clearing for the 21st Century Act, and will be treated the same as the original it replaced.

(4) The most we will pay for any loss, including legal expenses, under this Additional Coverage is $10,000, unless a higher Limit of Insurance is shown in the Declarations.

(5) All losses:

(a) Caused by one or more persons; or

(b) Involving a single act or series of related acts;

is considered one occurrence.

(6) The limit for this Forgery And Alteration Additional Coverage is in addition to the Limits of Insurance.

m. **Increased Cost Of Construction – Damaged Property**

(1) This Additional Coverage applies only to buildings insured on a replacement cost basis.

(2) In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay the increased costs incurred to comply with the minimum standards of an ordinance or law in the course of repair, rebuilding or replacement of damaged parts of that property, subject to the limitations stated in paragraphs (3) through (8) of this

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Increased Cost Of Construction – Damaged Property Additional Coverage.

(3) The ordinance or law referred to in paragraph (2) of this Increased Cost Of Construction – Damaged Property Additional Coverage is an ordinance or law that regulates the construction or repair of buildings or establishes zoning or land use requirements at the described premises, and is in force at the time of loss.

(4) Under this Increased Cost Of Construction – Damaged Property Additional Coverage, we will not pay any costs due to an ordinance or law that:

(a) You were required to comply with before the loss, even when the building was undamaged; and

(b) You failed to comply with.

(5) Under this Increased Cost Of Construction – Damaged Property Additional Coverage, we will not pay for:

(a) The enforcement of, or compliance with, any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungi", wet rot or dry rot; or

(b) Any costs associated with the enforcement of, or compliance with, an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants", "fungi", wet rot or dry rot.

(6) The most we will pay under this Increased Cost Of Construction – Damaged Property Additional Coverage, for each described building insured under this Coverage Form, is $25,000.

The limit for this Increased Cost Of Construction – Damaged Property Additional Coverage is in addition to the Limits of Insurance.

(7) With respect to this Increased Cost Of Construction – Damaged Property Additional Coverage:

(a) We will not pay any costs:

(i) Until the property is actually repaired or replaced, at the same described premises 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.

(b) 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 for the Increased Cost of Construction is the increased cost of construction at the same described premises.

(c) If the ordinance or law requires relocation to another premises, the most we will pay for the Increased Cost of Construction is the increased cost of construction at the new premises for a building of like, kind and quality and of the same size and use.

(8) This Increased Cost Of Construction – Damaged Property Additional Coverage is not subject to the terms of the Ordinance or Law Exclusion, to the extent that such exclusion would conflict with the provisions of this Increased Cost Of Construction – Damaged Property Additional Coverage.

n. **Equipment Breakdown**

(1) We will pay for direct physical loss of or damage to Covered Property caused by or resulting from an "accident" to "covered equipment".

If an initial "accident" causes other "accidents", all will be considered one "accident". All "accidents" that are the result of the same event will be considered one "accident".

(2) If a dollar deductible is shown in the declarations for this Equipment Breakdown Additional Coverage, we will first subtract the applicable deductible amount from any loss we

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would otherwise pay. We will then pay the amount of loss in excess of the applicable deductible up to the applicable limit for this coverage.

If no dollar deductible is shown for Equipment Breakdown Additional Coverage, the Property Deductible shown in the Declarations applies.

(3) The following coverages also apply to loss caused by or resulting from an "accident" to "covered equipment". These coverages do not provide additional amounts of insurance.

(a) **Expediting Expenses**

With respect to your damaged Covered Property, we will pay, up to $100,000, the reasonable extra cost to:

(i) Make temporary repairs; and

(ii) Expedite permanent repairs or replacement.

(b) **Hazardous Substances**

We will pay for the additional cost to repair or replace Covered Property because of contamination by a "hazardous substance". This includes the additional expenses to clean up or dispose of such property.

This does not include contamination of "perishable goods" by refrigerant, including but not limited to ammonia, which is addressed in (3)(c)(ii) below.

Additional costs mean those beyond what would have been required had no "hazardous substance" been involved.

The most we will pay for loss, damage or expense under this coverage, including actual loss of "business income" you sustain and necessary "extra expense" you incur is $100,000.

(c) **Perishable Goods**

(i) We will pay for physical damage to "perishable goods" due to spoilage.

(ii) We will also pay for physical damage to "perishable goods" due to contamination from the release of refrigerant, including but not limited to ammonia.

(iii) We will also pay necessary expenses you incur to reduce the amount of loss under this coverage. We will pay for such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

(iv) If you are unable to replace the "perishable goods" before its anticipated sale, the amount of our payment will be determined on the basis of the sales price of the "perishable goods" at the time of the "accident", less discounts and expenses you otherwise would have had. Otherwise our payment will be determined in accordance with Condition 5. Loss Payment under Section E. PROPERTY LOSS CONDITIONS.

The most we will pay for loss, damage or expenses under this coverage is $100,000.

(d) **Service Interruption**

(i) The insurance provided under the Business Income Additional Coverage, the Extra Expense Additional Coverage and for (c) Perishable Goods in this Equipment Breakdown Additional Coverage, is extended to apply to your loss, damage or expense caused by the interruption of utility services. The interruption must result from an "accident" to equipment, including overhead transmission lines, that is owned by a utility, landlord, a landlord's utility or other supplier who provides you with any of the following services: electrical power, waste disposal, air conditioning, refrigeration, heating, natural gas, compressed air, water or steam, internet access, telecommunications services, wide area networks or data

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transmission. The equipment must meet the definition of "covered equipment" except that it is not Covered Property.

(ii) Service Interruption coverage will not apply unless the failure or disruption of service exceeds 24 hours immediately following the "accident".

(iii) The most we will pay for loss, damage or expense under this coverage is the limit that applies to Business Income, Extra Expense or Perishable Goods.

(e) **Electronic Data Restoration**

We will pay for your reasonable and necessary cost to research, replace and restore lost "electronic data".

The most we will pay for loss or expense under this coverage, including actual loss of "business income" you sustain and necessary "extra expense" you incur, is $100,000.

(f) **Environmental, Safety and Efficiency Improvements**

The following provision does not apply to property insured on an "actual cash value" basis.

If "covered equipment" requires replacement due to loss or damage caused by or resulting from an "accident", we will pay your additional cost to replace with equipment that is better for the environment, more efficient or safer than the equipment being replaced.

HOWEVER, we will not pay more under this additional coverage than 125% of what the cost would have been to repair or replace with like kind and quality.

This provision does not increase any of the applicable limits.

(4) **Additional Exclusions**

(a) We will not pay under this Equipment Breakdown Additional Coverage for loss, damage or expense caused by or resulting from:

(i) Any defect, programming error, programming limitation, "computer" virus, malicious code, loss of data, loss of access, loss of use, loss of functionality or other condition within "electronic data". But if an "accident" results, we will pay for the resulting loss, damage or expense; or

(ii) Any of the following tests:

i. A hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel; or

ii. An electrical insulation breakdown test of any type of electrical equipment.

(b) With respect to (d) Service Interruption coverage, we will not pay for an "accident" caused by or resulting from: fire; lightning; windstorm or hail; explosion (except for steam or centrifugal explosion); smoke; aircraft or vehicles; riot or civil commotion; vandalism; sprinkler leakage; falling objects; weight of snow, ice or sleet; freezing; collapse; flood; or earth movement.

(c) Exclusion B.1.h. Fungi, Wet Rot Or Dry Rot does not apply to spoilage of personal property that is "perishable goods," to the extent that spoilage is covered under (c) Perishable Goods coverage.

(d) We will not pay under this Equipment Breakdown Additional Coverage for any loss or damage to animals.

(5) **Additional Conditions**

(a) **Suspension**

Whenever "covered equipment" is found to be in, or exposed to a dangerous condition, any of our representatives may immediately suspend the insurance against loss from an "accident" to that "covered equipment". This can be done by mailing or delivering a written notice of suspension to: your address as shown in the Declarations, or at the address

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where the equipment is located. Once suspended in this way, your insurance can be reinstated only by written notice of reinstatement from us.

(b) **Jurisdictional Inspections**

If "covered equipment" under this Equipment Breakdown Additional Coverage requires inspection to comply with state or municipal boiler and pressure vessel regulations, we agree to perform such inspection on your behalf. We do not warrant that conditions are safe or healthful.

(6) The most we will pay for loss, damage or expense under this Equipment Breakdown Additional Coverage arising from any one "accident" is the applicable Limit of Insurance shown in the Declarations.

This Equipment Breakdown Additional Coverage will not increase the Limits of Insurance provided by this policy.

o. **Arson Reward for Conviction**

(1) In the event that a covered fire loss was the result of an act of arson, we will pay a reward to anyone, other than paid investigators, who gives legal authorities information that leads to the conviction of anyone who committed such arson.

(2) We will pay up to 10 percent of the amount of the insured fire loss or $10,000, whichever is less. This payment is the most we will pay in any one occurrence, regardless of the number of persons providing information or convicted of arson.

(3) The limit for this Arson Reward for Conviction Additional Coverage is in addition to the Limits of Insurance.

(4) No deductible applies to this Arson Reward for Conviction Additional Coverage.

p. **Money And Securities**

(1) We will pay for loss of "money" and "securities" used in your business while at a bank or savings institution, within your living quarters or the living quarters of your partners or any employee (including a temporary or leased employee) having use and custody of the property, at the described premises, or in transit by direct route between any of these places, resulting directly from:

(a) Theft, meaning any act of stealing;

(b) Disappearance; or

(c) Destruction.

(2) In addition to the Limitations and Exclusions applicable to property coverage, we will not pay for loss or damage:

(a) Resulting from accounting or arithmetical errors or omissions;

(b) Due to the giving or surrendering of property in any exchange or purchase;

(c) Of property contained in any "money"-operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device;

(d) From an unattended motor vehicle; or

(e) That is covered under the Unauthorized Business Card Use or Computer Fraud And Funds Transfer Fraud Additional Coverages.

(f) To "money" and "securities" following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the described premises, bank or savings institution:

(i) To a person (other than a messenger) outside those premises; or

(ii) To a place outside those premises.

(3) The most we will pay under this Money and Securities Additional Coverage for loss in any one occurrence is:

(a) **Inside the Premises**, $10,000 for "money" and "securities" while:

(i) In or on the described premises; or

(ii) Within a bank or savings institution;

unless a higher Limit of Insurance for "money" and "securities"

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inside the premises is shown in the Declarations; and

(b) **Outside the Premises**, $10,000 for "money" and "securities" while anywhere else, unless a higher Limit of Insurance for "money" and "securities" outside the premises is shown in the Declarations.

(4) All loss:

(a) Caused by one or more persons; or

(b) Involving a single act or series of related acts;

is considered one occurrence.

(5) You must keep records of all "money" and "securities" so we can verify the amount of any loss or damage.

(6) The limit for this Money and Securities Additional Coverage is in addition to the Limits of Insurance.

(7) With respect to this Optional Coverage, "premises" means the interior of that portion of any building you occupy in conducting your business.

q. **Appurtenant Structures**

(1) We will pay for direct physical loss of or damage to any separate garages, storage buildings, swimming pools, spas, fences, retaining walls, paved surfaces and other appurtenant structures usual to your business at the described premises in the Declarations caused by or resulting from any Covered Cause of Loss.

(2) The most we will pay for loss or damage under this Appurtenant Structures Additional Coverage in any one occurrence is 10% of the Building Limit of Insurance shown in the Declarations for that described building.

HOWEVER, if the value of any one garage, storage building, swimming pool, spa, fence, retaining wall, paved surfaces or other appurtenant structure exceeds $50,000, this Appurtenant Structures Additional Coverage does not apply to that structure. The value of the property covered under this Appurtenant Structures Additional Coverage will be determined at replacement cost without deduction for depreciation. If the "Actual Cash Value – Buildings" option applies to Buildings, as shown in the Declarations, we will determine the value of property covered under this Appurtenant Structures Additional Coverage at "actual cash value".

In Section E. PROPERTY LOSS CONDITIONS, paragraph 5.e.(1)(b) under Loss Payment does not apply in determining if property is covered under this Appurtenant Structures Additional Coverage. All Loss Payment provisions are otherwise applicable for loss or damage covered by this Additional Coverage.

(3) The limit for this Appurtenant Structures Additional Coverage is in addition to the Limits of Insurance.

r. **Back Up Of Sewer Or Drain Water Damage**

(1) For the purpose of this Back Up Of Sewer Or Drain Water Damage Additional Coverage the following definition is added:

"Flood" means a general and temporary condition of partial or complete inundation of normally dry land areas from:

(a) The unusual and rapid accumulation or runoff of surface waters from any source;

(b) The overflow of inland or tidal waters; or

(c) Waves, tides or tidal waves.

(2) We will pay for loss of or damage to Covered Property caused by water that backs up or overflows from a sewer or drain pipe, sump pump well or similar device designed to prevent overflow, seepage or leakage of subsurface water.

We will also pay for loss of or damage to Covered Property caused by water that overflows from any interior plumbing fixture because the water is unable to enter into an attached drain pipe.

HOWEVER, we will not pay for loss or damage that results from:

(a) Sewer back-up or sump pump overflow that occurs during the period beginning 10 days before and ending 10 days after a "flood" on the described premises;

(b) An insured's failure to keep a sump pump or its related equipment in proper working condition;

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(c) An insured's failure to perform the routine maintenance or repair necessary to keep a sewer or drain pipe free from obstructions;

(d) Sump pump failure which is caused by or results from failure of power, unless this policy is endorsed to cover power failure affecting the described premises; or

(3) The most we will pay for loss or damage under this coverage is:

(a) $5,000 per building; or

(b) $25,000 in any one policy period, regardless of the number of losses;

unless a higher Limit of Insurance for Back Up Of Sewer Or Drain Water Damage is shown in the Declarations.

(4) The limit of insurance that applies to coverage under this Back Up Of Sewer Or Drain Water Damage Additional Coverage includes any loss arising from debris removal expense, Business Income Additional Coverage and Extra Expense Additional Coverage.

(5) The limit for this Back Up Of Sewer Or Drain Water Damage Additional Coverage is in addition to the Limits of Insurance.

(6) The Debris Removal Additional Coverage does not apply to this Back Up Of Sewer Or Drain Water Damage Additional Coverage.

s. **Dependent Properties – Business Income**

(1) We will pay for the actual loss of "business income" you sustain due to the necessary and unavoidable suspension of your "operations" during the "period of restoration". The suspension must be caused by direct physical loss of or damage to "dependent property" or "secondary dependent property" caused by or resulting from any Covered Cause of Loss.

HOWEVER, this Additional Coverage does not apply when the only loss at the premises of a Dependent Property or Secondary Dependent Property is loss or damage to "electronic data". If the Dependent Property or Secondary Dependent Property sustains loss or damage to "electronic data" and other property, coverage under this Additional Coverage will not continue once the property is repaired, rebuilt or replaced.

(2) We will only pay for loss of "business income" that occurs within 12 consecutive months after the date of direct physical loss or damage.

(3) This Dependent Properties – Business Income Additional Coverage is not subject to the Limits of Insurance.

(4) The "dependent property" or "secondary dependent property" must be located in the coverage territory of this policy.

t. **Limited Coverage for Fungi, Wet Rot Or Dry Rot**

(1) The coverage described in paragraphs t.(2) and t.(6) only applies when the "fungi", wet rot or dry rot are the result of a "specified cause of loss" other than fire or lightning that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.

(2) We will pay for loss or damage by "fungi", wet rot or dry rot. As used in this Limited Coverage, the term loss or damage means:

(a) Direct physical loss or damage to Covered Property caused by "fungi", wet rot or dry rot, including the cost of removal of the "fungi", wet rot or dry rot;

(b) The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungi", wet rot or dry rot; and

(c) The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungi", wet rot or dry rot are present.

(3) The coverage described under this Limited Coverage is limited to $15,000. Regardless of the number of claims, this limit is the most we will

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pay for the total of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungi", wet rot or dry rot, we will not pay more than the total of $15,000 even if the "fungi", wet rot or dry rot continues to be present or active, or recurs, in a later policy period.

(4) The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungi", wet rot or dry rot, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungi", wet rot or dry rot, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungi", wet rot or dry rot causes an increase in the loss. Any such increase in the loss will be subject to the terms of this limited coverage.

(5) The terms of this Limited Coverage do not increase or reduce the coverage provided under the Water Damage, Other Liquids, Powder Or Molten Material Damage or Collapse Additional Coverages.

(6) The following applies only if Business Income and/or Extra Expense Coverage applies to the described premises and only if the suspension of "operations" satisfies all the terms and conditions of the applicable Business Income and/or Extra Expense Additional Coverage:

(a) If the loss which resulted in "fungi", wet rot or dry rot does not in itself necessitate a suspension of "operations", but such suspension is necessary due to loss or damage to property caused by "fungi", wet rot or dry rot, then our payment under the Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.

(b) If a covered suspension of "operations" was caused by loss or damage other than "fungi", wet rot or dry rot, but remediation of "fungi", wet rot or dry rot prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

u. **Building Property of Others**

(1) If you occupy a described premises as a tenant, and a written lease or rental agreement for that premises requires you to pay for loss of or damage to a part of building property you do not own, we will pay for direct physical loss of or damage to that part of building property described in section A.1.a, other than exterior glass, caused by a Covered Cause of Loss.

(2) The valuation of property covered under this Additional Coverage will be determined in accordance with the building valuation option (e.g. Actual Cash Value or Replacement Cost) shown on the policy declarations, or at the amount for which the tenant is liable under contract, whichever is less.

(3) The most we will pay for any loss or damage under this Building Property of Others Additional Coverage is $10,000, unless a higher limit is shown in the Declarations or the property is covered under another coverage form of this or all other collectible insurance. HOWEVER if a higher limit is described in the Covered Property Declarations or the property is covered under another coverage form of this or any other specifically scheduled property, that coverage amount will be in excess of the Building Property of Others Additional Coverage limit, up the applicable limit of insurance.

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(4) The limit for this Building Property of Others Additional Coverage is in addition to the Limits of Insurance.

v. **Unauthorized Business Card Use**

(1) We will pay for the legal obligation you have because of the theft or unauthorized use of your business credit, debit or charge cards issued to you or registered in your name or the name of your business.

(2) The most we will pay under this Unauthorized Business Card Use Additional Coverage for loss in any one occurrence is $10,000.

(3) All loss:

(a) Caused by one or more persons; or

(b) Involving a single act or series of related acts;

is considered one occurrence.

(4) The limit for this Unauthorized Business Card Use Additional Coverage is in addition to the Limits of Insurance.

w. **Computer Fraud And Funds Transfer Fraud**

(1) We will pay for:

(a) Loss resulting from "fraudulent instruction" directing a financial institution to transfer, pay or deliver "money" or "securities" from your "transfer account"; or

(b) Loss directly related to the use of any computer to fraudulently cause a transfer of covered property from inside the described premises to a person (other than a messenger) or place outside those premises.

(2) The most we will pay under this Computer Fraud And Funds Transfer Fraud Additional Coverage for loss in any one occurrence is $10,000 unless a higher Limit of Insurance is shown in the Declarations.

(3) All loss:

(a) Caused by one or more persons; or

(b) Involving a single act or series of related acts;

is considered one occurrence.

(4) The limit for this Computer Fraud and Funds Transfer Fraud Additional Coverage is in addition to the Limits of Insurance.

(5) In section B. EXCLUSIONS of this Coverage Form:

(a) paragraph B.2.g. False Pretense does not apply to this additional coverage.

(b) The following exclusion is added:

We will not pay for loss or damages caused by or resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards.

6. COVERAGE EXTENSIONS

Except as otherwise provided, the following Extensions apply to property located in or on the described building in the Declarations or in the open (or in a vehicle) within 1,000 feet of the described premises.

In addition to the Limits of Insurance, you may extend the insurance provided by this policy as follows.

a. **Newly Acquired or Constructed Property**

(1) **Buildings**

If this policy covers Buildings, you may extend that insurance to apply to:

(a) Your new buildings while being built on the described premises; and

(b) Buildings you acquire at premises other than the one described, intended for:

(i) Similar use as the described building in the Declarations; or

(ii) Use as a warehouse.

The most we will pay for loss or damage under this Buildings Coverage Extension is $1,000,000 at each building.

(2) **Business Personal Property**

If this policy covers Business Personal Property, you may extend that insurance to apply to:

(a) Business Personal Property, including such property that you newly acquire, other than at fairs or exhibitions, at any premises you acquire;

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(b) Business Personal Property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the described premises;

This Extension does not apply to personal property that you temporarily acquire in the course of installing or performing work on such property or your wholesale activities.

The most we will pay for loss or damage under this Business Personal Property Coverage Extension is $500,000 at each building.

(3) **Period Of Coverage**

With respect to insurance provided under this Coverage Extension for Newly Acquired Or Constructed Property , coverage will end when any of the following first occurs:

(a) This policy expires;

(b) 180 days after you acquire the property or begin construction of that part of the building that would qualify as covered property; or

(c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

b. **Newly Acquired Property - Business Income**

(1) You may extend the insurance that applies to Business Income Additional Coverages to apply to property at any premises you newly acquire, other than temporary premises such as fairs or exhibitions, whether attended regularly or not.

(2) The most we will pay for loss under this Newly Acquired Property - Business Income Coverage Extension is the lesser of:

(a) The actual loss of "business income" you sustain, as providedfor and described under the Business Income AdditionalCoverage; or

(b) $100,000.

(3) This insurance will end the earlier of:

(a) This policy expires;

(b) 180 days after you acquire the property; or

(c) You report values to us.

We will charge you any additional premium from the date you acquire the property.

c. **Personal Property Off-premises**

You may extend the insurance provided by this policy to apply to your Covered Property, other than "money" and "securities", "valuable papers and records" or accounts receivable, while it is in the course of transit or at a premises you do not own, lease or operate.

The most we will pay for loss or damage under this Personal Property Off-premises Coverage Extension is $15,000 unless a higher limit of insurance for Personal Property Off-premises is shown in the Declarations.

d. **Outdoor Trees, Shrubs, Plants, and Lawns**

(1) You may extend the insurance provided by this policy to apply to your outdoor trees, shrubs, plants and lawns (other than "stock"), including debris removal expense, caused by or resulting from any of the following Causes of Loss:

Fire; Lightning; Explosion; Aircraft or vehicles; Riot or civil commotion; Vandalism; or Theft.

(2) The most we will pay for loss or damage under this Outdoor Trees, Shrubs, Plants, and Lawns Coverage Extension is $10,000 in any one occurrence, unless a higher limit for outdoor trees, shrubs, plants, and lawns is shown in the Declarations, but not more than $2,500 for any one tree, shrub or plant.

Subject to all aforementioned terms and limitations of coverage, this Coverage Extension includes the expense of removing from the described premises the debris of trees, shrubs and plants which are the property of others, except in the situation in which you are a tenant and such property is owned by the landlord of the described premises.

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(3) The Debris Removal Additional Coverage does not apply to this Outdoor Trees, Shrubs, Plants, and Lawns Coverage Extension.

e. **Outdoor Signs**

(1) You may extend the insurance provided by this policy to apply to your outdoor signs, including debris removal expense.

(2) The most we will pay for loss or damage under this Outdoor Signs Coverage Extension is $2,500 in any one occurrence, unless a higher limit for outdoor signs is shown in the Declarations.

(3) The Debris Removal Additional Coverage does not apply to this Outdoor Signs Coverage Extension.

f. **Personal Effects**

You may extend the insurance that applies to Business Personal Property to apply to personal effects owned by you, your officers, your partners or "members", your "managers" or your employees.

HOWEVER, personal effects does not include:

(1) Tools or equipment used in your business; or

(2) "Money", "securities" or jewelry.

AND this Business Personal Property Coverage Extension does not apply to:

(a) Property while it is in the course of transit or at a premises you do not own, lease or operate.

(b) Property in storage away from the described premises.

The most we will pay for loss or damage under this Personal Effects Coverage Extension is $10,000 in any one occurrence, but not more than $2,500 for the personal effects of any one individual.

g. **Valuable Papers And Records**

(1) You may extend the insurance provided by this policy to apply to direct physical loss or damage to "valuable papers and records" that you own, or that are in your care, custody or control, caused by or resulting from a Covered Cause of Loss. This Valuable Papers And Records Coverage Extension includes the cost to research, replace or restore the lost information on "valuable papers and records" for which duplicates do not exist.

(2) This Valuable Papers And Records Coverage Extension does not apply to:

(a) Property held as samples or for delivery after sale;

(b) Property in storage away from the described premises.

(3) The most we will pay under this Valuable Papers And Records Coverage Extension for loss of or damage to "valuable papers and records", in any one occurrence at the described building is $25,000, unless a higher Limit of Insurance for "valuable papers and records" is shown in the Declarations.

For "valuable papers and records" not at the described premises, the most we will pay is $25,000.

(4) Loss or damage to "valuable papers and records" will be valued at the cost of restoration or replacement of the lost or damaged information. To the extent that the contents of the "valuable papers and records" are not restored, the "valuable papers and records" will be valued at the cost of replacement with blank materials of substantially identical type.

(5) Section B. EXCLUSIONS of this Coverage Form does not apply to this Valuable Papers And Records Coverage Extension except for:

(a) Paragraph B.1.c. Governmental Action;

(b) Paragraph B.1.d. Nuclear Hazard;

(c) Paragraph B.1.f. War And Military Action;

(d) Paragraph B.2.f. Dishonesty;

(e) Paragraph B.2.g. False Pretense;

(f) Paragraph B.2.m.(2) Errors Or Omissions; and

(g) Paragraph B.3.

h. **Accounts Receivable**

(1) You may extend the insurance provided by this policy to apply to your records of accounts receivable. We will pay:

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(a) All amounts due from your customers that you are unable to collect;

(b) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;

(c) Collection expenses in excess of your normal collection expenses that are made necessary by loss or damage; and

(d) Other reasonable expenses that you incur to re-establish your records of accounts receivable;

that result from direct physical loss or damage by any Covered Cause of Loss to your records of accounts receivable.

(2) The most we will pay under this Accounts Receivable Coverage Extension for loss or damage in any one occurrence at the described building is $25,000, unless a higher Limit of Insurance for accounts receivable is shown in the Declarations.

For records of accounts receivable not at the described premises, the most we will pay is $25,000.

(3) Section B. EXCLUSIONS of this Coverage Form does not apply to this Accounts Receivable Coverage Extension except for:

(a) Paragraph B.1.c. Governmental Action;

(b) Paragraph B.1.d. Nuclear Hazard;

(c) Paragraph B.1.f. War And Military Action;

(d) Paragraph B.2.f. Dishonesty;

(e) Paragraph B.2.g. False Pretense;

(f) Paragraph B.3.; and

(g) Paragraph B.6. Accounts Receivable Exclusion.

i. **Salespersons Samples**

(1) You may extend the insurance that applies to Business Personal Property to apply to salespersons samples while away from the described premises.

(2) The most we will pay under this Salespersons Samples Coverage Extension for loss or damage in any one occurrence is $10,000.

j. **Business Income and Extra Expense – Increased Period of Restoration Due to Ordinance or Law**

If a Covered Cause of Loss occurs to property at the described premises, coverage is extended to include the amount of actual and necessary loss you sustain during the "period of restoration" of "operations" caused by or resulting from the enforcement of, or compliance with, any ordinance or law that:

(1) Regulates the construction or repair of any property;

(2) Requires the tearing down of parts of any property not damaged by a Covered Cause of Loss; and

(3) Is in force at the time of loss.

HOWEVER, coverage is not extended under this Business Income and Extra Expense – Increased Period of Restoration Due to Ordinance or Law Extension to include loss caused by or resulting from the enforcement of or compliance with any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

k. **Removal Permit**

If Covered Personal Property is removed to a new premise that is described in the Declarations, you may extend this insurance to include that Covered Personal Property at each premise during the removal. Coverage at each premises will apply in the proportion that the value at each premises bears to the value of all Covered Personal Property being removed. This permit applies up to 30 days after the date Covered Personal Property is first removed at the previous premises; after that, this Removal Permit Coverage Extension does not apply at the previous premises.

l. **Electronic Data**

(1) You may extend the insurance provided by this policy to apply to the cost to replace or restore "electronic data" which has been destroyed or corrupted by a Covered Cause of Loss, a "computer" virus, harmful code or similar instruction introduced

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into or enacted on a "computer" system (including "electronic data") or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from:

(a) manipulation of a "computer" system (including "electronic data") by any employee, including a temporary or leased employee, or by an entity retained by you, or for you, to inspect, design, install, modify, maintain, repair or replace that system; or

(b) Ransomware, meaning any software that encrypts "electronic date" held within a computer system and demands a ransom payment in order to decrypt and restore such "electronic data".

(2) To the extent that "electronic data" is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the "electronic data" was stored, with blank media of substantially identical type.

(3) The most we will pay under this Electronic Data Coverage Extension for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of buildings, locations or "computer" systems involved, is $10,000, unless a higher Limit of Insurance is shown in the Declarations. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in, but not after, that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

(4) This Electronic Data Coverage Extension does not apply to losses covered under the Equipment Breakdown Additional Coverage.

m. **Interruption of Computer Operations**

(1) You may extend the insurance that applies to Business Income and Extra Expense Additional Coverages to apply to a suspension of "operations" caused by an interruption in "computer" operations due to destruction or corruption of "electronic data" due to "specified causes of loss", Collapse or a "computer" virus, harmful code or similar instruction introduced into or enacted on a "computer" system (including "electronic data") or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for an interruption related to;

(a) manipulation of a "computer" system (including "electronic data") by any employee, including a temporary or leased employee, or by an entity retained by you, or for you, to inspect,design, install, modify, maintain, repair or replace that system; or

(b) Ransomware, meaning any software that encrypts "electronic date" held within a computer system and demands a ransom payment in order to decrypt and restore such "electronic data".

(2) The most we will pay under this Interruption of Computer Operations Coverage Extension for all loss sustained and expense incurred in any one policy year, regardless of the number of interruptions or the number of buildings, locations or "computer" systems involved, is $10,000 unless a higher Limit of Insurance is shown in the Declarations. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss or expense sustained or incurred as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss or expense in a subsequent policy year(s), all loss and expense is deemed to be sustained or incurred in the policy year in which the interruption began.

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(3) This Interruption of Computer Operations Coverage Extension does not apply to loss sustained or expense incurred after the end of the "period of restoration", even if the amount of insurance stated in (2) above has not been exhausted.

(4) Coverage for Business Income does not apply when a suspension of "operations" is caused by destructionor corruption of "electronic data", or any loss or damage to "electronic data", except as provided under paragraphs (1) through (3) of this Interruption of Computer Operations Coverage Extension.

(5) Coverage for Extra Expense does not apply when action is taken to avoid or minimize a suspension of "operations" caused by destruction or corruption of "electronic data", or any loss or damage to "electronic data", except as provided under paragraphs (1) through (3) of this Interruption of Computer Operations Coverage Extension.

(6) This Additional Coverage does not apply when loss or damage to "electronic data" involves only "electronic data" which is integrated in and operates or controls a building's elevator, lighting, heating, ventilation, air conditioning or security system.

(7) This Interruption of Computer Operations Coverage Extension does not apply to losses covered under the Equipment Breakdown Additional Coverage.

n. **Business Personal Property Temporarily In Portable Storage Units**

(1) You may extend the insurance that applies to Business Personal Property to apply to such property while temporarily stored in a portable storage unit (including a detached trailer) located within 1000 feet of the described premises, whichever distance is greater.

(2) The limitation under paragraph A.4.a (6) also applies to property in a portable storage unit.

(3) Coverage under this extension:

(a) Will end 90 days after the Business Personal Property has been placed in the storage unit;

(b) Does not apply if the storage unit itself has been in use at the described premises for more than 90 consecutive days, even if the Business Personal Property has been stored there for 90 or fewer days as of the time of loss or damage.

(4) Under this Coverage Extension, the most we will pay for the total of all loss or damage to Business Personal Property at the described premises is $10,000 (unless a higher Limit Of Insurance is shown in the Declarations for Business Personal Property Temporarily In Portable Storage Units regardless of the number of storage units.

(5) This extension does not apply to loss or damage otherwise covered under this Coverage Form or any endorsement to this Coverage Form, and does not apply to loss or damage to the storage unit itself.

B. **EXCLUSIONS**

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardlessof any other cause or event that contributes concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

a. **Ordinance Or Law**

The enforcement of, or compliance with,any ordinance or law:

(1) Regulating the construction, use or repair of any property;

(2) Requiring the tearing down of any property, including the cost of removing its debris; or

(3) Requiring the removal or disposal of "pollutants".

This Ordinance Or Law Exclusion applies whether the loss results from:

(1) An ordinance or law that is enforced even if the property has not been damaged; or

(2) The increased costs incurred to comply with an ordinance or law in the course of

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construction, repair, renovation, remodeling or demolition of property or removal of its debris, following a physical loss to that property.

b. **Earth Movement**

(1) Earthquake, including tremors and aftershocks and any earth sinking, rising or shifting related to such event.

(2) Landslide, including any earth sinking, rising or shifting related to such event.

(3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased.

(4) Earth sinking (other than sinkhole collapse), rising or shifting including

(5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or volcanic action, we will pay for the loss or damage caused by that fire, building glass breakage or volcanic action. Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

(a) Airborne volcanic blast or airborne shock waves;

(b) Ash, dust, or particulate matter;or

(c) Lava flow.

With respect to coverage for volcanic action as set forth in 5(a), 5(b) and 5(c), all volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss of or damage to Covered Property.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by an act of nature or is otherwise caused. An example of a situation to which the 'otherwise caused' exclusion would apply are acts such as road construction, using tools such as jack hammers and causing ground vibrations in close proximity to the insured's building resulting in damage to the building's structure and foundation.

soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion,improperly compacted soil and the action of water under the ground surface. But if Earth Movement, as described in (1) through (4) above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

c. **Governmental Action**

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this policy.

d. **Nuclear Hazard**

Nuclear reaction or radiation, or radioactive contamination, including but not limited to radon gas, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

e. **Utility Services**

The failure of power, communication, water or other utility service supplied to the described premises, however caused,if the failure occurs away from the described premises.

Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Loss or damage caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

But if the failure or surge of power, or the failure of communication, water or other utility service results in a Covered Cause of Loss, we will pay for the loss or damage caused by that

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Covered Cause of Loss.

Communication services include but are not limited to service relating to Internet access or access to any electronic, cellular or satellite network.

This exclusion does not apply to loss or damage provided under the Equipment Breakdown Additional Coverage.

f. **War And Military Action**

(1) War, including undeclared or civilwar;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government,sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

g. **Water**

(1) Flood, surface water, waves (including tidal wave and tsunami),tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);

(2) Mudslide or mudflow;

(3) Water that backs up or overflows or is otherwise discharged from a sewer, drain pipe, sump, sump pump or related equipment, except as provided under the Back Up Of Sewer Or Drain Water Damage Additional Coverage; Water under the ground surface pressing on, or flowing or seeping through:

(a) Foundations, walls, floors or paved surfaces;

(b) Basements, whether paved or not; or

(c) Doors, windows or other openings; or

(4) Waterborne material carried or otherwise moved by any of the water referred to in paragraph (1), (3) or (4),or material carried or otherwise moved by mudslide or mudflow.

(5) Water that overflows from any plumbing fixture because the water isunable to enter into an attached drainpipe, or water that is unable to enter into a drain pipe through any interior or exterior drain, drain strainer, catchbasin, roof drain, scupper, or similar device designed to channel water from a plumbing fixture, roof, floor or other surface area, except as provided under the Back Up Of Sewer Or Drain Water Damage Additional Coverage.

This exclusion applies regardless of whether any of the above, in paragraphs
(1) through (6), is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

HOWEVER, if electrical "covered equipment" requires drying out becauseof the above, we will pay for the direct expenses of such drying out subject to the applicable Limit of Insurance and deductible for Building or Business Personal Property, whichever applies.

But if any of the above paragraphs (1) through (6), results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

h. **Fungi, Wet Rot Or Dry Rot**

Presence, growth, proliferation, spread or any activity of "fungi", wet rot or dry rot.

But if "fungi", wet rot or dry rot result in a"specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion does not apply:

(1) When "fungi", wet rot or dry rot result from fire or lightning; or

(2) To the extent that coverage is provided in the Limited Coverage For Fungi, Wet Rot Or Dry Rot Additional Coverage, with respect to loss or damage by a cause of loss other than fire or lightning.

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i. **Virus Or Bacteria**

(1) Any virus, bacterium or other microorganism that induces or is capable of inducing physical distress,illness or disease.

(2) However, the exclusion in paragraph (1) does not apply to loss or damagecaused by or resulting from "fungi", wet rot or dry rot. Such loss or damage is addressed in Exclusion h.Fungi, Wet Rot or Dry Rot.

(3) With respect to any loss or damage subject to the exclusion in paragraph(1), such exclusion supersedes any exclusion relating to "pollutants".

2. We will not pay for loss or damage caused by or resulting from any of the following:

a. **Electrical Apparatus**

Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:

(1) Electrical or electronic wire, device,appliance, system or network; or

(2) Device, appliance, system or networkutilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

(1) Electrical current, including arcing;

(2) Electrical charge produced orconducted by a magnetic or electromagnetic field;

(3) Pulse of electromagnetic energy; or

(4) Electromagnetic waves or microwaves.

But if fire results, we will pay for the loss or damage caused by fire.

This Electrical Apparatus exclusion does not apply to the coverage provided under the Equipment Breakdown Additional Coverage.

b. **Consequential Losses**

Delay, loss of use or loss of market.

c. **Smoke, Vapor, Gas**

Smoke, vapor or gas from agricultural smudging or industrial operations.

d. **Steam Apparatus**

Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel withinthe furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

This Steam Apparatus exclusion does not apply to the coverage provided under the Equipment Breakdown Additional Coverage.

e. **Frozen Plumbing**

Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:

(1) You do your best to maintain heat in the building or structure; or

(2) You drain the equipment and shut off the supply if the heat is not maintained.

f. **Dishonesty**

Dishonest or criminal acts (including theft) by you, anyone else with an interest in the property, or any of your or their partners, "members", officers, "managers", employees (including temporary or leased employees), directors, trustees, or authorized representatives, whether acting alone or in collusion with each other or with any other party; or theft by any person to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion:

(1) Applies whether or not an act occurs during your normal hours of operation;

(2) Does not apply to acts of destructionby your employees (including temporary or leased employees) or authorized representatives; but theft by your employees (including temporary or leased employees) or authorized representatives is not covered.

With respect to Covered Property,

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including accounts receivable and "valuable papers and records", this exclusion does not apply to carriers for hire.

This exclusion does not apply to coverage that is provided under the Employee Dishonesty Optional Coverage.

g. **False Pretense**

Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

h. **Exposed Property**

Rain, snow, ice or sleet to personal property in the open.

i. **Collapse**

(1) Collapse, including any of the following conditions of property or any part of the property:

(a) An abrupt falling down or caving in;

(b) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or

(c) Any cracking, bulging, sagging,bending, leaning, settling, shrinkage or expansion as such condition relates to paragraph i.(1)(a) or i.(1)(b).

But if collapse results in a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.

(2) This Exclusion i. does not apply:

(a) To the extent that coverage is provided under the Collapse Additional Coverage; or

(b) To collapse caused by one or more of the following:

(i) The "specified causes of loss";

(ii) Breakage of building glass;

(iii) Weight of rain that collects on a roof; or

(iv) Weight of people or personal property.

j. **Pollutants**

We will not pay for loss or damage caused by or resulting from the discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

k. **Neglect**

Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

l. **Other Types Of Loss**

(1) Wear and tear;

(2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

(3) Smog;

(4) Settling, cracking, shrinking or expansion;

(5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals;

(6) Mechanical breakdown, including rupture or bursting caused by centrifugal force, except as provided under the Equipment Breakdown Additional Coverages;

(7) Growth of tree, shrub or plant roots causing physical damage to any underground property, property foundations, roadways, walks, patios or other paved surfaces;

(8) The following causes of loss to personal property:

(a) Dampness or dryness of atmosphere;

(b) Changes in or extremes of temperature;

(c) Marring or scratching.

But if an excluded cause of loss that is listed in paragraphs (1) through (8)

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above results in a "specified cause of loss", "accident" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss", "accident" or building glass breakage.

m. **Errors Or Omissions**

Errors or omissions in:

(1) Programming, processing or storing data, as described under "electronic data" or in any "computer" operations;or

(2) Processing or copying "valuablepapers and records".

HOWEVER, we will pay for direct physical loss or damage caused by resulting fire or explosion if these causes of loss would be covered by this coverage form.

This exclusion does not apply to coverage that is provided under the Employee Dishonesty Optional Coverage.

n. **Installation, Testing, Repair**

Errors or deficiency in design, installation,testing, maintenance, modification or repair of your "computer" systemincluding "electronic data".

HOWEVER, we will pay for direct physical loss or damage caused by resulting fire or explosion if these causes of loss would be covered by this coverage form.

This exclusion does not apply to coverage that is provided under the Employee Dishonesty Optional Coverage.

o. **Electrical Disturbance**

Electrical or magnetic injury, disturbance or erasure of "electronic data", except as provided under the Equipment Breakdown or Electronic Data AdditionalCoverages.

HOWEVER, we will pay for direct loss or damage caused by lightning.

p. **Leakage or Seepage**

Constant or repeated seepage or leakage of water or steam, or the presence or condensation of humidity, moisture or vapor, whether continuous or intermittent from any:
Heating, air conditioning or refrigerating system;

(1) Domestic appliance; or

(2) Plumbing system, including from or around any shower stall or other shower bath installation, bathtub or other plumbing fixture.

3. We will not pay for loss or damage caused by or resulting from any of the following B.3.a. through B.3.c. But if an excluded cause of loss that is listed in B.3.a. through B.3.c. results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

a. **Weather Conditions**

Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph B.1. above to produce the loss or damage.

b. **Acts Or Decisions**

Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

c. **Negligent Work**

Faulty, inadequate or defective:

(1) Planning, zoning, development, surveying, siting; Design, specifications, workmanship,work methods, repair, construction, renovation, remodeling, grading, compaction, failure to protect the property;

(2) Materials used in repair, construction,renovation or remodeling; or

(3) Maintenance;

of part or all of any property on or off the described premises.

4. **Additional Exclusion**

The following applies only to the property specified in this Additional Exclusion.

Loss Or Damage To Products

We will not pay for loss or damage to any merchandise, goods or other product caused by or resulting from error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production or use of the product, including planning, testing, processing, packaging, installation, maintenance or repair. This exclusion

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applies to any effect that compromises the form, substance or quality of the product. But if such error or omission results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

5. Business Income And Extra Expense Exclusions

a. We will not pay for:

(1) Any "extra expense", or increase of "business income" loss, caused by or resulting from:

(a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or

(b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of "operations", we will cover such loss that affects your Business Income during the "period of restoration" and any extension of the "period of restoration" in accordance with the terms of the Extended Business Income Additional Coverage.

(2) Any other consequential loss.

b. With respect to this exclusion, suspension means:

(1) The partial slowdown or complete cessation of your business activities;and

(2) That a part or all of the described premises is rendered untenantable, if coverage for Business Income applies.

6. Accounts Receivable Exclusion

The following additional exclusion applies to the Accounts Receivable Coverage Extension:

We will not pay for:

a. Loss or damage caused by or resulting from alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of "money", "securities" or other property.

This exclusion applies only to the extent of the wrongful giving, taking or withholding.

b. Loss or damage caused by or resulting from bookkeeping, accounting or billing errors or omissions.

c. Any loss or damage that requires any audit of records or any inventory computation to prove its factual existence.

C. LIMITS OF INSURANCE

1. The most we will pay for loss or damage in any one occurrence is the applicable Limits of Insurance shown in the Declarations, except as otherwise provided in this Section.

2. At a described premises, if a Limit of Insurance is shown in the Declarations for Tenant Improvements and Betterments, that limit is separate from the Limit of Insurance shown for Business Personal Property and the Limit of Insurance applicable to Business Personal Property does not apply to Tenant Improvements and Betterments.

3. The limits applicable to Additional Coverages are in addition to the Limits of Insurance only if so indicated in that Section of this Coverage Form.

4. The limits applicable to the Coverage Extensions are in addition to the Limits of Insurance.

5. Building Limit – Automatic Increase

a. The Limit of Insurance for Buildings will automatically increase by the annual percentage shown in the Declarations.

b. The amount of increase is calculated as follows:

(1) The Building limit that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Building limit, times

(2) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08), times

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(3) The number of days since the beginning of the current policy year,or the effective date of the most recent policy change amending the Building limit, divided by 365.

Example:

If: The applicable Building limit is $100,000; and

The annual percentage increase is 8%; and

The number of days since the beginning of the policy year (or last policy change) is 146;

Then the amount of increase is:

$100,000 x .08 x (146 / 365) = $3,200.

c. The Automatic Increase percentage for Buildings will be the percentage shown in the Declarations. This percentage may change at each renewal date, unless a different percentage is selected by you.

6. Business Personal Property Limit – Automatic Increase

a. The Limit of Insurance for Business Personal Property will automatically increase by the annual percentage shown in the Declarations.

b. The amount of increase is calculated as follows:

(1) Multiply the Limit of Insurance that applied on the most recent of the policy inception date, the policy renewal date, or any other policy change amending the Limit of Insurance, times

(2) The percentage of increase shown in the Declarations, expressed as a decimal (example: 2% is .02), times

(3) The number of days since the beginning of the current policy year, or since the effective date of the most recent policy change amending the Business Personal Property limit, divided by 365.

Example:

If: The applicable limit is $150,000; and

The annual percentage increase is 3%; and

The number of days since the beginning of the policy year (or last policy change) is 146;

Then the amount of increase is:

$150,000 x .03 x (146 / 365) = $1,800.

c. The Automatic Increase percentage for Business Personal Property will be the average annual Index shown in the Declarations. This percentage may change at each renewal date.

In no event will the Limit of Insurance be reduced unless you specifically request us to do so.

7. Business Personal Property Limit – Seasonal Increase

a. Subject to paragraph 7.b., the Limit of Insurance for Business Personal Property is automatically increased by 25% to provide for seasonal variations.

b. The increase described in paragraph 6.a. will apply only if the Limit of Insurance shown for Business Personal Property in the Declarations is at least 100% of your average monthly values during the lesser of:

(1) The 12 months immediately preceding the date the loss or damage occurs; or

(2) The period of time you have been in business as of the date the loss or damage occurs.

D. **DEDUCTIBLES**

1. We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of the Deductible up to the applicable Limit of Insurance of Section I – Property. If one occurrence results in loss or damage at more than one location, the Deductible will apply separately to loss or damage at each location that has sustained loss or damage.

2. With respect to the exterior building glass of the location identified in the Declarations, the most we will deduct from any loss or damageto the exterior building glass in any one occurrence is $250. The exterior building glass

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deductible of $250 will be utilized for any loss or damage to the exterior building glass regardless of the deductible amount for the scheduled property shown in the policy Declarations.

But this $250 deductible will not increase the property deductible shown in the Declarations for the scheduled property. This $250 deductible is in addition to all other deductibles.

Example:

If: The amounts of loss to the damaged property are $50,000 (building) and $1,000 (exterior building glass); and

The actual limit of insurance on the damaged property is $200,000; and

The property deductible shown in the policy declarations is $1,000.

Based on the example information and the coverage language, the most we will pay for this claim is as follows:

Exterior Glass: $1,000 (loss amount) - $250(exterior glass deductible) = $750 (amount paid for loss).

Building: $50,000 (loss amount) - $750 (remaining deductible amount after the exterior glass deductible) = $49,250 (amount paid for loss).

The most we will pay for this loss is $50,000 ($49,250 + $750). The portion of the total loss that is not covered due to the application of each deductible documented above is $1,000($750 + $250).

3. No deductible applies to the following Additional Coverages:
   a. Fire Department Service Charge;
   b. Fire Extinguisher Recharge;
   c. Business Income;
   d. Extra Expense;
   e. Civil Authority; and
   f. Arson Reward for Conviction.

E. **PROPERTY LOSS CONDITIONS**

1. **Abandonment**

   There can be no abandonment of any property to us.

2. **Appraisal**

   If you and we disagree on the amount of loss, an appraisal of the loss may take place. However, an appraisal will take place only if both you and we agree, voluntarily, in writing, to have the amount of loss appraised. In this event, each party will select a competent and impartial appraiser and will advise the other party of the name of such appraiser within 20 days.

   The two appraisers will select an umpire. If appraisers cannot agree upon an umpire within 15 days, either may request that selection be made by a judge, from the county where the loss occurred. The appraisers will state separately the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two of these parties will set the amount of loss. Each party will:
   a. Pay its chosen appraiser; and
   b. Bear the other expenses of the appraisal and umpire equally.
   c. The appraisers and umpire are only authorized to determine the "actual cash value", replacement cost or cost to repair the property that is the subject of the claim. They are not authorized to determine coverage, exclusions, conditions, forfeiture provisions, conditions precedent, or any other contractual issues that may exist between you and us.

   If there is an appraisal, we reserve our right to deny coverage for excluded or non-covered damages.

3. **Duties In The Event Of Loss Or Damage**
   a. You must see that the following are done in the event of loss of or damage to Covered Property:
      (1) Notify the police if a law may have been broken.
      (2) Give us prompt notice of the loss or damage. If loss or damage is caused by or results from hail, the loss must be reported to us within 12 months of the loss event. Include a description of the property involved.
      (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
      (4) Take all reasonable steps to protect the Covered Property from further damage. If feasible, set the damaged property aside and in the best possible order for examination. Also keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance.

      HOWEVER, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss.

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(5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values, amount of loss claimed and a detailed description of each item.

(6) As often as may be reasonably required, permit us to inspect the damaged property and examine your books and records, including financial records and tax returns.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

(7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

(8) Cooperate with us in the investigation or settlement of the claim.

(9) Resume all or part of your "operations" as quickly as possible.

b. We may examine any insured or their employee under oath, while not in the presence of any other insured or employee, at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records.At our option and expense, any examination under oath may be video or audio taped as well as being recorded by stenographic record. If a written transcriptis prepared of the testimony, then at our request your answers under oath must besigned under penalty of perjury.

4. Legal Action Against Us

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

a. There has been full compliance with all ofthe terms of this insurance; and

b. The action is brought within two year after the date on which the direct physical loss or damage occurred.

5. Loss Payment

In the event of loss or damage covered by this policy:

a. At our option, we will either:

(1) Pay the value of lost or damaged property as described in e. below;

(2) Pay the cost of repairing or replacing the lost or damaged property;

(3) Take all or any part of the property at an agreed or appraised value; or

(4) Repair, rebuild or replace the property with other property of like kind and quality, subject to b. below.

b. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of, or compliance with, any ordinance or law regulating the construction, use or repair of any property.

c. We will give notice of our intentions within 30 days after we receive the sworn proof of loss, provided you have complied with all of the conditions set forth in paragraph 3. above.

d. We will not pay you more than your financial interest in the Covered Property.

e. Except as provided in (2) through (9) below, we will determine the value of Covered Property as follows:

(1) At replacement cost without deduction for depreciation, subject to the following:

(a) We will pay the cost to repair or replace, after application of the deductible and without deduction for depreciation, but not more than the least of the following amounts, subject to E.5.b. above:

(i) The Limit of Insurance under this policy that applies to the lost or damaged property;

(ii) The cost to replace, on the same premises, the lost or damaged property with other property:

i. Of comparable material and quality; and

ii. Used for the same purpose; or

(iii) The amount that you actually spend that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost is limited to

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the cost which would have been incurred had the building been built at the original premises.

(b) You may make a claim for loss or damage covered by this insurance on an "actual cash value" basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an "actual cash value" basis, you may still make a claim on a replacement cost basis if you notify us of your intent to do so within 180 days after the loss or damage.

(c) We will not pay on a replacement cost basis for any loss or damage:
Until the lost or damaged property is actually repaired or replaced; and

(i) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

HOWEVER, if your loss qualifies for payment on a replacement cost basis and the cost of repair or replacement is $5,000 or less, we will pay the cost to repair or replace, after application of the deductible and without deduction for depreciation.

(2) If the "Actual Cash Value – Buildings" option applies, as shown in the Declarations, paragraph (1) above does not apply to Buildings. Instead, we will determine the value of Buildings at "actual cash value".

(3) The following property at "actual cash value":

(a) Used or second-hand merchandise held in storage or for sale;

(b) Property of others, other than leased personal property you have a contractual responsibility to insure, but this property is not covered for more than the amount for which you are liable, plus the cost of labor, materials or services furnished or arranged by you on personal property of others;

(c) Household contents, except personal property in apartments or rooms furnished by you as landlord;

(d) Manuscripts; and

(e) Works of art, antiques or rare articles, including but not limited to etchings, pictures, statuary, marble, bronzes, porcelain and bric-a-brac.

(4) Glass at the cost of replacement with safety glazing material if required by law.

(5) Tenants' Improvements and Betterments at:

(a) Replacement cost if you make repairs promptly.

(b) A proportion of your original costif you do not make repairs

promptly. We will determine the proportionate value as follows:

(i) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

(ii) Divide the amount determined in (i) above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.

(c) Nothing if others pay for repairs or replacement.

(6) Applicable only to Money and Securities Additional Coverage, and Employee Dishonesty Optional Coverage:

(a) "Money" at its face value and ingeneral circulation; and

(b) "Securities" at their value at the close of business on the day the loss is discovered.

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(7) Applicable only to Accounts Receivable:

(a) If you cannot accurately establishthe amount of accounts receivable outstanding as of the time of loss or damage, the following method will be used:

(i) Determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss or damage occurs; and

(ii) Adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss or damage occurred or for any demonstrated variance from the average for that month.

(iii) The following will be deducted from the total amount of accounts receivable, however that amount is established: The amount of the accounts for which there is no loss or damage;

(iv) The amount of the accounts that you are able to reestablish or collect;

(v) An amount to allow for probable bad debts that you are normally unable to collect; and

(vi) All unearned interest and service charges.

(8) "Stock" you have sold but not delivered at the selling price less expenses you otherwise would have had.

(9) Business Income and Extra Expense:

(a) We will determine the amount of a "business income" loss based on:

(i) The net income of your business before the direct physical loss or damage occurred;

(ii) The likely net income of your business if no physical loss or damage occurred, but not including any likely increase in net income attributable to an increase in the volume of business as a result of favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;

(iii) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and

(iv) Other relevant sources of information, including:

i. Financial records and accounting procedures;

ii. Bills, invoices and other vouchers; and

iii. Deeds, liens and contracts.

(b) We will determine the amount of "extra expense" based on:

(i) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage occurred. The following will be deducted from the total of such expenses:

i. The remaining salvage value of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and

ii. Any "extra

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iii. expense" that is paid for by other insurance;

(ii) All necessary expenses that reduce the "business income" loss that otherwise would have been incurred.

f. Our payment for loss of or damage to property of others will only be for the account of the owners of the property. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.

g. We may elect to defend you against suits arising from claims of owners of property.We will do this at our expense.

h. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, provided you have complied with all of the terms of this policy; and

(1) We have reached agreement with you on the amount of loss; or

(2) An appraisal award has been made.

i. A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will pay you the full value of the loss to the party wall, subject to all applicable policy provisions including Limits of Insurance and all other provisions of this Loss Payment Condition. Our payment under the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of the Transfer Of Rights Of Recovery Against Others To Us Condition in this policy.

6. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, you may retain the property. But then you must return to us the amount we paid to you for the property.
We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

HOWEVER if, at the time of loss, the amount of loss or damage to your property exceeded our Limit of Insurance and your property in excess of the Limit of Insurance was turned over to us, you retain your rights to recovery on such uninsured property. We will return to you a portion of any recovery on that property based upon the proportion of the loss in excess of our Limit of Insurance bears to the total loss.

7. Resumption Of Operations

We will reduce the amount of your:

a. Loss payable under Business Income Additional Coverage, other than "extra expense", to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property(including merchandise or stock) at the described premises or elsewhere.

b. Loss payable under Extra Expense Additional Coverage to the extent you can return "operations" to normal and discontinue such "extra expense".

8. Vacancy

a. **Description Of Terms**

(1) As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in (1)(a) and (1)(b) below:

(a) When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.

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(b) When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:

(i) Rented to a lessee or sub-lessee and used by the lessee or sub-lessee to conduct its customary operations; and/or

(ii) Used by the building owner to conduct customary operations.

(2) Buildings under construction or renovation are not considered vacant.

b. **Vacancy Provisions**

If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage occurs:

(1) We will not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:

(a) Vandalism;

(b) Sprinkler leakage, unless you have protected the system against freezing;

(c) Building glass breakage;

(d) Water damage, including damage that is caused by or resulting from freezing;

(e) Theft; or

(f) Attempted theft.

(2) With respect to Covered Causes of Loss other than those listed in paragraphs (1)(a) through (1)(f) above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

F. **PROPERTY GENERAL CONDITIONS**

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

1. Control Of Property If any person other than you has control of your property after a loss, a breach of these conditions by such a person, beyond your direction or control, will not be considered a breach of these conditions by you, and it will not affect this insurance.

The breach of any condition of this Coverage Form, other than the Concealment, Misrepresentation or Fraud Common Policy Condition, at any one or more locations will not affect coverage at any locations where, at the time of loss or damage, the breach of condition did not exist.

2. Mortgageholders

a. The term mortgageholder includes trustee.

b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.

c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.

d. If we deny your claim because of your acts or because you have failed to comply with the terms of this policy, the mortgageholder will still have the right to receive loss payment if the mortgageholder:

(1) Pays any premium due under this policy at our request if you have failed to do so;

(2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and

(3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of this policy will then apply directly to the mortgageholder.

e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this policy:

(1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and

(2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

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At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

f. If we cancel this policy, we will give written notice to the mortgageholder at least:

(1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

g. 30 days before the effective date of cancellation if we cancel for any other reason. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

3. No Benefit To Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

4. Policy Period, Coverage Territory

Under this form:

a. We cover loss or damage commencing:

(1) During the policy period shown in the Declarations; and

(2) Within the coverage territory or, with respect to property in transit, while it is between points in the coverage territory.

b. The coverage territory is:

(1) The United States of America (including its territories and possessions);

(2) Puerto Rico; and

(3) Canada.

G. OPTIONAL COVERAGES

If shown as applicable in the Declarations, the following Optional Coverages also apply. These Optional Coverages are subject to the terms and conditions applicable to property coverage in this policy, except as provided below.

1. Employee Dishonesty Optional Coverage

a. We will pay for:

(1) Direct loss of or damage to Business Personal Property and "money" and "securities";

(2) The legal obligation you have because of the theft or unauthorized use of your business credit, debit or charge cards issued to you or registered in your name or the name of your business;

(3) Loss resulting from "fraudulent instruction" directing a financial institution to transfer, pay or deliver "money" or "securities" from your "transfer account"; or

(4) Loss directly related to the use of any computer to fraudulently cause a transfer of covered property from inside the described premises to a person (other than a messenger) or place outside those premises;

resulting from dishonest acts committed by any of your employees acting alone or in collusion with other persons (except you, your partner or an officer of a closely held corporation) with the manifest intent to:

(1) Cause you to sustain loss or damage;and also

(2) Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:

(a) Any employee; or

(b) Any other person or organization.

b. We will not pay for loss or damage:

(1) Resulting from any dishonest or criminal act that you, any of your partners, "members" or any officer of a closely held corporation commit whether acting alone or in collusion with other persons.

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(2) Resulting from any dishonest act committed by any of your employees(except as provided in paragraph a.),"managers" or directors:

(a) Whether acting alone or in collusion with other persons; or

(b) While performing services for you or otherwise.

(3) The only proof of which as to its existence or amount is:

(a) An inventory computation; or

(b) A profit and loss computation.

c. The most we will pay for loss or damage in any one occurrence is the Limit of Insurance for Employee Dishonesty shown in the Declarations.

d. All loss or damage:

(1) Caused by one or more persons; or

(2) Involving a single act or series of facts;

is considered one occurrence.

e. If any loss is covered:

(1) Partly by this insurance; and

(2) Partly by any prior cancelled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;

the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance.

We will pay only for loss or damage you sustain through acts committed or events occurring during the policy period.

Regardless of the number of years this policy remains in force or the number of premiums paid and regardless that previous policies were in effect, whether issued by us, any affiliated company or any other company, this coverage shall not be cumulative from year to year or period to period.

f. This Employee Dishonesty Optional Coverage is cancelled as to any employee immediately upon discovery by:

(1) You; or

(2) Any of your partners, "members", "managers", officers or directors not in collusion with the employee;

of any dishonest act committed by that employee before or after being hired by you.

g. We will pay only for covered loss or damage sustained during the policy period and discovered no later than one year from the end of the policy period.

h. If you (or any predecessor in interest) sustained loss or damage during the period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this Optional Coverage, provided:

(1) This Optional Coverage became effective at the time of cancellation or termination of the prior insurance; and

(2) The loss or damage would have been covered by this Optional Coverage had it been in effect when the acts or events causing the loss or damage were committed or occurred.

i. The insurance under paragraph h. above is part of, not in addition to, the Limit of Insurance applying to this Optional Coverage and is limited to the lesser of the amount recoverable under:

(1) This Optional Coverage as of its effective date; or

(2) The prior insurance had it remained in effect.

j. With respect to the Employee Dishonesty Optional Coverage in paragraph G.1., employee means:

(1) Any natural person:

(a) While in your service and for the first 30 days immediately after termination of service unless such termination is due to "theft" or any other dishonest act committed by the "employee";

(b) Whom you compensate directly by salary, wages or commissions; and

(c) Whom you have the right to direct and control while performing services for you;

(2) Any natural person who is furnished temporarily to you:

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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

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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 ata described building and if a Covered Cause of Loss occurs to covered Buildingproperty:

(1) We will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequenceof 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 ofenforcement 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 whichrequires 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 rotor 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 notpay 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 repairedor 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 coveredBuilding 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 ofthe 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

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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 theincreased 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 tobuilding: $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 orbuilding;

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 constructionequipment;

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.

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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 byyou, 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

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(ii) The date when your businessis 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 actualstamps 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 fallingobject.

c. Water damage means:

(1) Accidental discharge or leakage of water or steam as the direct result ofthe 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.

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PREMIER BUSINESSOWNERS LIABILITY COVERAGE FORM

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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;

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(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";

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(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

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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.

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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**

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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, 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 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,

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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

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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 of 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.

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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

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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, road-beds, 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

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(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

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(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

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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.

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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.

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PERCENTAGE DEDUCTIBLE - WINDSTORM AND HAIL

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS PROPERTY COVERAGE FORM

The Wind Or Hail Deductible, as shown in the Declarations, applies to loss or damage to Covered Property caused directly or indirectly by Wind or Hail, regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage. If loss or damage from a covered weather condition other than Wind or Hail occurs, and that loss or damage would not have occurred but for Wind or Hail, such loss or damage shall be considered to be caused by Wind or Hail and therefore part of a Wind or Hail occurrence.

With respect to Covered Property at a location identified in the Declarations, no other deductible applies to Wind or Hail.

The Wind Or Hail Deductible applies whenever there is an occurrence of Wind or Hail.

A. **WIND OR HAIL DEDUCTIBLE CLAUSE**

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to 1%, 2% or 5% (as shown in the Declarations) of the limit of Insurance applicable to the property that has sustained loss or damage, or the deductible shown in the declarations, whichever is greater. The limit(s) to be used is the limit(s) shown on the Declarations or, if applicable, described in the Additional Coverage, Coverage Extensions, or other endorsements providing coverage not otherwise provided. If blanket coverage is applicable to the buildings, structures and/or business personal property, the limit(s) to be used is that shown in the most recent Statement of Values on file with us. This Deductible is calculated separately for, and applies separately to:

1. Each building, if two or more buildings sustain loss or damage;
2. The building and to personal property in that building, if both sustain loss or damage;
3. Personal property at each building, if personal property at two or more buildings sustains loss or damage;
4. Personal property in the open.

We will not pay for loss or damage until the amount of loss or damage exceeds the Deductible. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limits of Insurance.

When property is covered under the Coverage Extension for Newly Acquired Property: In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to a percentage of the values of the property at the time of loss. The applicable percentage for Newly Acquired Property is the highest percentage shown in the Declarations for any described premises.

B. **EXAMPLE – APPLICATION OF DEDUCTIBLE**

The amounts of loss to the damaged property are $60,000 (building) and $40,000 (business personal property in building).

The actual Limits of Insurance on the damaged property are $80,000 on the building and $64,000 on the business personal property.

The Deductible is 2%.

Building:

Step (1): $80,000 X 2% = $1,600

Step (2): $60,000 – $1,600 = $58,400

Business Personal Property:

Step (1): $64,000 X 2% = $1,280

Step (2): $40,000 – $1,280 = $38,720

The most we will pay is $97,120 ($58,400 + $38,720). The portion of the total loss that is not covered due to the application of the Deductible is $2,880 ($1,600 + $1,280).

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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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CYBER INCIDENT LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS LIABILITY COVERAGE FORM

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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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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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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

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(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.

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 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.

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PER BUILDING DEDUCTIBLE – WIND OR HAIL CAUSES OF LOSS

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS PROPERTY COVERAGE FORM

The Wind Or Hail Deductible, as shown in the Declarations, applies to loss or damage to Covered Property caused directly or indirectly by Wind or Hail, regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage. If loss or damage from a covered weather condition other than Wind or Hail occurs, and that loss or damage would not have occurred but for Wind or Hail, such loss or damage shall be considered to be caused by Wind or Hail and therefore part of a Wind or Hail occurrence.

With respect to Covered Property at a location identified in the Declarations, no other deductible applies to Wind or Hail.

The Wind Or Hail Deductible applies whenever there is an occurrence of Wind or Hail.

A. **WIND OR HAIL DEDUCTIBLE CLAUSE**

If loss or damage to Covered Property should occur at more than one building in any one occurrence caused directly or indirectly by the wind or hail cause of loss, then the Per Building Wind or Hail Deductible amount shown in the Declarations will apply separately to each individual building.

We will not pay for loss or damage until the amount of loss or damage exceeds the Deductible. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limits of Insurance.

B. **EXAMPLE – APPLICATION OF DEDUCTIBLE**

Location 1 has two buildings with the following coverages:

Building 1: $60,000 (building) and $40,000 (business personal property in building).

Building 2: $75,000 (building) and $20,000 (business personal property in building).

The amounts of loss to the damaged property at Building 1 are $30,000 (building) and $5,000 (business personal property in building). The amounts of loss to the damaged property at Building 2 are $20,000 (building) and $10,000 (business personal property in building).

The Per Building Deductible – Wind or Hail Causes of Loss is $1,000

The most we will pay for damage to Building 1 is $34,000 ($30,000 + $5,000 - $1,000). The most we will pay for damage to Building 2 is $29,000 ($20,000 + $10,000 - $1,000).

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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

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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,

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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**,

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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.

CYBER SUITE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the follow:

PREMIER BUSINESSOWNERS PROPERTY COVERAGE FORM

Throughout this Coverage Endorsement (hereinafter referred to as "Cyber Coverage"), the words "you" and "your" refer to the Named Insured(s) shown in the Cyber Suite Supplemental Declarations of this Cyber Coverage and any other person(s) or organization(s) qualifying as a Named Insured under this Cyber Coverage. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotations have special meaning. Refer to **DEFINITIONS**.

The terms and conditions of the Cancellation Clause of the Common Policy Conditions and any amendment to such terms incorporated by endorsement are hereby incorporated herein and shall apply to coverage as is afforded by this Cyber Coverage, unless specifically stated otherwise in an endorsement(s) attached hereto.

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Under Section A. COVERAGES, 5. ADDITIONAL COVERAGES, the following Additional Coverage is added:

SECTION 1 – DATA COMPROMISE

This section lists the coverages that apply if indicated in the Cyber Suite Supplemental Declarations.

1. Data Compromise Response Expenses

a. Data Compromise Response Expenses applies only if all of the following conditions are met:

(1) There has been a "personal data compromise"; and

(2) Such "personal data compromise" took place in the "coverage territory"; and

(3) Such "personal data compromise" is first discovered by you during the "policy period"; and

(4) Such "personal data compromise" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you.

b. If the conditions listed in a. above have been met, then we will provide coverage for the following expenses when they arise directly from such "personal data compromise" and are necessary and reasonable. Items **(4)** and **(5)** below apply only if there has been a notification of the "personal data compromise" to "affected individuals" as covered under item **(3)** below.

(1) Forensic IT Review

We will pay for a professional information technologies review if needed to determine, within the constraints of what is possible and reasonable, the nature and extent of the "personal data compromise" and the number and identities of the "affected individuals".

This does not include costs to analyze, research or determine any of the following:

(a) Vulnerabilities in systems, procedures or physical security;

(b) Compliance with Payment Card Industry or other industry security standards; or

(c) The nature or extent of "loss" or damage to data that is not "personally identifying information" or "personally sensitive information".

If there is reasonable cause to suspect that a covered "personal data compromise" may have occurred, we will pay for costs covered under Forensic IT Review, even if it is eventually determined that there was no covered "personal data compromise". However, once it is determined that there was no covered "personal data compromise", we will not pay for any further costs.

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(2) Legal Review

We will pay for a professional legal counsel review of the "personal data compromise" and how you should best respond to it.

If there is reasonable cause to suspect that a covered "personal data compromise" may have occurred, we will pay for costs covered under Legal Review, even if it is eventually determined that there was no covered "personal data compromise". However, once it is determined that there was no covered "personal data compromise", we will not pay for any further costs.

(3) Notification to Affected Individuals

We will pay your necessary and reasonable costs to provide notification of the "personal data compromise" to "affected individuals".

(4) Services to Affected Individuals

We will pay your necessary and reasonable costs to provide the following services to "affected individuals". Services **(c)** and **(d)** below apply only to "affected individuals" from "personal data compromise" events involving "personally identifying information".

(a) Informational Materials

A packet of loss prevention and customer support information.

(b) Help Line

A toll-free telephone line for "affected individuals" with questions about the "personal data compromise". Where applicable, the line can also be used to request additional services as listed in **(c)** and **(d)** below.

(c) Credit Report and Monitoring

A credit report and an electronic service automatically monitoring for activities affecting an individual's credit records. This service is subject to the "affected individual" enrolling for this service with the designated service provider.

(d) Identity Restoration Case Management

As respects any "affected individual" who is or appears to be a victim of "identity theft" that may reasonably have arisen from the "personal data compromise", the services of an identity restoration professional who will assist that "affected individual" through the process of correcting credit and other records and, within the constraints of what is possible and reasonable, restoring control over his or her personal identity.

(5) Public Relations

We will pay for a professional public relations firm review of, and response to, the potential impact of the "personal data compromise" on your business relationships.

This includes necessary and reasonable costs to implement public relations recommendations of such firm. This may include advertising and special promotions designed to retain your relationship with "affected individuals". However, we will not pay for:

(a) Promotions provided to any of your directors or employees; or

(b) Promotion costs exceeding $25 per "affected individual".

(6) Regulatory Fines and Penalties

We will pay for any fine or penalty imposed by law, to the extent such fine or penalty is legally insurable under the law of the applicable jurisdiction.

(7) PCI Fines and Penalties

We will pay for any Payment Card Industry fine or penalty imposed under a contract to which you are a party. PCI Fines and Penalties do not include any increased transaction costs.

SECTION 2 -Computer Attack

a. Computer Attack applies only if all of the following conditions are met:

(1) There has been a "computer attack"; and

(2) Such "computer attack" occurred in the "coverage territory"; and

(3) Such "computer attack" is first

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discovered by you during the "policy period"; and

(4) Such "computer attack" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you.

b. If the conditions listed in **a.** above have been met, then we will provide you the following coverages for "loss" directly arising from such "computer attack".

(1) Data Restoration

We will pay your necessary and reasonable "data restoration costs".

(2) Data Re-creation

We will pay your necessary and reasonable "data re-creation costs".

(3) System Restoration

We will pay your necessary and reasonable "system restoration costs".

(4) Loss of Business

We will pay your actual "business income and extra expense loss" incurred during the "period of restoration".

(5) Extended Income Recovery

If you suffer a covered "business income and extra expense loss" resulting from a "computer attack" on a "computer system" owned or leased by you and operated under your control, we will pay your actual "extended income loss".

(6) Public Relations

If you suffer a covered "business income and extra expense loss", we will pay for the services of a professional public relations firm to assist you in communicating your response to the "computer attack" to the media, the public and your customers, clients or members.

Section 3 - Cyber Extortion

a. Cyber Extortion applies only if all of the following conditions are met:

(1) There has been a "cyber extortion threat"; and

(2) Such "cyber extortion threat" is first made against you during the "policy period"; and

(3) Such "cyber extortion threat" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first made against you.

b. If the conditions listed in **a.** above have been met, then we will pay for your necessary and reasonable "cyber extortion expenses" arising directly from such "cyber extortion threat". The payment of "cyber extortion expenses" must be approved in advance by us. We will not pay for "cyber extortion expenses" that have not been approved in advance by us. We will not unreasonably withhold our approval.

c. You must make every reasonable effort not to divulge the existence of this Cyber Extortion coverage.

Section 4 - Misdirected Payment Fraud

a. Misdirected Payment Fraud applies only if all of the following conditions are met:

(1) There has been a "wrongful transfer event" against you;

(2) Such "wrongful transfer event" took place in the "coverage territory";

(3) Such "wrongful transfer event" is first discovered by you during the "policy period";

(4) Such "wrongful transfer event" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you; and

(5) Such "wrongful transfer event" is reported in writing by you to the police.

b. If the conditions listed above in **a.** have been met, then we will pay your necessary and reasonable "wrongful transfer costs" arising directly from the "wrongful transfer event".

Section 5 - Computer Fraud

a. Computer Fraud applies only if all of the following conditions are met:

(1) There has been a "computer fraud event" against you; and

(2) Such "computer fraud event" took place in the "coverage territory"; and

(3) Such "computer fraud event" is first discovered by you during the "policy period"; and

(4) Such "computer fraud event" is reported to us within 60 days after the date it is first discovered by you; and

(5) Such "computer fraud event" is reported in writing by you to the police.

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b. If the conditions listed in **a.** above have been met, then we will pay your necessary and reasonable "computer fraud costs" arising directly from the "computer fraud event".

Section 6 - Data Compromise Liability

a. Data Compromise Liability applies only if all of the following conditions are met:

(1) During the "policy period" or any applicable Extended Reporting Period, you first receive notice of one of the following:

(a) A "claim"; or

(b) A "regulatory proceeding".

(2) Such "claim" or "regulatory proceeding" must arise from a "personal data compromise" that:

(a) Took place during the "coverage term";

(b) Took place in the "coverage territory"; and

(c) Was submitted to us and insured under Data Compromise Response Expenses.

(3) Such "claim" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you.

b. If the conditions listed in **a.** above have been met, then we will pay on your behalf any covered:

(1) "Loss" directly arising from the "claim"; or

(2) "Defense costs" directly arising from a "regulatory proceeding".

c. All "claims" and "regulatory proceedings" arising from a single "personal data compromise" or interrelated "personal data compromises" will be deemed to have been made at the time that notice of the first of those "claims" or "regulatory proceedings" is received by you.

Section 7 - Network Security Liability

a. Network Security Liability applies only if all of the following conditions are met:

(1) During the "policy period" or any applicable Extended Reporting Period, you first receive notice of a "claim" which arises from a "network security incident" that:

(a) Took place during the "coverage term"; and

(b) Took place in the "coverage territory"; and

(2) Such "claim" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you.

b. If the conditions listed in **a.** above have been met, then we will pay on your behalf any covered "loss" directly arising from the "claim".

c. All "claims" arising from a single "network security incident" or interrelated "network security incidents" will be deemed to have been made at the time that notice of the first of those "claims" is received by you.

Section 8 - Electronic Media Liability

a. Electronic Media Liability applies only if all of the following conditions are met:

(1) During the "policy period" or any applicable Extended Reporting Period, you first receive notice of a "claim" which arises from an "electronic media incident" that:

(a) Took place during the "coverage term"; and

(b) Took place in the "coverage territory"; and

(2) Such "claim" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you.

b. If the conditions listed in **a.** above have been met, then we will pay on your behalf any covered "loss" directly arising from the "claim".

c. All "claims" arising from a single "electronic media incident" or interrelated "electronic media incidents" will be deemed to have been made at the time that notice of the first of those "claims" is received by you.

Section 9 - Identity Recovery

a. Identity Recovery applies only if all of the following conditions are met:

(1) There has been an "identity theft" involving the personal identity of an "identity recovery insured" under this Cyber Coverage; and

(2) Such "identity theft" took place in the "coverage territory"; and

(3) Such "identity theft" is first discovered by the "identity recovery insured" during the "policy period"; and

(4) Such "identity theft" is reported to us within 60 days after it is first discovered by the "identity recovery insured".

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b. If the conditions listed in a. above have been met, then we will provide the following to the "identity recovery insured":

(1) Case Management Service

We will pay for the services of an "identity recovery case manager" as needed to respond to the "identity theft"; and

(2) Expense Reimbursement

We will pay for reimbursement of necessary and reasonable "identity recovery expenses" incurred as a direct result of the "identity theft".

EXCLUSIONS

The following additional exclusions apply to this coverage:

We will not pay for costs or "loss" arising from the following:

1. Nuclear reaction or radiation or radioactive contamination, however caused.

2. War

a. War and hostile action, including any of the following and any consequence of any of the following:

(1) Cyber warfare, whether or not occurring in combination with physical combat;

(2) Undeclared war;

(3) Civil war;

(4) Hostile action by military force or cyber measures, including action in hindering or defending against an actual or expected attack, by any Combatant; or

(5) Insurrection, rebellion, revolution, usurped power, political violence or action taken by governmental authority in hindering or defending against any of these, including cyber action in connection with any of the foregoing.

For purposes of this exclusion, cyber warfare, cyber measures and cyber action include, but are not limited to, the use of disruptive digital activities against a computer network or system with the intention to cause harm in order to further political or similar objectives, or to intimidate any person(s) in furtherance of such objectives, committed by a Combatant.

The attribution of an action to a Combatant will be determined by relying on reasonable evidence such as;

(a) Statements by an impacted government, sovereign or other authority;

(b) Statements by widely recognized international bodies (such as the United Nations) or alliances (such as the North Atlantic Treaty Organization); or

(c) Consensus opinion within relevant expert communities such as the cyber security industry.

Decisions about the presence or absence of "war", "hostile action", and other terms used in this exclusion will take into consideration the full range of available tactics, weapons and technologies at the time of the event giving rise to the "loss".

"Combatant" means, for purposes of this exclusion, a government, sovereign or other authority, or agents acting on their behalf.

3. Total or partial failure or interruption of, reduction in performance of, or damage to, any electrical power supply network or telecommunications network not owned and operated by you including, but not limited to, satellites, the internet service providers, Domain Name System (DNS) service providers, cable and wireless providers, internet exchange providers, search engine providers, internet protocol networks (and similar networks that may have different designations) and other providers of telecommunications or internet infrastructure.

4. Any attack on, incident involving, or loss to any computer or system of computers that is not a "computer system".

5. Costs to research or correct any deficiency.

6. Any fines or penalties other than those explicitly covered under Data Compromise Response Expenses.

7. Any criminal investigations or proceedings.

8. Your intentional or willful complicity in a covered "loss" event.

9. Your reckless disregard for the security of your "computer system" or data, including confidential or sensitive information of others in your care, custody or control.

10. Any criminal, fraudulent or dishonest act, error or omission, or any intentional or knowing violation of the law by you.

11. Any "personal data compromise", "computer attack", "cyber extortion threat", "wrongful transfer event", "computer fraud event" or "wrongful act" occurring before the "coverage term".

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12. That part of any "claim" seeking any non-monetary relief. However, this exclusion does not apply to "defense costs" arising from an otherwise insured "wrongful act".
13. The propagation or forwarding of malware, including viruses, worms, Trojans, spyware and keyloggers in connection with hardware or software created, produced or modified by you for sale, lease or license to third parties.
14. Any oral or written publication of material, if done by you or at your direction with knowledge of its falsity.
15. "Property damage" or "bodily injury" other than mental anguish or mental injury alleged in a "claim" covered under Electronic Media Liability.
16. The theft of a professional or business identity.
17. Any fraudulent, dishonest or criminal act by an "identity recovery insured" or any person aiding or abetting an "identity recovery insured", or by any "authorized representative" of an "identity recovery insured", whether acting alone or in collusion with others. However, this exclusion will not apply to the interests of an "identity recovery insured" who has no knowledge of or involvement in such fraud, dishonesty or criminal act.
18. An "identity theft" that is not reported in writing to the police.
19. Any provision of coverage under this Cyber Coverage to the extent that such provision would expose us or you to a violation of economic or trade sanctions, laws or regulations of the United States of America or any other jurisdiction with laws we are legally obligated to comply

LIMITS OF INSURANCE

1. Aggregate Limits

Except for post-judgment interest, the Annual Aggregate Limit for each coverage section shown in the Cyber Suite Supplemental Declarations is the most we will pay for all "loss" under that coverage section in any one "policy period" or any applicable Extended Reporting Period. The Annual Aggregate Limit shown in the Cyber Suite Supplemental Declarations applies regardless of the number of insured events first discovered or "claims" or "regulatory proceedings" first received during the "policy period" or any applicable Extended Reporting Period.

2. Coverage Sublimits

a. Data Compromise Sublimits

The most we will pay under Data Compromise Response Expenses for Forensic IT Review, Legal Review, Public Relations, Regulatory Fines and Penalties and PCI Fines and Penalties coverages for "loss" arising from any one "personal data compromise" is the applicable sublimit for each of those coverages shown in the Cyber Suite Supplemental Declarations.

These sublimits are part of, and not in addition to, the Data Compromise Response Expenses Annual Aggregate Limit shown in the Cyber Suite Supplemental Declarations. Public Relations coverage is also subject to a limit per "affected individual" as described in **A.1.b.(5)**.

b. Computer Attack Sublimits

The most we will pay under Computer Attack for Loss of Business and Extended Income Recovery coverages for "loss" arising from any one "computer attack" is the applicable Loss of Business sublimit shown in the Cyber Suite Supplemental Declarations. The most we will pay under Computer Attack for Public Relations coverage for "loss" arising from any one "computer attack" is the applicable Public Relations sublimit shown in the Cyber Suite Supplemental Declarations. These sublimits are part of, and not in addition to, the Computer Attack Annual Aggregate Limit shown in the Cyber Suite Supplemental Declarations.

c. Cyber Extortion Sublimit

The most we will pay under Cyber Extortion coverage for "loss" arising from one "cyber extortion threat" is the applicable sublimit shown in the Cyber Suite Supplemental Declarations. This sublimit is part of, and not in addition to, the Computer Attack Annual Aggregate Limit shown in the Cyber Suite Supplemental Declarations.

d. Misdirected Payment Fraud Sublimit

The most we will pay under Misdirected Payment Fraud coverage for "loss" arising from one "wrongful transfer event" is the applicable sublimit shown in the Cyber Suite Supplemental Declarations. This sublimit is part of, and not in addition to, the Computer Attack Annual Aggregate Limit shown in the Cyber Suite Supplemental Declarations.

e. Computer Fraud Sublimit

The most we will pay under Computer Fraud coverage for "loss" arising from

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one "computer fraud event" is the applicable sublimit shown in the Cyber Suite Supplemental Declarations. This sublimit is part of, and not in addition to, the Computer Attack Annual Aggregate Limit shown in the Cyber Suite Supplemental Declarations.

f. Identity Recovery Sublimits

The following provisions are applicable only to the Identity Recovery Coverage.

(1) Case Management Service is available as needed for any one "identity theft" for up to 12 consecutive months from the inception of the service. Expenses we incur to provide Case Management Services do not reduce the annual aggregate limit for Identity Recovery.

(2) Costs covered under item d. (Legal Costs) of the definition of "identity recovery expenses" are part of, and not in addition to, the annual aggregate limit for Identity Recovery.

(3) Costs covered under item e. (Lost Wages) and item f. (Child and Elder Care Expenses) of the definition of "identity recovery expenses" are jointly subject to the Lost Wages and Child and Elder Care sublimit shown in the Cyber Suite Supplemental Declarations. This sublimit is part of, and not in addition to, the annual aggregate limit for Identity Recovery. Coverage is limited to wages lost and expenses incurred within 12 months after the first discovery of the "identity theft" by the "identity recovery insured".

(4) Costs covered under item g. (Mental Health Counseling) of the definition of "identity recovery expenses" is subject to the Mental Health Counseling sublimit shown in the Cyber Suite Supplemental Declarations. This sublimit is part of, and not in addition to, the annual aggregate limit for Identity Recovery. Coverage is limited to counseling that takes place within 12 months after the first discovery of the "identity theft" by the "identity recovery insured".

(5) Costs covered under item h. (Miscellaneous Unnamed Costs) of the definition of "identity recovery expenses" is subject to the Miscellaneous Unnamed Costs sublimit shown in the Cyber Suite Supplemental Declarations. This sublimit is part of, and not in addition to, the annual aggregate limit for Identity Recovery. Coverage is limited to costs incurred within 12 months after the first discovery of the "identity theft" by the "identity recovery insured".

3. Application of Limits

a. A "computer attack", "cyber extortion threat", "personal data compromise", "wrongful transfer event", "computer fraud event" or "identity theft" may be first discovered by you in one "policy period" but it may cause insured "loss" in one or more subsequent "policy periods". If so, all insured "loss" arising from such "computer attack", "cyber extortion threat", "personal data compromise", "wrongful transfer event", "computer fraud event" or "identity theft" will be subject to the limit of insurance applicable to the "policy period" when the "computer attack", "cyber extortion threat", "personal data compromise", "wrongful transfer event", "computer fraud event" or "identity theft" was first discovered by you.

b. You may first receive notice of a "claim" or "regulatory proceeding" in one "policy period" but it may cause insured "loss" in one or more subsequent "policy periods". If so, all insured "loss" arising from such "claim" or "regulatory proceeding" will be subject to the limit of insurance applicable to the "policy period" when notice of the "claim" or "regulatory proceeding" was first received by you.

c. The limit of insurance for the Extended Reporting Periods (if applicable) will be part of, and not in addition to, the limit of insurance for the immediately preceding "policy period".

d. Coverage for Services to Affected Individuals under Data Compromise Response Expenses is limited to costs to provide such services for a period of up to one year from the date of the notification to the "affected individuals". Notwithstanding, coverage for Identity Restoration Case Management services initiated within such one year period may continue for a period of up to one year from the date such Identity Restoration Case Management services are initiated.

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DEDUCTIBLES

1. We will not pay for "loss" until the amount of the insured "loss" exceeds the deductible amount shown in the Cyber Suite Supplemental Declarations. We will then pay the amount of "loss" in excess of the applicable deductible amount, subject to the applicable limits shown in the Cyber Suite Supplemental Declarations. You will be responsible for the applicable deductible amount.
2. The deductible will apply to all:
   a. "Loss" arising from the same insured event or interrelated insured events under Data Compromise Response Expenses, Computer Attack, Cyber Extortion, Misdirected Payment Fraud, or Computer Fraud.
   b. "Loss" resulting from the same "wrongful act" or interrelated "wrongful acts" insured under Data Compromise Liability, Network Security Liability or Electronic Media Liability.
3. In the event that "loss" is insured under more than one coverage section, only the single highest deductible applies.
4. Insurance coverage under Identity Recovery is not subject to a deductible.

ADDITIONAL CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

1. **Bankruptcy**

   The bankruptcy or insolvency of you or your estate, will not relieve you or us of any obligation under this Cyber Coverage.

2. **Defense And Settlement**
   a. We shall have the right and the duty to assume the defense of any applicable "claim" or "regulatory proceeding" against you. You shall give us such information and cooperation as we may reasonably require.
   b. You shall not admit liability for or settle any "claim" or "regulatory proceeding" or incur any defense costs without our prior written consent.
   c. At the time a "claim" or "regulatory proceeding" is first reported to us, you may request that we appoint a defense attorney of your choice. We will give full consideration to any such request.
   d. If you refuse to consent to any settlement recommended by us and acceptable to the claimant, we may then withdraw from your defense by tendering control of the defense to you. From that point forward, you shall, at your own expense, negotiate or defend such "claim" or "regulatory proceeding" independently of us. Our liability shall not exceed the amount for which the "claim" or suit could have been settled if such recommendation was consented to, plus "defense costs" incurred by us, and "defense costs" incurred by you with our written consent, prior to the date of such refusal.
   e. We will not be obligated to pay any "loss" or "defense costs", or to defend or continue to defend any "claim" or "regulatory proceeding" after the applicable limit of insurance has been exhausted.
   f. We will pay all interest on that amount of any judgment within the applicable limit of insurance which accrues:
      (1) After entry of judgment; and
      (2) Before we pay, offer to pay or deposit in court that part of the judgment within the applicable limit of insurance or, in any case, before we pay or offer to pay the entire applicable limit of insurance.

      These interest payments will be in addition to and not part of the applicable limit of insurance.

3. **Due Diligence**

   You agree to use due diligence to prevent and mitigate "loss" insured under this Cyber Coverage. This includes, but is not limited to, complying with, and requiring your vendors to comply with, reasonable and industry-accepted protocols for:
   a. Providing and maintaining appropriate physical security for your premises, "computer systems" and hard copy files;
   b. Providing and maintaining appropriate computer and Internet security;
   c. Maintaining and updating at appropriate intervals backups of computer data;
   d. Protecting transactions, such as processing credit card, debit card and check payments; and
   e. Appropriate disposal of files containing "personally identifying information", "personally sensitive information" or "third party corporate data", including shredding hard copy files and destroying physical media used to store electronic data.

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4. Duties in the Event of a Claim, Regulatory Proceeding or Loss

a. If, during the "policy period", incidents or events occur which you reasonably believe may give rise to a "claim" or "regulatory proceeding" for which coverage may be provided hereunder, such belief being based upon either written notice from the potential claimant or the potential claimant's representative; or notice of a complaint filed with a federal, state or local agency; or upon an oral "claim", allegation or threat, you shall give written notice to us as soon as practicable and either:

(1) Anytime during the "policy period"; or

(2) Anytime during the extended reporting periods (if applicable).

b. If a "claim" or "regulatory proceeding" is brought against you, you must:

(1) Immediately record the specifics of the "claim" or "regulatory proceeding" and the date received;

(2) Provide us with written notice, as soon as practicable, but in no event more than 60 days after the date the "claim" or "regulatory proceeding" is first received by you;

(3) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "regulatory proceeding";

(4) Authorize us to obtain records and other information;

(5) Cooperate with us in the investigation, settlement or defense of the "claim" or "regulatory proceeding";

(6) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of "loss" or "defense costs" to which this insurance may also apply; and

(7) Not take any action, or fail to take any required action, that prejudices your rights or our rights with respect to such "claim" or "regulatory proceeding".

c. In the event of a "personal data compromise", "computer attack", "cyber extortion threat", "wrongful transfer event", "computer fraud event" or "identity theft", insured under this Cyber Coverage, you and any involved "identity recovery insured" must see that the following are done:

(1) Notify the police if a law may have been broken.

(2) Notify us as soon as practicable, but in no event more than 60 days after the "personal data compromise", "computer attack", "cyber extortion threat", "wrongful transfer event", "computer fraud event" or "identity theft". Include a description of any property involved.

(3) As soon as possible, give us a description of how, when and where the "personal data compromise", "computer attack", "cyber extortion threat", "wrongful transfer event", "computer fraud event" or "identity theft" occurred.

(4) As often as may be reasonably required, permit us to:

(a) Inspect the property proving the "personal data compromise", "computer attack", "cyber extortion threat", "wrongful transfer event", "computer fraud event" or "identity theft";

(b) Examine your books, records, electronic media and records and hardware;

(c) Take samples of damaged and undamaged property for inspection, testing and analysis; and

(d) Make copies from your books, records, electronic media and records and hardware.

(5) Send us signed, sworn proof of "loss" containing the information we request to investigate the "personal data compromise", "computer attack", "cyber extortion threat", "wrongful transfer event", "computer fraud event" or "identity theft". You must do this within 60 days after our request. We will supply you with the necessary forms.

(6) Cooperate with us in the investigation or settlement of the "personal data compromise", "computer attack", "cyber extortion threat", "wrongful transfer event", "computer fraud event" or "identity theft".

(7) If you intend to continue your business, you must resume all or part of your operations as quickly as possible.

(8) Make no statement that will assume any obligation or admit any liability.

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for any "loss" for which we may be liable, without our prior written consent.

(9) Promptly send us any legal papers or notices received concerning the "loss".

d. We may examine you under oath at such times as may be reasonably required, about any matter relating to this insurance or the "claim", "regulatory proceeding" or "loss", including your books and records. In the event of an examination, your answers must be signed.

e. You may not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our prior written consent.

Extended Reporting Periods

a. You will have the right to the Extended Reporting Periods described in this section, in the event of a "termination of coverage".

b. If a "termination of coverage" has occurred, you will have the right to the following:

(1) At no additional premium, an Automatic Extended Reporting Period of 30 days immediately following the effective date of the "termination of coverage" during which you may first receive notice of a "claim" or "regulatory proceeding" arising directly from a "wrongful act" occurring before the end of the "policy period" and which is otherwise insured by this Cyber Coverage; and

(2) Upon payment of the additional premium of 100% of the full annual premium associated with the relevant coverage, a Supplemental Extended Reporting Period of one year immediately following the effective date of the "termination of coverage" during which you may first receive notice of a "claim" or "regulatory proceeding" arising directly from a "wrongful act" occurring before the end of the "policy period" and which is otherwise insured by this Cyber Coverage.

To obtain the Supplemental Extended Reporting Period, you must request it in writing and pay the additional premium due, within 30 days after the effective date of "termination of coverage". The additional premium for the Supplemental Extended Reporting Period will be fully earned at the inception of the Supplemental Extended Reporting Period. If we do not receive the written request as required, you may not exercise this right at a later date.

This insurance, provided during the Supplemental Extended Reporting Period, is excess over any other valid and collectible insurance that begins or continues in effect after the Supplemental Extended Reporting Period becomes effective, whether the other insurance applies on a primary, excess, contingent, or any other basis.

Identity Recovery Help Line

For assistance, if Identity Recovery applies, the "identity recovery insured" should call the **Identity Recovery Help Line** at **1-877-800-5028**.

The **Identity Recovery Help Line** can provide the "identity recovery insured" with:

a. Information and advice for how to respond to a possible "identity theft"; and

b. Instructions for how to submit a service request for Case Management Service and/or a claim form for Expense Reimbursement Coverage.

In some cases, we may provide Case Management services at our expense to an "identity recovery insured" prior to a determination that a covered "identity theft" has occurred. Our provision of such services is not an admission of liability under the Cyber Coverage. We reserve the right to deny further coverage or service if, after investigation, we determine that a covered "identity theft" has not occurred.

As respects Expense Reimbursement Coverage, the "identity recovery insured" must send to us, within 60 days after our request, receipts, bills or other records that support his or her "claim" for "identity recovery expenses".

Legal Action Against Us

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

a. There has been full compliance with all of the terms of this insurance; and

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b. The action is brought within two 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".

Legal Advice

We are not your legal advisor. Our determination of what is or is not insured under this Cyber Coverage does not represent advice or counsel from us about what you should or should not do.

Other Insurance

If there is other insurance that applies to the same "loss", this Cyber Coverage shall apply only as excess insurance after all other applicable insurance has been exhausted.

Pre-Notification Consultation

You agree to consult with us prior to the issuance of notification to "affected individuals". We assume no responsibility under Data Compromise Response Expenses for any services promised to "affected individuals" without our prior agreement. If possible, this pre-notification consultation will also include the designated service provider(s) as agreed to under the Service Providers condition below. You must provide the following at our pre-notification consultation with you:

a. The exact list of "affected individuals" to be notified, including contact information.

b. Information about the "personal data compromise" that may appropriately be communicated with "affected individuals".

c. The scope of services that you desire for the "affected individuals". For example, coverage may be structured to provide fewer services in order to make those services available to more "affected individuals" without exceeding the available Data Compromise Response Expenses limit of insurance.

Service Providers

a. We will only pay under this Cyber Coverage for services that are provided by service providers approved by us. You must obtain our prior approval for any service provider whose expenses you want covered under this Cyber Coverage. We will not unreasonably withhold such approval.

b. Prior to the Pre-Notification Consultation described in the Pre-Notification Consultation Condition above, you must come to agreement with us regarding the service provider(s) to be used for the Notification to Affected Individuals and Services to Affected Individuals. We will suggest a service provider. If you prefer to use an alternate service provider, our coverage is subject to the following limitations:

(1) Such alternate service provider must be approved by us;

(2) Such alternate service provider must provide services that are reasonably equivalent or superior in both kind and quality to the services that would have been provided by the service provider we had suggested; and

(3) Our payment for services provided by any alternate service provider will not exceed the amount that we would have paid using the service provider we had suggested.

Services

The following conditions apply as respects any services provided to you or any "affected individual" or "identity recovery insured" by us, our designees or any service firm paid for in whole or in part under this Cyber Coverage:

a. The effectiveness of such services depends on the cooperation and assistance of you, "affected individuals" and "identity recovery insureds".

b. All services may not be available or applicable to all individuals. For example, "affected individuals" and "identity recovery insureds" who are minors or foreign nationals may not have credit records that can be provided or monitored. Service in Canada will be different from service in the United States and Puerto Rico in accordance with local conditions.

c. We do not warrant or guarantee that the services will end or eliminate all problems associated with the covered events.

d. Except for the services of an "identity recovery case manager" under Identity Recovery, which we will provide directly, you will have a direct relationship with the professional service firms paid for in whole or in part under this Cyber Coverage. Those firms work for you.

Valuation

We will determine the value of "money" as follows:

Our payment for loss of "money" or loss payable in "money" will be, at your option, in the "money" of the country in which the "wrongful transfer event" or "computer fraud event" took place or in the United States of

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America dollar equivalent thereof determined at the rate of exchange published by the Wall Street Journal at the time of payment of such loss.

DEFINITIONS

1. **"Affected Individual"** means any person whose "personally identifying information" or "personally sensitive information" is lost, stolen, accidentally released or accidentally published by a "personal data compromise" covered under this Cyber Coverage. This definition is subject to the following provisions:
   a. "Affected individual" does not include any business or organization. Only an individual person may be an "affected individual".
   b. An "affected individual" may reside anywhere in the world.
2. **"Authorized Representative"** means a person or entity authorized by law or contract to act on behalf of an "identity recovery insured".
3. **"Authorized Third Party User"** means a party who is not an employee or a director of you who is authorized by contract or other agreement to access the "computer system" for the receipt or delivery of services.
4. **"Bodily Injury"** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
5. **"Business Income and Extra Expense Loss"** means loss of Business Income and Extra Expense.
   a. As used in this definition, Business Income means the sum of:
      (1) Net income (net profit or loss before income taxes) that would have been earned or incurred; and
      (2) Continuing normal and necessary operating expenses incurred, including employee and director payroll.
   b. As used in this definition, Extra Expense means the additional cost you incur to operate your business over and above the cost that you normally would have incurred to operate your business during the same period had no "computer attack" occurred.
6. **"Claim"**
   a. "Claim" means:
      (1) A written demand for monetary damages or non-monetary relief, including injunctive relief;
      (2) A civil proceeding commenced by the filing of a complaint;
      (3) An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent;
      (4) Any other alternative dispute resolution proceeding in which such damages are claimed and to which you must submit or to which we agree you should submit to;

      arising from a "wrongful act" or a series of interrelated "wrongful acts" including any resulting appeal.
   b. "Claim" does not mean or include:
      (1) Any demand or action brought by or on behalf of someone who is:
         (a) Your director;
         (b) Your owner or part-owner; or
         (c) A holder of your securities;

         in their capacity as such, whether directly, derivatively, or by class action. "Claim" will include proceedings brought by such individuals in their capacity as "affected individuals", but only to the extent that the damages claimed are the same as would apply to any other "affected individual"; or
      (2) A "regulatory proceeding".
   c. Includes a demand or proceeding arising from a "wrongful act" that is a "personal data compromise" only when the "personal data compromise" giving rise to the proceeding was covered under Data Compromise Response Expenses section of this Cyber Coverage, and you submitted a "claim" to us and provided notifications and services to "affected individuals" in consultation with us pursuant to Data Compromise Response Expenses in connection with such "personal data compromise".
7. **"Computer Attack"**
   a. "Computer attack" means one of the following involving the "computer system":
      (1) An "unauthorized access incident";
      (2) A "malware attack"; or
      (3) A "denial of service attack" against a "computer system".
   b. A "computer attack" ends at the earlier of:
      (1) The time that the active attacking behavior ceases, the time that you have regained control over the "computer system" or the time that all

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unauthorized creation, destruction or movement of data associated with the "computer attack" has ceased, whichever happens latest; or

(2) 30 days after your discovery of the "computer attack".

8. **"Computer System"** means a computer or other electronic hardware that:

   a. Is owned or leased by you and operated under your control; or

   b. Is operated by a third party service provider used for the purpose of providing hosted computer application services to you or for processing, maintaining, hosting or storing your electronic data, pursuant to a written contract with you for such services. However, such computer or other electronic hardware operated by such third party shall only be considered to be a "computer system" with respect to the specific services provided by such third party to you under such contract.

9. **"Computer Fraud Costs"** means

   a. The amount of "money" fraudulently obtained from you. "Computer fraud costs" include the direct financial loss only.

   b. "Computer fraud costs" do not include any of the following:

   (1) Other expenses that arise from the "computer fraud event";

   (2) Indirect loss, such as "bodily injury", lost time, lost wages, "identity recovery expenses" or damaged reputation;

   (3) Any interest, time value or potential investment gain on the amount of financial loss; or

   (4) Any portion of such amount that has been or can reasonably be expected to be reimbursed by a third party, such as a financial institution.

10. **"Computer Fraud Event"** means:

   a. An "unauthorized access incident" that leads to the intentional, unauthorized and fraudulent entry of or change to data or instructions within a "computer system" owned or leased by you and operated under your control. Such fraudulent entry or change must be conducted by a person who is not an "employee", "executive" or "independent contractor". Such fraudulent entry or change must cause "money" to be sent or diverted. The fraudulent entry or change must result in direct financial loss to you.

   b. "Computer fraud event" does not mean or include any occurrence:

   (1) In which you are threatened or coerced to send money or divert a payment; or

   (2) Arising from a dispute or a disagreement over the completeness, authenticity or value of a product, a service or a financial instrument.

11. **"Coverage Term"** means the increment of time:

   a. Commencing on the earlier of the first inception date of this Cyber Coverage or the first inception date of any coverage substantially similar to that described in this Cyber Coverage and held immediately prior to this Cyber coverage; and

   b. Ending upon the "termination of coverage".

12. **"Coverage Territory"** means:

   a. With respect to Data Compromise Response Expenses, Computer Attack, Cyber Extortion, Misdirected Payment Fraud, Computer Fraud and Identity Recovery, "coverage territory" means anywhere in the world.

   b. With respect to Data Compromise Liability, Network Security Liability and Electronic Media Liability, "coverage territory" means anywhere in the world, however "claims" must be brought within the United States (including its territories and possessions) or Puerto Rico.

13. **"Cyber Extortion Expenses"** means:

   a. The cost of a negotiator or investigator retained by you in connection with a "cyber extortion threat"; and

   b. Any amount paid by you in response to a "cyber extortion threat" to the party that made the "cyber extortion threat" for the purposes of eliminating the "cyber extortion threat" when such expenses are necessary and reasonable and arise directly from a "cyber extortion threat". The payment of "cyber extortion expenses" must be approved in advance by us. We will not pay for "cyber extortion expenses" that have not been approved in advance by us. We will not unreasonably withhold our approval.

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14. **"Cyber Extortion Threat"** means:
    a. "Cyber extortion threat" means a demand for money from you based on a credible threat, or series of related credible threats, to:
       (1) Launch a "denial of service attack" against the "computer system" for the purpose of denying "authorized third party users" access to your services provided through the "computer system" via the Internet;
       (2) Gain access to a "computer system" and use that access to steal, release or publish "personally identifying information", "personally sensitive information" or "third party corporate data";
       (3) Alter, damage or destroy electronic data or software while such electronic data or software is stored within a "computer system";
       (4) Launch a "computer attack" against a "computer system" in order to alter, damage or destroy electronic data or software while such electronic data or software is stored within a "computer system"; or
       (5) Cause you to transfer, pay or deliver any funds or property using a "computer system" without your authorization.
    b. "Cyber extortion threat" does not mean or include any threat made in connection with a legitimate commercial dispute.
15. **"Data Re-creation Costs"**
    a. "Data re-creation costs" means the costs of an outside professional firm hired by you to research, re- create and replace data that has been lost or corrupted and for which there is no electronic source available or where the electronic source does not have the same or similar functionality to the data that has been lost or corrupted.
    b. "Data re-creation costs" does not mean or include costs to research, re-create or replace:
       (1) Software programs or operating systems that are not commercially available; or
       (2) Data that is obsolete, unnecessary or useless to you.
16. **"Data Restoration Costs"**
    a. "Data restoration costs" means the costs of an outside professional firm hired by you to replace electronic data that has been lost or corrupted. In order to be considered "data restoration costs", such replacement must be from one or more electronic sources with the same or similar functionality to the data that has been lost or corrupted.
    b. "Data restoration costs" does not mean or include costs to research, re-create or replace:
       (1) Software programs or operating systems that are not commercially available; or
       (2) Data that is obsolete, unnecessary or useless to you.
17. **"Defense Costs"**
    a. "Defense costs" means reasonable and necessary expenses consented to by us resulting solely from the investigation, defense and appeal of any "claim" or "regulatory proceeding" against you. Such expenses may include premiums for any appeal bond, attachment bond or similar bond. However, we have no obligation to apply for or furnish such bond.
    b. "Defense costs" does not mean or include the salaries or wages of your employees or directors, or your loss of earnings.
18. **"Denial of Service Attack"** means an intentional attack against a target computer or network of computers designed to overwhelm the capacity of the target computer or network in order to deny or impede authorized users from gaining access to the target computer or network through the Internet.
19. **"Electronic Media Incident"** means an allegation that the display of information in electronic form by you on a website resulted in:
    a. Infringement of another's copyright, title, slogan, trademark, trade name, trade dress, service mark or service name;
    b. Defamation against a person or organization that is unintended; or
    c. A violation of a person's right of privacy, including false light and public disclosure of private facts.
20. **"Employee"** means any natural person, other than an "executive", who was, now is or will be:
    a. Employed on a full-time or part-time basis by you;
    b. Furnished temporarily to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions;

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c. Leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in paragraph **b.**; or

d. Your volunteer worker, which includes unpaid interns.

21. **"Executive"** means any natural person who was, now is or will be:

a. The owner of your sole proprietorship; or

b. A duly elected or appointed:

(1) Director;

(2) Officer;

(3) Managing Partner;

(4) General Partner;

(5) Member (if a limited liability company);

(6) Manager (if a limited liability company); or

(7) Trustee;

of your business.

22. **"Extended Income Loss"** means your actual "business income and extra expense loss" incurred during the "extended recovery period".

23. **"Extended Recovery Period"** means a fixed period of 180 days immediately following the end of the "period of restoration".

24. **"Identity Recovery Case Manager"** means one or more individuals assigned by us to assist an "identity recovery insured" with communications we deem necessary for re-establishing the integrity of the personal identity of the "identity recovery insured". This includes, with the permission and cooperation of the "identity recovery insured", written and telephone communications with law enforcement authorities, governmental agencies, credit agencies and individual creditors and businesses.

25. **"Identity Recovery Expenses"** means the following when they are reasonable and necessary expenses that are incurred as a direct result of an "identity theft" suffered by an "identity recovery insured":

a. **Re-Filing Costs**

Costs for re-filing applications for loans, grants or other credit instruments that are rejected solely as a result of an "identity theft".

b. **Notarization, Telephone and Postage Costs**

Costs for notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of the "identity recovery insured's" efforts to report an "identity theft" or amend or rectify records as to the "identity recovery insured's" true name or identity as a result of an "identity theft".

c. **Credit Reports**

Costs for credit reports from established credit bureaus.

d. **Legal Costs**

Fees and expenses for an attorney approved by us for the following:

(1) The defense of any civil suit brought against an "identity recovery insured".

(2) The removal of any civil judgment wrongfully entered against an "identity recovery insured".

(3) Legal assistance for an "identity recovery insured" at an audit or hearing by a governmental agency.

(4) Legal assistance in challenging the accuracy of the "identity recovery insured's" consumer credit report.

(5) The defense of any criminal charges brought against an "identity recovery insured" arising from the actions of a third party using the personal identity of the "identity recovery insured".

e. **Lost Wages**

Actual lost wages of the "identity recovery insured" for time reasonably and necessarily taken away from work and away from the work premises. Time away from work includes partial or whole work days. Actual lost wages may include payment for vacation days, discretionary days, floating holidays and paid personal days. Actual lost wages does not include sick days or any loss arising from time taken away from self-employment. Necessary time off does not include time off to do tasks that could reasonably have been done during non-working hours.

f. **Child and Elder Care Expenses**

Actual costs for supervision of children or elderly or infirm relatives or dependents of the "identity recovery insured" during time reasonably and necessarily taken away from such supervision. Such care must be provided by a professional care provider who is not a relative of the "identity recovery insured".

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g. Mental Health Counseling

Actual costs for counseling from a licensed mental health professional. Such care must be provided by a professional care provider who is not a relative of the "identity recovery insured".

h. Miscellaneous Unnamed Costs

Any other reasonable costs necessarily incurred by an "identity recovery insured" as a direct result of the "identity theft".

(1) Such costs include:

(a) Costs by the "identity recovery insured" to recover control over his or her personal identity.

(b) Deductibles or service fees from financial institutions.

(2) Such costs do not include:

(a) Costs to avoid, prevent or detect "identity theft" or other loss.

(b) Money lost or stolen.

(c) Costs that are restricted or excluded elsewhere in this Cyber Coverage or policy.

26. "Identity Recovery Insured" means the following:

a. When the entity insured under this Cyber Coverage is a sole proprietorship, the "identity recovery insured" is the individual person who is the sole proprietor of the insured identity.

b. When the entity insured under this Cyber Coverage is a partnership, the "identity recovery insureds" are the current partners.

c. When the entity insured under this Cyber Coverage is a corporation or other form of organization, other than those described in a. or b. above, the "identity recovery insureds" are all individuals having an ownership position of 20% or more of the insured entity. However, if, and only if, there is no one who has such an ownership position, then the "identity recovery insured" will be:

(1) The chief executive of the insured entity; or

(2) As respects a religious institution, the senior ministerial employee.

An "identity recovery insured" must always be an individual person. If the entity insured under this Cyber Coverage is a legal entity, that legal entity is not an "identity recovery insured".

27. "Identity Theft"

a. "Identity theft" means the fraudulent use of "personally identifying information". This includes fraudulently using such information to establish credit accounts, secure loans, enter into contracts or commit crimes.

b. "Identity theft" does not mean or include the fraudulent use of a business name, d/b/a or any other method of identifying a business activity.

28. "Independent Contractor" means a natural person that provides goods or services to you under terms specified in a written contract, but only while acting on behalf of, at the direction of, and under the supervision of you.

29. "Loss"

a. With respect to Data Compromise Response Expenses, "loss" means those expenses enumerated in Data Compromise Response Expenses, paragraph **b**.

b. With respect to Computer Attack, "loss" means those expenses enumerated in Computer Attack, paragraph **b**.

c. With respect to Cyber Extortion, "loss" means "cyber extortion expenses".

d. With respect to Misdirected Payment Fraud, "loss" means "wrongful transfer costs".

e. With respect to Computer Fraud, "loss" means "computer fraud costs".

f. With respect to Data Compromise Liability, Network Security Liability and Electronic Media Liability, "loss" means "defense costs" and "settlement costs".

g. With respect to Identity Recovery, "loss" means those expenses enumerated in Identity Recovery, paragraph **b**.

30. "Malware Attack"

a. "Malware attack" means an attack that damages a "computer system" or data contained therein arising from malicious code, including viruses, worms, Trojans, spyware and keyloggers.

b. "Malware attack" does not mean or include damage from shortcomings or mistakes in legitimate electronic code or damage from code installed on your "computer system" during the manufacturing process or normal maintenance.

31. "Money" means:

a. "Money" means a medium of exchange in current use and authorized or adopted by a domestic or foreign government, including currency, coins, banknotes, bullion, travelers' checks, registered checks and money orders held for sale to the public.

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b. "Money" does not mean or include any cryptocurrency, whether or not authorized or adopted by a domestic or foreign government. Cryptocurrency includes, but is not limited to, Bitcoin, Ethereum and other forms of digital, virtual or electronic currency.

32. **"Network Security Incident"** means a negligent security failure or weakness with respect to a "computer system" which allowed one or more of the following to happen:

    a. The unintended propagation or forwarding of malware, including viruses, worms, Trojans, spyware and keyloggers. Malware does not include shortcomings or mistakes in legitimate electronic code;

    b. The unintended abetting of a "denial of service attack" against one or more other systems; or

    c. The unintended loss, release or disclosure of "third party corporate data".

33. **"Period of Restoration"** means the period of time that begins 8 hours after the time that a "computer attack" is discovered by you and continues until the earliest of:

    a. The date that all data restoration, data re-creation and system restoration directly related to the "computer attack" has been completed;

    b. The date on which such data restoration, data re-creation and system restoration could have been completed with the exercise of due diligence and dispatch; or

    c. If no data restoration, data re-creation or system restoration is required, the end of the "computer attack".

34. **"Personal Data Compromise"** means the loss, theft, accidental release or accidental publication of "personally identifying information" or "personally sensitive information" as respects one or more "affected individuals". If the loss, theft, accidental release or accidental publication involves "personally identifying information", such loss, theft, accidental release or accidental publication must result in or have the reasonable possibility of resulting in the fraudulent use of such information. This definition is subject to the following provisions:

    a. At the time of the loss, theft, accidental release or accidental publication, the "personally identifying information" or "personally sensitive information" need not be at the insured premises but must be in the direct care, custody or control of:

        (1) You; or

        (2) A professional entity with which you have a direct relationship and to which you (or an "affected individual" at your direction) have turned over (directly or via a professional transmission or transportation provider) such information for storage, processing, transmission or transportation of such information.

    b. "Personal data compromise" includes disposal or abandonment of "personally identifying information" or "personally sensitive information" without appropriate safeguards such as shredding or destruction, provided that the failure to use appropriate safeguards was accidental and not reckless or deliberate.

    c. "Personal data compromise" includes situations where there is a reasonable cause to suspect that such "personally identifying information" or "personally sensitive information" has been lost, stolen, accidentally released or accidentally published, even if there is no firm proof.

    d. All incidents of "personal data compromise" that are discovered at the same time or arise from the same cause will be considered one "personal data compromise".

35. **"Personally Identifying Information"**

    a. "Personally identifying information" means information, including health information, that could be used to commit fraud or other illegal activity involving the credit, access to health care or identity of an "affected individual" or "identity recovery insured". This includes, but is not limited to, Social Security numbers or account numbers.

    b. "Personally identifying information" does not mean or include information that is otherwise available to the public, such as names and addresses.

36. **"Personally Sensitive Information"**

    a. "Personally sensitive information" means private information specific to an individual the release of which requires notification of "affected individuals" under any applicable law.

    b. "Personally sensitive information" does not mean or include "personally identifying information".

37. **"Policy Period"** means the period commencing on the effective date shown in the Cyber Suite Supplemental Declarations. The "policy period" ends on the expiration date or the cancellation date of this Cyber Coverage, whichever comes first.

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38. **"Property Damage"** means

    a. Physical injury to or destruction of tangible property including all resulting loss of use; or

    b. Loss of use of tangible property that is not physically injured.

39. **"Regulatory Proceeding"** means an investigation, demand or proceeding alleging a violation of law or regulation arising from a "personal data compromise" brought by, or on behalf of, the Federal Trade Commission, Federal Communications Commission or other administrative or regulatory agency, or any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity.

40. **"Settlement Costs"**

    a. "Settlement costs" means the following, when they arise from a "claim":

        (1) Damages, judgments or settlements; and

        (2) Attorney's fees and other litigation costs added to that part of any judgment paid by us, when such fees and costs are awarded by law or court order; and

        (3) Pre-judgment interest on that part of any judgment paid by us.

    b. "Settlement costs" does not mean or include:

        (1) Civil or criminal fines or penalties imposed by law, except for civil fines and penalties expressly covered under Data Compromise Response Expenses;

        (2) Punitive and exemplary damages;

        (3) The multiple portion of any multiplied damages;

        (4) Taxes; or

        (5) Matters which may be deemed uninsurable under the applicable law.

    c. With respect to fines and penalties, the law of the jurisdiction most favorable to the insurability of those fines, or penalties will control for the purpose of resolving any dispute between us and you regarding whether the fines, or penalties specified in this definition above are insurable under this Cyber Coverage, provided that such jurisdiction:

        (1) Is where those fines, or penalties were awarded or imposed;

        (2) Is where any "wrongful act" took place for which such fines, or penalties were awarded or imposed;

        (3) Is where you are incorporated or you have your principal place of business; or

        (4) Is where we are incorporated or have our principal place of business.

41. **"System Restoration Costs"**

    a. "System restoration costs" means the costs of an outside professional firm hired by you to do any of the following in order to restore your "computer system" to its pre-"computer attack" level of functionality:

        (1) Replace or reinstall computer software programs;

        (2) Remove any malicious code; and

        (3) Configure or correct the configuration of your "computer system".

    b. "System restoration costs" does not mean or include:

        (1) Costs to increase the speed, capacity or utility of a "computer system" beyond what existed immediately prior to the "computer attack";

        (2) Labor costs of your employees or directors;

        (3) Any costs in excess of the actual cash value of your "computer system"; or

        (4) Costs to repair or replace hardware.

42. **"Termination of Coverage"** means:

    a. You or we cancel this coverage;

    b. You or we refuse to renew this coverage; or

    c. We renew this coverage on an other than claims-made basis or with a retroactive date later than the date of the first inception of this coverage or any coverage substantially similar to that described in this Cyber Coverage.

43. **"Third Party Corporate Data"**

    a. "Third party corporate data" means any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report or other item of information of a third party not an insured under this Cyber Coverage which is not available to the general public and is provided to you subject to a mutually executed written confidentiality agreement or which you are legally required to maintain in confidence.

    b. "Third party corporate data" does not mean or include "personally identifying information" or "personally sensitive information".

44. **"Unauthorized Access Incident"** means the gaining of access to a "computer system" by:

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a. An unauthorized person or persons; or

b. An authorized person or persons for unauthorized purposes.

45. "Wrongful Act"

a. With respect to Data Compromise Liability, "wrongful act" means a "personal data compromise".

b. With respect to Network Security Liability, "wrongful act" means a "network security incident".

c. With respect to Electronic Media Liability, "wrongful act" means an "electronic media incident".

46. "Wrongful Transfer Costs" means the amount of "money" fraudulently obtained from you. "Wrongful transfer costs" include the direct financial loss only. "Wrongful transfer costs" do not include any of the following:

a. Other expenses that arise from the "wrongful transfer event";

b. Indirect loss, such as "bodily injury", lost time, lost wages, identity recovery expenses or damaged reputation;

c. Any interest, time value or potential investment gain on the amount of financial loss; or

d. Any portion of such amount that has been or can reasonably be expected to be reimbursed by a third party, such as a financial institution.

47. "Wrongful Transfer Event"

a. "Wrongful transfer event" means an intentional and criminal deception of you or a financial institution with which you have an account. The deception must be perpetrated by a person who is not an "employee", "executive" or "independent contractor" using email, facsimile or telephone communications to induce you or the financial institution to send or divert "money". The deception must result in direct financial loss to you.

b. "Wrongful transfer event" does not mean or include any occurrence:

(1) In which you are threatened or coerced to send money or divert a payment; or

(2) Arising from a dispute or disagreement over the completeness, authenticity or value of a product, a service or a financial instrument.

ALL OTHER PROVISIONS OF THIS POLICY APPLY.

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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 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

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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

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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

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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.

In Process

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: WOODBRIDGE CENTER HOA INC

Issuing Company: NATIONWIDE GENERAL INSURANCE COMPANY

Policy Number: ACP BP013220799140

Policy Term: 06-01-2024 To 06-01-2025

Limits of Insurance:

Per Occurrence	$1,000,000
All Occurrences	$2,000,000

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Time Printed: 23:09:26

Trans Eff Dt: 06-01-2024
Insured Name: WOODBRIDGE CENTER HOA INC
Policy No: 4124011393909Y
Trans Seq No: 001
Trans Type: Renewal Issue
Oper Init: S_CPIP_
Company Abbr: PM
Release Version: 24.02

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QUOTE PROPOSAL COPY	01	Don't print
SCHEDULE RATING/DEREG	01	No forms to include with this set

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WOODBRIDGE CENTER HOA INC
C/O HPS MANAGEMENT
424 N UNION AVE
HAVRE DE GRACE MD 21078-0000

ATTACHED ARE DOCUMENTS FOR THE FOLLOWING NAMED INSURED:

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WOODBRIDGE CENTER HOA INC
C/O HPS MANAGEMENT
424 N UNION AVE
HAVRE DE GRACE MD 21078

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PMA COMPANIES

380 Sentry Parkway, P.O. Box 3031, Blue Bell, PA 19422 | T: 888.476.2669 | www.pmacompanies.com

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Commercial Insurance Policy

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SIGNATURE PAGE

In witness whereof, the Company has caused this policy to be signed by its President, or a Vice-President and Secretary, at Blue Bell, PA.

PENNSYLVANIA MANUFACTURERS' ASSOCIATION INSURANCE COMPANY

A STOCK INSURANCE COMPANY

MANUFACTURERS ALLIANCE INSURANCE COMPANY

A STOCK INSURANCE COMPANY

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PENNSYLVANIA MANUFACTURERS INDEMNITY COMPANY

A STOCK INSURANCE COMPANY

[ ] [ ]

[Derek R. Hopper], President

[Stephen L. Kibblehouse], Secretary

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COMMON POLICY DECLARATIONS

POLICY NO. 412401-13-93-90-9Y

NAMED INSURED	PRODUCER'S NAME
WOODBRIDGE CENTER HOA INC C/O HPS MANAGEMENT 424 N UNION AVE HAVRE DE GRACE MD 21078	COMMUNITY ASSOCIATION INSURANCE SOLUTION 5045 ROBERT J. MATHEWS PKWY, SUITE EL DORADO HILLS CA 95762-0000

POLICY PERIOD: FROM 06-01-2024 **TO:** 06-01-2025
12:01 A.M. Standard Time at your mailing address shown above.

BUSINESS DESCRIPTION:

NAMED INSURED IS: ASSOCIATION

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IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

		PREMIUM
COMMERCIAL CRIME COVERAGE PART	$	827.00

The PMA Insurance Group
380 Sentry Parkway
P.O. Box 3031
Blue Bell, PA 19422-0754
(888)476-2669

TOTAL $ 827.00

FORMS APPLICABLE TO ALL COVERAGE PARTS:

SEE SCHEDULE OF ENDORSEMENTS

COUNTERSIGNED _____ **BY** _____
(Date) **(Authorized Representative)**

CPD2 03 90

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Policy Number
412401-13-93-90-9Y

SCHEDULE OF LOCATIONS

MANUFACTURERS ALLIANCE INSURANCE COMPANY

Named Insured: WOODBRIDGE CENTER HOA INC

Effective Date: 06-01-24
12:01 A.M., Standard Time

Producer Name: COMMUNITY ASSOCIATION

Producer No.: 2174

Loc. No.	Bldg. No.	Designated Locations (Address, City, State, Zip Code)	Occupancy
001	001	910 WOODBRIDGE CENTER WAY, EDGEWOOD, MD 21040-0000	

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LOC-SCHED (01/97)

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380 Sentry Parkway, P.O. Box 3031, Blue Bell, PA 19422 | T: 888.476.2669 | www.pmacompanies.com

Dear WOODBRIDGE CENTER HOA INC

Thank you for again selecting the PMA Insurance Group as your business partner and placing your insurance with us. We are passionate about servicing your insurance and risk management needs and delivering tangible value to you. Enclosed please find your insurance policy.

We encourage you to continue to access PMA's many available services, programs, and resources to help manage your total cost of risk.

In particular, we encourage you to review PMA Websource®, our on-line portal of safety and risk management resources**,** exclusively for PMA Companies' clients. PMA Websource® contains practical loss prevention and safety information and solutions. In addition, we invite you to register for PMA Risk Control educational webinars, our one-hour web-based distance learning programs on timely risk management topics.

In Process

A two-part process is required to access PMA's Websource®. First, complete Part 1 which is the registration part of the process. Second, complete Part 2 which is the risk control portal. See both links below for access.

- **PART 1 – Registration:**
  https://www.pmacompanies.com/support/risk-control-pma-websource

- **PART 2 – Risk Control Portal:**
  https://pmagroup.sharepoint.com/sites/riskcontrolportal

If you need another copy of the Client Services Kit please access it on-line at www.pmacompanies.com/support. If you do not have internet access or encounter any problems, simply call our Customer Service Center at 1-888-4PMANOW (1-888-476- 2669) for assistance.

We look forward to continuing to work with you. PMA's unyielding commitment to customer service is designed to help you reduce your risk and control costs. Every PMA employee conducts themselves in accordance with our core values - passion, accountability, execution, professionalism, and teamwork.

Thank you for your business. Please feel free to contact us with any questions that you may have.

Sincerely,

PMA Insurance Group

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The PMA Privacy Policy

Insurance companies routinely obtain a variety of information provided by customers, agents and brokers, various claimants, medical providers, and other third parties. It is the policy of the PMA Insurance Group of companies to maintain an appropriate level of confidentiality for all the information we collect by restricting access to that information. We also maintain appropriate physical, electronic, and procedural safeguards to protect such information from unauthorized access.

The business of insurance requires information. Insurance companies cannot effectively provide insurance services unless they are given access to and are able to process different kinds of information. For example, underwriters cannot evaluate individual risks without information regarding the individual insured's loss experience, safety practices and so forth; and claims cannot be administered without information regarding the nature and extent of the damage incurred, including relevant medical information.

Much of the information we obtain is public and not of a personal or sensitive nature. We believe that those who entrust us with nonpublic personal information do so with the reasonable expectation that we will use the information only for the limited purpose for which we obtain it; i.e. for insurance related purposes. We are concerned about protecting the privacy of our customers and the other individuals with whom we interact, and have taken steps to protect the confidentiality of the nonpublic personal information that we obtain.

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Types and sources of information. PMA accumulates information from many sources.

- Customers provide us with information we need as part of the insurance application or evaluation process. We may also request reports from various sources in connection with applications for insurance and/or any renewal of such insurance. The kind of information we collect depends upon the type of policy, but may include such things as automobile motor vehicle reports, loss and claim reports, risk management reports, financial rating reports and property inspections, and other information. We also may receive and verify information from government agencies or independent reporting companies to help us correctly rate and properly underwrite a particular insurance risk.

- We maintain detailed claim files which contain information about the claim and the claimant, including accident reports, wage information, medical reports bearing on the claim, and evidence relating to the validity or eligibility of the claim, We obtain such information from claimants, their employers, their medical providers, and other generally reliable sources. We cannot administer claims or pay benefits without appropriate access to such information.

Much of the information we obtain is generally accessible or otherwise not nonpublic personal information, and PMA cannot be responsible for preserving the privacy of such information.

Medical information PMA obtains personally identifiable medical information only in connection with underwriting specific insurance policies or administering claims under those policies. We will not use or share with third parties personally identifiable medical information for any purpose other than the underwriting or administration of a policy, claim, account or program, or as otherwise disclosed to the subject when the information is collected, except as may be permitted by applicable law.

Our use of customer information PMA's policy is to limit access to nonpublic personal information to those who need it in order to serve our own and our customers' insurance business needs, to administer claims and to maintain and improve customer service. We do not disclose nonpublic

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personal information to third parties except as necessary to conduct business, e.g., processing claims or as permitted or required by law. In particular, we do not buy or sell nonpublic personal information, although we may acquire or transfer such information in connection with the acquisition or sale of companies or books of business.

Records retention PMA retains the information it has collected for various periods established by the records retention policies of the Company.

Who has access to the information Except as permitted or required by law, we will not disclose nonpublic personal information about a person without that person's consent. We may, without prior permission but only to the extent permitted by law, provide information contained in our records and files to certain persons or organizations which are fundamental to the insurance services we provide, such as:

- Our customers, and their independent agents or brokers;
- Our affiliated property and casualty insurance companies;
- Independent claim adjusters, medical examiners, vocational counselors, attorneys or investigators, when appropriate;
- Companies that provide insurance related services to or on behalf of PMA, such as claim administration, medical review or treatment, and pharmacy network services;
- Persons or organizations that conduct research for or on behalf of the insurance industry, including actuarial or underwriting studies;
- Insurance support or rating organizations or, at our customers' request, other insurers; and
- To appropriate entities as necessary to prevent fraud or to properly underwrite a risk.

Also, on some occasions, we may be required to share this information:

- With state insurance departments or other governmental agencies, to the extent required by federal, state or local laws;
- If ordered by a summons, court order, search warrant or subpoena; or
- To protect our own legal interests, or in a case of suspected fraud or other illegal activities.

Privacy Notice For more information on how PMA Companies collects, uses, shares and protects personal information, please access PMA Companies' Privacy Notice at www.pmacompanies.com/privacy-policy.

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SCHEDULE OF ENDORSEMENTS

Policy Number
412401-13-93-90-9Y

MANUFACTURERS ALLIANCE INSURANCE COMPANY

Named Insured WOODBRIDGE CENTER HOA INC

Effective Date: 06-01-24
12:01 A.M., Standard Time

COMMON POLICY FORMS AND ENDORSEMENTS

CPD2	03-90	COMMON POLICY DECLARATIONS
LOC-SCHED	01-97	SCHEDULE OF LOCATIONS
R LETTER	10-23	POLICYHOLDER COVER LETTER
PIL 50 16	01-20	PMA PRIVACY NOTICE
CA100	01-03	SCHEDULE OF ENDORSEMENTS
IL 00 03	09-08	CALCULATION OF PREMIUM
IL 00 17	11-98	COMMON POLICY CONDITIONS

CRIME FORMS AND ENDORSEMENTS

PCR DS 02	06-22	COMMERCIAL CRIME POLICY DECLARATIONS
CI-SCHED	06-22	COMMERCIAL CRIME COVERAGE SCHEDULE
CR 00 22	06-22	COMMERCIAL CRIME POLICY (DISCOVERY FORM)
CR 01 03	06-22	MARYLAND CHANGES
CR 04 18	06-22	FRAUDULENT IMPERSONATION - EXTENDED COVG
CR 20 20	06-22	CALCULATION OF PREMIUM
CR 20 21	06-22	EXCL OF CERTAIN COMPUTER RELATED LOSSES
CR 25 09	06-22	INCLUDE VOLUNTEER WORKERS AS EMPLOYEES
CR 25 41	06-22	INCLUDE DESIGNATED PERSONS AS EMPLOYEES

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

In Process

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

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COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

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

D. Inspections And Surveys

1. We have the right to:

a. Make inspections and surveys at any time;

b. Give you reports on the conditions we find; and

c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

a. Are safe or healthful; or

b. Comply with laws, regulations, codes or standards.

3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and

2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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POLICY NUMBER: 412401-13-93-90-9Y

CRIME AND FIDELITY
PCR DS 02 06 22

COMMERCIAL CRIME POLICY DECLARATIONS

In return for the payment of the premium, and subject to all the terms and conditions of this Policy, we agree with you to provide the insurance as stated in this Policy.

Insurance Company Name:
MANUFACTURERS ALLIANCE INSURANCE COMPANY

Named Insured:
WOODBRIDGE CENTER HOA INC

Mailing Address:
C/O HPS MANAGEMENT
HAVRE DE GRACE MD 21078-0000

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Policy Period:
From: 06-01-2024 **To:** 06-01-2025 12:01 AM at your mailing address shown above

Coverage is provided only if an amount is shown opposite an Insuring Agreement. If the amount is left blank or "Not Covered" is inserted, such Insuring Agreement and any other reference thereto in this Policy will be deemed to be deleted therefrom.

	Insuring Agreements	Limit Of Insurance Per Occurrence	Deductible Amount Per Occurrence
1.	**Fidelity**		
	a. **Employee Theft**	$ 1,000,000	$ 5,000
	b. **ERISA Plan Official Dishonesty**	NOT COVERED	**N/A**
	c. **Employee Theft Of Clients' Property**	NOT COVERED	
2.	**Forgery Or Alteration**		
	a. **Forgery Of Negotiable Instruments**	$ 25,000	$ 1,000
	b. **Forgery Of Payment Card Instruments**	NOT COVERED	**N/A**
3.	**Inside The Premises – Theft Of Money And Securities**	SEE CRIME SCHEDULE	$ 1,000
4.	**Inside The Premises – Robbery Or Safe Burglary Of Other Property**	SEE CRIME SCHEDULE	$ 1,000
5.	**Outside The Premises**	SEE CRIME SCHEDULE	$ 1,000
6.	**Computer And Funds Transfer Fraud**	$ 1,000,000	$ 5,000
7.	**Fraudulent Impersonation**	NOT COVERED	
8.	**Money Orders And Counterfeit Money**	$ 25,000	$ 1,000

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If Added By Endorsement:

Insuring Agreement(s) Or Coverage(s)	Limit Of Insurance Per Occurrence	Deductible Amount Per Occurrence
FRAUDULENT IMPERSONATION-EXTENDED	$ 25,000	$ 1,000

Percentage Of Deductible Amount Over Which Losses Must Be Reported: %

Percentage Of Total Assets Applicable To Subsidiary Acquisitions: %

Endorsements Forming Part Of This Policy When Issued:

SEE SCHEDULE OF FORMS AND ENDORSEMENTS

Cancellation Of Prior Insurance Issued By Us:

By acceptance of this Policy, you give us notice cancelling prior Policy Numbers

,the cancellation to be effective at the time this Policy becomes effective.

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Producer Name:

COMMUNITY ASSOCIATION

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Policy Number
412401-13-93-90-9Y

COMMERCIAL CRIME COVERAGE SCHEDULE

MANUFACTURERS ALLIANCE INSURANCE COMPANY

Named Insured WOODBRIDGE CENTER HOA INC

Effective Date: 06-01-24
12:01 A.M., Standard Time

Producer Name COMMUNITY ASSOCIATION

Producer No. 2174

Location of Premises: 910 WOODBRIDGE CENTER WAY, EDGEWOOD MD 21040-0000

Loc. No. 001 Bldg. No. 001

		Limit of Insurance	Deductible Amount
[X]	ROBBERY OR SAFE BURGLARY OF OTHER PROPERTY	$ 25,000	$ 1,000
[X]	THEFT OF MONEY AND SECURITIES	$ 25,000	$ 1,000
[X]	OUTSIDE THE PREMISES	$ 25,000	$ 1,000
[ ]			
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Location of Premises:

Loc. No. Bldg. No.

	Limit of Insurance	Deductible Amount
[ ]		
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Location of Premises:

Loc. No. Bldg. No.

	Limit of Insurance	Deductible Amount
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COMMERCIAL CRIME POLICY (DISCOVERY FORM)

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is or is not covered.

Throughout this Policy:

1. The words "you" and "your" refer to:

a. The first Named Insured shown in the Declarations; and

b. Any "employee benefit plan", "subsidiary" or other entity that is named as an Insured in the Declarations or included as an Insured by endorsement.

The first Named Insured in Paragraph **a.** above will act for itself and for every other Insured for all purposes of this insurance.

2. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F.** Definitions.

A. Insuring Agreements

Coverage is provided under the following Insuring Agreements for which a Limit Of Insurance is shown in the Declarations and applies to loss that you sustain resulting directly from an "occurrence" taking place at any time which is "discovered" by a "designated person" during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period To Discover Loss Condition **E.1.j.:**

1. Fidelity

a. Employee Theft

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Insuring Agreement, "theft" includes forgery.

b. ERISA Plan Official Dishonesty

We will pay for loss of or damage to "money", "securities" and "other property" belonging to an "ERISA employee benefit plan" resulting directly from "fraud or dishonesty" committed by:

(1) An "ERISA plan official", whether identified or not; or

(2) You, but only if you are a sole proprietor;

acting alone or in collusion with other persons.

c. Employee Theft Of Clients' Property

We will pay for loss of or damage to "money", "securities" and "other property" sustained by your "client" resulting directly from "theft" committed by an identified "employee", acting alone or in collusion with other persons.

For the purposes of this Insuring Agreement, "theft" includes forgery.

2. Forgery Or Alteration

a. Forgery Of Negotiable Instruments

(1) We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:

(a) Made or drawn by or drawn upon you; or

(b) Made or drawn by one acting as your agent;

or that are purported to have been so made or drawn.

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For the purposes of this Insuring Agreement, a substitute check as defined in the Check Clearing for the 21st Century Act will be treated the same as the original it replaced.

(2) If you are sued for refusing to pay any instrument covered in Paragraph **(1)** above, on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay for such legal expenses is in addition to the Limit of Insurance applicable to this Insuring Agreement.

b. Forgery Of Payment Card Instruments

We will pay for loss resulting directly from "forgery" of written instruments required in conjunction with any credit, debit or charge card issued to:

(1) You; or

(2) Any of your "employees" or "ERISA plan officials";

for business purposes.

3. Inside The Premises – Theft Of Money And Securities

We will pay for:

a. Loss of "money" and "securities" inside the "premises" or "financial institution premises":

(1) Resulting directly from "theft" committed by a person present inside such "premises" or "financial institution premises"; or

(2) Resulting directly from disappearance or destruction.

b. Loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of "money" or "securities", if you are the owner of the "premises" or are liable for damage to it.

c. Loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the "premises" resulting directly from an actual or attempted "theft" of, or unlawful entry into, those containers.

4. Inside The Premises – Robbery Or Safe Burglary Of Other Property

We will pay for:

a. Loss of or damage to "other property":

(1) Inside the "premises" resulting directly from an actual or attempted "robbery" of a "custodian"; or

(2) Inside the "premises" in a safe or vault resulting directly from an actual or attempted "safe burglary".

b. Loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "robbery" or "safe burglary" of "other property", if you are the owner of the "premises" or are liable for damage to it.

c. Loss of or damage to a locked safe or vault located inside the "premises" resulting directly from an actual or attempted "robbery" or "safe burglary".

5. Outside The Premises

We will pay for:

a. Loss of "money" and "securities" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from "theft", disappearance or destruction.

b. Loss of or damage to "other property" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from an actual or attempted "robbery".

6. Computer And Funds Transfer Fraud

We will pay for:

a. Loss resulting directly from a fraudulent:

(1) Entry of "electronic data" or "computer program" into; or

(2) Change of "electronic data" or "computer program" within;

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any "computer system", provided that the fraudulent entry or fraudulent change causes, with regard to Paragraphs **(1)** and **(2)** above:

(a) "Money", "securities" or "other property" to be transferred, paid or delivered to a person, entity or account beyond your control; or

(b) Your account at a "financial institution" to be debited or deleted;

without your knowledge or consent.

b. Loss resulting directly from a "financial institution" debiting your "transfer account" in reliance upon a "transfer instruction" purportedly issued by you directing the "financial institution" to transfer, pay or deliver "money" or "securities" from that account, but which "transfer instruction" proves to have been fraudulently issued by an imposter without your knowledge or consent.

7. Fraudulent Impersonation

We will pay for:

a. Loss resulting directly from you having acted upon a "transfer instruction" that was, in fact, issued by a "client" or "vendor", but in which the bank account information or wire transfer instructions of such "client" or "vendor" had been changed by you acting in good faith reliance upon a "change of account request" purportedly issued by an "authorized person" or the "client" or "vendor", but which "change of account request" proves to have been fraudulently issued by an imposter without the knowledge or consent of the "authorized person", "client" or "vendor" and the fraudulent act resulted in you transferring, paying or delivering "money" or "securities" to a person, entity or account beyond your control; or

b. Loss resulting directly from you having acted in good faith reliance upon a "transfer instruction" purportedly issued by an "authorized person", "client" or "vendor" and you transferred, paid or delivered "money" or "securities" to a person, entity or account beyond your control, but which "transfer instruction" proves to have been fraudulently issued by an imposter without the knowledge or consent of the "authorized person", "client" or "vendor".

8. Money Orders And Counterfeit Money

We will pay for loss resulting directly from you having accepted in good faith in exchange for merchandise, "money" or services:

a. Money orders issued by any post office, express company or "financial institution" that are not paid upon presentation; or

b. "Counterfeit money" that is acquired during the regular course of business.

B. Limit Of Insurance

The most we will pay for all loss resulting directly from an "occurrence" is the applicable Limit Of Insurance shown in the Declarations.

If any loss is covered under more than one Insuring Agreement or coverage, the most we will pay for such loss will not exceed the largest Limit of Insurance available under any one of those Insuring Agreements or coverages.

C. Deductible

We will not pay for loss resulting directly from an "occurrence", unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.

D. Exclusions

1. Exclusions Applicable To All Insuring Agreements

This Policy does not cover:

a. Acts Committed By You, Your Partners Or Members

Loss resulting from "theft" or any other fraudulent or dishonest act committed by:

(1) You; or

(2) Any of your partners or "members";

whether acting alone or in collusion with other persons, except when covered under Insuring Agreement **A.1.b.**

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b. Acts Committed By Your Employees, ERISA Plan Officials, Managers, Directors, Trustees Or Representatives

Loss resulting from "theft" or any other fraudulent or dishonest act committed by any of your "employees", "ERISA plan officials", "managers", directors, trustees or authorized representatives:

(1) Whether acting alone or in collusion with other persons; or

(2) While performing services for you or otherwise;

except when covered under Insuring Agreement **A.1.a., A.1.b.** or **A.1.c.**

c. Acts Committed By Your Employees Or ERISA Plan Officials Prior To The Policy Period

Loss caused by any "employee" or "ERISA plan official" if the "employee" or "ERISA plan official" had also committed "theft" or any other fraudulent or dishonest act prior to the effective date of this Policy and you or a "designated person", not in collusion with the "employee" or "ERISA plan official", learned of such "theft" or fraudulent or dishonest act prior to the Policy Period shown in the Declarations.

d. Confidential Or Personal Information

Loss resulting from:

(1) The disclosure of your or another person's or entity's confidential or personal information; or

(2) The use of another person's or entity's confidential or personal information, except that this Paragraph **(2)** does not apply to loss otherwise covered under this Policy that results directly from the use of your or an "employee benefit plan" participant's confidential or personal information.

For the purposes of this exclusion, confidential or personal information includes, but is not limited to, patents, trade secrets, processing methods, "client", customer or "vendor" information, financial information, payment card information, health information, retirement or health savings account information or any other type of nonpublic information.

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e. Data Security Breach

Fees, costs, fines, penalties and other expenses incurred by you, which are related to the access to or disclosure of another person's or entity's confidential or personal information including, but not limited to, patents, trade secrets, processing methods, "client", customer or "vendor" information, financial information, payment card information, health information, retirement or health savings account information or any other type of nonpublic information.

f. Governmental Action

Loss resulting from seizure or destruction of property by order of governmental authority.

g. Indirect Loss

Loss that is an indirect result of an "occurrence" covered by this Policy including, but not limited to, loss resulting from:

(1) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property";

(2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this Policy; or

(3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this Policy.

h. Kidnap, Ransom, Extortion And Other Unlawful Demands

(1) Loss resulting from the surrender of ransom in response to an unlawful demand including, but not limited to, an unlawful demand arising out of:

(a) An actual or alleged kidnap or threat to do bodily harm to any person, other than "robbery" covered under this Policy;

(b) A threat to do damage to any property or to contaminate, pollute or render substandard your products or goods;

(c) A threat to introduce a denial of service attack into any "computer system";

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(d) A threat to introduce a virus or other malicious instruction into any "computer system", which would encrypt, damage, destroy or corrupt "electronic data" or "computer programs" stored within the "computer system"; or

(e) A threat to access, download, disseminate, divulge or utilize:

(i) Your information or the information of any other natural person or entity; or

(ii) Weaknesses in the source code within any "computer system";

except when covered under Insuring Agreement **A.1.a.** or **A.1.b.**

(2) Loss resulting from payment of any kind in response to a denial of service attack, ransomware, virus or other malicious instruction introduced into any "computer system" that denies or restricts access, encrypts, downloads or otherwise damages, destroys or corrupts any "computer system", "electronic data" or "computer program", except when covered under Insuring Agreement **A.1.a.** or **A.1.b.**

(3) Fees, costs and expenses incurred by you arising out of any act or event in Paragraph **(1)** or **(2)** above.

i. Legal Fees, Costs And Expenses

Fees, costs and expenses incurred by you, which are related to any legal action, except when covered under Insuring Agreement **A.2.**

j. Nuclear, Biological Or Chemical Hazard

Loss or damage resulting from the dispersal or application of pathogenic or poisonous biological or chemical materials, nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident, however caused.

k. Pollution

Loss or damage caused by or resulting from pollution. Pollution means the discharge, dispersal, seepage, migration, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

l. Virtual Currency

Loss involving virtual currency of any kind, by whatever name known, whether actual or fictitious including, but not limited to, digital currency, cryptocurrency or any other type of electronic currency.

m. War And Military Action

Loss or damage resulting from:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

2. Additional Exclusions Applicable To Specific Insuring Agreements

a. Insuring Agreement **A.1.a.** does not cover:

(1) ERISA Employee Benefit Plans

Loss of property belonging to any "ERISA employee benefit plan".

(2) Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

(a) An inventory computation; or

(b) A profit and loss computation.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.

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(3) Trading

Loss resulting from trading, whether in your name or in a genuine or fictitious account.

(4) Warehouse Receipts

Loss resulting from the fraudulent or dishonest signing, issuing, cancelling or failing to cancel a warehouse receipt or any papers connected with it.

b. Insuring Agreement **A.1.b.** does not cover:

Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

(1) An inventory computation; or

(2) A profit and loss computation.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.

c. Insuring Agreement **A.1.c.** does not cover:

(1) Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

(a) An inventory computation; or

(b) A profit and loss computation.

However, where your "client" establishes wholly apart from such computations that it has sustained a loss resulting from "theft" caused by an identified "employee", then you may offer your "client's" inventory records and actual physical count of inventory in support of the amount of loss claimed.

(2) Trading

Loss resulting from trading, whether in your "client's" name or in a genuine or fictitious account.

(3) Warehouse Receipts

Loss resulting from the fraudulent or dishonest signing, issuing, cancelling or failing to cancel a warehouse receipt or any papers connected with it.

d. Insuring Agreement **A.2.b.** does not cover:

Non-compliance With Payment Card Issuer's Requirements

Loss arising from any credit, debit or charge card if you have not complied fully with the provisions, conditions or other terms under which the card was issued.

e. Insuring Agreements **A.3., A.4.** and **A.5.** do not cover:

(1) Accounting Or Arithmetical Errors Or Omissions

Loss resulting from accounting or arithmetical errors or omissions.

(2) Exchanges Or Purchases

Loss resulting from the giving or surrendering of property in any exchange or purchase.

(3) Fire

Loss or damage resulting from fire, however caused, except:

(a) Loss of or damage to "money" and "securities"; and

(b) Loss from damage to a safe or vault.

(4) Money Operated Devices

Loss of property contained in any money operated device, unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

(5) Motor Vehicles Or Equipment And Accessories

Loss of or damage to motor vehicles, trailers or semitrailers or equipment and accessories attached to them.

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(6) Vandalism

Loss from damage to the "premises" or its exterior, or to any safe, vault, cash register, cash box, cash drawer or "other property", by vandalism or malicious mischief.

(7) Voluntary Parting Of Title To Or Possession Of Property

Loss resulting from your, or anyone else acting on your express or implied authority, being induced by any fraudulent or dishonest act to voluntarily part with title to or possession of any property.

f. Insuring Agreement **A.6.** does not cover:

(1) Authorized Access

Loss resulting from a fraudulent:

(a) Entry of "electronic data" or "computer program" into; or

(b) Change of "electronic data" or "computer program" within;

any "computer system" by an "employee" or other person or entity with authorized access to that "computer system".

(2) Credit Card Transactions

Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification or other cards, or the information contained on such cards.

(3) Exchanges Or Purchases

Loss resulting from the giving or surrendering of property in any exchange or purchase.

(4) Fraudulent Instructions

Loss resulting from an "employee" or other person or entity acting upon any kind of instruction to:

(a) Transfer, pay or deliver "money", "securities" or "other property"; or

(b) Debit or delete your account;

which instruction proves to be fraudulent, except for a "financial institution" acting upon an instruction to debit your "transfer account" when covered under Insuring Agreement **A.6.b.**

(5) Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

(a) An inventory computation; or

(b) A profit and loss computation.

E. Conditions

1. Conditions Applicable To All Insuring Agreements

a. Additional Premises Or Employees

If, while this Policy is in force, you establish any additional "premises" or hire additional "employees", other than through:

(1) Consolidation or merger with; or

(2) Purchase or acquisition of assets or liabilities of;

another entity, such "premises" and "employees" will automatically be covered under this Policy.

Notice to us of an increase in the number of "premises" or "employees" is not required and no additional premium will be charged for the remainder of the Policy Period shown in the Declarations.

b. Cancellation Or Termination

(1) Policy Cancellation

(a) The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.

(b) We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(i) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(ii) 30 days before the effective date of cancellation if we cancel for any other reason.

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(c) We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

(d) Notice of cancellation will state the effective date of cancellation. The Policy Period will end on that date.

(e) If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

(f) If notice is mailed, proof of mailing will be sufficient proof of notice.

(2) Policy Termination

(a) This Policy terminates in its entirety immediately upon:

(i) The effective date of a "change of control" of the first Named Insured; or

(ii) The voluntary dissolution or liquidation of the first Named Insured.

(b) This Policy terminates as to any Insured, other than the first Named Insured, immediately upon:

(i) The effective date of a "change of control" of that Insured; or

(ii) The voluntary dissolution or liquidation of that Insured.

If this Policy terminates for any reason specified in Paragraph **(a)** or **(b)** above, we will send the first Named Insured any premium refund due. The refund will be pro rata.

(3) Individual Insured Or Coverage Cancellation

We, or the first Named Insured shown in the Declarations, may cancel this Policy as to any Insured or on any Insuring Agreement or coverage in accordance with the provisions of Paragraph **(1)** above.

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(4) Termination Of Coverage As To Any Employee Or ERISA Plan Official

This Policy terminates as to any "employee" or "ERISA plan official":

(a) As soon as:

(i) A "designated person"; or

(ii) An "employee" in your Human Resources Department or its equivalent;

not in collusion with the "employee" or "ERISA plan official", learns of "theft" or any other fraudulent or dishonest act committed by the "employee" or "ERISA plan official", whether before or after becoming employed by you; or

(b) On the date specified in a notice mailed to the first Named Insured. That date will be at least 30 days after the date of mailing.

We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

c. Changes

This Policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this Policy with our consent. This Policy's terms can be amended or waived only by endorsement issued by us and made a part of this Policy.

d. Concealment, Misrepresentation Or Fraud

This Policy is void in any case of fraud by you as it relates to this Policy at any time. It is also void if you or any other Insured, at any time, intentionally conceals or misrepresents a material fact concerning:

(1) This Policy;

(2) The property covered under this Policy;

(3) Your interest in the property covered under this Policy; or

(4) A claim under this Policy.

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e. Consolidation – Merger – Acquisition

(1) Except as provided in Paragraph **(2)** below, if you consolidate or merge with another entity where you are the surviving entity, or you purchase or acquire the assets or liabilities of another entity:

(a) You must give us written notice as soon as possible and obtain our written consent to extend the coverage provided by this Policy to such consolidated or merged entity or such purchased or acquired assets or liabilities. We may condition our consent by requiring payment of an additional premium; but

(b) For the first 90 days after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities, the coverage provided by this Policy will apply to such consolidated or merged entity or such purchased or acquired assets or liabilities, provided that all "occurrences" causing or contributing to loss involving such consolidation, merger or purchase or acquisition of assets or liabilities must take place after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities.

Any "employee benefit plan" acquired in such consolidation, merger or purchase or acquisition will automatically be included as an Insured under this Policy.

(2) For "subsidiaries" you acquire in which you own greater than 50% of the voting stock or voting rights, the coverage provided by this Policy will automatically apply to loss sustained by such acquired "subsidiary" resulting directly from an "occurrence" taking place at any time which is "discovered" by a "designated person" during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period To Discover Loss Condition **E.1.j.,** provided that:

(a) The assets of the acquired "subsidiary" do not exceed the Percentage Of Total Assets Applicable To Subsidiary Acquisitions shown in the Declarations, which is based on your total assets as reflected in your most recent fiscal year-end consolidated financial statements immediately preceding the effective date of this Policy; and

(b) The acquired "subsidiary" has not had any paid or reported claims of the type covered under this Policy for the three-year period prior to the date of such acquisition.

You are not required to provide notice of the acquisition to us and you are not required to pay any additional premium for the remainder of the Policy Period shown in the Declarations.

Any "employee benefit plan" of an acquired "subsidiary" will automatically be included as an Insured under this Policy.

f. Cooperation

You must cooperate with us in all matters pertaining to this Policy as stated in its terms and conditions.

g. Duties In The Event Of Loss

Upon "discovery" of loss or a situation that may result in loss of or damage to "money", "securities" or "other property":

(1) Except as provided in Paragraph **(2)** below, you must:

(a) Notify us as soon as possible;

(b) Give us a detailed, sworn proof of loss within 120 days;

(c) Cooperate with us in the investigation and settlement of any claim;

(d) Produce for our examination all pertinent records;

(e) Submit to examination under oath at our request and give us a signed statement of your answers; and

(f) Secure all of your rights of recovery against any person or entity responsible for the loss and do nothing to impair those rights.

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(2) If a Deductible Amount applies to the loss and a percentage is shown in the Declarations as the Percentage Of Deductible Amount Over Which Losses Must Be Reported, you do not have to notify us if the amount of loss at the time of "discovery" does not exceed such percentage of the applicable Deductible Amount.

However, if you later learn that the amount of such loss exceeds, or may reasonably be expected to exceed, the percentage of the applicable Deductible Amount, then you must:

(a) Notify us no later than 15 days from the earliest of:

(i) The date you learned that such loss exceeded the percentage of the applicable Deductible Amount;

(ii) The effective date of termination or cancellation of this Policy; or

(iii) The termination of the period of time provided in the Extended Period To Discover Loss Condition **E.1.j.(1);**

(b) Give us a detailed, sworn proof of loss within 120 days from the date you gave us notice; and

(c) Comply with the requirements set forth in Paragraphs **(1)(c)** through **(1)(f)** above.

(3) If you have reason to believe that any loss (except for loss covered under Insuring Agreement **A.1.a., A.1.b., A.1.c.** or **A.2.**) involves a violation of law, you must notify the local law enforcement authorities.

h. Employee Benefit Plans

Any payment we make for loss sustained by any "employee benefit plan" will be made to the plan sustaining the loss and will fully release us on account of such loss.

i. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this Policy at any time during the Policy Period shown in the Declarations and up to three years afterward.

j. Extended Period To Discover Loss

We will pay for loss that you sustain prior to the effective date of cancellation or termination of this Policy in its entirety, as to any Insured or on any Insuring Agreement or coverage, which is "discovered" by a "designated person":

(1) Except as provided in Paragraph **(2)** below, no later than 60 days from the date of that cancellation or termination. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by you or that Insured, whether from us or another insurer, which replaces in whole or in part the coverage afforded under this Policy, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

(2) No later than one year from the date of that cancellation or termination with regard to any "ERISA employee benefit plan". However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by you or that "ERISA employee benefit plan", whether from us or another insurer, that provides, at a minimum, the same coverage afforded by Insuring Agreement **A.1.b.** in an amount that is no less than the minimum amount of coverage required under ERISA and which also provides that such coverage applies to loss sustained prior to its effective date.

k. 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 entity 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.

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(3) Paragraphs **(1)** and **(2)** above apply not only to us, but also to any rating, advisory, rate service or similar entity which makes insurance inspections, surveys, reports or recommendations.

l. Joint Insured

(1) If more than one Insured is named in the Declarations, the first Named Insured will act for itself and for every other Insured for all purposes of this Policy.

(2) If a "designated person" of any Insured has knowledge of any information relevant to this Policy, that knowledge is considered knowledge of every Insured.

(3) An "employee" of any Insured is considered to be an "employee" of every Insured.

(4) We will not pay more for loss sustained by more than one Insured than the amount we would pay if all such loss had been sustained by one Insured.

(5) Payment by us to the first Named Insured for loss sustained by any Insured, or payment by us to any "employee benefit plan" for loss sustained by that plan, will fully release us on account of such loss.

m. Legal Action Against Us

You may not bring any legal action against us involving loss:

(1) Unless you have complied with all the terms of this Policy;

(2) Until 90 days after you have filed proof of loss with us; and

(3) Unless brought within two years from the date the loss was "discovered".

If any limitation in this condition is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

n. Liberalization

If we adopt any revision that would broaden the coverage under this Policy without additional premium within 45 days prior to or during the Policy Period shown in the Declarations, the broadened coverage will immediately apply to this Policy.

o. Other Insurance

If other valid and collectible insurance is available to you for loss covered under this Policy, our obligations are limited as follows:

(1) Primary Insurance

When this Policy is written as primary insurance and:

(a) You have other insurance subject to the same terms and conditions as this Policy, we will pay our share of the covered loss. Our share is the proportion that the applicable Limit Of Insurance shown in the Declarations bears to the total limit of all insurance covering the same loss.

(b) You have other insurance covering the same loss other than that described in Paragraph **(a)** above, we will only pay for the amount of loss that exceeds:

(i) The limit of insurance and deductible amount of that other insurance, whether you can collect on it or not; or

(ii) The Deductible Amount shown in the Declarations;

whichever is greater. Our payment for loss is subject to the terms and conditions of this Policy.

(2) Excess Insurance

(a) When this Policy is written excess over other insurance, we will only pay for the amount of loss that exceeds the limit of insurance and deductible amount of that other insurance, whether you can collect on it or not. Our payment for loss is subject to the terms and conditions of this Policy.

(b) However, if loss covered under this Policy is subject to a deductible, we will reduce the Deductible Amount shown in the Declarations by the sum total of all such other insurance plus any deductible amount applicable to that other insurance.

p. Ownership Of Property; Interests Covered

The property covered under this Policy is limited to property:

(1) That you own or lease;

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(2) That is held by you in any capacity; or

(3) For which you are legally liable, provided that you were liable for the property prior to the time the loss was sustained.

However, this Policy is for your benefit only. It provides no rights or benefits to any other person or entity. Any claim for loss that is covered under this Policy must be presented by you.

q. Policy Bridge – Discovery Replacing Loss Sustained

(1) If this Policy replaces insurance that provided you with an extended period of time after cancellation or termination in which to discover loss and which did not terminate at the time this Policy became effective:

(a) We will not pay for any loss that occurred during the policy period of that prior insurance which is discovered by you during such extended period of time to discover loss, unless the amount of loss exceeds the limit of insurance and deductible amount of that prior insurance. In that case, we will pay for the excess loss subject to the terms and conditions of this Policy.

(b) However, any payment we make for the excess loss will not be greater than the difference between the limit of insurance and deductible amount of that prior insurance and the Limit Of Insurance shown in the Declarations. We will not apply the Deductible Amount shown in the Declarations to this excess loss.

(2) The Other Insurance Condition **E.1.o.** does not apply to this condition.

r. Premiums

The first Named Insured shown in the Declarations:

(1) Is responsible for the payment of all premiums; and

(2) Will be the payee for any return premiums we pay.

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s. Records

You must keep records of all property covered under this Policy so we can verify the amount of any loss.

t. Recoveries

(1) Any recoveries, whether effected before or after any payment under this Policy, whether made by us or by you, will be applied net of the expense of such recovery:

(a) First, to you in satisfaction of your covered loss in excess of the amount paid under this Policy;

(b) Second, to us in satisfaction of amounts paid in settlement of your claim;

(c) Third, to you in satisfaction of any Deductible Amount; and

(d) Fourth, to you in satisfaction of any loss not covered under this Policy.

(2) 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.

u. Territory

This Policy covers loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world.

v. 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.

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w. Transfer Of Your Rights Of Recovery Against Others To Us

You must transfer to us all your rights of recovery against any person or entity for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

x. Valuation – Settlement

The value of any loss for purposes of coverage under this Policy will be determined as follows:

(1) Money

Loss of "money" but only up to and including its face value. We will, at your option, pay for loss of "money" issued by any country other than the United States of America:

(a) At face value in the "money" issued by that country; or

(b) In the United States of America dollar equivalent, determined by the rate of exchange published in The Wall Street Journal on the day the loss was "discovered".

(2) Securities

Loss of "securities" but only up to and including their value at the close of business on the day the loss was "discovered". We may, at our option:

(a) Pay the market value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities"; or

(b) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:

(i) Market value of the "securities" at the close of business on the day the loss was "discovered"; or

(ii) Limit of Insurance applicable to the "securities".

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(3) Property Other Than Money And Securities

(a) Loss of or damage to property other than "money" and "securities" for the replacement cost of the property without deduction for depreciation. However, we will not pay more than the least of the following:

(i) The Limit of Insurance applicable to the lost or damaged property;

(ii) The cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose; or

(iii) The amount you actually spend that is necessary to repair or replace the lost or damaged property.

(b) We will not pay on a replacement cost basis for any loss or damage to property covered under Paragraph **(a)** above:

(i) Until the lost or damaged property is actually repaired or replaced; and

(ii) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage occurred.

If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis.

(c) We will, at your option, pay for loss or damage to such property:

(i) In the "money" of the country in which the loss or damage was sustained; or

(ii) In the United States of America dollar equivalent of the "money" of the country in which the loss or damage was sustained, determined by the rate of exchange published in The Wall Street Journal on the day the loss was "discovered".

(d) Any property that we pay for or replace becomes our property.

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2. Additional Conditions Applicable To Specific Insuring Agreements

a. Under Insuring Agreement A.1.b.

(1) Limit Of Insurance

You are responsible for selecting a Limit of Insurance for "ERISA employee benefit plans" covered under Insuring Agreement **A.1.b.** that is equal to, or greater than, the minimum amounts of coverage required under ERISA as set forth in Paragraphs **(a)** and **(b)** below.

(a) For "ERISA employee benefit plans" holding no employer securities:

(i) 10% of the amount of funds handled as of the effective date of this Policy; or

(ii) $500,000;

whichever is less, but in no event less than $1,000.

(b) For "ERISA employee benefit plans" holding employer securities:

(i) 10% of the amount of funds handled as of the effective date of this Policy; or

(ii) $1,000,000;

whichever is less, but in no event less than $1,000.

If two or more "ERISA employee benefit plans" are covered under Insuring Agreement **A.1.b.,** the Limit of Insurance must be written in an amount sufficient to cover each plan as if they were separately insured.

If at the time of "discovery" of loss sustained by an "ERISA employee benefit plan", the Limit of Insurance for Insuring Agreement **A.1.b.** no longer complies with the minimum amount of coverage required for such plan, we will automatically increase the Limit of Insurance for such plan so as to equal such required minimum amount of coverage. You are not required to pay any additional premium for the increase in the Limit of Insurance.

If the minimum amounts of coverage required under ERISA are amended after the effective date of this insurance, the amended minimum amounts of coverage will automatically apply to the "ERISA employee benefit plans" covered under Insuring Agreement **A.1.b.** You are not required to pay any additional premium for the remainder of the Policy Period shown in the Declarations.

(2) Payment For Loss Sustained By Multiple Plans

Any payment we make for loss:

(a) Sustained by two or more "ERISA employee benefit plans"; or

(b) Of commingled "money", "securities" or "other property" of two or more "ERISA employee benefit plans";

will be made to each such plan sustaining loss in the proportion that the amount of coverage required under ERISA for each such plan bears to the total amount of coverage on all plans sustaining loss.

(3) Deductible Amount

Section **C.** Deductible does not apply to loss sustained by an "ERISA employee benefit plan" covered under Insuring Agreement **A.1.b.**

b. Under Insuring Agreement A.1.c.

The **Ownership Of Property; Interests Covered** Condition **E.1.p.** is replaced by the following:

Ownership Of Property; Interests Covered

The property covered under this Insuring Agreement is limited to property:

(1) That your "client" owns or leases;

(2) That your "client" holds for others in any capacity; or

(3) For which your "client" is legally liable, provided that your "client" was liable for the property prior to the time the loss was sustained.

However, this Policy is for your benefit only. It provides no rights or benefits to any other person or entity, including your "client". Any claim for loss that is covered under this Insuring Agreement must be presented by you.

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c. Under Insuring Agreement A.2.

(1) Deductible Amount

The Deductible Amount does not apply to legal expenses paid under Insuring Agreement **A.2.**

(2) Electronic And Mechanical Signatures

We will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures.

(3) Proof Of Loss

You must include with your proof of loss any instrument involved in that loss or, if that is not possible, an affidavit setting forth the amount and cause of loss.

d. Under Insuring Agreement A.5.

Armored Motor Vehicle Companies

We will only pay for the amount of loss you cannot recover:

(1) Under your contract with the armored motor vehicle company; and

(2) From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

e. Under Insuring Agreement A.7.

(1) Change Of Account Requests

You must make a reasonable effort to verify, but not through email, the authenticity of any "change of account request" with:

(a) The "client" or "vendor" purporting to have issued the "change of account request"; or

(b) An "authorized person", but not the "authorized person" purporting to have issued the "change of account request";

and contemporaneously document the result of your effort before transferring any property.

(2) Transfer Instructions

You must make a reasonable effort to verify, but not through email, the authenticity of any "transfer instruction" with:

(a) The "client" or "vendor" purporting to have issued the "transfer instruction"; or

(b) An "authorized person", but not the "authorized person" purporting to have issued the "transfer instruction";

and contemporaneously document the result of your effort before transferring any property.

F. Definitions

1. "Authorized person" means:

a. Any "employee", partner, "member", "manager", director or trustee;

b. Any "ERISA plan official"; or

c. You (but only if you are a sole proprietor);

who, with regard to Paragraphs **a., b.** and **c.** above, has the authority to:

(1) Act upon "change of account requests" or direct others to act upon such requests; or

(2) Issue "transfer instructions" or direct others to issue such instructions.

2. "Change of account request" means an instruction received by you, which is transmitted:

a. By email, text message, instant message, telefacsimile, telephone or other electronic means; or

b. In writing;

directing you to change a "client's" or "vendor's" bank account information or wire transfer instructions.

3. "Change of control" means:

a. The acquisition of any Insured of more than 50% of its assets by an entity other than another Insured, or the merger or consolidation of any Insured into or with an entity other than another Insured, such that the acquired Insured is not the surviving entity; or

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b. The obtaining by any person, entity or affiliated group of persons or entities of the right to:

(1) Elect, appoint or designate more than 50% of the board of directors, board of trustees or functional equivalent thereof, of any Insured; or

(2) Exercise a majority control of the board of directors, board of trustees or a functional equivalent thereof, of any Insured.

4. "Client" means any natural person or entity to whom you provide goods or services in exchange for a fee or pursuant to a written agreement.

5. "Computer program" means a set of related electronic instructions, which direct the operation and function of a computer or devices connected to it, which enables the computer or devices to receive, process, store or send "electronic data".

6. "Computer system" means:

a. Any computer, including transportable or handheld devices, electronic storage devices and related peripheral components;

b. Any systems and applications software; and

c. Any related telecommunications networks, including the Internet, connected to or used in conjunction with such computer or devices:

which, with regard to Paragraphs **a., b.** and **c.** above:

(1) Collects, transmits, processes, stores or retrieves "electronic data"; and

(2) Is:

(a) Owned, leased or operated by you;

(b) Owned and operated by an "employee" who has agreed in writing to your personal device use policy; or

(c) Operated by an authorized third party while performing services for you, but only with respect to your "electronic data".

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7. "Counterfeit money" means an imitation of "money", which is intended to deceive and to be taken as genuine.

8. "Custodian" means you, or any of your partners, "members" or "employees" while having care and custody of property inside the "premises", excluding any person while acting as a "watchperson" or janitor.

9. "Designated person" means:

a. Any insurance risk manager;

b. Any partner, "member", "manager", director or trustee;

c. Any elected, appointed or otherwise titled officer;

d. The highest-ranking "employee" at the "premises" where such "employee" performs the majority of his or her duties; or

e. Any administrator, fiduciary, director, trustee, officer or manager of an "employee benefit plan";

of any Insured.

10. "Discovery", "discover" or "discovered" means the time when a "designated person" first becomes aware of facts which would cause a reasonable person to assume that a loss of a type covered by this Policy has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.

"Discovery", "discover" or "discovered" also means the time when a "designated person" first receives notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this Policy.

11. "Electronic data" means information, facts, images or sounds stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software) on data storage devices, including hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

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12. "Employee":

a. Means:

(1) Any natural person:

(a) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any other fraudulent or dishonest act committed by the "employee";

(b) Whom you compensate directly by salary, wages or commissions; and

(c) Whom you have the right to direct and control while performing services for you;

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" defined in Paragraph **(1)** above, 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" defined in Paragraph **(2)** above;

(4) Any natural person who is:

(a) An administrator, director, trustee, manager or "employee", except an administrator or manager who is an independent contractor, of a "Non-ERISA employee benefit plan"; or

(b) A director, trustee or "employee" of an Insured sponsoring a "Non-ERISA employee benefit plan", while that person is engaged in handling "money", "securities" or "other property" of the plan;

(5) Any natural person who is a former "employee", partner, "member", "manager", director or trustee retained by you as a consultant while performing services for you;

(6) Any natural person who is a guest student or intern pursuing studies or duties;

(7) Any natural person employed by an entity merged or consolidated with you prior to the effective date of this Policy; and

(8) 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 your board of directors, board of trustees or functional equivalent thereof, to perform specific, as distinguished from general, directorial acts on your behalf.

b. Does not mean:

Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character not specified in Paragraph **a.** above.

13. "Employee benefit plan" means any "ERISA employee benefit plan" or "Non-ERISA employee benefit plan":

a. Shown in the Declarations as the first Named Insured; or

b. Included as an Insured and is sponsored:

(1) Solely by another Insured; or

(2) Jointly by another Insured and an employee organization, including a labor organization, solely for the benefit of that Insured's "employees".

14. "ERISA employee benefit plan" means any welfare or pension benefit plan that is subject to the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments thereto.

15. "ERISA plan official":

a. Means any natural person who is:

(1) An administrator, fiduciary, director, trustee, manager or "employee" of an "ERISA employee benefit plan"; or

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(2) A director, trustee or "employee" of an Insured sponsoring an "ERISA employee benefit plan", while that person is engaged in handling "money", "securities" or "other property" of such plan.

b. Does not mean:

Any agent, broker, financial institution, registered representative, investment advisor, independent contractor or representative of the same general character.

16. "Financial institution" means:

a. With regard to Insuring Agreement **A.3.:**

(1) A bank, savings bank, savings and loan association, trust company, credit union or similar depository institution; or

(2) An insurance company.

b. With regard to Insuring Agreement **A.6.:**

(1) A bank, savings bank, savings and loan association, trust company, credit union or similar depository institution;

(2) An insurance company; or

(3) A stock brokerage firm or investment company.

c. For Insuring Agreements other than Insuring Agreements **A.3.** and **A.6.,** any financial institution.

17. "Financial institution premises" means the interior of that portion of any building occupied by a "financial institution" listed in Paragraph **16.a.**

18. "Forgery" means the signing of the name of another person or entity with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.

19. "Fraud or dishonesty" means larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, wrongful conversion, willful misapplication or other fraudulent or dishonest act, including any act or arrangement prohibited by title 18, section 1954 of the U.S. Code.

20. "Manager" means a natural person serving in a directorial capacity for a limited liability company.

21. "Member" means an owner of a limited liability company represented by its membership interest who, if a natural person, may also serve as a "manager".

22. "Messenger" means you, or your relative, or any of your partners, "members" or "employees" while having care and custody of property outside the "premises".

23. "Money" means:

a. Currency, coins and bank notes in current use and having a face value;

b. Traveler's checks and money orders held for sale to the public; and

c. In addition, includes:

(1) Under Insuring Agreements **A.1.a., A.1.b., A.1.c.** and **A.2.,** deposits in your account at any "financial institution"; and

(2) Under Insuring Agreement **A.6.,** deposits in your account at any "financial institution" listed in Paragraph **16.b.**

24. "Non-ERISA employee benefit plan" means any welfare or pension benefit plan other than an "ERISA employee benefit plan".

25. "Occurrence" means:

a. Under Insuring Agreements **A.1.a.** and **A.1.c.:**

(1) An individual act;

(2) The combined total of all separate acts, whether or not related; or

(3) A series of acts, whether or not related;

committed by an "employee" acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, before such Policy Period or both during and before such Policy Period.

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b. Under Insuring Agreement **A.1.b.:**

(1) An individual act;

(2) The combined total of all separate acts, whether or not related; or

(3) A series of acts, whether or not related;

committed by an "ERISA plan official" acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, before such Policy Period or both during and before such Policy Period.

c. Under Insuring Agreement **A.2.:**

(1) An individual act;

(2) The combined total of all separate acts, whether or not related; or

(3) A series of acts, whether or not related;

committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the Policy Period shown in the Declarations, before such Policy Period or both during and before such Policy Period.

d. Under all other Insuring Agreements:

(1) An individual act or event;

(2) The combined total of all separate acts or events, whether or not related; or

(3) A series of acts or events, whether or not related;

committed by a person acting alone or in collusion with other persons, or not committed by any person, during the Policy Period shown in the Declarations, before such Policy Period or both during and before such Policy Period.

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26. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value. "Other property" does not include "computer programs", "electronic data" or any property specifically excluded under this Policy.

27. "Premises" means the interior of that portion of any building you occupy in conducting your business.

28. "Robbery" means the unlawful taking of property from the care and custody of a person by one who has:

a. Caused or threatened to cause that person bodily harm; or

b. Committed an obviously unlawful act witnessed by that person.

29. "Safe burglary" means the unlawful taking of:

a. Property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or

b. A safe or vault from inside the "premises".

30. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes:

a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) 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".

31. "Subsidiary":

a. Means any entity covered under this Policy:

(1) In which on or before the effective date of this Policy you own, directly or indirectly, greater than 50% of the outstanding securities or voting rights representing the present right to elect, appoint, or exercise a majority control over such entity's board of directors, board of trustees or functional equivalent thereof; or

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(2) That you form or acquire during the Policy Period shown in the Declarations in which you own, directly or indirectly, greater than 50% of the outstanding securities or voting rights representing the present right to elect, appoint or exercise a majority control over such entity's board of directors, board of trustees or functional equivalent thereof, subject to Paragraph **E.1.e.(2)** of the Consolidation – Merger – Acquisition Condition.

b. Does not mean:

Any joint venture or partnership in which you have an ownership interest, unless the joint venture or partnership is added as an Insured by endorsement.

32. "Theft" means:

a. The unlawful taking of property to the deprivation of the Insured; or

b. Solely with regard to Insuring Agreement **A.1.c.,** the unlawful taking of property to the deprivation of a "client".

33. "Transfer account" means an account maintained by you at a "financial institution" from which you can initiate the transfer, payment or delivery of "money" or "securities".

34. "Transfer instruction" means:

a. With regard to Insuring Agreement **A.6.b.,** an instruction received by a "financial institution", which is transmitted:

(1) By email, text message, instant message, telefacsimile, telephone or other electronic means; or

(2) In writing, other than an instrument covered under Insuring Agreement **A.2.;**

directing the "financial institution" to transfer, pay or deliver "money" or "securities" from your "transfer account" to a person, entity or account beyond your control.

b. With regard to Insuring Agreement **A.7.,** an instruction received by you, which is transmitted:

(1) By email, text message, instant message, telefacsimile, telephone or other electronic means; or

(2) In writing;

directing you to transfer, pay or deliver "money" or "securities" to a person, entity or account beyond your control.

35. "Vendor" means a natural person or entity that provides or has provided goods or services to you pursuant to a written agreement but does not include any financial institution or armored motor vehicle company.

36. "Watchperson" means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MARYLAND CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY
COMMERCIAL FIDELITY AND FORGERY POLICY
GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY
GOVERNMENT FIDELITY AND FORGERY POLICY
KIDNAP/RANSOM AND EXTORTION COVERAGE FORM
KIDNAP/RANSOM AND EXTORTION POLICY

A. Under the Commercial Crime Policy, Government Crime Policy, Commercial Fidelity And Forgery Policy and Government Fidelity And Forgery Policy, Paragraphs **(b), (c), (e)** and **(f)** of **(1) Policy Cancellation** under the **Cancellation Or Termination** Condition are replaced by the following:

(b) 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:

(i) 10 days before the effective date of cancellation if we cancel for nonpayment of premium.

(ii) 15 days before the effective date of cancellation if we cancel because the risk does not meet our underwriting standards.

(c) 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:

(i) 10 days before the effective date of cancellation if we cancel for nonpayment of premium.

(ii) 45 days before the effective date of cancellation if we cancel for any permissible reason other than nonpayment of premium, stating the reason for cancellation. Under this Paragraph **(c)(ii),** we may cancel only for one or more of the following reasons:

i. When there exists material misrepresentation or fraud in connection with the application, policy or presentation of a claim.

ii. A change in the condition of the risk that results in an increase in the hazard insured against.

iii. A matter or issue related to the risk that constitutes a threat to public safety.

If we cancel pursuant to Paragraph **(c)(ii),** you may request additional information on the reason for cancellation within 30 days from the date of our notice.

(e) If this Policy is cancelled, we will send the first Named Insured any premium refund due.

(i) The refund will be pro rata if:

i. We cancel; or

ii. 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.

(ii) If the first Named Insured cancels, other than the cancellation described in Paragraph **(i)ii.,** the refund will be calculated as follows:

i. Policies Written For One Year Or Less

We will refund 90% of the pro rata unearned premium.

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ii. Policies Written For More Than One Year

aa. 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.

bb. If the Policy is cancelled after the first year, we will refund the pro rata unearned premium.

iii. Continuous And Annual Premium Payment Policies

We will refund 90% of the pro rata unearned premium for the year in which the Policy is cancelled.

We will retain the minimum premium, except if the Policy is cancelled as of the inception date.

However, if this Policy is financed by a premium finance company and we or the premium finance company or the first Named Insured cancels the Policy, the refund will consist of the gross unearned premium computed pro rata, excluding any expense constant, administrative fee or nonrefundable charge filed with and approved by the insurance commissioner.

The cancellation will be effective even if we have not made or offered a refund.

(f) We will send notice of cancellation to the first Named Insured by "first-class mail tracking method" if:

(i) We cancel for nonpayment of premium; or

(ii) 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 "first-class mail tracking method" or by commercial mail delivery service if we cancel for a reason other than nonpayment of premium and this Policy:

(i) Is a renewal of a policy we issued; or

(ii) 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.

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B. Under the Commercial Crime Policy and Commercial Fidelity And Forgery Policy, Paragraph **(2) Policy Termination** under the **Cancellation Or Termination** Condition does not apply.

C. Under the Commercial Crime Policy and Commercial Fidelity And Forgery Policy, the following condition is added:

Change Of Control, Voluntary Dissolution Or Liquidation

1. The first Named Insured must notify us as soon as possible of a "change of control" or its voluntary dissolution or liquidation. We may cancel this Policy in accordance with Paragraphs **A.(b), (c)** and **(f)** above upon such "change of control", voluntary dissolution or liquidation.

2. The first Named Insured must notify us as soon as possible of a "change of control", voluntary dissolution or liquidation of any Insured other than the first Named Insured. We may cancel this Policy on such Insured in accordance with Paragraphs **A.(b), (c)** and **(f)** above upon such "change of control", voluntary dissolution or liquidation.

If this Policy is cancelled for any reason specified in Paragraph **1.** or **2.** above, we will send the first Named Insured any premium refund due in accordance with Paragraph **A.(e)** above.

D. Under the Commercial Crime Coverage Form, Government Crime Coverage Form and Kidnap/Ransom And Extortion Coverage Form, Paragraphs **2., 3., 5.** and **6.** of the **Cancellation** Common Policy Condition are replaced by the following:

2. When this Policy has been in effect for 45 days or less and is not a renewal policy, we may cancel this 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.

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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 any permissible reason other than nonpayment of premium, stating the reason for cancellation. Under this Paragraph **3.b.,** we may cancel only for one or more of the following reasons:

(1) When there exists material misrepresentation or fraud in connection with the application, policy or presentation of a claim.

(2) A change in the condition of the risk that results in an increase in the hazard insured against.

(3) A matter or issue related to the risk that constitutes a threat to public safety.

If we cancel pursuant to Paragraph **3.b.,** you may request additional information on the reason for cancellation within 30 days from the date of our notice.

5. If this Policy is cancelled, we will send the first Named Insured any premium refund due.

a. The refund will be pro rata if:

(1) We cancel; or

(2) The Policy is not a renewal policy, and the first Named Insured cancels upon receiving written notice that we recalculated the premium based on the discovery of a material risk factor during the first 45 days the Policy has been in effect.

b. If the first Named Insured cancels, other than the cancellation described in Paragraph **2.b.,** the refund will be calculated as follows:

(1) Policies Written For One Year Or Less

We will refund 90% of the pro rata unearned premium.

(2) Policies Written For More Than One Year

(a) If the Policy is cancelled in the first year, we will refund 90% of the pro rata unearned premium for the first year, plus the full annual premium for subsequent years.

(b) If the Policy is cancelled after the first year, we will refund the pro rata unearned premium.

(3) Continuous And Annual Premium Payment Policies

We will refund 90% of the pro rata unearned premium for the year in which the Policy is cancelled.

We will retain the minimum premium, except if the Policy is cancelled as of the inception date.

However, if this Policy is financed by a premium finance company and we or the premium finance company or the first Named Insured cancels the Policy, the refund will consist of the gross unearned premium computed pro rata, excluding any expense constant, administrative fee or nonrefundable charge filed with and approved by the insurance commissioner.

The cancellation will be effective even if we have not made or offered a refund.

6. We will send notice of cancellation to the first Named Insured by "first-class mail tracking method" if:

a. We cancel for nonpayment of premium; or

b. This Policy is not a renewal of a policy we issued and has been in effect for 45 days or less.

We will send notice to the first Named Insured by "first-class mail tracking method" or by commercial mail delivery service if we cancel for a reason other than nonpayment of premium and this Policy:

a. Is a renewal of a policy we issued; or

b. Has been in effect for more than 45 days.

We will maintain proof of mailing in a form authorized or accepted by the United States Postal Service or by other commercial mail delivery service when such service is used. Proof of mailing will be sufficient proof of notice.

E. Under the Commercial Crime Coverage Form, Paragraph **(1) Coverage Termination** under the **Cancellation Or Termination** Condition does not apply.

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F. Under the Commercial Crime Coverage Form, the following condition is added:

Change Of Control, Voluntary Dissolution Or Liquidation

1. The first Named Insured must notify us as soon as possible of a "change of control" or its voluntary dissolution or liquidation. We may cancel this insurance in accordance with Paragraphs **D.2., 3.** and **6.** above upon such "change of control", voluntary dissolution or liquidation.

2. The first Named Insured must notify us as soon as possible of a "change of control", voluntary dissolution or liquidation of any Insured other than the first Named Insured. We may cancel this insurance on such Insured in accordance with Paragraphs **D.2., 3.** and **6.** above upon such "change of control", voluntary dissolution or liquidation.

If this insurance is cancelled for any reason specified in Paragraph **1.** or **2.** above, we will send the first Named Insured any premium refund due in accordance with Paragraph **D.5.** above.

G. Under the Kidnap/Ransom And Extortion Policy, Paragraphs **(2), (3), (5)** and **(6)** of the **Cancellation Of Policy** Condition are replaced by the following:

(2) When this Policy has been in effect for 45 days or less and is not a renewal policy, we may cancel this 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.

(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 any permissible reason other than nonpayment of premium, stating the reason for cancellation. Under this Paragraph **(3)(b),** we may cancel only for one or more of the following reasons:

(i) When there exists material misrepresentation or fraud in connection with the application, policy or presentation of a claim.

(ii) A change in the condition of the risk that results in an increase in the hazard insured against.

(iii) 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.

(5) If this Policy is cancelled, we will send the first Named Insured any premium refund due.

(a) The refund will be pro rata if:

(i) We cancel; or

(ii) The Policy is not a renewal policy, and the first Named Insured cancels upon receiving written notice that we recalculated the premium based on the discovery of a material risk factor during the first 45 days the Policy has been in effect.

(b) If the first Named Insured cancels, other than the cancellation described in Paragraph **(a)(ii),** the refund will be calculated as follows:

(i) Policies Written For One Year Or Less

We will refund 90% of the pro rata unearned premium.

(ii) Policies Written For More Than One Year

i. 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.

ii. If the Policy is cancelled after the first year, we will refund the pro rata unearned premium.

(iii) Continuous And Annual Premium Payment Policies

We will refund 90% of the pro rata unearned premium for the year in which the Policy is cancelled.

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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.

(6) We will send notice of cancellation to the first Named Insured by "first-class mail tracking method" if:

(a) We cancel for nonpayment of premium; or

(b) This Policy is not a renewal of a policy we issued and has been in effect for 45 days or less.

We will send notice to the first Named Insured by "first-class mail tracking method" or by commercial mail delivery service if we cancel for a reason other than nonpayment of premium and this Policy:

(a) Is a renewal of a policy we issued; or

(b) Has been in effect for more than 45 days.

We will maintain proof of mailing in a form authorized or accepted by the United States Postal Service or by other commercial mail delivery service when such service is used. Proof of mailing will be sufficient proof of notice.

H. The following is added and supersedes any provision to the contrary:

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 "first-class mail tracking method" or by commercial mail delivery service. We will maintain proof of mailing in a form authorized or accepted by the United States Postal Service or by other commercial mail delivery service when such service is used. Proof of mailing will be sufficient proof of notice.

3. When we elect not to renew a policy that has been in effect for more than 45 days for a reason other than nonpayment of premium, we will provide a written statement of the actual reason for the refusal to renew. You may request additional information within 30 days from the date of our notice.

4. If we offer to renew at least 45 days before the renewal date and you fail to make the required premium payment by the renewal date, the Policy will terminate on the renewal date for nonpayment of premium.

I. Under the Commercial Crime Coverage Form, Commercial Crime Policy, Commercial Fidelity And Forgery Policy, Government Crime Coverage Form, Government Crime Policy and Government Fidelity And Forgery Policy, the **Legal Action Against Us** Condition is replaced by the following:

Legal Action Against Us

You may not bring any legal action against us involving loss unless:

1. You have complied with all the terms of this Policy; and

2. The action is brought within three years from the date it accrues.

J. Under the Kidnap/Ransom And Extortion Coverage Form and Kidnap/Ransom And Extortion Policy, the **Legal Action Against Us** Condition is replaced by the following:

Legal Action Against Us

You may not bring any legal action against us involving loss unless:

1. You have complied with all the terms of this Policy; and

2. The action is brought within three years from the date it accrues.

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K. Under the Commercial Crime Coverage Form, Commercial Crime Policy, Commercial Fidelity And Forgery Policy, Government Crime Coverage Form, Government Crime Policy and Government Fidelity And Forgery Policy, the **Concealment, Misrepresentation Or Fraud** Condition is replaced by the following:

Concealment, Misrepresentation Or Fraud

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

1. This insurance;

2. The property covered under this insurance;

3. Your interest in the property covered under this insurance; or

4. A claim under this insurance.

L. Under the Kidnap/Ransom And Extortion Coverage Form and Kidnap/Ransom And Extortion Policy, the **Concealment, Misrepresentation Or Fraud** Condition is replaced by the following:

Concealment, Misrepresentation Or Fraud

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

1. This insurance;

2. A person insured under this insurance;

3. The "property" covered under this insurance;

4. Your interest in the "property" covered under this insurance; or

5. A claim under this insurance.

In Process

M. The following definition is added:

"First-class mail tracking method" means a method that provides evidence of the date that a piece of first-class mail was accepted for mailing by the United States Postal Service, including a certificate of mail and an electronic mail tracking system used by the United States Postal Service.

"First-class mail tracking method" does not include a certificate of bulk mailing.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FRAUDULENT IMPERSONATION – EXTENDED COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY
GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY

With regard to this Fraudulent Impersonation – Extended Coverage endorsement, the provisions of the Coverage Form or Policy to which this endorsement is attached apply, unless modified by this endorsement.

A. In Section **A. Insuring Agreements:**

Insuring Agreement **7. Fraudulent Impersonation** is replaced by the following:

7. Fraudulent Impersonation – Extended Coverage

We will pay for:

a. Loss resulting directly from you having acted upon a "transfer instruction" that was, in fact, issued by a "client" or "vendor", but in which the bank account information or wire transfer instructions of such "client" or "vendor" had been changed by you acting in good faith reliance upon a "change of account request" purportedly issued by an "authorized person" or the "client" or "vendor", but which "change of account request" proves to have been fraudulently issued by an imposter without the knowledge or consent of the "authorized person", "client" or "vendor" and the fraudulent act resulted in you transferring, paying or delivering "money", "securities" or "other property" to a person, entity or account beyond your control; or

b. Loss resulting directly from you having acted in good faith reliance upon a "transfer instruction" purportedly issued by an "authorized person", "client" or "vendor" and you transferred, paid or delivered "money", "securities" or "other property" to a person, entity or account beyond your control, but which "transfer instruction" proves to have been fraudulently issued by an imposter without the knowledge or consent of the "authorized person", "client" or "vendor".

B. In Section **F. Definitions:**

Paragraph **b.** of the definition of "transfer instruction" is replaced by the following:

b. With regard to Insuring Agreement **A.7.,** an instruction received by you, which is transmitted:

(1) By email, text message, instant message, telefacsimile, telephone or other electronic means; or

(2) In writing;

directing you to transfer, pay or deliver "money", "securities" or "other property" to a person, entity or account beyond your control.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY
COMMERCIAL FIDELITY AND FORGERY POLICY
GOVERNMENT CRIME POLICY
GOVERNMENT FIDELITY AND FORGERY POLICY
KIDNAP/RANSOM AND EXTORTION POLICY

The following is added to Paragraph **1.** of Section **E. Conditions:**

The premium for this Policy 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.

(In the Kidnap/Ransom And Extortion Policy, the provision above is added to Section **E.2. Other Conditions.**)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY
COMMERCIAL FIDELITY AND FORGERY POLICY
GOVERNMENT CRIME POLICY
GOVERNMENT FIDELITY AND FORGERY POLICY

A. The following is added to Section **D.1. Exclusions Applicable To All Insuring Agreements:**

We will not pay for loss or damage resulting directly or indirectly from 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 or damage.

1. The failure, malfunction or inadequacy of:

a. Any of the following, whether belonging to any Insured or to others:

(1) Computer hardware, including microprocessors;

(2) Computer application software;

(3) Computer operating systems and related software;

(4) Computer networks;

(5) Microprocessors (computer chips) not part of any computer system; or

(6) Any other computerized or electronic equipment or components; or

b. Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **a.** above;

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.

2. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for any potential or actual problems described in Paragraph **1.** above.

B. The following is added to Section **E.1. Conditions Applicable To All Insuring Agreements:**

1. If an excluded cause of loss as described in Paragraph **A.** above results in a covered cause of loss under this insurance, we will pay only for the loss or damage.

2. We will not pay for repair, replacement or modification of any items in Paragraphs **A.1.a.** and **A.1.b.** above to correct any deficiencies or change any features.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCLUDE VOLUNTEER WORKERS AS EMPLOYEES

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY
COMMERCIAL FIDELITY AND FORGERY POLICY
GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY
GOVERNMENT FIDELITY AND FORGERY POLICY

In Section **F. Definitions:**

The definition of "employee" is amended to include any non-compensated natural person:

1. Other than one who is a fund solicitor, while performing services for you that are usual to the duties of an "employee"; or
2. While acting as a fund solicitor during fundraising campaigns.

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POLICY NUMBER: 412401-13-93-90-9Y

CRIME AND FIDELITY
CR 25 41 06 22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCLUDE DESIGNATED PERSONS OR CLASSES OF PERSONS AS EMPLOYEES

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY
COMMERCIAL FIDELITY AND FORGERY POLICY
GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY
GOVERNMENT FIDELITY AND FORGERY POLICY

and applies to the Employee Theft Insuring Agreement.

SCHEDULE

In Process

Persons Or Classes Of Persons
PROPERTY MANAGER
BOARD MEMBERS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

In Section **F. Definitions:**

The definition of "employee" is amended to include any natural person or group of persons named or described in the Schedule.

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ARTICLES OF INCORPORATION

OF

WOODBRIDGE CENTER HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of Corporations and Associations Articles of the Annotated Code of Maryland, as amended, authorizing the formation of Corporations, the undersigned, a resident of the State of Maryland, and of full age, has this day voluntarily associated himself for the purpose of forming a corporation and does hereby certify:

ARTICLE I

The name of the corporation (hereinafter called the "Corporation") is WOODBRIDGE CENTER HOMEOWNERS ASSOCIATION, INC.(hereinafter referred to as the "Association").

ARTICLE II

The Corporation is organized, and shall be operated as a non-profit membership corporation, and no part of the net earnings of the Corporation shall inure to the benefit or be distributed to its members, Directors, Officers, or other private persons, except that the Corporation is authorized and empowered to pay reasonable compensation for services rendered and to make payments and distribution in furtherance of the purpose herein provided in Article V.

ARTICLE III

The principal office of the Association is located at 910 Woodbridge Center Way, Edgewood, Maryland 21040.

ARTICLE IV

Diane Elliott, whose address is 1346 East Spring Meadow Court, Edgewood, Maryland 21040, is resident agent of this Association. Said agent is a citizen of Maryland and actually resides therein.

ARTICLE V

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described in "EXHIBIT A" attached hereto, and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this

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Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration" applicable to the property, and recorded or to be recorded in the Office of the Clerk of the Circuit Court for Harford County, Maryland, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment 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, imposed against the property of the Association;

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(c) acquire (by gift, purchase or otherwise), own hold, improve, build upon, operate,maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) have and to exercise any and all powers, rights, and privileges which a non-stock corporation organized under the laws of the State of Maryland may have as such laws now exist or are hereafter in effect;

(h) grant such easements upon, over, under, and across Common Areas for sewer, water, storm water drainage, gas, electric and telephone lines and for such other public utilities as are

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proper and convenient for the use and enjoyment of the buildings erected and to be erected in the subdivision of the property, which subdivision is known or is to be known as Woodbridge Center;

(i) grant easements and/or licenses for ingress and egress over the Common Areas for trash collection, snow removal, police protection and such other purposes as are proper for the use and benefit of the owners of houses erected and to be erected in the aforesaid subdivision.

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ARTICLE VI

MEMBERSHIP

The Corporation shall not be authorized to issue capital stock. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VII

VOTING RIGHTS

The Association shall have two classes of voting membership.

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot 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 they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member(s) shall be the Declarant (as defined in the Declaration) 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 on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership. Provided, however, the Class B Membership shall be revived (and the Company shall again be entitled to three votes for each Lot owned by the Company) during any periods of time occurring before the tenth anniversary of the date of the Declaration, when by reason of the annexation of additional land as a part of the

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Property additional Lots owned by the Company exist which, when added to the other Lots then owned by the Company would result in the Company having more than 50% of the votes of the Association were the Company to have three votes for each Lot owned by the Company instead of only a single vote for each Lot owned by the Company instead of only a single vote for each Lot owned by the Company.) or

(b) on the tenth anniversary date of this Declaration

ARTICLE VIII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association, but shall never be less than three (3). The name and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

Diane Elliott	1346 East Spring Meadow Court Edgewood, Maryland 21040
Charles Collins	838 Angel Valley Court Edgewood, Maryland 21040
Brian Ford	723 Rainbow Court Edgewood, Maryland 21040

At the first annual meeting, the members shall elect one Director for a term of one year, one Director for a term of two years, and one Director for a term of three years, and at each annual meeting thereafter, the members shall elect one Director for a term of three years.

ARTICLE IX

The initial Board of Directors of the Corporation will have the right to establish By-Laws for the governing of affairs of the Corporation. Said By-Laws shall provide for an annual meeting of the membership of the Corporation and shall accordingly affix a time for such meetings. Said By-Laws may be amended by the vote of two-thirds (2/3) majority of those present and by voting in person or by proxy at any membership meeting of the Corporation duly called for the purpose.

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ARTICLE X

DURATION

The Corporation shall exist perpetually.

ARTICLE XII

AMENDMENTS

Amendments of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

ARTICLE XIII

FHA/VA APPROVAL

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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, merger and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this Corporation, under the laws of the State of Maryland, the undersigned, has executed these Articles of Incorporation this 6th day of August, 1986.

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STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY, that on this 1st day of August, 1986, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Morris Wolf, and acknowledged the foregoing Articles of Incorporation to be his respective act.

WITNESS my hand and notarial seal.

Notary Public

Commission expires: 7-1-90

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DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, Made this 6th day of August, 1986, by HANSON DEVELOPMENT CORP., a Maryland Corporation, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Harford County, Maryland, which is more particularly described and set out in "EXHIBIT A" attached hereto; and

WHEREAS, Declarant desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common areas and community facilities; and to this end desires to subject the real property described in "EXHIBIT A" hereof to the covenants, restrictions, easements, charges, and liens, hereinafter set forth each and all of which is and are for the benefit of said property and the subsequent owners hereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community to create an Association to which should be delegated and assigned the powers and duties of maintaining and administering the common areas and community facilities, administering and enforcing the within covenants and restrictions and disbursing the charges and assessments hereinafter created; and

WHEREAS, the Declarant has formed or intends to form WOODBRIDGE CENTER HOME OWNERS ASSOCIATION, INC. as a nonprofit corporation without capital stock under the General Laws of the State of Maryland, for the purposes of carrying out the powers and duties aforesaid.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, its heirs, successors and assigns, and shall inure to the benefit of each owner thereof. The total number of lots described in Exhibit A is 119.

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ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Woodbridge Center Homeowners Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title or a leasehold title that may from time to time be created by a lease for a term of more than 10 years on a lot to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use

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and enjoyment of the owners. In the event any "Lot" is subjected to a Condominium Regime, the Common Area of that Lot shall not be owned by the "Association." The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All that property as more fully described in "EXHIBIT B" attached hereto.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any subdivision recorded plat of the properties with the exception of the Common Area. In the event any Lot shown on any Subdivision Plat is subjected to a Condominium Regime pursuant to the Laws of the State of Maryland, each Condominium Unit, and not the Lot, shall be deemed a "Lot".

Section 6. "Single Family Lot" shall mean any lot on which is constructed a free standing single family house.

Section 7. "Declarant" shall mean and refer to Hanson Development Corp., its successors and assigns, if such successors and assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development or construction of homes and/or condominium units.

Section 8. "Mortgagee" shall mean any mortgagee or trustee under a Deed of Trust which has a lien on a lot.

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ARTICLE II

PROPERTY RIGHTS

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

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility which may be situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to the use of the recreational facilities by an Owner for any period during which assessments against his or her lot remains unpaid; and for a period not to exceed sixty (60) days from any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, 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 instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded. Any such dedication or transfer shall be subject to the approval of Harford County, Maryland, for its requirements.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his or her right of enjoyment to the Common Area and facilities to the members of his or her family, tenants, guests, or contract purchasers who reside on the property.

Section 3. Encroachment. In the event any portion of the common areas encroaches upon any building or any building encroaches upon the common areas, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the planned unit development, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

Section 4. Leases. Any lease agreement between an owner and a

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lessee shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration, Articles of Incorporation, and the By-Laws, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be required to be in writing, and for a term of not less than six (6) months. The lease shall in no way relieve the owner of any duty or obligation imposed by this Declaration.

Section 5. Parking. The planned unit development will contain sufficient parking space to accomodate at least one automobile for each owner. The Association may assign the parking spaces to its members.

Section 6. Rules and Regulations. Each Owner shall fully and faithfully comply with the rules, regulations and restrictions applicable to use of the Common Areas, as these rules, regulations and restrictions are from time to time adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Area. Each Owner shall comply with the covenants, agreements and restrictions imposed by this Declaration for the use and enjoyment of the Common Area.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to an assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership.

Class A. Class A members shall all be owners, with the exception of the Declarant, and shall be entitled to one vote for each lot 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 they determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. Class B member(s) shall be the Declarant 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 on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership. Provided, however, the Class B Membership shall be revived (and the Declarant shall again be entitled to three votes for each Lot owned by the Declarant) during any periods of time occurring before the tenth anniversary of the date of the Declaration, when by reason of the annexation of additional land as a part of the Property additional Lots owned by the Declarant exist which, when added to the other Lots then owned by the Declarant, would result in the Declarant having more than 50% of the votes of the Association were the Declarant to have three votes for each Lot owned by the Declarant instead of only a single vote for each Lot owned by the Declarant.) or

(b) on the tenth anniversary date of this Declaration.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed

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therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person or entity who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his or her successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the properties if and when necessary to carry out the Association's power to provide emergency exterior maintenance. The assessments are not to be used for the improvement or maintenance of any Condominium Common Areas.

The assessments shall include an adequate reserve fund for maintenance, repairs and replacement of those elements of the common property that must be replaced on a periodic basis and are payable in regular installments rather than by special assessments.

Section 3. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the Common Area in the Planned Unit Development to the Association, the maximum annual assessment shall be Sixty ($60) per lot.

(a) From, and after January 1st of the year immediately following the conveyance of the Common Areas in the Planned Unit Development to the Association, the maximum annual assessment shall be as follows:

(i) For all Townhouse lots it shall be $216 per lot.

(ii) For all Single Family Lots and Condominium Units it shall be $180 per lot or unit.

(b) From and after January 1st of the year immediately following the conveyance of the Common Areas in the Planned Unit Development to the Association, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of membership, except as specified in (a) above.

(c) From and after January 1st of the year immediately following the conveyance of the Common Areas in the Planned Unit Development to the Association, the maximum annual assessment may be increased above 10% by a vote of two thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, except as specified in (a) above.

(d) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only 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, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

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Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking action authorized under Sections 3 and 4 shall be sent to all members in the written format provided by the By-Laws not less then thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting shall be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at the rate set out in Article IV, Section 3 for all lots and may be collected on a quarterly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area in the Planned Unit Development to the Association. The first annual assessment 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 lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance. The annual assessments provided for herein with respect to any land which may be annexed to the property, as set forth in Article X hereof, shall commence as to the lots on such land on the first day of the month following the Conveyance of the Common Area in said annexed land by the Declarant to the Association.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum interest rate allowed by law per annum. The Association may bring an action of law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the lot.

Section 9. Subordination of the Lien Mortgages. The lien of the assessments provided for herein shall be subordinant to the lien of any first mortgage. Sale or transfer of any lot shall not effect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Assessment Charges to Declarant. Notwithstanding the above, during the period of construction of improvements, the Declarant for each lot owned within the property from and after the conveyance of the Common Area in the Planned Unit Development to the Association and all subsequent lots which may hereinafter be brought within the jurisdiction of the Association hereby covenants and agrees to pay to the Association twenty-five percent (25%) of the annual assessments or charges and special assessments for capital improvements as provided in said Declaration on those lots.

Section 11. Special Pool Assessment. There shall be a $300.00 pool assessment due on the transfer of each Lot by the Declarant. This assessment shall be a one time charge only and due at the time of settlement and paid to the Declarant.

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ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. Except for original construction and/or development by the Declarant, and except for any improvements to any lot or to the common areas accomplished by the Declarant concurrently with said construction and/or development, and except for purposes of proper maintenance and repair, no building, fence, wall or other improvements or structures shall be commenced, directed, placed, moved, altered or maintained upon The Property, nor shall any exterior addition to or change (including any change of color) or other alteration thereupon be made until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction and/or any other proposed form of change (including, without limitation, any other information specified by the Architectural Control Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the community by an Architectural Control Committee designated by the Board of Directors.

Subject to the same limitations as hereinabove provided for, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any awnings, patio covers, decorations, fences, aerials, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any improvements constructed upon any lot, or to combine or otherwise join two or more dwellings, or to partition the same after combination, or to remove or alter any windows or exterior doors of any dwelling, or to make any change or alteration within any dwelling which will alter the structural integrity of the building or otherwise affect the property, interest or welfare of any other lot owner, materially increase the cost of operating or insuring any of the common areas or impair any easement until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction and/or any other proposed form of change (including, without limitation, any other information specified by the Architectural Control Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conform with the design concept for the community by the Architectural Control Committee designated by the Board of Directors.

Section 2. Operation. The Board of Directors shall appoint an Architectural Control Committee. The Architectural Control Committee shall be composed of three (3) or more natural persons designated from time to time by the Board of Directors of the Association and such persons shall serve at the pleasure of the Board of Directors. The affirmative vote of a majority of the members of the Architectural Control Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article.

Section 3. Approvals, etc.

(a) Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of such Committee. The Committee shall notify the owner by letter of its approval or disapproval of any plans and specifications submitted to it. In the event the Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions

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of this Article within sixty (60) days after such plans and specifications (and all other materials and information required by the Architectural Control Committee) have been submitted to it in writing, then approval will not be required and this Article will be deemed to have been fully complied with.

(b) Notwithstanding any provision to the contrary in this Declaration, nothing shall be constructed in the common areas without the prior approval of Harford County.

Section 4. Limitations. Construction or alterations in accordance with plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by the Committee (whether by affirmative action or by forbearance from action, as in Section 3 of this Article provided), and shall be substantially completed within twelve (12) months following the date of commencement, or within such other period as the Committee shall have conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviation from the plans and specifications approved by the Committee without the prior consent in writing of the Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Committee to disapprove such plans and specifications which are subsequently submitted for use in any other instance. This will not release any owner from obtaining any necessary permits required by the County or State.

Section 5. Rules and Regulations. The Architectural Control Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish and/or record such statements of policy, standards, guidelines and/or establish such criteria relative to architectural styles or details, colors, setbacks, materials or other matters relative to architectural control and the protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. The Architectural Control Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article. The decisions of the Architectural Control Committee shall be final except that any member who is aggrieved by any action or forbearance from action by the Committee (or by any policy, standards or guidelines established by the Committee) may appeal the decision of the Architectural Control Committee to the Board of Directors and, upon the request of such member, shall be entitled to a hearing before the Board of Directors of the Association.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omission shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party

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wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an owner who by his or her negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrator shall choose one additional arbitrator, and the decisions shall be by a majority of all of the arbitrators.

ARTICLE VII

EXTERIOR MAINTENANCE

In the event the owner of any lot in the properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two thirds (2/3) vote of the Board of Directors, shall have the right, through its agents, and employees, to enter upon said parcel and to repair, maintain and restore the lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become a part of the assessment to which such lot is subject.

ARTICLE VIII

EASEMENTS AND USE RESTRICTIONS

Section 1. Prevention of Unkempt Buildings and Grounds. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt condition of such lot of buildings thereon which shall impair the beauty of the neighborhood.

Section 2. Noxious or Offensive Things. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon causing embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals or device or thing of any sort whose activity or existence is, in the opinion of the Board of Directors of the Association, noxious, dangerous, offensive or of a nature as shall destroy or dimish the enjoyment of other property in the neighborhood by the owners thereof.

Section 3. Utility Easements. The Declarant reserves unto itself its successors and assigns, a perpetual, alienable and releaseable easement and right on, over, and under the ground, to install and maintain electronic and telephone poles, wires, cables, conduits, cable TV, sewers, watermains and other suitable equipment, gas, sewer, water, or other public utilities on, in, or over the lots and easement areas as shown on the recorded plat, and Declarant reserves the right to install electric and/or utility meters on the exterior of any dwelling or improvement located on any lot. Said meters may serve the improvements to which they are attached, and may serve other improvements located within the property. A perpetual easement running with each lot shall exist for the placement of such electric

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and other utility meters on the exterior of the improvement located on said lots.

Section 4. Residential Use of Lots. All lots shall be used for residential purposes exclusively.

Section 5. Temporary Structures or Living Quarters. No trailer, unsightly, damaged or stored vehicles, mobile home, tent, camper, caravan, treehouse, boats, commercial vehicles, or temporary living or camping quarters or sheds, outbuildings or structures shall be placed on any lot or parking areas at any time except with the approval of the Association, and then only in accordance with the rules and regulations which may be established by the Association.

Section 6. Signs. No sign shall be placed or maintained on any lot except "For Sale" and "For Rent" signs. Except for Developers and Builders, "For Sale" and "For Rent" signs shall not be placed or maintained on any Lot for a period of ten (10) years from the date hereof at which time such signs shall be of reasonable size as may be determined by the Association.

Section 7. Fences. No fence shall be constructed along the front lot lines closer than the rear building lines, and no fence may encroach into the side yard of any end house in said development, and before the construction of any fence, approval of the Architectural Control Committee shall be attained as provided in Article V. No fence shall be more than four (4) feet in height and shall not be of metal construction.

Section 8. The maintenance, keeping, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited on any lot or within any dwelling situate upon said lot except that this shall not prohibit the keeping of (1) dog or (2) cats and/or caged birds as domestic pets, provided they are not kept, bred or maintained for commercial purposes.

Section 9. Garbage and Trash. All garbage and trash shall be kept in covered containers and shall not be visible from neighboring units except as required for collection (No garbage or trash may be thrown in the Common Area).

Section 10. Outside Clothes Lines. Outside clothes lines or clothes trees shall not be permitted.

Section 11. Garments and Rugs. No garments, rugs, and/or any other materials may be hung from the windows or from any of the facades of the project. No rugs or other materials may be dusted from the windows, no rugs may be cleaned by beating on the exterior part of the buildings, and no dust, trash or garbage may be thrown out of any of the windows of any building.

Section 12. Outside Antennas. Without prior written approval of the Association, no exterior television, radio or dish antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the property.

Section 13. Patios. No patio or deck may be used for the storage of any toys or recreational equipment (but excluding out-door patio furniture), lawn mowers or lawn care equipment.

Section 14. Utilities. The rights and duties with respect to sanitary and water, cable T.V., electricity, gas and telephone lines and other common utilities shall be governed by the following:

(a) Whenever water, sanitary sewer, electricity, gas, cable T.V. or telephone connections, lines, cables or any portion thereof are or have been installed within the property, the owner of any lot, or the Association shall have the right and are hereby granted an easement to

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the extent necessary therefor, to enter upon or have a utility company enter upon any portion of the property in which said installation lies, to repair, replace and generally maintain said installation.

(b) The right granted in subparagraph (a) above shall be only to the extent necessary to entitle the owner or Association serviced by said installation to its full reasonable use and enjoyment, and provided further that anyone exercising said right shall be responsible for restoring the surface of the easement area so used to its condition prior to such use.

(c) In the event of a dispute between owners with respect to the repair or rebuilding of said installations, or with respect to sharing of the cost thereof, upon written request of one of such owners addressed to the Association, the matter shall be submitted to its Board of Directors who shall decide the dispute, and the decision of the Board shall be final and conclusive on the parties. Any change caused by such rebuilding shall be subject to prior written approval of

(d) Easements over the property for the installation and maintenance of electric, telephone, cable T.V., water, gas, drainage and sewer lines and facilities and the like are hereby reserved by the Declarant, together with the right to grant and transfer the same during such time that Declarant is the owner of any part or all of the property. Declarant also reserves the right to enter upon the Common Areas and lots for the purpose of completing the improvements thereon, and for the further purpose of carrying out any obligations which it may have, or assume, with respect to the curing of any defects in workmanship or materials in the property or the improvements thereon or to correct any condition which adversely affects the property or any portion thereof.

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Section 15. Sales Office, Etc. Nothing contained in this Declaration shall be construed to in any way, limit the right of Declarant to use any lot owned by Declarant or the Common Area for the purpose of a construction office, sales office, and/or for model and display purposes and for the carrying out of the above activities, and/or storage compound and parking lot for sales, marketing and construction.

ARTICLE IX

COMMON AREA

Section 1. Grant. The Declarant shall grant and convey to the Association, and the latter shall take and accept from the Declarant, the Common Areas shown on a subdivision plat which is subject to this Declaration, not later than the date the first Lot shown on the subdivision plat which is improved by a dwelling is conveyed to an Owner. At the time of the conveyance the Common Area shall be free of any mortgages, judgments liens or similar liens or encumbrances.

Section 2. Reservations. The Association shall hold the Common Area conveyed to it subject to the following:

(a) The reservation, to the Declarant, its successors and assigns, of the beds, in fee, of all streets, avenues and public highways shown on the sudivision plat which includes the Common Area so conveyed.

(b) The reservation to the Declarant, its successors and assigns, of the right to lay, install, construct and maintain, on, over, under or in those strips across land designated on the subdivision plat, as "Drainage and Utility Easement", "Sewer Easement", "Drainage and Sewer Easement", "Open Space", and "Area Reserved for Future Road", or otherwise designated as an easement area, or on, over, under, or in any portion of any Common Area, pipes, drains, mains, conduits, lines and other facilities for water, storm sewer, sanitary sewer, gas,

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electric, telephone and other public utilities or quasi-public utilities deemed necessary or advisable to provide adequate service to any Lot now or hereafter laid out or established on the Property, or the area in which the same is located, together with the right and privilege of entering upon the Common Area for such purposes and making openings and excavations therein.

(c) The reservation to the Declarant, its successors and assigns, for the right to enter upon any Common Area conveyed to the Association for the purpose of construction or completing the construction of improvements and the landscaping of the Common Area.

(d) The reservation to the Declarant, its successors and assigns, of the right to continue to use and maintain any storm water management ponds and any sediment control ponds or facilities located on any Common Area conveyed to the Association.

Section 3. Use. All common areas may be used for and only for parks and recreational purposes, postal boxes, parking, trash storage and collection, ingress and egress, and for common utilities, including but not limited to storm water and sanitary sewers, telephone, dish, water, gas, electricity and cable T.V., and for such other purposes authorized by the Association or its Board of Directors subject to the provisions of this Declaration.

ARTICLE X

ANNEXATION

Declarant shall have the unilateral right, privilege and option without the approval of any other members of the Association from time to time at any time for ten (10) years from the date hereof to annex all or any portion of the land described in Exhibit C attached hereto and made a part hereof by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions approved by Harford County with respect to such land, which shall extend the scheme of the covenants, conditions and restrictions of this Declaration to such land, which land shall thereupon become part of the property in accordance with the general plan heretofore approved by the Federal Housing Authority (F.H.A.) and/or the Veterans Administration (V.A). Upon the filing of such Supplemental Declaration, owners of lots situated on the annexed land shall be subject to the same obligations and entitled to the same privileges as applied to the owners of lots in the initial property. Declarant shall have the unilateral right to transfer or assign to any person, partnership, corporation and/or other entity the said right, privilege and option to annex the aforesaid land described in Exhibit C which is herein reserved to Declarant provided that such transferee or assignee shall be the developer of at least a portion of said land. The total number of lots that may be added is 1051 which would make the maximum number of lots 1170 if all the land described in Exhibit C is annexed.

Other additional land may be annexed to the property and the Association only upon the approval of two-thirds (2/3) of the Class A and Class B members voting in person or by proxy at the meeting at which such approval is sought. If any lot is security for any mortgage or deed of trust insured by the F.H.A. or the V.A., as long as there is a Class B member(s), the approval of the F.H.A. and/or V.A. as the case may be shall be required prior to the annexation of any additional land. The annexation authorized hereunder shall be made by filing on record a Supplemental Declaration of Covenants, conditions and Restrictions approved by Harford County with respect to the additional land, which shall extend the scheme of the covenants, conditions and restrictions of this Declaration to such land, which land shall thereupon become part of the property. Upon the filing of any Supplemental Declaration, owners of lots situated on the annexed land shall be subject to the same obligations and entitled to the same privileges as applied to the owners of lots in the initial property.

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ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, 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 a waiver of the right to do so thereafter.

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. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each. This Declaration may be amended during the first thirty-year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be recorded. So long as there are Class B members of the Association, this Declaration may be amended if said amendment is required by F.H.A., V.A., F.N.M.A., or similar governmental agency, organization or authority, without the assent of the Class A members of the Association. The requirements of this Section do not apply to Article X pertaining to annexation. Any amendment must be approved by Harford County.

ARTICLE XII

MORTGAGES

Section 1. Notice to Board of Directors. A lot owner who mortgages his lot shall, in writing, notify the Board of Directors of the name and address of his mortgagee.

Section 2. Written Notification. A first mortgagee, upon request, is entitled to written notification from the Association of any default in the performance by the individual owner borrower of any obligation imposed by this Declaration or any other document pertaining to the community hereinbefore described which is not cured within sixty (60) days.

Section 3. Written Approval. Unless at least sixty-seven percent (67%) of the first mortgagees (based upon one vote for each first mortgage owned) or owners (other than Class B members) of the individual lots in the community have given their prior written approval, the Association shall not be entitled to:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common property owned directly or indirectly, by such Association, for the benefit of the lots in the community;

The granting of easements for public utilities or for other purposes consistent with the intended use of such common property by the Association shall not be deemed a transfer within the meaning of this clause.

(b) change the method of determining the obligations, assessments, dues or other charges which may be levied against a unit owner;

(c) by act or omission change, waive, or abandon any scheme of

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regulations, or enforcements thereof, pertaining to the architectural design or the exterior appearance of buildings, the exterior maintenance of buildings, the maintenance of common property, party walls, or common fences and driveways, or the upkeep of lawns and plantings in the community;

(d) fail to maintain fire and extended coverage on insurable common property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost);

(e) use hazard insurance proceeds for losses to community common property for other than the repair, replacement or reconstruction of such common property;

(f) change the voting rights;

(g) change any requirements for insurance or fidelity bonds;

(h) change the restrictions on leasing of property;

(i) make any change from professional management to self management if professional management had been required.

(j) make any material amendment to the Declaration or to the By-Laws of the Owners Association.

Section 4. First mortgagees shall have the right:

(a) to examine the books and records of the Association or any entity which owns the common property of the Association;

(b) to inspect the books and records of the Association during normal business hours;

(c) to receive an annual audited financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association;

(d) to receive written notice of all meetings of the owners Association and be permitted to designate a representative to attend all such meetings; and

(e) to receive written notice of any loss to or taking of the Common Areas of the Property if such loss or taking exceeds Ten Thousand Dollars ($10,000.00).

Section 5. If any lot or portion thereof or the common areas or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then any first mortgagee of a lot will be entitled to timely written notice of any such proceeding or proposed acquisition and no provision of any document establishing the Association will entitle the owner of a lot or other party to priority over such first mortgagee with respect to the distribution of the proceeds of any award or settlement.

Section 6. Delinquent Charges. First mortgagees of any lot owner may jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any common property and may pay overdue premiums on hazard insurance policies, for such common property and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association. Entitlement to such reimbursement is reflected in an agreement in favor of all first mortgagees of lot owners duly executed by the Association, and an original or certified copy of such agreement is possessed by the owner.

Section 7. No provision of the Association documents gives an

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owner or any other party priority over any rights of first mortgagees of owners in the community pursuant to their mortgages in the case of a distribution to owners of insurance proceeds or condemnation awards for losses to or taking of Association common property.

Section 8. FHA/VA Approval. 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: dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 9. Conflicts. In case of any conflict between this Declaration, the Articles of Incorporation, and the By-Laws of the Association, the Declaration shall control.

In Process

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IN WITNESS, the signature of Morris Wolf

WITNESS:

HANSON DEVELOPMENT CORP.

By: Morris Wolf,
President

STATE OF MARYLAND, Carroll County, to wit:

I HEREBY CERTIFY that on this 6th day of August, 1986, before me, the subscriber, a Notary Public of the State and ~~Baltimore~~ County aforesaid, personally appeared Morris Wolf, President of Hanson Development Corp., and he acknowledged the foregoing Declaration to be its act.

Witness my hand and notarial seal.

My commission expires: 7/1/90

John P. Machen and Stuart N. Wechsler, Substitute Trustees, join in the execution of the within Declaration for the purpose of subordinating the lien, legal operation, and effect to Deed of Trust dated October 19, 1984 and recorded among the Land Records of Harford County in HDC No. 1248, folio 522, as amended by Supplement to Deed of Trust dated April 9, 1986 and recorded among the Land Records of Harford County in Liber 316, folio 1044, to the legal operation and affect of the herein restrictions and the execution hereof shall not, in any other way, effect the lien of said Deed of Trust or operate as a release as to any of the properties therein described or as shown on the Plats of Woodbridge Center herein referred to.

John P. Machen, Substitute Trustee

Stuart N. Wechsler, Substitute Trustee

STATE OF MARYLAND, ~~COUNTY~~ City OF Baltimore, to wit:

I HEREBY CERTIFY, that on this 1 day of ~~July~~ August, 1986, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared John P. Machen, Substitute Trustee, and acknowledged the foregoing Subordination to be his act,

WITNESS my hand and notarial seal.

Notary Public

My Commission expires: 7/1/90

LIBER 1337 FOLIO 0395

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1337, p. 0395, MSA_CE54_1224. Date available 03/28/2006. Printed 09/25/2019.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

STATE OF MARYLAND, COUNTY OF Montgomery, to wit:

I HEREBY CERTIFY, that on this 31st day of July, 1986, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Stuart N. Wechsler, Substitute Trustee, and acknowledged the foregoing Subordination to be his act.

WITNESS my hand and notarial seal.

Notary Public

My Commission expires: 7/1/90

RICHARD S. GINSBURG
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1990

In Process

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1337, p. 0396, MSA_CE54_1224. Date available 03/28/2006. Printed 09/25/2019.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

EXHIBIT A

BEGINNING FOR THE SAME AT A POINT IN AND 40.56 FEET FROM THE END OF THE EIGHTH OR SOUTH 03° 04' 50" EAST 3501.21 FEET LINE OF THAT TRACT OR PARCEL OF LAND CONVEYED BY AND DESCRIBED IN A DEED FROM TERRA FIRMA LIMITED PARTNERSHIP TO HANSON PARTNERSHIP DATED DECEMBER 17, 1975 AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY IN LIBER H.D.C. 988, FOLIO 752, SAID POINT OF BEGINNING BEING IN THE NORTHERLY RIGHT-OF-WAY LINE OF THE PROPOSED WIDENING OF HANSON ROAD, RUNNING THENCE LEAVING SAID EIGHTH LINE BINDING ON THE PROPOSED RIGHT-OF-WAY LINE OF HANSON ROAD SOUTH 75° 26' 20" WEST 593.06 FEET, THENCE LEAVING HANSON ROAD BINDING ON THE OUTLINE OF PHASE ONE, WOODBRIDGE CENTER TWENTY COURSES VIZ: NORTH 14° 33' 40" WEST 267.87 FEET, NORTH 80° 29' 28" EAST 114.89 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF A 60-FOOT RIGHT-OF-WAY NOW LAID OUT AND KNOWN AS WOODBRIDGE CENTER DRIVE, THENCE BINDING THEREON BY A CURVE TO THE RIGHT IN A NORTHWESTERLY DIRECTION OF RADIUS 1143.58 FEET AN ARC DISTANCE OF 13.00 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 09° 11' 00" WEST 13.00 FEET AND SOUTH 81° 08' 33" WEST 116.24 FEET, NORTH 05° 31' 30" WEST 120.65 FEET, NORTH 00° 37' 14" WEST 324.26 FEET, NORTH 64° 58' 08" WEST 263.29 FEET, NORTH 13° 57' 41" WEST 50.75 FEET, NORTH 28° 10' 00" EAST 79.00 FEET TO A POINT ON THE

SOUTHWESTERLY RIGHT-OF-WAY LINE OF A 50-FOOT RIGHT-OF-WAY NOW LAID OUT AND KNOWN AS WINDY BRANCH WAY, THENCE BINDING THEREON NORTH 61° 50' 00" WEST 108.06 FEET, THENCE CROSSING SAID RIGHT-OF-WAY NORTH 28° 10' 00" EAST 50.00 FEET, THENCE BINDING ON THE NORTHWESTERLY SIDE THEREOF SOUTH 61° 50' 00" EAST 106.72 FEET, THENCE NORTH 28° 10' 00" EAST 108.00 FEET, NORTH 24° 22' 08" EAST 269.07 FEET, NORTH 16° 50' 00" EAST 167.89 FEET, AND NORTH 57° 10' 00" EAST 52.50 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF WOODBRIDGE CENTER DRIVE AFORESAID, THENCE BINDING THEREON BY A CURVE TO THE RIGHT IN A SOUTHEASTERLY DIRECTION OF RADIUS 870.00 FEET AN ARC DISTANCE OF 93.11 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 29° 46' 02" EAST 93.07 FEET, THENCE CROSSING SAID RIGHT-OF-WAY NORTH 63° 17' 55" EAST 60.00 FEET TO A POINT ON THE NORTHEASTERLY SIDE OF WOODBRIDGE CENTER DRIVE, THENCE BINDING THEREON BY A CURVE TO THE RIGHT IN A SOUTHEASTERLY DIRECTION OF RADIUS 930.00 FEET AN ARC DISTANCE OF 36.22 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 25° 35' 08" EAST 36.22 FEET, THENCE LEAVING WOODBRIDGE CENTER DRIVE NORTH 86° 56' 56" EAST 411.89 FEET TO A POINT IN THE EIGHTH LINE OF THE CONVEYANCE TO HANSON PARTNERSHIP AFORESAID, THENCE BINDING ON A PART OF SAID LINE SOUTH 03° 03' 04" EAST 1310.16 FEET TO THE BEGINNING HEREOF

CONTAINING 21.790 ACRES MORE OR LESS

LIBER 1337 FOLIO 0397

In Process

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1337, p. 0397, MSA_CE54_1224. Date available 03/28/2006. Printed 09/25/2019.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

EXHIBIT B

BEGINNING FOR THE SAME AT A POINT IN AND 40.56 FEET FROM THE END OF THE EIGHTH OR SOUTH 03° 04' 50" EAST 3501.21 FEET LINE OF THAT TRACT OR PARCEL OF LAND CONVEYED BY AND DESCRIBED IN A DEED FROM TERRA FIRMA LIMITED PARTNERSHIP TO HANSON PARTNERSHIP DATED DECEMBER 17, 1975 AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY IN LIBER H.D.C. 988, FOLIO 752, SAID POINT OF BEGINNING BEING IN THE NORTHERLY RIGHT-OF-WAY LINE OF THE PROPOSED WIDENING OF HANSON ROAD, RUNNING THENCE LEAVING SAID EIGHTH LINE BINDING ON THE PROPOSED RIGHT-OF-WAY LINE OF HANSON ROAD SOUTH 75° 26' 20" WEST 593.06 FEET, THENCE LEAVING HANSON ROAD BINDING ON THE OUTLINE OF PHASE ONE, WOODBRIDGE CENTER TWENTY COURSES VIZ: NORTH 14° 33' 40" WEST 267.87 FEET, NORTH 80° 29' 28" EAST 114.89 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF A 60-FOOT RIGHT-OF-WAY NOW LAID OUT AND KNOWN AS WOODBRIDGE CENTER DRIVE, THENCE BINDING THEREON BY A CURVE TO THE RIGHT IN A NORTHWESTERLY DIRECTION OF RADIUS 1143.58 FEET AN ARC DISTANCE OF 13.00 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 09° 11' 00" WEST 13.00 FEET AND SOUTH 81° 08' 33" WEST 116.24 FEET, NORTH 05° 31' 30" WEST 120.65 FEET, NORTH 00° 37' 14" WEST 324.26 FEET, NORTH 64° 58' 08" WEST 263.29 FEET, NORTH 13° 57' 41" WEST 50.75 FEET, NORTH 28° 10' 00" EAST 79.00 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF A 50-FOOT RIGHT-OF-WAY NOW LAID OUT AND KNOWN AS WINDY BRANCH WAY, THENCE BINDING THEREON NORTH 61° 50' 00" WEST 108.06 FEET, THENCE CROSSING SAID RIGHT-OF-WAY NORTH 28° 10' 00" EAST 50.00 FEET, THENCE BINDING ON THE NORTHWESTERLY SIDE THEREOF SOUTH 61° 50' 00" EAST 106.72 FEET, THENCE NORTH 28° 10' 00" EAST 108.00 FEET, NORTH 24° 22' 08" EAST 269.07 FEET, NORTH 16° 50' 00" EAST 167.89 FEET, AND NORTH 57° 10' 00" EAST 52.50 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF WOODBRIDGE CENTER DRIVE AFORESAID, THENCE BINDING THEREON BY A CURVE TO THE RIGHT IN A SOUTHEASTERLY DIRECTION OF RADIUS 870.00 FEET AN ARC DISTANCE OF 93.11 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 29° 46' 02" EAST 93.07 FEET, THENCE CROSSING SAID RIGHT-OF-WAY NORTH 63° 17' 55" EAST 60.00 FEET TO A POINT ON THE NORTHEASTERLY SIDE OF WOODBRIDGE CENTER DRIVE, THENCE BINDING THEREON BY A CURVE TO THE RIGHT IN A SOUTHEASTERLY DIRECTION OF RADIUS 930.00 FEET AN ARC DISTANCE OF 36.22 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 25° 35' 08" EAST 36.22 FEET, THENCE LEAVING WOODBRIDGE CENTER DRIVE NORTH 86° 56' 56" EAST 411.89 FEET TO A POINT IN THE EIGHTH LINE OF THE CONVEYANCE TO HANSON PARTNERSHIP AFORESAID, THENCE BINDING ON A PART OF SAID LINE SOUTH 03° 03' 04" EAST 1310.16 FEET TO THE BEGINNING HEREOF

CONTAINING 21.790 ACRES MORE OR LESS

LIBER 1337 FOLIO 0398

In Process

03/28/2006. Printed 09/25/2019.

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1337, p. 0398, MSA_CE54_1224. Date available

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

EXHIBIT B (CONT.)

SAVING AND EXCEPTING all those lots Nos. 1-23, inclusive, 41-44 inclusive, and 144-154, inclusive, and the beds of Woodbridge Center Way, Rainbow Way and Rainbow Court as shown on Final Plat One Phase One Woodbridge Center recorded among the Plat Records of Harford County in Plat Book No. 55, folio 27.

AND SAVING AND EXCEPTING all those lots Nos. 24-28 inclusive, 30-40 inclusive, 45-54, inclusive and 137-142, inclusive and the beds of Rainbow Court, Windy Branch Way and Woodbridge Center Way as shown on Final Plat Two Phase One Woodbridge Center recorded among the Plat Records of Harford County in Plat Book No. 55, folio 28.

AND SAVING AND EXCEPTING all those lots Nos. 176-202, inclusive and the bed of Woodbridge Center Way as shown on Final Plat Three Phase One Woodbridge Center recorded among the Plat Records of Harford County in Plat Book No. 55, folio 29.

AND SAVING AND EXCEPTING Lots Nos. 155-175, inclusive and the bed of Woodbridge Center Way as shown on Final Plat Four Phase One Woodbridge Center recorded among the Plat Records of Harford County in Plat Book No. 55, folio 30.

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HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1337, p. 0399, MSA_CE54_1224. Date available 03/28/2006. Printed 09/25/2019.

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EXHIBIT C
FUTURE PHASE OR PHASES

BEGINNING FOR THE SAME AT A POINT IN AND 133.67 FEET FROM THE BEGINNING OF THE EIGHTH OR SOUTH 03° 04'. 50" EAST 3501.21 FEET LINE OF THAT TRACT OR PARCEL OF LAND CONVEYED BY AND DESCRIBED IN A DEED FROM TERRA FIRMA LIMITED PARTNERSHIP TO HANSON PARTNERSHIP DATED DECEMBER 17, 1975 AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY IN LIBER H.D.C. 988, FOLIO 752, AND RUNNING THENCE BINDING ON A PART OF SAID EIGHTH LINE AS NOW SURVEYED SOUTH 03° 03' 04" EAST 3336.17 FEET TO A POINT IN THE RIGHT-OF-WAY LINE OF HANSON ROAD AS DESCRIBED IN AN AGREEMENT BETWEEN TERRA FIRMA LIMITED PARTNERSHIP ET AL, AND HARFORD COUNTY MARYLAND DATED AUGUST 22, 1975 AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY IN LIBER H.D.C. 981, FOLIO 704, RUNNING THENCE LEAVING SAID EIGHTH LINE BINDING ON THE RIGHT-OF-WAY LINE OF HANSON ROAD AFORESAID FIVE COURSES VIZ: SOUTH 75° 26' 20" WEST 651.49 FEET TO A POINT OF CURVATURE, BY A CURVE TO THE RIGHT IN A SOUTHWESTERLY DIRECTION OF RADIUS 929.00 FEET AN ARC DISTANCE OF 404.07 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 87° 53' 57" WEST 400.89 FEET TO A POINT OF TANGENCY, THENCE NORTH 79° 38' 27" WEST 188.94 FEET TO A POINT OF CURVATURE THENCE BY A CURVE TO THE LEFT IN A NORTHWESTERLY DIRECTION OF RADIUS 2020.97 FEET AN ARC DISTANCE OF 399.12 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 85° 17' 54" WEST 398.47 FEET TO A POINT OF TANGENCY AND SOUTH 89° 02' 39" WEST 512.30 FEET TO A POINT ON THE EASTERN MOST RIGHT-OF-WAY LINE OF MAGNOLIA ROAD (MARYLAND ROUTE 152) AS SHOWN ON STATE ROADS COMMISSION PLAT NUMBER 3909, THENCE LEAVING HANSON ROAD AND BINDING ON THE RIGHT-OF-WAY LINE OF MAGNOLIA ROAD FOUR COURSES VIZ: NORTH 46° 24' 07" WEST 22.40 FEET, THENCE BY A CURVE TO THE LEFT IN A NORTHWESTERLY DIRECTION OF RADIUS 2108.48 FEET AN ARC DISTANCE OF 663.99 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 15° 26' 26" WEST 661.25 FEET TO A POINT OF TANGENCY, THENCE NORTH 24° 27' 44" WEST 600.51 FEET TO A POINT OF CURVATURE, THENCE BY A CURVE TO THE LEFT IN A NORTHWESTERLY DIRECTION OF RADIUS 2108.48 FEET AN ARC DISTANCE OF 243.46 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 27° 46' 12" WEST 243.32 FEET, THENCE LEAVING THE RIGHT-OF-WAY LINE OF

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HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1337, p. 0400, MSA_CE54_1224. Date available 03/28/2006. Printed 09/25/2019.

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MAGNOLIA ROAD BINDING ON THE OUTLINE OF THE CONVEYANCE TO HANSON PARTNERSHIP THREE COURSES VIZ: NORTH 56° 53' 01" EAST 291.32 FEET, NORTH 33° 07' 51" WEST 150.05 FEET AND SOUTH 56° 52' 28" WEST 291.28 FEET TO A POINT IN THE RIGHT-OF-WAY LINE OF MAGNOLIA ROAD AFORESAID, THENCE BINDING THEREON BY A CURVE TO THE LEFT IN A NORTHWESTERLY DIRECTION OF RADIUS 2108.48 FEET AN ARC DISTANCE OF 60.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 35° 58' 14" WEST 60.04 FEET, THENCE LEAVING MAGNOLIA ROAD STILL BINDING ON THE OUTLINE OF THE CONVEYANCE TO HANSON PARTNERSHIP AFORESAID SIX COURSES VIZ: NORTH 31° 01' 12" EAST 419.88 FEET, NORTH 47° 03' 45" WEST 446.91 FEET, NORTH 47° 04' 22" WEST 299.81 FEET, SOUTH 30° 47' 48" WEST 77.97 FEET, NORTH 59° 03' 48" WEST 300.04 FEET AND NORTH 30° 59' 41" EAST 58.66 FEET, THENCE LEAVING SAID OUTLINE RUNNING THROUGH AND ACROSS THE LANDS OF HANSON PARTNERSHIP NORTH 78° 31' 54" EAST 1433.07 FEET, NORTH 33° 31' 56" EAST 282.84 FEET AND NORTH 78° 31' 56" EAST 1690.79 FEET TO THE BEGINNING HEREOF

CONTAINING 182.138 ACRES MORE OR LESS

BEING PART OF THAT TRACT OR PARCEL OF LAND CONVEYED BY AND DESCRIBED IN A DEED FROM TERRA FIRMA LIMITED PARTNERSHIP TO HANSON PARTNERSHIP DATED DECEMBER 17, 1975 AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY IN LIBER H.D.C. 988, FOLIO 752

SAVING AND EXCEPTING all that parcel of Land containing 21.790 acres, more or less, described in Exhibit A attached hereto.

In Process

THE SENTINEL TITLE CORPORATION DEL MD
Maryland National Bank Building
U.S. Route 1 and Tollgate Road
Bel Air, Maryland 21014

REC'D & RECORDED CGH
NO. 1337 FOLIO 391

1986 AUG -7 PM 1:50

HARFORD CO.
CHARLES G. HIOB, III
CLERK

LIBER 1337 FOLIO 0401

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1337, p. 0401, MSA_CE54_1224. Date available 03/28/2006. Printed 09/25/2019.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

AMENDED DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDED DECLARATION, Made this 19th day of November, 1986, by HANSON DEVELOPMENT CORP., a Maryland Corporation, hereinafter referred to as "Declarant".

WHEREAS, the Declarant desires to amend the Declaration dated August 6, 1986, and recorded among the Land Records of Harford County in C.G.H. Liber 1337, folio 381.

NOW, THEREFORE, the Declarant hereby declares that Section 2 of Article IV of the aforesaid Declaration is hereby deleted and substitutes in lieu thereof the following:

In Process

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the Common Area, Landscape Easements, and of the homes situated upon the properties if and when necessary to carry out the Association's power to provide emergency exterior maintenance of any condominium Common Areas.

The assessments shall include an adequate reserve fund for maintenance, repairs and replacement of those elements of the common property that must be replaced on a periodic basis including but not limited to the planting of shrubs, bushes, trees and other planting in the landscape easements, and are payable in regular installments rather than by special assessments.

ARTICLE XII

MORTGAGES

Section 3. Written Approval. Is hereby deleted in its entirety from this Declaration.

Section 4 (c) and (d) are hereby deleted in their entirety from this Declaration.

ARTICLE I

DEFINITIONS

Section 9. is hereby added. "Landscape Easements" shall mean those easements designated as such on any recorded subdivision plat.

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All of the other terms and conditions of the aforesaid Declaration shall remain in full force and effect.

IN WITNESS, the signature of Morris Wolf.

In Process

WITNESS:

HANSON DEVELOPMENT CORP.

By: (SEAL)
Morris Wolf, President

UBER 1362 FOLIO 0708

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

FIRST SUPPLEMENTAL DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

THIS FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 23rd day of July, 1987, by HANSON DEVELOPMENT CORP., a body corporate of the State of Maryland, (hereinafter referred to as "Declarant").

W I T N E S S E T H

WHEREAS, Hanson Development Corp., heretofore declared that certain property be held, sold and conveyed subject to the Declaration of Covenants, Conditions and Restrictions dated August 6, 1986, and recorded among the Land Records of Harford County in Liber C.G.H. No. 1337, Folio 381, (hereinafter referred to as the "Declaration"); and Amended Declaration dated November 19, 1986, recorded in C.G.H. No. 1362, folio 708.

WHEREAS, pursuant to the Declaration, the Woodbridge Center Homeowners' Association, Inc. was established (hereinafter referred to as the "Association"); and

WHEREAS, pursuant to Article X of the Declaration, Hanson Development Corp., its successors and assigns had the unilateral right, privilege and option to annex a portion of the land referred to therein by recording a Supplemental Declaration shall extend the scheme of the covenants, conditions and restrictions contained in the Declaration to said annexed property; and

WHEREAS, the Declarant desires to annex additional land, to wit: the land described in Schedule A attached hereto and made a part hereof (herinafter referred to as "Schedule A - Land"), which Schedule A - Land is a portion of the land referred to in Article X, of said Declaration; and

WHEREAS, a portion of the Schedule A - Land, described in Schedule B attached hereto and made a part hereof, will become a part of the "Common Area" (as defined and described in the Declaration) owned by the Association.

NOW, THEREFORE, the Declarant hereby declares as follows:

1. That the Schedule A-Land shall be and hereby is annexed to the "Property" as defined and described in the Declaration and the Schedule A-Land shall and hereby does become part of said Property so as to extend the scheme and effect of the covenants, conditions and restrictions of the Declaration to the Schedule A-land and to make the Schedule A-land subject to the Declaration.

2. That a portion of the Schedule A-Land which is described in Schedule B attached hereto shall, as a result of the annexation of the Schedule A-Land, become a part of the Common Area

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covenants of the Declaration at the time of the "Conveyance for Residential Use", as said term is defined in the Declaration, of the first lot in the Schedule A-Land by Declarant.

3. That the covenants, conditions and restrictions of the Declaration as hereby supplemented shall remain in full force and effect.

TEST: HANSON DEVELOPMENT CORP.

By: _____ (SEAL)
Morris Wolf, President

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY, that on this 27th day July, 1987, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Morris Wolf, President, and acknowledged the foregoing instrument to be the act of Hanon Development Corp.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public

My Commission expires: 7-1-90

Peter F. Nostrand and Robert F. Skrinski, Trustees for United Virginia Bank, Mortgagee, join herein to consent to the aforesaid First Supplemental Declaration and subrogates the lien of its mortgages/deed of trust thereto.

Witness the hands of Peter F. Nostrand and Robert F. Skrinski, Trustees.

WITNESS:

_____ _____ (SEAL)
PETER F. NOSTRAND, Trustee

_____ _____
ROBERT F. SKRINSKI, Trustee

STATE OF Virginia, Alexandria COUNTY, to wit:

I HEREBY CERTIFY, that on this 18th day of August, 1987, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Peter F. Nostrand, Trustee for United Virginia Bank, a corporation, and that he as such Trustee acknowledged the foregoing subrogation to be its act.

WITNESS my hand and Notarial Seal.

_____
Notary Public

My Commission expires: ~~7-1-90~~
Dec. 4, 1988

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

SECOND SUPPLEMENTAL DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

THIS SECOND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 12th day of October, 1987, by HANSON DEVELOPMENT CORP., a body corporate of the State of Maryland, (hereinafter referred to a "Declarant").

W I T N E S S E T H

WHEREAS, Hanson Development Corp., heretofore declared that certain property be held, sold and conveyed subject to the Declaration of Covenants, Conditions and Restrictions dated August 6, 1986, and recorded among the Land Records of Harford County in Liber C.G.H. No. 1337, Folio 381, (hereinafter referred to as the "Declaration"); and Amended Declaration dated November 19, 1986, recorded in C.G.H. No. 1362, folio 708.

WHEREAS, pursuant to the Declaration, the Woodbridge Center Homeowners' Association, Inc. was established (hereinafter referred to as the "Association"); and

WHEREAS, pursuant to Article X, of the Declaration, Hanson Development Corp., its successors and assigns had the unilateral right, privilege and option to annex a portion of the land referred to therein by recording a Supplemental Declaration of Covenants, Conditions, and Restrictions among the Land Records of Harford County, Maryland, which Supplemental Declaration shall extend the scheme of the covenants, conditions and restrictions contained in the Declaration to said annexed property; and

WHEREAS, the Declarant desires to annex additional land, to wit: the land described in Schedule A attached hereto and made a part hereof (herinafter refereed to as "Schedule A - Land"), which Schedule A-Land is a portion of the land referred to in Article X, of said Declaration; and

WHEREAS, a portion of the Schedule A-Land, described in Schedule B attached hereto and made a part hereof, will become a part of the "Common Area" (as defined and described in the Declaration) owned by the Association.

NOW, THEREFORE, the Declarant hereby declares as follows:

1. That the Schedule A-Land shall be and hereby is annexed to the "Property" as defined and described in the Declaration and the Schedule A-land shall and hereby does become a part of said property so as to extend the scheme and effect of the covenants, conditions and restrictions of the Declaration to the Schedule A-land and to make the Schedule A-Land subject to the Declaration.

2. No portion of the Schedule A-Land will become part of the Common Area.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

3. That the covenants, conditions and restrictions of the Declaration as hereby supplemented shall remain in full force and effect.

IN WITNESS the signature of Morris Wolf, President of Hanson Development Corp., on the day and year first above written.

ATTEST: HANSON DEVELOPMENT CORP.

By: _____ (SEAL)
Morris Wolf, President

STATE OF MARYLAND, ~~BALTIMORE~~ Cecil COUNTY, to wit:

I HEREBY CERTIFY, that on this 11th day October, 1987, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Morris Wolf, President, and acknowledged the foregoing instrument to be the act of Hanon Development Corp.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public

My Commission expires: 7-1-90

Peter F. Nostrand and Robert F. Skrinski, Trustees for United Virginia Bank, Mortgagee, join herein to comment to the aforesaid First supplemental Declaration and subrogates the lien of its mortgages/deed of trust thereto.

Witness the hands of Peter F. Nostrand and Robert F. Skrinski, Trustees.

WITNESS:

_____ _____ (SEAL)
PETER F. NOSTRAND, Trustee

_____ _____ (SEAL)
ROBERT F. SKRINSKI, Trustee

STATE OF VIRGINIA, ALEXANDRIA COUNTY, to wit:

I HEREBY CERTIFY, that on this 20th day of October, 1987, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Peter F. Nostrand, Trustee for United Virginia Bank, a corporation, and that he as such Trustee acknowledged the foregoing subrogation to be its act.

WITNESS my hand and Notarial Seal.

_____
Notary Public

My Commission expires: ~~7/1/90~~ 4-19-90

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

STATE OF VIRGINIA, ALEXANDRIA COUNTY, to wit:

I HEREBY CERTIFY, that on this 29th day of October, 1987, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Robert F. Skrinski, Trustee for United Virginia Bank, a corporation, and that he as such Trustee acknowledged the foregoing subrogation to be its act.

WITNESS my hand and Notarial Seal.

Robin A Brewster
Notary Public

My Commission expires: ~~7/1/90~~ 4-19-90

In Process

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

SCHEDULE A

BEGINNING FOR THE SAME AT THE END OF THE 48TH OR SOUTH 34° 56' 13" EAST 60.00 FEET LINE OF SCHEDULE A OF THAT TRACT OR PARCEL OF LAND DESCRIBED IN THE FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, DATED JULY 23, 1987 BY HANSON DEVELOPMENT CORPORATION AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY IN LIBER C.G.H. 1423, FOLIO 28, AND RUNNING THENCE BINDING REVERSELY ON THE 48TH THROUGH 46TH AND PART OF THE 45TH LINES THEREOF, AND BINDING ON THE RIGHT OF WAY LINE OF WOODBRIDGE CENTER WAY FOUR COURSES VIZ: NORTH 34° 56' 13" WEST 60.00 FEET, NORTH 80° 27' 48" WEST 21.02 FEET, BY A CURVE TO THE LEFT IN A NORTHWESTERLY DIRECTION OF RADIUS 2434.81 FEET AN ARC DISTANCE OF 497.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 41° 50' 23" WEST 496.37 FEET, AND BY A CURVE TO THE RIGHT IN A NORTHWESTERLY DIRECTION OF RADIUS 992.39 FEET AN ARC DISTANCE OF 180.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 42° 29' 28" WEST 179.86 FEET, THENCE LEAVING THE FIRST SUPPLEMENTAL DECLARATION, AND LEAVING WOODBRIDGE CENTER WAY, RUNNING THROUGH AND ACROSS THE LANDS OF HANSON DEVELOPMENT CORPORATION TEN COURSES VIZ: NORTH 52° 42' 29" EAST 159.74 FEET, NORTH 77° 50' 00" EAST 220.00 FEET, SOUTH 73° 55' 42" EAST 231.70 FEET, NORTH 76° 36' 46" EAST 45.00 FEET, SOUTH 18° 34' 12" EAST 297.89 FEET, SOUTH 21° 37' 47" EAST 172.98 FEET, BY A CURVE TO THE LEFT IN A SOUTHWESTERLY DIRECTION OF RADIUS 980.00 FEET, AN ARC DISTANCE OF 10.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 71° 57' 30" WEST 10.24 FEET, THENCE SOUTH 18° 20' 28" EAST 60.00 FEET, BY A CURVE TO THE LEFT IN A SOUTHWESTERLY DIRECTION OF RADIUS 920.00 FEET, AN ARC DISTANCE OF 266.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 63° 21' 40" WEST 265.55 FEET TO A POINT OF TANGENCY, THENCE SOUTH 55° 03' 47" WEST 39.32 FEET TO THE BEGINNING HEREOF

CONTAINING 6.892 ACRES MORE OR LESS

BEING PART OF THAT TRACT OR PARCEL OF LAND CONVEYED BY AND DESCRIBED IN A DEED FROM HANSON PARTNERSHIP TO HANSON DEVELOPMENT CORPORATION DATED JULY 16, 1986 AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY IN LIBER H.D.C. 1334, FOLIO 762

ALSO BEING ALL OF THE LAND SHOWN ON FINAL PLAT ONE, PHASE TWO, WOODBRIDGE CENTER AS RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY IN PLAT BOOK C.G.H. 56, FOLIO 50.

Recd & Recorded 12-16 1987 at 3:24 P.M. Liber 1447 Folio 627 & examined per Charles C. Hick, III, Clerk, Harford Co.

In Process

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

THIRD SUPPLEMENTAL DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

THIS THIRD SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 14 day of January, 1987, by HANSON DEVELOPMENT CORP., a body corporate of the State of Maryland, (hereinafter referred to a "Declarant").

W I T N E S S E T H

WHEREAS, Hanson Development Corp., heretofore declared that certain property be held, sold and conveyed subject to the Declaration of Covenants, Conditions and Restrictions dated August 6, 1986, and recorded among the Land Records of Harford County in Liber C.G.H. No. 1337, Folio 381, (hereinafter referred to as the "Declaration"); and Amended Declaration dated November 19, 1986, recorded in C.G.H. No. 1362, folio 708.

WHEREAS, pursuant to the Declaration, the Woodbridge Center Homeowners' Association, Inc. was established (hereinafter referred to as the "Association"); and

WHEREAS, pursuant to Article X, of the Declaration, Hanson Development Corp., its successors and assigns had the unilateral right, privilege and option to annex a portion of the land referred to therein by recording a Supplemental Declaration of Covenants, Conditions and Restrictions among the Land Records of Harford County, Maryland, which Supplemental Declaration shall extend the scheme of the covenants, conditions and restrictions contained in the Declaration to said annexed property; and

WHEREAS, the Declarant desires to annex additional land, to wit: the land described in Schedule A attached hereto and made a part hereof (hereinafter referred to as "Schedule A - Land"), which Schedule A - Land is a portion of the land referred to in Article X, of said Declaration; and

WHEREAS, a portion of the Schedule A - Land, described in Schedule B attached hereto and made a part hereof, will become a part of the "Common Area" (as defined and described in the Declaration) owned by the Association.

NOW, THEREFORE, the Declarant hereby declares as follows:

REC FC 15.00

1. That the Schedule A - Land shall be and hereby is annexed to the "Property" as defined and described in the Declaration and the Schedule A -Land shall and hereby does become a part of said Property so as to extend the scheme and effect of the covenants, conditions and restrictions of the Declaration to the Schedule A - Land and to make the Schedule A - Land subject to the Declaration,.

2. That a portion of the Schedule A - Land which is described in Schedule B attached hereto shall, as a result of the annexation of the Schedule A - Land, become a part of the Common Area and will be owned by the Association and subject to the terms and covenants of the Declaration at the time of the "Conveyance for Residential Use", as said term

02/05/87

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1456, p. 0264, MSA_CE54_1343. Date available 06/22/2005. Printed 04/11/2018.

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is defined in the Declaration, of the first lot in the Schedule A - Land by Declarant.

3. That the covenants, conditions and restrictions of the Declaration as hereby supplemented shall remain in full force and effect.

IN WITNESS the signature of Morris Wolf, President of Hanson Development Corp., on the day and year first above written.

ATTEST: HANSON DEVELOPMENT CORP.

By: _____ (SEAL)
Morris Wolf, President

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY, that on this 14th day November, 1987, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Morris Wolf, President, and acknowledged the foregoing instrument to be the act of Hanson Development Corp.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public

My Commission expires: 7-1-90

Peter F. Nostrand and Robert F. Skrinski, Trustees for United Virginia Bank, Mortgagee, join herein to consent to the aforesaid Third Supplemental Declaration and subrogates the lien of its mortgages/deed of trust thereto.

Witness the hands of Peter F. Nostrand and Robert F. Skrinski, Trustees.

WITNESS:

_____ (SEAL)
PETER F. NOSTRAND, Trustee

_____ (SEAL)
ROBERT F. SKRINSKI, Trustee

STATE OF VIRGINIA, ALEXANDRIA COUNTY, to wit:

I HEREBY CERTIFY, that on this 14th day of November, 1988, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Peter F. Nostrand, Trustee for United Virginia Bank, a corporation, and that he as such Trustee acknowledged the foregoing subrogation to be its act.

WITNESS my hand and Notarial Seal.

_____
Notary Public

My Commission expires: 7/1/90

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1456, p. 0265, MSA_CE54_1343. Date available 06/22/2005. Printed 04/11/2018.

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STATE OF ~~VIRGINIA~~, ~~ALEXANDRIA~~ COUNTY, to wit:

I HEREBY CERTIFY, that on this 4th day of January, 1989, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Robert F. Skrinski, Trustee for United Virginia Bank, a corporation, and that he as such Trustee acknowledged the foregoing subrogation to be its act.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: 7/1/90

In Process

LIBER 1456 FOLIO 0266

HARFORD COUNTY CIRCUIT COURT (Land Records) CH 1456, p. 0266, MSA_CE54_1343. Date available 06/22/2005. Printed 04/11/2018.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

SCHEDULE A

22.160 ACRE PARCEL OF LAND SURVEYED FOR HANSON DEVELOPMENT CORPORATION, LOCATED ON HANSON ROAD, 1ST ELECTION DISTRICT, HARFORD COUNTY, MARYLAND.

1ST BEGINNING FOR THE same AT THE END OF THE 5TH OR SOUTH 89° 02' 39" WEST 164.01 FEET LINE OF SCHEDULE A OF THE FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS BY HANSON DEVELOPMENT CORPORATION RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY IN LIBER C.G.H. 1423, FOLIO 28, SAID POINT OF BEGINNING BEING ON THE NORTHERLY RIGHT OF WAY LINE OF A PROPOSED WIDENING OF HANSON ROAD, RUNNING THENCE, LEAVING THE FIRST SUPPLEMENTAL DECLARATION AFORESAID, BINDING ON THE PROPOSED WIDENING OF HANSON ROAD TWO COURSES VIZ: SOUTH 89° 02' 39" WEST 334.91 FEET AND NORTH 48° 45' 38" WEST 20.15 FEET TO A POINT ON THE PROPOSED WIDENING OF MAGNOLIA ROAD, THENCE LEAVING HANSON ROAD, BINDING ON THE PROPOSED WIDENING OF MAGNOLIA ROAD TWO COURSES VIZ: BY A CURVE TO THE LEFT IN A NORTHWESTERLY DIRECTION OF RADIUS 2123.48 FEET AN ARC DISTANCE OF 663.30 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 15° 30' 49" WEST 660.60 FEET TO A POINT OF TANGENCY, THENCE NORTH 24° 27' 44" WEST 420.00 FEET, THENCE LEAVING MAGNOLIA ROAD RUNNING THROUGH AND ACROSS THE LANDS OF HANSON DEVELOPMENT CORPORATION FIFTEEN COURSES VIZ: NORTH 65° 32' 16" EAST 120.61 FEET, BY A CURVE TO THE RIGHT IN A NORTHWESTERLY DIRECTION OF RADIUS 905.16 FEET AN ARC DISTANCE OF 44.02 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 20° 58' 01" WEST 44.02 FEET, NORTH 70° 25' 35" EAST 60.00 FEET, BY A CURVE TO THE LEFT IN A SOUTHEASTERLY DIRECTION OF RADIUS 845.16 FEET AN ARC DISTANCE OF 11.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 19° 57' 21" EAST 11.28 FEET, NORTH 69° 39' 42" EAST 83.80 FEET, NORTH 73° 33' 10" EAST 70.94 FEET, NORTH 77° 45' 44" EAST 551.46 FEET, NORTH 80° 53' 52" EAST 63.25 FEET, NORTH 84° 03' 17" EAST 68.45 FEET, NORTH 89° 24' 27" EAST 68.45 FEET, SOUTH 85° 14' 24" EAST 68.45 FEET, SOUTH 79° 53' 14" EAST 68.45 FEET, SOUTH 74° 32' 05" EAST 68.45 FEET, SOUTH 71° 13' 16" EAST 68.61 FEET, AND SOUTH 61° 50' 00" EAST 122.78 FEET TO THE END OF THE 26TH OR NORTH 28° 10' 00" EAST 108.00 FEET LINE OF THE AFORESAID FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS

In Process

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1456, p. 0267, MSA_CE54_1343. Date available 06/22/2005. Printed 04/11/2018.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

SCHEDULE A CONT'D

AND RESTRICTIONS, THENCE BINDING REVERSELY ON THE 26TH THROUGH 6TH LINES THEREOF TWENTY-ONE COURSES VIZ: SOUTH 28° 10' 00" WEST 108.00 FEET, NORTH 61° 50' 00" WEST 62.88 FEET TO A POINT OF CURVATURE, BY A CURVE TO THE LEFT IN A NORTHWESTERLY DIRECTION OF RADIUS 625.00 FEET AN ARC DISTANCE OF 41.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 63° 44' 20" WEST 41.57 FEET, SOUTH 24° 21' 20" WEST 50.00 FEET BY A CURVE TO THE RIGHT IN A SOUTHEASTERLY DIRECTION OF RADIUS 575.00 FEET AND ARC DISTANCE OF 38.25 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 63° 44' 20" EAST 38.24 FEET, SOUTH 61° 50' 00" EAST 104.22 FEET, SOUTH 28° 10' 00" WEST 80.17 FEET, SOUTH 45° 31' 15" WEST 33.53 FEET, SOUTH 28° 10' 00" WEST 134.71 FEET, NORTH 64° 30' 00" WEST 131.05 FEET, SOUTH 81° 29' 14" WEST 119.07 FEET, SOUTH 37° 17' 37" WEST 116.18 FEET, SOUTH 14° 37' 33" WEST 170.00 FEET, SOUTH 12° 52' 39" WEST 108.00 FEET, NORTH 77° 07' 21" WEST 266.63 FEET, SOUTH 12° 52' 39" WEST 50.00 FEET, SOUTH 77° 07' 21" EAST 136.99 FEET, SOUTH 12° 52' 39" WEST 107.00 FEET, SOUTH 77° 07' 21" EAST 40.00 FEET, SOUTH 12° 52' 39" WEST 250.60 FEET, AND SOUTH 00° 57' 27" EAST 122.50 FEET TO THE BEGINNING HEREOF

CONTAINING 22.160 ACRES MORE OR LESS

BEING PART OF THAT TRACT OR PARCEL OF LAND CONVEYED BY AND DESCRIBED IN A DEED FROM HANSON PARTNERSHIP TO HANSON DEVELOPMENT CORPORATION DATED JULY 16, 1986 AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY IN LIBER H.D.C. 1334, FOLIO 762.

In Process

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1456, p. 0268, MSA_CE54_1343. Date available 06/22/2005. Printed 04/11/2018.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

SCHEDULE A

12.323 ACRE PARCEL OF LAND SURVEYED FOR HANSON DEVELOPMENT CORP., LOCATED ON WOODBRIDGE CENTER WAY, 1ST ELECTION DISTRICT, HARFORD COUNTY, MARYLAND.

2ND BEGINNING FOR THE SAME AT A POINT IN THE 1ST LINE OF THAT TRACT OR PARCEL OF LAND CONVEYED BY AND DESCRIBED IN A DEED FROM HANSON PARTNERSHIP TO HANSON DEVELOPMENT CORP. DATED JULY 16, 1986 AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY IN LIBER H.D.C. 1334, FOLIO 762, SAID POINT OF BEGINNING BEING AT THE END OF THE 53RD OR NORTH 86° 56' 56" EAST 365.63 FEET LINE OF THE FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS BY HANSON DEVELOPMENT CORP. AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY IN LIBER C.G.H. 1423, FOLIO 28 AND RUNNING THENCE LEAVING THE OUTLINE OF THE LANDS OF THE HANSON DEVELOPMENT CORP. BINDING ON THE 53RD THROUGH 49TH LINES OF THE FIRST SUPPLEMENTAL DECLARATION AFORESAID, FIVE COURSES VIZ: SOUTH 86° 56' 56" WEST 365.63 FEET, SOUTH 57° 10' 00" WEST 369.71 FEET, TO A POINT ON THE NORTHEASTERLY SIDE OF WOODBRIDGE CENTER WAY, THENCE NORTH 32° 50' 00" WEST 561.46 FEET TO A POINT OF CURVATURE, BY A CURVE TO THE LEFT IN A NORTHWESTERLY DIRECTION OF RADIUS 2434.81 FEET AN ARC DISTANCE OF 44.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 33° 21' 32" WEST 44.67 FEET, AND NORTH 10° 35' 21" EAST 21.02 FEET, TO A POINT IN THE OUTLINE IN THE SECOND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS INTENDED TO BE RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY IN LIBER 1444, FOLIO 671, THENCE BINDING THEREON THREE COURSES VIZ: NORTH 55° 03' 47" EAST 39.32 FEET TO A POINT OF CURVATURE BY A CURVE TO THE RIGHT IN A NORTHEASTERLY DIRECTION OF RADIUS 920.00 FEET AN ARC DISTANCE OF 266.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 63° 21' 40" EAST 265.55 FEET, AND NORTH 18° 20' 28" WEST 60.00 FEET, THENCE LEAVING THE SECOND SUPPLEMENTAL DECLARATION RUNNING THROUGH AND ACROSS THE LANDS OF THE HANSON DEVELOPMENT CORP. TWO COURSES VIZ: BY A CURVE TO THE RIGHT IN A NORTHEASTERLY DIRECTION OF RADIUS 980.00 FEET AN ARC DISTANCE OF 261.56 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 79° 18' 18" EAST 260.78 FEET TO A POINT OF TANGENCY, AND NORTH 86° 57' 04" EAST 463.60 FEET TO A POINT IN THE OUTLINE OF THE CONVEYANCE FROM HANSON PARTNERSHIP TO HANSON DEVELOPMENT CORP. AFORESAID, THENCE BINDING THEREON SOUTH 03° 02' 56" EAST 587.22 FEET TO THE BEGINNING HEREOF

In Process

LIBER 1456 FOLIO 0269

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1456, p. 0269, MSA_CE54_1343. Date available 06/22/2005. Printed 04/11/2018.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

SCHEDULE A (CONT'D)

CONTAINING 12.323 ACRES MORE OR LESS

BEING PART OF THAT TRACT OR PARCEL OF LAND CONVEYED BY AND DESCRIBED IN A DEED FROM HANSON PARTNERSHIP TO HANSON DEVELOPMENT CORP. DATED JULY 16, 1986 AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY IN LIBER H.D.C. 1334, FOLIO 762.

In Process

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1456, p. 0270, MSA_CE54_1343. Date available 06/22/2005. Printed 04/11/2018.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

SCHEDULE B

22.160 ACRE PARCEL OF LAND SURVEYED FOR HANSON DEVELOPMENT CORPORATION, LOCATED ON HANSON ROAD, 1ST ELECTION DISTRICT, HARFORD COUNTY, MARYLAND.

1ST BEGINNING FOR THE same AT THE END OF THE 5TH OR SOUTH 89° 02' 39" WEST 164.01 FEET LINE OF SCHEDULE A OF THE FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS BY HANSON DEVELOPMENT CORPORATION RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY IN LIBER C.G.H. 1423, FOLIO 28, SAID POINT OF BEGINNING BEING ON THE NORTHERLY RIGHT OF WAY LINE OF A PROPOSED WIDENING OF HANSON ROAD, RUNNING THENCE, LEAVING THE FIRST SUPPLEMENTAL DECLARATION AFORESAID, BINDING ON THE PROPOSED WIDENING OF HANSON ROAD TWO COURSES VIZ: SOUTH 89° 02' 39" WEST 334.91 FEET AND NORTH 48° 45' 38" WEST 20.15 FEET TO A POINT ON THE PROPOSED WIDENING OF MAGNOLIA ROAD, THENCE LEAVING HANSON ROAD, BINDING ON THE PROPOSED WIDENING OF MAGNOLIA ROAD TWO COURSES VIZ: BY A CURVE TO THE LEFT IN A NORTHWESTERLY DIRECTION OF RADIUS 2123.48 FEET AN ARC DISTANCE OF 663.30 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 15° 30' 49" WEST 660.60 FEET TO A POINT OF TANGENCY, THENCE NORTH 24° 27' 44" WEST 420.00 FEET, THENCE LEAVING MAGNOLIA ROAD RUNNING THROUGH AND ACROSS THE LANDS OF HANSON DEVELOPMENT CORPORATION FIFTEEN COURSES VIZ: NORTH 65° 32' 16" EAST 120.61 FEET, BY A CURVE TO THE RIGHT IN A NORTHWESTERLY DIRECTION OF RADIUS 905.16 FEET AN ARC DISTANCE OF 44.02 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 20° 58' 01" WEST 44.02 FEET, NORTH 70° 25' 35" EAST 60.00 FEET, BY A CURVE TO THE LEFT IN A SOUTHEASTERLY DIRECTION OF RADIUS 845.16 FEET AN ARC DISTANCE OF 11.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 19° 57' 21" EAST 11.28 FEET, NORTH 69° 39' 42" EAST 83.80 FEET, NORTH 73° 33' 10" EAST 70.94 FEET, NORTH 77° 45' 44" EAST 551.46 FEET, NORTH 80° 53' 52" EAST 63.25 FEET, NORTH 84° 03' 17" EAST 68.45 FEET, NORTH 89° 24' 27" EAST 68.45 FEET, SOUTH 85° 14' 24" EAST 68.45 FEET, SOUTH 79° 53' 14" EAST 68.45 FEET, SOUTH 74° 32' 05" EAST 68.45 FEET, SOUTH 71° 13' 16" EAST 68.61 FEET, AND SOUTH 61° 50' 00" EAST 122.78 FEET TO THE END OF THE 26TH OR NORTH 28° 10' 00" EAST 108.00 FEET LINE OF THE AFORESAID FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS

In Process

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1456, p. 0271, MSA_CE54_1343. Date available 06/22/2005. Printed 04/11/2018.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

SCHEDULE B CONT'D

AND RESTRICTIONS, THENCE BINDING REVERSELY ON THE 26TH THROUGH 6TH LINES THEREOF TWENTY-ONE COURSES VIZ: SOUTH 28° 10' 00" WEST 108.00 FEET, NORTH 61° 50' 00" WEST 62.88 FEET TO A POINT OF CURVATURE, BY A CURVE TO THE LEFT IN A NORTHWESTERLY DIRECTION OF RADIUS 625.00 FEET AN ARC DISTANCE OF 41.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 63° 44' '20" WEST 41.57 FEET, SOUTH 24° 21' 20" WEST 50.00 FEET BY A CURVE TO THE RIGHT IN A SOUTHEASTERLY DIRECTION OF RADIUS 575.00 FEET AND ARC DISTANCE OF 38.25 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 63° 44' 20" EAST 38.24 FEET, SOUTH 61° 50' 00" EAST 104.22 FEET, SOUTH 28° 10' 00" WEST 80.17 FEET, SOUTH 45° 31' 15" WEST 33.53 FEET, SOUTH 28° 10' 00" WEST 134.71 FEET, NORTH 64° 30' 00" WEST 131.05 FEET, SOUTH 81° 29' 14" WEST 119.07 FEET, SOUTH 37° 17' 37" WEST 116.18 FEET, SOUTH 14° 37' 33" WEST 170.00 FEET, SOUTH 12° 52' 39" WEST 108.00 FEET, NORTH 77° 07' 21" WEST 266.63 FEET, SOUTH 12° 52' 39" WEST 50.00 FEET, SOUTH 77° 07' 21" EAST 136.99 FEET, SOUTH 12° 52' 39" WEST 107.00 FEET, SOUTH 77° 07' 21" EAST 40.00 FEET, SOUTH 12° 52' 39" WEST 250.60 FEET, AND SOUTH 00° 57' 27" EAST 122.50 FEET TO THE BEGINNING HEREOF

CONTAINING 22.160 ACRES MORE OR LESS

BEING PART OF THAT TRACT OR PARCEL OF LAND CONVEYED BY AND DESCRIBED IN A DEED FROM HANSON PARTNERSHIP TO HANSON DEVELOPMENT CORPORATION DATED JULY 16, 1986 AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY IN LIBER H.D.C. 1334, FOLIO 762.

In Process

SAVING AND EXCEPTING all those Lots Nos. 501 through 539 and the Beds of Windy Branch Way, Apple Orchard Court and Cedar Crest Court Final Plat Three - Phase Four Woodbridge Center, recorded among the Plat Records of Harford County in Plat Book CGHIII No. 59, folio 96.

AND SAVING AND EXCEPTING all those Lots Nos. 462 through 469, 487 through 500, 540 through 545 and the Beds of Clover Valley Way, Windy Branch Way and Rainbow Garden Court Final Plat Four - Phase Four Woodbridge Center, recorded among the Plat Records of Harford County in Plat Book CGHIII No. 59, folio 95.

AND SAVING AND EXCEPTING all those Lots Nos. 470 through 486 and the Beds of Dogwood Dell and Clover Valley Way Final Plat Five - Phase Four Woodbridge Center, recorded among the Plat Records of Harford County in Plat Book CGHIII, No. 59, folio 94.

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1456, p. 0272, MSA_CE54_1343. Date available 06/22/2005. Printed 04/11/2018.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

SCHEDULE B

12.323 ACRE PARCEL OF LAND SURVEYED FOR HANSON DEVELOPMENT CORP., LOCATED ON WOODBRIDGE CENTER WAY, 1ST ELECTION DISTRICT, HARFORD COUNTY, MARYLAND.

2ND BEGINNING FOR THE SAME AT A POINT IN THE 1ST LINE OF THAT TRACT OR PARCEL OF LAND CONVEYED BY AND DESCRIBED IN A DEED FROM HANSON PARTNERSHIP TO HANSON DEVELOPMENT CORP. DATED JULY 16, 1986 AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY IN LIBER H.D.C. 1334, FOLIO 762, SAID POINT OF BEGINNING BEING AT THE END OF THE 53RD OR NORTH 86° 56' 56" EAST 365.63 FEET LINE OF THE FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS BY HANSON DEVELOPMENT CORP. AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY IN LIBER C.G.H. 1423, FOLIO 28 AND RUNNING THENCE LEAVING THE OUTLINE OF THE LANDS OF THE HANSON DEVELOPMENT CORP. BINDING ON THE 53RD THROUGH 49TH LINES OF THE FIRST SUPPLEMENTAL DECLARATION AFORESAID, FIVE COURSES VIZ: SOUTH 86° 56' 56" WEST 365.63 FEET, SOUTH 57° 10' 00" WEST 369.71 FEET, TO A POINT ON THE NORTHEASTERLY SIDE OF WOODBRIDGE CENTER WAY, THENCE NORTH 32° 50' 00" WEST 561.46 FEET TO A POINT OF CURVATURE, BY A CURVE TO THE LEFT IN A NORTHWESTERLY DIRECTION OF RADIUS 2434.81 FEET AN ARC DISTANCE OF 44.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 33° 21' 32" WEST 44.67 FEET, AND NORTH 10° 35' 21" EAST 21.02 FEET, TO A POINT IN THE OUTLINE IN THE SECOND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS INTENDED TO BE RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY IN LIBER 1444, FOLIO 671, THENCE BINDING THEREON THREE COURSES VIZ: NORTH 55° 03' 47" EAST 39.32 FEET TO A POINT OF CURVATURE BY A CURVE TO THE RIGHT IN A NORTHEASTERLY DIRECTION OF RADIUS 920.00 FEET AN ARC DISTANCE OF 266.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 63° 21' 40" EAST 265.55 FEET, AND NORTH 18° 20' 28" WEST 60.00 FEET, THENCE LEAVING THE SECOND SUPPLEMENTAL DECLARATION RUNNING THROUGH AND ACROSS THE LANDS OF THE HANSON DEVELOPMENT CORP. TWO COURSES VIZ: BY A CURVE TO THE RIGHT IN A NORTHEASTERLY DIRECTION OF RADIUS 980.00 FEET AN ARC DISTANCE OF 261.56 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 79° 18' 18" EAST 260.78 FEET TO A POINT OF TANGENCY, AND NORTH 86° 57' 04" EAST 463.60 FEET TO A POINT IN THE OUTLINE OF THE CONVEYANCE FROM HANSON PARTNERSHIP TO HANSON DEVELOPMENT CORP. AFORESAID, THENCE BINDING THEREON SOUTH 03° 02' 56" EAST 582.22 FEET TO THE BEGINNING HEREOF

In Process

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1456, p. 0273, MSA_CE54_1343. Date available 06/22/2005. Printed 04/11/2018.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

SCHEDULE B (CONT'D)

CONTAINING 12.323 ACRES MORE OR LESS

BEING PART OF THAT TRACT OR PARCEL OF LAND CONVEYED BY AND DESCRIBED IN A DEED FROM HANSON PARTNERSHIP TO HANSON DEVELOPMENT CORP. DATED JULY 16, 1986 AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY IN LIBER H.D.C. 1334, FOLIO 762.

SAVING AND EXCEPTING all those Lots Nos. 6 - 7 - 8 and the bed of Swallow Crest Drive as shown on Final Plat Four - Phase Three Woodbridge Center, recorded among the Plat Records of Harford County in Plat Book CGHIII No. 59, folio 93.

AND SAVING AND EXCEPTING all those Lots Nos. 9 through 16 and the bed of Swallow Crest Drive as shown on Final Plat Five - Phase Three Woodbridge Center, recorded among the Plat Records of Harford County in Plat Book CGHIII No. 59, folio 92.

In Process

Susquehanna Title Co.
21 W. Susquehanna Ave
Towson, Md 21204

RECD & RECORDED CGH
NO 1456 FOLIO 264
1988 FEB 25 AM 10:44
CHARLES R. HIGHT, III
CLERK

LIBER 1456 FOLIO 0274

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1456, p. 0274, MSA_CE54_1343. Date available 06/22/2005. Printed 04/11/2018.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

FOURTH SUPPLEMENTAL DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

THIS FOURTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 6th day of Sept, 1988, by HANSON DEVELOPMENT CORP., a body corporate of the State of Maryland, (hereinafter referred to a "Declarant").

W I T N E S S E T H

WHEREAS, Hanson Development Corp., heretofore declared that certain property be held, sold and conveyed subject to the Declaration of Covenants, Conditions and Restrictions dated August 6, 1986, and recorded among the Land Records of Harford County in Liber C.G.H. No. 1337, Folio 381, (hereinafter referred to as the "Declaration"); and Amended Declaration dated November 19, 1986, recorded in C.G.H. No. 1362, folio 708.

WHEREAS, pursuant to the Declaration, the Woodbridge Center Homeowners' Association, Inc. was established (hereinafter referred to as the "Association"); and

WHEREAS, pursuant to Article X, of the Declaration, Hanson Development Corp., its successors and assigns had the unilateral right, privilege and option to annex a portion of the land referred to therein by recording a Supplemental Declaration of Covenants, Conditions and Restrictions among the Land Records of Harford County, Maryland, which Supplemental Declaration shall extend the scheme of the covenants, conditions and restrictions contained in the Declaration to said annexed property; and

WHEREAS, the Declarant desires to annex additional land, to wit: the land described in Schedule A attached hereto and made a part hereof (hereinafter referred to as "Schedule A - Land"), which Schedule A - Land is a portion of the land referred to in Article X, of said Declaration; and

WHEREAS, a portion of the Schedule A - Land, described in Schedule B attached hereto and made a part hereof, will become a part of the "Common Area" (as defined and described in the Declaration) owned by the Association.

REC FE 37.00
#683150 C003 R01 T13:48
09/09/88

NOW, THEREFORE, the Declarant hereby declares as follows:

1. That the Schedule A - Land shall be and hereby is annexed to the "Property" as defined and described in the Declaration and the Schedule A -Land shall and hereby does become a part of said Property so as to extend the scheme and effect of the covenants, conditions and restrictions of the Declaration to the Schedule A - Land and to make the Schedule A - Land subject to the Declaration,.

2. That a portion of the Schedule A - Land which is described in Schedule B attached hereto shall, as a result of the annexation of the Schedule A - Land, become a part of the Common Area and will be owned by the Association and subject to the terms and covenants of the Declaration at the time of the "Conveyance for Residential Use", as said term

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1496, p. 0692, MSA_CE54_1383. Date available 06/22/2005. Printed 04/11/2018.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

is defined in the Declaration, of the first lot in the Schedule A - Land by Declarant.

3. That the covenants, conditions and restrictions of the Declaration as hereby supplemented shall remain in full force and effect.

IN WITNESS the signature of Morris Wolf, President of Hanson Development Corp., on the day and year first above written.

TEST: HANSON DEVELOPMENT CORP.

By: _____ (SEAL)
Morris Wolf, President

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY, that on this 6th day June, 1988, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Morris Wolf, President, and acknowledged the foregoing instrument to be the act of Hanson Development Corp.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public

My Commission expires: 7-1-90

Peter F. Nostrand and Robert F. Skrinski, Trustees for United Virginia Bank, Mortgagee, join herein to consent to the aforesaid ~~Third~~ Supplemental Declaration and subrogates the lien of its mortgages/deed of trust thereto.

Witness the hands of Peter F. Nostrand and Robert F. Skrinski, Trustees.

WITNESS:

_____ (SEAL)
PETER F. NOSTRAND, Trustee

_____ (SEAL)
ROBERT F. SKRINSKI, Trustee

District of Columbia
~~STATE OF VIRGINIA, ALEXANDRIA COUNTY~~, to wit:

I HEREBY CERTIFY, that on this 6th day of September, 1988, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Peter F. Nostrand, Trustee for United Virginia Bank, a corporation, and that he as such Trustee acknowledged the foregoing subrogation to be its act.

WITNESS my hand and Notarial Seal.

_____
Notary Public

My Commission expires: ~~7/1/90~~ 2/28/89

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1496, p. 0693, MSA_CE54_1383. Date available 06/22/2005. Printed 04/11/2018.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

District of Columbia
~~STATE OF VIRGINIA, ALEXANDRIA COUNTY~~, to wit:

I HEREBY CERTIFY, that on this 6th day of September, 1988, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Robert F. Skrinski, Trustee for United Virginia Bank, a corporation, and that he as such Trustee acknowledged the foregoing subrogation to be its act.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: ~~7/1/90~~ 2/28/89

In Process

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1496, p. 0694, MSA_CE54_1383. Date available 06/22/2005. Printed 04/11/2018.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

SCHEDULE A

13.228 ACRE PARCEL OF LAND SURVEYED FOR HANSON DEVELOPMENT CORPORATION, LOCATED NORTH OF HANSON ROAD, FIRST ELECTION DISTRICT, HARFORD COUNTY, MARYLAND.

BEGINNING FOR THE SAME AT A POINT ON THE NORTHERLY SIDE OF CLOVER VALLEY WAY, 60 FEET WIDE, SAID POINT BEING AT THE END OF THE 37TH OR NORTH 29° 57' 31" WEST 60.00 FOOT LINE DESCRIBED IN SCHEDULE A OF THE FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, DATED JULY 23, 1987 AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY, MARYLAND IN LIBER 1423, FOLIO 0028, THENCE CROSSING THE SAID CLOVER VALLEY WAY AND RUNNING REVERSELY AND BINDING ON THE SAID 37TH LINE,

1. SOUTH 29° 57' 31" EAST 60.00 FEET, THENCE RUNNING ON THE SOUTHERLY SIDF OF SAID CLOVER VALLEY WAY AND RUNNING REVERSELY AND BINDING ON THE 36TH AND 35TH LINES OF THE SAID FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS THE TWO FOLLOWING COURSES AND DISTANCES VIZ:
2. BY A CURVE TO THE LEFT WITH A RADIUS OF 780.00 FEET AND AN ARC LENGTH OF 39.14 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING NORTH 58° 36' 15" EAST FOR A DISTANCE OF 39.13 FEET AND
3. NORTH 57° 10' 00" EAST 97.37 FEET, THENCE LEAVING CLOVER VALLEY WAY AND RUNNING REVERSELY AND BINDING ON THE 34TH THROUGH 28TH LINES OF THE AFORESAID FIRST SUPPLEMENTAL DECLARAITON OF COVENANTS, CONDITION, AND RESTRICTIONS THE SEVEN FOLLOWING COURSES AND DISTANCES VIZ:
4. SOUTH 77° 50' 00" EAST 21.21 FEET,
5. SOUTH 32° 50' 00" EAST 41.94 FEET,
6. SOUTH 28° 10' 00" WEST 425.33 FEET,
7. SOUTH 06° 21' 55" WEST 26.93 FEET,
8. SOUTH 28° 10' 00" WEST 140.00 FEET,
9. SOUTH 18° 50' 15" EAST 43.99 FEET AND
10. SOUTH 28° 10' 00" WEST 105.00 FEET, THENCE RUNNING THROUGH THE LAND CONVEYED AND DESCRIBED IN A DEED FROM HANSON PARTNERSHIP TO HANSON DEVELOPMENT CORPORATION

In Process

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1496, p. 0695, MSA_CE54_1383. Date available 06/22/2005. Printed 04/11/2018.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

DATED JULY 16, 1986 AND RECORDED AMONG THE AFORESAID LAND RECORDS IN LIBER 1334, FOLIO 762,

11. NORTH 71° 55' 04" WEST 63.92 FEET TO A POINT, SAID POINT BEING AT THE END OF THE 17TH OR SOUTH 74° 32' 05" EAST 68.45 FOOT LINE DESCRIBED IN THE 1ST PARCEL OF SCHEDULE A OF THE THIRD SUPPLEMENTAL DECLARATION OF CONVENANTS, CONDITIONS AND RESTRICTIONS DATED JANUARY 14, 1988 AND RECORDED AMONG THE AFORESAID LAND RECORDS IN LIBER 1456, FOLIO 0264, THENCE RUNNING REVERSELY AND BINDING ON ALL OF THE 17TH THROUGH 12TH LINES AND ON THE 11TH LINE OF THE SAID THIRD SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PART OF ITS DISTANCE THE SEVEN FOLLOWING COURSES AND DISTANCES VIZ:

12. NORTH 74° 32' 05" WEST 68.45 FEET,

13. NORTH 79° 53' 14" WEST 68.45 FEET,

14. NORTH 85° 14' 24" WEST 68.45 FEET,

15. SOUTH 89° 24' 27" WEST 68.45 FEET,

16. SOUTH 84° 03' 17" WEST 68.45 FEET,

17. SOUTH 80° 53' 52" WEST 63.25 FEET AND

18. SOUTH 77° 45' 44" WEST 185.07 FEET, THENCE RUNNING THROUGH AND ACROSS THE AFORESAID LAND OF HANSON DEVELOPMENT CORPORATION THE SIX FOLLOWING COURSES AND DISTANCES VIZ:

19. NORTH 18° 20' 00" WEST 684.23 FEET TO THE SOUTH SIDE OF THE AFORESAID CLOVER VALLEY WAY,

20. BY A CURVE TO THE LEFT WITH A RADIUS OF 430.00 FEET AND AN ARC LENGTH OF 69.77 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING SOUTH 72° 54' 48" WEST 69.70 FEET, THEN CROSSING THE SAID CLOVER VALLEY WAY,.

21. NORTH 21° 44' 07" WEST 60.00 FEET THEN ALONG THE NORTH SIDE OF THE SAID CLOVER VALLEY WAY,

22. BY A CURVE TO THE RIGHT WITH A RADIUS OF 490.00 FEET AND AN ARC LENGTH OF 303.21 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING NORTH 85° 59' 32" EAST 298.40 FEET,

23. SOUTH 76° 16' 50" EAST 293.61 FEET AND

LIBER 1496 FOLIO 0696

In Process

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1496, p. 0696, MSA_CE54_1383. Date available 06/22/2005. Printed 04/11/2018.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

24. By a curve to the left with a radius of 720.00 feet and an arc length of 548.88 feet, said curve being subtended by a chord bearing North 81° 52' 50" East 535.68 feet to the place of beginning.

CONTAINING 13.228 acres of land more or less

BEING part of that tract or parcel of land conveyed and described in a deed from Hanson Partnership to Hanson Development Corporation dated July 16, 1986 and recorded among the Land Records of Harford County, Maryland in Liber 1334, Folio. 762.

In Process

BER1496 FOLO0697.

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1496, p. 0697, MSA_CE54_1383. Date available 06/22/2005. Printed 04/11/2018.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

SCHEDULE B

13.228 ACRE PARCEL OF LAND SURVEYED FOR HANSON DEVELOPMENT CORPORATION, LOCATED NORTH OF HANSON ROAD, FIRST ELECTION DISTRICT, HARFORD COUNTY, MARYLAND.

BEGINNING FOR THE SAME AT A POINT ON THE NORTHERLY SIDE OF CLOVER VALLEY WAY, 60 FEET WIDE, SAID POINT BEING AT THE END OF THE 37TH OR NORTH 29° 57' 31" WEST 60.00 FOOT LINE DESCRIBED IN SCHEDULE A OF THE FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, DATED JULY 23, 1987 AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY, MARYLAND IN LIBER 1423, FOLIO 0028, THENCE CROSSING THE SAID CLOVER VALLEY WAY AND RUNNING REVERSELY AND BINDING ON THE SAID 37TH LINE,

1. SOUTH 29° 57' 31" EAST 60.00 FEET, THENCE RUNNING ON THE SOUTHERLY SIDF OF SAID CLOVER VALLEY WAY AND RUNNING REVERSELY AND BINDING ON THE 36TH AND 35TH LINES OF THE SAID FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS THE TWO FOLLOWING COURSES AND DISTANCES VIZ:
2. BY A CURVE TO THE LEFT WITH A RADIUS OF 780.00 FEET AND AN ARC LENGTH OF 39.14 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING NORTH 58° 36' 15" EAST FOR A DISTANCE OF 39.13 FEET AND
3. NORTH 57° 10' 00" EAST 37.37 FEET, THENCE LEAVING CLOVER VALLEY WAY AND RUNNING REVERSELY AND BINDING ON THE 34TH THROUGH 28TH LINES OF THE AFORESAID FIRST SUPPLEMENTAL DECLARAITON OF COVENANTS, CONDITION, AND RESTRICTIONS THE SEVEN FOLLOWING COURSES AND DISTANCES VIZ:
4. SOUTH 77° 50' 00" EAST 21.21 FEET,
5. SOUTH 32° 50' 00" EAST 41.94 FEET,
6. SOUTH 28° 10' 00" WEST 425.33 FEET,
7. SOUTH 06° 21' 55" WEST 26.93 FEET,
8. SOUTH 28° 10' 00" WEST 140.00 FEET,
9. SOUTH 18° 50' 15" EAST 43.99 FEET AND
10. SOUTH 28° 10' 00" WEST 105.00 FEET, THENCE RUNNING THROUGH THE LAND CONVEYED AND DESCRIBED IN A DEED FROM HANSON PARTNERSHIP TO HANSON DEVELOPMENT CORPORATION

In Process

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1496, p. 0698, MSA_CE54_1383. Date available 06/22/2005. Printed 04/11/2018.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

DATED JULY 16, 1986 AND RECORDED AMONG THE AFORESAID LAND RECORDS IN LIBER 1334, FOLIO 762,

11. NORTH 71° 55' 04" WEST 63.92 FEET TO A POINT, SAID POINT BEING AT THE END OF THE 17TH OR SOUTH 74° 32' 05" EAST 68.45 FOOT LINE DESCRIBED IN THE 1ST PARCEL OF SCHEDULE A OF THE THIRD SUPPLEMENTAL DECLARATION OF CONVENANTS, CONDITIONS AND RESTRICTIONS DATED JANUARY 14, 1988 AND RECORDED AMONG THE AFORESAID LAND RECORDS IN LIBER 1456, FOLIO 0264, THENCE RUNNING REVERSELY AND BINDING ON ALL OF THE 17TH THROUGH 12TH LINES AND ON THE 11TH LINE OF THE SAID THIRD SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PART OF ITS DISTANCE THE SEVEN FOLLOWING COURSES AND DISTANCES VIZ:

12. NORTH 74° 32' 05" WEST 68.45 FEET,
13. NORTH 79° 53' 14" WEST 68.45 FEET,
14. NORTH 85° 14' 24" WEST 68.45 FEET,
15. SOUTH 89° 24' 27" WEST 68.45 FEET,
16. SOUTH 84° 03' 17" WEST 68.45 FEET,
17. SOUTH 80° 53' 52" WEST 63.25 FEET AND
18. SOUTH 77° 45' 44" WEST 185.07 FEET, THENCE RUNNING THROUGH AND ACROSS THE AFORESAID LAND OF HANSON DEVELOPMENT CORPORATION THE SIX FOLLOWING COURSES AND DISTANCES VIZ:
19. NORTH 18° 20' 00" WEST 684.23 FEET TO THE SOUTH SIDE OF THE AFORESAID CLOVER VALLEY WAY,
20. BY A CURVE TO THE LEFT WITH A RADIUS OF 430.00 FEET AND AN ARC LENGTH OF 69.77 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING SOUTH 72° 54' 48" WEST 69.70 FEET, THEN CROSSING THE SAID CLOVER VALLEY WAY,.
21. NORTH 21° 44' 07" WEST 60.00 FEET THEN ALONG THE NORTH SIDE OF THE SAID CLOVER VALLEY WAY,
22. BY A CURVE TO THE RIGHT WITH A RADIUS OF 490.00 FEET AND AN ARC LENGTH OF 303.21 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING NORTH 85° 59' 32" EAST 298.40 FEET,
23. SOUTH 76° 16' 50" EAST 293.61 FEET AND

In Process

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1496, p. 0699, MSA_CE54_1383. Date available 06/22/2005. Printed 04/11/2018.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

24. By a curve to the left with a radius of 720.00 feet and an arc length of 548.88 feet, said curve being subtended by a chord bearing North 81° 52' 50" East 535.68 feet to the place of beginning.

CONTAINING 13.228 acres of land more or less

BEING part of that tract or parcel of land conveyed and described in a deed from Hanson Partnership to Hanson Development Corporation dated July 16, 1986 and recorded among the Land Records of Harford County, Maryland in Liber 1334, Folio 762.

Saving and Excepting all those Lots Nos. 351 through 395 and the Bed of Clover Valley Way as shown on Final Plat Six - Phase Four Woodbridge Center recorded among the Plat Records of Harford County in Plat Book CGHIII No. 60, folio 103

and

Saving and Excepting 396 through 454 and the Bed of Clover Valley Way as shown on Final Plat Seven - Phase Four Woodbridge Center recorded among the Plat Records of Harford County in Plat Book CGHIII No. 60, folio 124.

In Process

Susquehanna Title Co.
21 W. Susquehanna Ave
Towson, MD 21204

REC'D & RECORDED CGH
NO 1496 FOLIO 692
1988 SEP -9 PM 1:47
HARFORD CO.
CHARLES G. HIOB. III
CLERK

LIBER 1496 FOLIO 0700

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1496, p. 0700, MSA_CE54_1383. Date available 06/22/2005. Printed 04/11/2018.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

FIFTH SUPPLEMENTAL DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

THIS FIFTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 28th day of September, 1988, by HANSON DEVELOPMENT CORP., a body corporate of the State of Maryland, (hereinafter referred to a "Declarant").

W I T N E S S E T H

WHEREAS, Hanson Development Corp., heretofore declared that certain property be held, sold and conveyed subject to the Declaration of Covenants, Conditions and Restrictions dated August 6, 1986, and recorded among the Land Records of Harford County in Liber C.G.H. No. 1337, Folio 381, (hereinafter referred to as the "Declaration"); and Amended Declaration dated November 19, 1986, recorded in C.G.H. No. 1362, folio 708.

WHEREAS, pursuant to the Declaration, the Woodbridge Center Homeowners' Association, Inc. was established (hereinafter referred to as the "Association"); and

WHEREAS, pursuant to Article X, of the Declaration, Hanson Development Corp., its successors and assigns had the unilateral right, privilege and option to annex a portion of the land referred to therein by recording a Supplemental Declaration of Covenants, Conditions and Restrictions among the Land Records of Harford County, Maryland, which Supplemental Declaration shall extend the scheme of the covenants, conditions and restrictions contained in the Declaration to said annexed property; and

WHEREAS, the Declarant desires to annex additional land, to wit: the land described in Schedule A attached hereto and made a part hereof (hereinafter referred to as "Schedule A - Land"), which Schedule A - Land is a portion of the land referred to in Article X, of said Declaration; and

WHEREAS, all of the Schedule A - Land, described in Schedule A attached hereto and made a part hereof, will become a part of the "Common Area" (as defined and described in the Declaration) owned by the Association.

NOW, THEREFORE, the Declarant hereby declares as follows:

1. That the Schedule A - Land shall be and hereby is annexed to the "Property" as defined and described in the Declaration and the Schedule A -Land shall and hereby does become a part of said Property so as to extend the scheme and effect of the covenants, conditions and restrictions of the Declaration to the Schedule A - Land and to make the Schedule A - Land subject to the Declaration,.

REC FE 17.00
#17,0720 C001 R01 T15:25
10/17/88

2. That all of the Schedule A - Land which is described in Schedule A attached hereto shall, as a result of the annexation of the Schedule A - Land, become a part of the Common Area and will be owned by the Association and subject to the terms and covenants of the Declaration at the time of the "Conveyance for Residential Use", as said term is defined in the Declaration, of the first lot in the Schedule A - Land by Declarant.

3. That the covenants, conditions and restrictions of

17

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1506, p. 0643, MSA_CE54_1393. Date available 06/22/2005. Printed 04/11/2018.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

the Declaration as hereby supplemented shall remain in full force and effect.

IN WITNESS the signature of Morris Wolf, President of Hanson Development Corp., on the day and year first above written.

TEST: HANSON DEVELOPMENT CORP.

By: _____ (SEAL)
Morris Wolf, President

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY, that on this _____ day _____, 1988, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Morris Wolf, President, and acknowledged the foregoing instrument to be the act of Hanson Development Corp.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public

My Commission expires: 7-1-90

Peter F. Nostrand and Robert F. Skrinski, Trustees for United Virginia Bank, Mortgagee, join herein to consent to the aforesaid Fourth Supplemental Declaration and releases the lien of its mortgages/deed of trust as to the property described in Schedule A, but expressly retains its liens on the balance of the property described in its mortgages/deed of trust not hereby or heretofore released.

Witness the hands of Peter F. Nostrand and Robert F. Skrinski, Trustees.

WITNESS:

_____ _____ (SEAL)
PETER F. NOSTRAND, Trustee

_____ _____ (SEAL)
ROBERT F. SKRINSKI, Trustee

DISTRICT OF COLUMBIA ~~STATE OF VIRGINIA~~, ~~ALEXANDRIA COUNTY~~, to wit:

I HEREBY CERTIFY, that on this 28th day of September, 1988, before me, the subscriber, a Notary Public of the ~~State~~ aforesaid, personally appeared Peter F. Nostrand, Trustee for United Virginia Bank, a corporation, and that he as such Trustee acknowledged the foregoing partial release to be its act.

WITNESS my hand and Notarial Seal.

_____
Notary Public

My Commission expires: ~~7/1/90~~ 2-28-89

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1506, p. 0644, MSA_CE54_1393. Date available 06/22/2005. Printed 04/11/2018.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

DISTRICT OF COLUMBIA
~~STATE OF VIRGINIA~~, ~~ALEXANDRIA COUNTY~~, to wit:

I HEREBY CERTIFY, that on this 28th day of September, 1988, before me, the subscriber, a Notary Public of the ~~State~~ aforesaid, personally appeared Robert F. Skrinski, Trustee for United Virginia Bank, a corporation, and that he as such Trustee acknowledged the foregoing partial release to be its act.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: ~~7/1/90~~ 2-28-89

In Process

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1506, p. 0645, MSA_CE54_1393. Date available 06/22/2005. Printed 04/11/2018.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

EXHIBIT A

All that property known as Lot 1 of the Final Plat - Community Center Woodbridge Center recorded among the Plat Records of Harford County in Plat Book 63, folio 32. The improvements thereon being known as 910 Woodbridge Center Way.

BEING part of the property described in a Deed dated July 16, 1986 and recorded among the Land Records of Harford County in Liber CGH No. 1334, folio 762, which was granted and conveyed by Hanson Partnership unto the party of the first part.

In Process

REC'D & RECORDED CGH
NO 1506 FOLIO 643

1998 OCT 17 PM 3:27

CHARLES G. HICS, III
CLERK

Power & Mosner
21 W. Susquehanna Ave.
Towson Md. 21204

LIBER 1506 FOLIO 0646

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1506, p. 0646, MSA_CE54_1393. Date available 06/22/2005. Printed 04/11/2018.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

SIXTH SUPPLEMENTAL DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

THIS SIXTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 28th day of September, 1988, by HANSON DEVELOPMENT CORP., a body corporate of the State of Maryland, (hereinafter referred to a "Declarant").

W I T N E S S E T H

WHEREAS, Hanson Development Corp., heretofore declared that certain property be held, sold and conveyed subject to the Declaration of Covenants, Conditions and Restrictions dated August 6, 1986, and recorded among the Land Records of Harford County in Liber C.G.H. No. 1337, Folio 381, (hereinafter referred to as the "Declaration"); and Amended Declaration dated November 19, 1986, recorded in C.G.H. No. 1362, folio 708.

WHEREAS, pursuant to the Declaration, the Woodbridge Center Homeowners' Association, Inc. was established (hereinafter referred to as the "Association"); and

WHEREAS, pursuant to Article X, of the Declaration, Hanson Development Corp., its successors and assigns had the unilateral right, privilege and option to annex a portion of the land referred to therein by recording a Supplemental Declaration of Covenants, Conditions and Restrictions among the Land Records of Harford County, Maryland, which Supplemental Declaration shall extend the scheme of the covenants, conditions and restrictions contained in the Declaration to said annexed property; and

WHEREAS, the Declarant desires to annex additional land, to wit: the land described in Schedule A attached hereto and made a part hereof (hereinafter referred to as "Schedule A - Land"), which Schedule A - Land is a portion of the land referred to in Article X, of said Declaration; and

NOW, THEREFORE, the Declarant hereby declares as follows:

1. That the Schedule A - Land shall be and hereby is annexed to the "Property" as defined and described in the Declaration and the Schedule A -Land shall and hereby does become a part of said Property so as to extend the scheme and effect of the covenants, conditions and restrictions of the Declaration to the Schedule A - Land and to make the Schedule A - Land subject to the Declaration,.

2. No portion of the Schedule A - Land will become part of the Common area.

IN WITNESS the signature of Morris Wolf, President of Hanson Development Corp., on the day and year first above written.

REC FE 21.00

#701340 COOP R01 11:30

- 1 -

11/02/88

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

TEST: HANSON DEVELOPMENT CORP.

Maria L Steinberg By: (SEAL)
Morris Wolf, President

STATE OF MARYLAND, ~~BALTIMORE~~ Carroll COUNTY, to wit:

I HEREBY CERTIFY, that on this 28th day September, 1988, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Morris Wolf, President, and acknowledged the foregoing instrument to be the act of Hanon Development Corp.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Maria L Steinberg
Notary Public

My Commission expires: 7-1-90

Peter F. Nostrand and Robert F. Skrinski, Trustees for United Virginia Bank, Mortgagee, join herein to consent to the aforesaid First Supplemental Declaration and subrogates the lien of its mortgages/deed of trust thereto.

Witness the hands of Peter F. Nostrand and Robert F. Skrinski, Trustees.

WITNESS:

Eileen M. Sell (SEAL)
PETER F. NOSTRAND, Trustee

Eileen M. Sell (SEAL)
ROBERT F. SKRINSKI, Trustee

District Columbia
~~STATE~~ OF ~~VIRGINIA~~, ~~ALEXANDRIA COUNTY~~, to wit:

I HEREBY CERTIFY, that on this 25th day of October, 1988, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Peter F. Nostrand, Trustee for United Virginia Bank, a corporation, and that he as such Trustee acknowledged the foregoing subrogation to be its act.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: ~~7/1/90~~ 2-28-89

District Columbia
~~STATE~~ OF ~~VIRGINIA~~, ~~ALEXANDRIA COUNTY~~, to wit:

I HEREBY CERTIFY, that on this 25th day of October, 1988, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Robert F. Skrinski, Trustee for United Virginia Bank, a corporation,

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

SCHEDULE A

1.753 ACRE PARCEL OF LAND SURVEYED FOR HANSON DEVELOPMENT CORPORATION. LOCATED ON THE EAST SIDE OF MAGNOLIA ROAD, FIRST ELECTION DISTRICT, HARFORD COUNTY, MARYLAND.

BEGINNING FOR THE SAME AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF MAGNOLIA ROAD, SAID POINT BEING AT THE SOUTHWESTERLY CORNER OF LOT NUMBER 546, AS SHOWN ON A PLAT ENTITLED "FINAL PLAT EIGHT, PHASE FOUR, WOODBRIDGE CENTER" AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY, MARYLAND IN PLAT BOOK 62, FOLIO 98, THENCE BINDING ON SAID MAGNOLIA ROAD AND ON THE REAR OF LOTS 546 THROUGH 551 AS SHOWN ON THE AFORESAID PLAT, TWO COURSES, VIZ:

1. NORTH 24° 27' 44" WEST 180.51 FEET, AND
2. BY A CURVE TO THE LEFT WITH A RADIUS OF 2123.40 FEET AND AN ARC LENGTH OF 245.72 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING NORTH 27° 46' 30" WEST 245.59 FEET TO A POINT, THENCE LEAVING SAID MAGNOLIA ROAD AND BINDING ON THE NORTHWESTERLY SIDE OF LOTS 551 AND 552 AS SHOWN ON THE AFORESAID PLAT, TWO COURSES, VIZ:
3. NORTH 56° 53' 01" EAST 276.31 FEET, AND
4. SOUTH 81° 18' 30" EAST 10.00 FEET TO A POINT AND TO INTERSECT THE WESTERLY SIDE OF CLOVER VALLEY WAY, 60 FEET WIDE, AS SHOWN ON THE AFORESAID PLAT, THENCE BINDING THEREON AND ON THE FRONT OF LOTS 552 THROUGH 546 OF THE AFORESAID PLAT,
5. BY A CURVE TO THE LEFT WITH A RADIUS OF 905.16 FEET AND AN ARC LENGTH OF 490.52 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING SOUTH 06° 50' 06" EAST 484.54 FEET, TO A POINT AT THE SOUTHEAST CORNER OF THE AFORESAID LOT 546, THENCE BINDING ON THE SOUTHERLY SIDE THEREOF,
6. SOUTH 65° 32' 16" WEST 120.61 FEET TO THE PLACE OF BEGINNING.

In Process

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

SCHEDULE A (CONT'D)

CONTAINING 1.753 ACRES OF LAND MORE OR LESS.

BEING ALL OF THE LAND DESIGNATED AS LOTS 546 THROUGH 552, AS SHOWN ON A PLAT ENTITLED "FINAL PLAT EIGHT, PHASE FOUR, WOODBRIDGE CENTER" AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY, MARYLAND IN PLAT BOOK 62, FOLIO 98, BEING ALSO PART OF THE LAND CONVEYED AND DESCRIBED IN A DEED FROM HANSON PARTNERSHIP TO HANSON DEVELOPMENT CORPORATION, DATED JULY 16, 1986 AND RECORDED AMONG THE AFORESAID LAND RECORDS IN LIBER 1334, FOLIO 762.

In Process

REC'D & RECORDED Cash
NO 1576 FOLIO 146
1988 NOV -2 PM 1:30
HARFORD CO.
CHARLES G. HOB, III
CLERK

MAIL TO: Power & Hosner
21 W. Susquehanna Ave

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

SEVENTH SUPPLEMENTAL DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

THIS SEVENTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 27th day of October, 1988, by HANSON DEVELOPMENT CORP., a body corporate of the State of Maryland, (hereinafter referred to a "Declarant").

W I T N E S S E T H

WHEREAS, Hanson Development Corp., heretofore declared that certain property be held, sold and conveyed subject to the Declaration of Covenants, Conditions and Restrictions dated August 6, 1986, and recorded among the Land Records of Harford County in Liber C.G.H. No. 1337, Folio 381, (hereinafter referred to as the "Declaration"); and Amended Declaration dated November 19, 1986, recorded in C.G.H. No. 1362, folio 708.

WHEREAS, pursuant to the Declaration, the Woodbridge Center Homeowners' Association, Inc. was established (hereinafter referred to as the "Association"); and

WHEREAS, pursuant to Article X, of the Declaration, Hanson Development Corp., its successors and assigns had the unilateral right, privilege and option to annex a portion of the land referred to therein by recording a Supplemental Declaration of Covenants, Conditions and Restrictions among the Land Records of Harford County, Maryland, which Supplemental Declaration shall extend the scheme of the covenants, conditions and restrictions contained in the Declaration to said annexed property; and

WHEREAS, the Declarant desires to annex additional land, to wit: the land described in Schedule A attached hereto and made a part hereof (hereinafter referred to as "Schedule A - Land"), which Schedule A - Land is a portion of the land referred to in Article X, of said Declaration; and

WHEREAS, a portion of the Schedule A - Land, described in Schedule B attached hereto and made a part hereof, will become a part of the "Common Area" (as defined and described in the Declaration) owned by the Association.

NOW, THEREFORE, the Declarant hereby declares as follows:

1. That the Schedule A - Land shall be and hereby is annexed to the "Property" as defined and described in the Declaration and the Schedule A -Land shall and hereby does become a part of said Property so as to extend the scheme and effect of the covenants, conditions and restrictions of the Declaration to the Schedule A - Land and to make the Schedule A - Land subject to the Declaration,. REC FEE 22.00

2. That a portion of the Schedule A - Land which is described in Schedule B attached hereto shall, as a result of the annexation of the Schedule A -Land, become a part of the Common Area and will be owned by the Association and subject to the terms and covenants of the Declaration at the time of the "Conveyance for Residential Use", as said term is defined in the Declaration, of the first lot in the Schedule A - Land by Declarant. 0053050 COOE 001 11:00

12/13/00

TIFF Process

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

annexation of the Schedule A- Land, become a part of the Common Area and will be owned by the Association and subject to the terms and covenants of the Declaration and subject to the terms and covenants of the Declaration at the time of the "Conveyance for Residential Use", as said term is defined in the Declaration, of the first lot in the Schedule A- Land by Declarant.

3. That the covenants, conditions and restrictions of the Declaration as hereby supplemented shall remain in full force and effect.

IN WITNESS the signature of Morris Wolf, President of Hanson Development Corp., on the day and year first above written.

TEST: HANSON DEVELOPMENT CORP.

Sharon L Steinberg BY: [signature] (SEAL)
Morris Wolf, President

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY, that on this 27th day October, 1988, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Morris Wolf, President, and acknowledged the foregoing instrument to be the act of Hanson Development Corp.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[signature]
Notary Public

My Commission expires: 7-1-90

Peter F. Nostrand and Robert F. Skrinski, Trustees for United Virginia Bank, Mortgagee, join herein to consent to the aforesaid Seventh Supplemental Declaration and subrogates the lien of its mortgages/deed of trust thereto.

Witness the hands of Peter F. Nostrand and Robert F. Skrinski, Trustees.

WITNESS:

Eileen M. Bell [signature], Trustee (SEAL)
PETER F. NOSTRAND, Trustee

Eileen M. Bell [signature] (SEAL)
ROBERT F. SKRINSKI, Trustee

District of Columbia ~~STATE OF VIRGINIA~~, ~~ALEXANDRIA COUNTY~~, to wit:

I HEREBY CERTIFY, that on this 29th day of November, 1988, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Peter F. Nostrand, Trustee for United Virginia Bank, a corporation, and that he as such Trustee acknowledged the foregoing subrogation to be its act.

WITNESS my hand and Notarial Seal.

[signature]
Notary Public

My Commission expires: ~~7/1/90~~ 8-28-89

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

District of Columbia, ~~COMMONWEALTH OF VIRGINIA, ALEXANDRIA COUNTY~~, to wit:

I HEREBY CERTIFY, that on this 29th day of November, 1988, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Robert F. Skrinski, Trustee for United Virginia Bank, a corporation, and that he as such Trustee acknowledged the foregoing subrogation to be its act.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: ~~7-1-90~~ 2-28-89

In Process

SCHEDULE A

All that property shown on Final Plat One - Phase Five Woodbridge Center which is recorded among the Land Records of Harford County in Plat Book CGHIII No. 63, folio 34.

Being part of that tract or parcel of land conveyed and described in a Deed from Hanson Partnership to Hanson Development Corporation dated July 16, 1986 and recorded among the Land Records of Harford County, Maryland in Liber 1334, folio 762.

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Woodbridge Center which is recorded among the Land Records of Harford County in Plat Book CGHIII No. 63, folio 34.

Being part of that tract or parcel of land conveyed and desoribed in a Deed from Hanson Partnership to Hanson Development Corporation dated July 16, 1986 and recorded among the Land Records of Harford County, Maryland in Liber 1344, folio 762.

Saving and Excepting all those Lots Nos. 613 through 654 as shown on Final Plat One - Phase Five Woodbridge Center recorded among the Plat Records of Harford County in Plat Book CGHIII No. 63, folio 34.

In Process

REC'D & RECORDED CG N
LIBER 1519 FOLIO 196
1988 DEC 13 PM 3:57
HARFORD CO.
CHARLES G. WOOD, III
CLERK.

- 4 -

Power & Mosner
21 W Susquehanna Ave
Towson 21204

LIBER 1519 FOLIO 0200

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

EIGHTH SUPPLEMENTAL DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

THIS EIGHTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 11th day of January, 1989, by HANSON DEVELOPMENT CORP., a body corporate of the State of Maryland, (hereinafter referred to a "Declarant").

W I T N E S S E T H

WHEREAS, Hanson Development Corp., heretofore declared that certain property be held, sold and conveyed subject to the Declaration of Covenants,Conditions and Restrictions dated August 6, 1986, and recorded among the Land Records of Harford County in Liber C.G.H. No. 1337, Folio 381, (hereinafter referred to as the "Declaration");and Amended Declaration dated November 19,1986, recorded in C.G.H.No. 1362,Folio 708.

WHEREAS, pursuant to the Declaration, the Woodbridge Center Homeowners Association, Inc. was established (hereinafter referred to as the "Association"); and

WHEREAS, pursuant to Article X, of the Declaration, Hanson Development Corp., its successors and assigns had the unilateral right, privilege and option to annex a portion of the land referred to therein by recording a Supplemental Declaration of Covenants, Conditions and Restrictions among the Land Records of Harford County, Maryland, which Supplemental Declaration shall extend the scheme of the covenants, conditions and restrictions contained in the Declaration to said annexed property; and

WHEREAS, the Declarant desires to annex additional land, to wit: the land described in Schedule A attached hereto and made a part hereof (hereinafter referred to as "Schedule A - Land"), which Schedule A - Land is a portion of the land referred to in Article X, of said Declaration; and

WHEREAS, a portion of the Schedule A -Land, described in Schedule B attached hereto and made a part hereof, will become a part of the "Common Area" (as defined and described in the Declaration) owned by the Association.

NOW, THEREFORE, the Declarant hereby declares as follows:

1. That the Schedule A - Land shall be and hereby is annexed to the "Property" as defined and described in the Declaration and the Schedule A - Land shall and hereby does become a part of said Property so as to extend the scheme and effect of the covenants, conditions and restrictions of the Declaration to the Schedule A -Land and to make the Schedule A -Land subject to the Declaration.

2. That portion of the Schedule A- Land which is

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annexation of the Schedule A- Land, become a part of the Common Area and will be owned by the Association and subject to the terms and and covenants of the Declaration and subject to the terms and covenants of the Declaration at the time of the "Conveyance for Residential Use", as said term is defined in the Declaration, of the first lot in the Schedule A- Land by Declarant.

3. That the covenants, conditions and restrictions of the Declaration as hereby supplemented shall remain in full force and effect.

IN WITNESS the signature of Morris Wolf, President of Hanson Development Corp., on the day and year first above written.

TEST: HANSON DEVELOPMENT CORP.

Sharon L Stanley BY: _____ (SEAL)
Morris Wolf, President

STATE OF MARYLAND, ~~BALTIMORE~~ Carroll COUNTY, to wit:

I HEREBY CERTIFY, that on this 16th day December, 1988, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Morris Wolf, President, and acknowledged the foregoing instrument to be the act of Hanson Development Corp.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Sharon L Stanley
Notary Public

My Commission expires: 7-1-90

Peter F. Nostrand and Robert F. Skrinski, Trustees for United Virginia Bank, Mortgagee, join herein to consent to the aforesaid Eighth Supplemental Declaration and subrogates the lien of its mortgages/deed of trust thereto.

Witness the hands of Peter F. Nostrand and Robert F. Skrinski, Trustees.

WITNESS:

_____ _____ (SEAL)
PETER F. NOSTRAND, Trustee

_____
ROBERT F. SKRINSKI, Trustee

DISTRICT OF COLUMBIA, to wit:

I HEREBY CERTIFY, that on this 11th day of January, 1989, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Peter F. Nostrand, Trustee for United Virginia Bank, a corporation, and that he as such Trustee acknowledged the foregoing subrogation to be its act.

WITNESS my hand and Notarial Seal.

_____
Notary Public

In Process

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

DISTRICT OF COLUMBIA, to wit:

I HEREBY CERTIFY, that on this 11th day of JANUARY, 1988 before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Robert F. Skrinski, Trustee for United Virginia Bank, a corporation, and that he as such Trustee acknowledged the foregoing subrogation to be its act.

WITNESS my hand and Notarial Seal.

Notary Public

In Process

My Commission expires: 2/28/89

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

SCHEDULE A

10.084 ACRE PARCEL OF LAND SURVEYED FOR HANSON DEVELOPMENT CORPORATION, LOCATED ON THE NORTH SIDE OF CLOVER VALLEY WAY, FIRST ELECTION DISTRICT, HARFORD COUNTY, MARYLAND.

BEGINNING FOR THE SAME AT A POINT ON THE SOUTHWESTERLY SIDE OF WOODBRIDGE CENTER WAY, 60 FEET WIDE, AS SHOWN ON A PLAT ENTITLED "FINAL PLAT FIVE-PHASE TWO, WOODBRIDGE CENTER" AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY, MARYLAND IN PLAT BOOK C.G.H. 56, FOLIO 54, SAID POINT ALSO BEING AT THE EASTERNMOST CORNER OF A PLAT ENTITLED "FINAL PLAT-COMMUNITY CENTER, WOODBRIDGE CENTER" AND RECORDED AMONG THE AFORESAID LAND RECORDS IN PLAT BOOK C.G.H. 63, FOLIO 32, SAID POINT ALSO BEING AT THE NORTHERNMOST CORNER OF A PLAT ENTITLED "FINAL PLAT TWO-PHASE FIVE, WOODBRIDGE CENTER" AND RECORDED AMONG THE AFORESAID LAND RECORDS IN PLAT BOOK C.G.H. 64, FOLIO 54, THENCE BINDING ON SAID WOODBRIDGE CENTER WAY AND ON THE NORTHEAST SIDE OF THE LAST MENTIONED PLAT,

1. BY A CURVE TO THE RIGHT WITH A RADIUS OF 2374.81 FEET AND AN ARC LENGTH OF 384.67 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING SOUTH 37° 28' 25" EAST 384.25 FEET, TO A POINT OF TANGENCY, SAID POINT ALSO BEING AT THE EASTERNMOST CORNER OF THE LAST MENTIONED PLAT, SAID POINT ALSO BEING AT THE NORTHERNMOST CORNER OF A PLAT ENTITLED "FINAL PLAT THREE PHASE FIVE, WOODBRIDGE CENTER" AND RECORDED AMONG THE AFORESAID LAND RECORDS IN PLAT BOOK C.G.H. 64, FOLIO 55, THENCE BINDING STILL ON SAID WOODBRIDGE CENTER WAY AND BINDING ON THE NORTHEASTERLY SIDE OF THE LAST MENTIONED PLAT, TWO COURSES, VIZ:
2. SOUTH 32° 50' 00" EAST 356.46 FEET, AND
3. SOUTH 12° 10' 00" WEST 21.21 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF CLOVER VALLEY WAY, 60 FEET WIDE, AS SHOWN ON A PLAT ENTITLED "FINAL PLAT FIVE-PHASE TWO, WOODBRIDGE CENTER" AND RECORDED AMONG THE AFORESAID LAND RECORDS IN PLAT BOOK C.G.H. 56, FOLIO 54,

In Process

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

SCHEDULE A

THENCE BINDING ON THE SAID CLOVER VALLEY WAY AND ON THE SOUTH SIDE OF THE AFORESAID FINAL PLAT THREE-PHASE FIVE, WOODBRIDGE CENTER, TWO COURSES, VIZ:

4. SOUTH 57° 10' 00" WEST 37.37 FEET TO A POINT OF CURVATURE, AND
5. BY A CURVE TO THE RIGHT WITH A RADIUS OF 720.00 FEET AND AN ARC LENGTH OF 546.92 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING SOUTH 78° 55' 41" WEST 533.87 FEET, TO A POINT, SAID POINT BEING THE WESTERNMOST CORNER OF THE AFORESAID FINAL PLAT THREE-PHASE FIVE, WOODBRIDGE CENTER, SAID POINT ALSO BEING THE SOUTHERNMOST CORNER OF THE AFORESAID FINAL PLAT TWO-PHASE FIVE, WOODBRIDGE CENTER, THENCE CONTINUING TO BIND ON SAID CLOVER VALLEY WAY, AND BINDING ON THE AFORESAID PLAT, TWO COURSES, VIZ:
6. BY A CURVE TO THE RIGHT WITH A RADIUS OF 720.00 FEET AND AN ARC LENGTH OF 38.07 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING NORTH 77° 47' 44" WEST 38.07 FEET, TO A POINT OF TANGENCY, AND
7. NORTH 76° 16' 50" WEST 206.16 FEET TO A POINT, SAID POINT BEING THE SOUTHEASTERNMOST CORNER OF A PLAT ENTITLED "FINAL PLAT ONE-PHASE FIVE, WOODBRIDGE CENTER" AND RECORDED AMONG THE AFORESAID LAND RECORDS IN PLAT BOOK C.G.H. 63, FOLIO 34, THENCE LEAVING SAID CLOVER VALLEY WAY AND BINDING ON THE LAST MENTIONED PLAT AND ON THE AFORESAID PLAT ENTITLED " FINAL PLAT-COMMUNITY CENTER, WOODBRIDGE CENTER", TWO COURSES, VIZ:
8. NORTH 18° 20' 00" WEST 392.40 FEET, AND
9. NORTH 57° 10' 00" EAST 587.53 FEET TO THE PLACE OF BEGINNING.

In Process

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

SCHEDULE A

CONTAINING 10.084 ACRES OF LAND MORE OR LESS.

BEING ALL OF THE LAND SHOWN ON A PLAT ENTITLED "FINAL PLAT TWO-PHASE FIVE, WOODBRIDGE CENTER" AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY, MARYLAND IN PLAT BOOK C.G.H. 64, FOLIO 54, BEING ALSO ALL OF THE LAND SHOWN ON A PLAT ENTITLED "FINAL PLAT THREE-PHASE FIVE, WOODBRIDGE CENTER" AND RECORDED AMONG THE AFORESAID LAND RECORDS IN PLAT BOOK C.G.H. 64, FOLIO 55, BEING ALSO PART OF THE LAND CONVEYED BY, A DESCRIBED IN A DEED FROM HANSON PARTNERSHIP TO HANSON DEVELOPMENT CORPORATION, DATED JULY 16, 1986 AND RECORDED AMONG THE AFORESAID LAND RECORDS IN LIBER 1334, FOLIO 762.

In Process

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

SCHEDULE A

6.530 ACRE PARCEL OF LAND SURVEYED FOR HANSON DEVELOPMENT CORPORATION, LOCATED ON THE SOUTHEAST SIDE OF CLOVER VALLEY WAY, FIRST ELECTION DISTRICT, HARFORD COUNTY, MARYLAND.

BEGINNING FOR THE SAME A POINT ON THE EASTERLY SIDE OF CLOVER VALLEY WAY, 60 FEET WIDE, AS SHOWN ON A PLAT ENTITLED "FINAL PLAT EIGHT-PHASE FOUR, WOODBRIDGE CENTER" AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY, MARYLAND IN PLAT BOOK C.G.H. 62, FOLIO 98, SAID POINT ALSO BEING AT THE NORTHWESTERLY CORNER OF A PLAT ENTITLED "FINAL PLAT FOUR-PHASE FOUR, WOODBRIDGE CENTER" AND RECORDED AMONG THE AFORESAID LAND RECORDS IN PLAT BOOK C.G.H. 59, FOLIO 95, SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF A PLAT ENTITLED "FINAL PLAT FOUR-PHASE FIVE, WOODBRIDGE CENTER" AND RECORDED AMONG THE AFORESAID LAND RECORDS IN PLAT BOOK C.G.H. 64, FOLIO 56, THENCE BINDING ON THE EAST AND SOUTHEAST SIDE OF SAID CLOVER VALLEY WAY AND BINDING ON THE WEST AND NORTHWEST SIDE OF THE LAST MENTIONED PLAT, THREE COURSES, VIZ:

1. BY A CURVE TO THE RIGHT WITH A RADIUS OF 845.16 FEET AND AN ARC LENGTH OF 428.18 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING NORTH 05° 49' 28" WEST 423.62 FEET, TO A POINT OF COMPOUND CURVATURE,
2. BY CURVE TO THE RIGHT WITH A RADIUS OF 430.00 FEET AND AN ARC LENGTH OF 447.11 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING NORTH 38° 28' 38" EAST 427.24 FEET, TO A POINT, AND
3. BY A CURVE TO THE RIGHT WITH A RADIUS OF 430.00 FEET AND AN ARC LENGTH OF 69.77 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING NORTH 72' 54' 48" EAST 69.70 FEET, TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF A PLAT ENTITLED FINAL PLAT SEVEN-PHASE FOUR, WOODBRIDGE CENTER" AND RECORDED AMONG THE AFORESAID LAND RECORDS IN PLAT BOOK C.G.H. 60, FOLIO 104, THENCE LEAVING SAID CLOVER VALLEY WAY AND BINDING ON THE WESTERLY SIDE OF THE LAST MENTIONED PLAT,
4. SOUTH 18° 20' 00" EAST 684.23 FEET TO A POINT, SAID POINT BEING IN THE OUTLINE OF THE

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SCHEDULE A

AFORESAID FINAL PLAT FOUR-PHASE FOUR, WOODBRIDGE CENTER" THENCE BINDING THEREON, THREE COURSES, VIZ:

5. SOUTH 77° 45' 44" WEST 366.39 FEET,
6. SOUTH 73° 33' 09" WEST 70.94 FEET, AND
7. SOUTH 69° 39' 44" WEST 83.80 FEET TO THE PLACE OF BEGINNING.

CONTAINING 6.530 ACRES OF LAND MORE OR LESS.

BEING ALL OF THE LAND SHOWN ON A PLAT ENTITLED "FINAL PLAT FOUR-PHASE FIVE, WOODBRIDGE CENTER" AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY, MARYLAND IN PLAT BOOK C.G.H. 64, FOLIO 56, SAVING AND EXCEPTING THEREFROM THE RIGHT OF WAY OF CLOVER VALLEY WAY AS SHOWN ON SAID PLAT, BEING ALSO A PART OF THE LAND CONVEYED BY AND DESCRIBED IN A DEED FROM HANSON PARTNERSHIP TO HANSON DEVELOPMENT CORPORATION, DATED JULY 16, 1986 AND RECORDED AMONG THE AFORESAID LAND RECORDS IN LIBER 1334, FOLIO 762.

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SCHEDULE B

10.084 ACRE PARCEL OF LAND SURVEYED FOR HANSON DEVELOPMENT CORPORATION, LOCATED ON THE NORTH SIDE OF CLOVER VALLEY WAY, FIRST ELECTION DISTRICT, HARFORD COUNTY, MARYLAND.

BEGINNING FOR THE SAME AT A POINT ON THE SOUTHWESTERLY SIDE OF WOODBRIDGE CENTER WAY, 60 FEET WIDE, AS SHOWN ON A PLAT ENTITLED "FINAL PLAT FIVE-PHASE TWO, WOODBRIDGE CENTER" AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY, MARYLAND IN PLAT BOOK C.G.H. 56, FOLIO 54, SAID POINT ALSO BEING AT THE EASTERNMOST CORNER OF A PLAT ENTITLED "FINAL PLAT-COMMUNITY CENTER, WOODBRIDGE CENTER" AND RECORDED AMONG THE AFORESAID LAND RECORDS IN PLAT BOOK C.G.H. 63, FOLIO 32, SAID POINT ALSO BEING AT THE NORTHERNMOST CORNER OF A PLAT ENTITLED "FINAL PLAT TWO-PHASE FIVE, WOODBRIDGE CENTER" AND RECORDED AMONG THE AFORESAID LAND RECORDS IN PLAT BOOK C.G.H. 64, FOLIO 54, THENCE BINDING ON SAID WOODBRIDGE CENTER WAY AND ON THE NORTHEAST SIDE OF THE LAST MENTIONED PLAT,

1. BY A CURVE TO THE RIGHT WITH A RADIUS OF 2374.81 FEET AND AN ARC LENGTH OF 384.67 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING SOUTH 37° 28' 25" EAST 384.25 FEET, TO A POINT OF TANGENCY, SAID POINT ALSO BEING AT THE EASTERNMOST CORNER OF THE LAST MENTIONED PLAT, SAID POINT ALSO BEING AT THE NORTHERNMOST CORNER OF A PLAT ENTITLED "FINAL PLAT THREE PHASE FIVE, WOODBRIDGE CENTER" AND RECORDED AMONG THE AFORESAID LAND RECORDS IN PLAT BOOK C.G.H. 64, FOLIO 55, THENCE BINDING STILL ON SAID WOODBRIDGE CENTER WAY AND BINDING ON THE NORTHEASTERLY SIDE OF THE LAST MENTIONED PLAT, TWO COURSES, VIZ:
2. SOUTH 32° 50' 00" EAST 356.46 FEET, AND
3. SOUTH 12° 10' 00" WEST 21.21 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF CLOVER VALLEY WAY, 60 FEET WIDE, AS SHOWN ON A PLAT ENTITLED "FINAL PLAT FIVE-PHASE TWO, WOODBRIDGE CENTER" AND RECORDED AMONG THE AFORESAID LAND RECORDS IN PLAT BOOK C.G.H. 56, FOLIO 54,

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SCHEDULE B

THENCE BINDING ON THE SAID CLOVER VALLEY WAY AND ON THE SOUTH SIDE OF THE AFORESAID FINAL PLAT THREE-PHASE FIVE, WOODBRIDGE CENTER, TWO COURSES, VIZ:

4. SOUTH 57° 10' 00" WEST 37.37 FEET TO A POINT OF CURVATURE, AND
5. BY A CURVE TO THE RIGHT WITH A RADIUS OF 720.00 FEET AND AN ARC LENGTH OF 546.92 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING SOUTH 78° 55' 41" WEST 533.87 FEET, TO A POINT, SAID POINT BEING THE WESTERNMOST CORNER OF THE AFORESAID FINAL PLAT THREE-PHASE FIVE,

WOODBRIDGE CENTER, SAID POINT ALSO BEING THE SOUTHERNMOST CORNER OF THE AFORESAID FINAL PLAT TWO-PHASE FIVE, WOODBRIDGE CENTER, THENCE CONTINUING TO BIND ON SAID CLOVER VALLEY WAY, AND BINDING ON THE AFORESAID PLAT, TWO COURSES, VIZ:

6. BY A CURVE TO THE RIGHT WITH A RADIUS OF 720.00 FEET AND AN ARC LENGTH OF 38.07 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING NORTH 77° 47' 44" WEST 38.07 FEET, TO A POINT OF TANGENCY, AND
7. NORTH 76° 16' 50" WEST 206.16 FEET TO A POINT, SAID POINT BEING THE SOUTHEASTERNMOST CORNER OF A PLAT ENTITLED "FINAL PLAT ONE-PHASE FIVE, WOODBRIDGE CENTER" AND RECORDED AMONG THE AFORESAID LAND RECORDS IN PLAT BOOK C.G.H. 63, FOLIO 34, THENCE LEAVING SAID CLOVER VALLEY WAY AND BINDING ON THE LAST MENTIONED PLAT AND ON THE AFORESAID PLAT ENTITLED " FINAL PLAT-COMMUNITY CENTER, WOODBRIDGE CENTER", TWO COURSES, VIZ:
8. NORTH 18° 20' 00" WEST 392.40 FEET, AND
9. NORTH 57° 10' 00" EAST 587.53 FEET TO THE PLACE OF BEGINNING.

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SCHEDULE B

CONTAINING 10.084 ACRES OF LAND MORE OR LESS.

BEING ALL OF THE LAND SHOWN ON A PLAT ENTITLED "FINAL PLAT TWO-PHASE FIVE, WOODBRIDGE CENTER" AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY, MARYLAND IN PLAT BOOK C.G.H. 64, FOLIO 54, BEING ALSO ALL OF THE LAND SHOWN ON A PLAT ENTITLED "FINAL PLAT THREE-PHASE FIVE, WOODBRIDGE CENTER" AND RECORDED AMONG THE AFORESAID LAND RECORDS IN PLAT BOOK C.G.H. 64, FOLIO 55, BEING ALSO PART OF THE LAND CONVEYED BY A DESCRIBED IN A DEED FROM HANSON PARTNERSHIP TO HANSON DEVELOPMENT CORPORATION, DATED JULY 16, 1986 AND RECORDED AMONG THE AFORESAID LAND RECORDS IN LIBER 1334, FOLIO 762.

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SAVING AND EXCEPTING all those lots Nos. 695 through 758 as shown on Final Plat Two Phase Five Woodbridge Center recorded among the Land Records of Harford County in Liber C.G.H. 64, folio 54 and all those lots Nos. 655 through 694 as shown on Final Plat Three Phase Five Woodbridge Center recorded among the Land Records of Harford County in Liber C.G.H. 64, folio 55.

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SCHEDULE B

6.530 ACRE PARCEL OF LAND SURVEYED FOR HANSON DEVELOPMENT CORPORATION, LOCATED ON THE SOUTHEAST SIDE OF CLOVER VALLEY WAY. FIRST ELECTION DISTRICT, HARFORD COUNTY, MARYLAND.

BEGINNING FOR THE SAME A POINT ON THE EASTERLY SIDE OF CLOVER VALLEY WAY, 60 FEET WIDE, AS SHOWN ON A PLAT ENTITLED "FINAL PLAT EIGHT-PHASE FOUR, WOODBRIDGE CENTER" AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY, MARYLAND IN PLAT BOOK C.G.H. 62, FOLIO 98, SAID POINT ALSO BEING AT THE NORTHWESTERLY CORNER OF A PLAT ENTITLED "FINAL PLAT FOUR-PHASE FOUR, WOODBRIDGE CENTER" AND RECORDED AMONG THE AFORESAID LAND RECORDS IN PLAT BOOK C.G.H. 59, FOLIO 95, SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF A PLAT ENTITLED "FINAL PLAT FOUR-PHASE FIVE, WOODBRIDGE CENTER" AND RECORDED AMONG THE AFORESAID LAND RECORDS IN PLAT BOOK C.G.H. 64, FOLIO 56, THENCE BINDING ON THE EAST AND SOUTHEAST SIDE OF SAID CLOVER VALLEY WAY AND BINDING ON THE WEST AND NORTHWEST SIDE OF THE LAST MENTIONED PLAT, THREE COURSES, VIZ:

1. BY A CURVE TO THE RIGHT WITH A RADIUS OF 845.16 FEET AND AN ARC LENGTH OF 428.18 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING NORTH 05° 49' 28" WEST 423.62 FEET, TO A POINT OF COMPOUND CURVATURE,
2. BY CURVE TO THE RIGHT WITH A RADIUS OF 430.00 FEET AND AN ARC LENGTH OF 447.11 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING NORTH 38° 28' 38" EAST 427.24 FEET, TO A POINT, AND
3. BY A CURVE TO THE RIGHT WITH A RADIUS OF 430.00 FEET AND AN ARC LENGTH OF 69.77 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING NORTH 72° 54' 48" EAST 69.70 FEET, TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF A PLAT ENTITLED FINAL PLAT SEVEN-PHASE FOUR, WOODBRIDGE CENTER" AND RECORDED AMONG THE AFORESAID LAND RECORDS IN PLAT BOOK C.G.H. 60, FOLIO 104, THENCE LEAVING SAID CLOVER VALLEY WAY AND BINDING ON THE WESTERLY SIDE OF THE LAST MENTIONED PLAT.
4. SOUTH 18° 20' 00" EAST 604.23 FEET TO A POINT, SAID POINT BEING IN THE OUTLINE OF THE

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SCHEDULE B

AFORESAID FINAL PLAT FOUR-PHASE FOUR, WOODBRIDGE CENTER" THENCE BINDING THEREON, THREE COURSES, VIZ:

5. SOUTH 77° 45' 44" WEST 366.39 FEET,
6. SOUTH 73° 33' 09" WEST 70.94 FEET, AND
7. SOUTH 69° 39' 44" WEST 83.80 FEET TO THE PLACE OF BEGINNING.

CONTAINING 6.530 ACRES OF LAND MORE OR LESS.

BEING ALL OF THE LAND SHOWN ON A PLAT ENTITLED "FINAL PLAT FOUR-PHASE FIVE, WOODBRIDGE CENTER" AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY, MARYLAND IN PLAT BOOK C.G.H. 64, FOLIO 56, SAVING AND EXCEPTING THEREFROM THE RIGHT-OF-WAY OF CLOVER VALLEY WAY AS SHOWN ON SAID PLAT, BEING ALSO A PART OF THE LAND CONVEYED BY AND DESCRIBED IN A DEED FROM HANSON PARTNERSHIP TO HANSON DEVELOPMENT CORPORATION, DATED JULY 16, 1986 AND RECORDED AMONG THE AFORESAID LAND RECORDS IN LIBER 1334, FOLIO 762.

Saving and excepting all those lots Nos. 553 through 612 as shown on Final Plat Four Phase Five Woodbridge Center recorded among the Land Records of Harford County in Liber C.G.H. 64, folio 56.

In Process

REC'D & RECORDED C.G.H
NO 1526 FOLIO 877
1989 JAN 23 PM 3:51
HARFORD CO.
CHARLES G. HIOB, III
CLERK

Power & Mosier
21 W. Susquehanna Ave
Towson, Md 21204

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NINTH SUPPLEMENTAL DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

THIS NINTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 17th day of July, 1989, by HANSON DEVELOPMENT CORP., a body corporate of the State of Maryland, (hereinafter referred to a "Declarant").

W I T N E S S E T H

WHEREAS, Hanson Development Corp., heretofore declared that certain property be held, sold and conveyed subject to the Declaration of Covenants,Conditions and Restrictions dated August 6, 1986, and recorded among the Land Records of Harford County in Liber C.G.H. No. 1337, Folio 381, (hereinafter referred to as the "Declaration");and Amended Declaration dated November 19,1986, recorded in C.G.H.No. 1362,Folio 708.

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WHEREAS, pursuant to the Declaration, the Woodbridge Center Homeowners Association, Inc. was established (hereinafter referred to as the "Association"); and

WHEREAS, pursuant to Article X, of the Declaration, Hanson Development Corp., its successors and assigns had the unilateral right, privilege and option to annex a portion of the land referred to therein by recording a Supplemental Declaration of Covenants, Conditions and Restrictions among the Land Records of Harford County, Maryland, which Supplemental Declaration shall extend the scheme of the covenants, conditions and restrictions contained in the Declaration to said annexed property; and

WHEREAS, the Declarant desires to annex additional land, to wit: the land described in Schedule A attached hereto and made a part hereof (hereinafter referred to as "Schedule A - Land"), which Schedule A - Land is a portion of the land referred to in Article X, of said Declaration; and

WHEREAS, a portion of the Schedule A -Land, described in Schedule B attached hereto and made a part hereof, will become a part of the "Common Area" (as defined and described in the Declaration) owned by the Association.

NOW, THEREFORE, the Declarant hereby declares as follows:

1. That the Schedule A - Land shall be and hereby is annexed to the "Property" as defined and described in the Declaration and the Schedule A - Land shall and hereby does become a part of said Property so as to extend the scheme and effect of the covenants, conditions and restrictions of the Declaration to the Schedule A -Land and to make the Schedule A -Land subject to the Declaration.

2. No portion of the Schedule A- Land will become part of the Common Area.

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3. That the covenants, conditions and restrictions of the Declaration as hereby supplemented shall remain in full force and effect.

IN WITNESS the signature of Morris Wolf, President of Hanson Development Corp., on the day and year first above written.

TEST: HANSON DEVELOPMENT CORP.

By: _____ (SEAL)
Morris Wolf, President

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY, that on this 17th day July, 1989, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Morris Wolf, President, and acknowledged the foregoing instrument to be the act of Hanson Development Corp.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission expires: 7-1-90

Thomas M. Eckis and Richard M. Knight, Trustees for United Virginia Bank, Mortgagee, join herein to consent to the aforesaid Ninth Supplemental Declaration and subrogates the lien of its mortgages/deed of trust thereto.

Witness the hands of Thomas M. Eckis and Richard M. Knight, Trustees.

WITNESS:

_____ (SEAL)
Thomas M. Eckis, Trustee

_____ (SEAL)
Richard M. Knight, Trustee

DISTRICT OF COLUMBIA, to wit:

I HEREBY CERTIFY, that on this 8th day of July, 1989, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Thomas M. Eckis, Trustee for United Virginia Bank, a corporation, and that he as such Trustee acknowledged the foregoing subrogation to be its act.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires:

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DISTRICT OF COLUMBIA, to wit:

I HEREBY CERTIFY, that on this ~~10th~~ 8th day of ~~May~~ August, 1989, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared ~~Robert E. Lewis~~ Richard M. ~~Sterling~~ Lewis, Trustee for United Virginia Bank, a corporation, and that he as such Trustee acknowledged the foregoing subrogation to be its act.

WITNESS my hand and Notarial Seal.

Ruth E. Hodgson
Notary Public

My Commission expires:
June 14, 1992

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Bylaws
Woodbridge Center HOA

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BY-LAWS
of
WOODBRIDGE CENTER HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is Woodbridge Homeowners Association, Inc. hereinafter referred to as the "Association." the principal office of the corporation shall be located at 910 Woodbridge Center Way, Edgewood, Maryland 21040, 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.

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ARTICLE II

DEFINITIONS

Section 1. The terms "Association", "Common Area", "Lots", "Owner" and "Property" as used in these By-Laws shall have the meanings set forth in the Declaration of Covenants, Conditions and Restrictions relating to the Subdivision dated August 6, 1986 and recorded among the Land Records of Harford County in Liber 1337 folio 381. ("Declaration").

Section 2. "Member means those persons or entities to membership in the Association as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting Members of the Members shall be held in January of each year thereafter, at a date, time and place within the State of Maryland selected by the Board of Directors of the Association.

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 (i) entitled to vote one-fourth (1/4) of the votes of the Class A Membership or (ii) entitled to vote one-fourth (1/4) of all of the votes of the 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 the notice, postage prepaid, not less than fifteen (15) nor more than sixty (60) days before the meeting, to each Member, addressed to the Member's address last appearing on the books of the Association, or supplied by the Member of the Association for the purpose of notice. The notice shall specify the place, day and

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hour of the meeting. In the case of a special meeting, the notice shall state the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members or proxies entitled to cast one-tenth (1/10th) of the votes of the Membership shall constitute a quorum for any action except as otherwise provided in the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

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

ARTICLE IV

BOARD OF DIRECTORS SELECTION:

TERM OF OFFICE

SECTION 1. Number. The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association.

Section 2. Terms of Office. The terms of office of the "Charter Directors" (as defined in the Articles of Incorporation of the Association) shall be for the period until the first annual meeting of the Members at which their successors are elected. The terms of each director other than a Charter Director shall be for one (1) year or until his successor is elected, whichever shall be the longer period. Each director, other than a Charter Director, shall be elected at the annual meeting.

Section 3. Removal. Any director, other than a Charter 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, pursuant to these By-Laws, 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 the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

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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 approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

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Section 1. Nomination. Nomination of Directors 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 other persons. The Nominating Committee shall be appointed by the President of the Association prior to each annual meeting of the Members, to serve until the close of the 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. Nominations may be made from among Members or non-Members.

Section 2. Election. Election to the Board of Directors shall be by written ballot. At the 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 persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least annually at such place and hour as may be fixed from time to time by resolution of the Board, without the necessity of further notice.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two 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 at a duly held meeting at which a quorum is present shall be regarding as the act of the Board.

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ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) adopt and publish rules and regulations governing the use of the Common Areas including any improvements and amenities located thereon, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights, and the right of use of any recreational facilities located on any Common Area during any period in which the Member is in default in the payment of any assessment levied by the Association; these rights may also be suspended for a period not to exceed sixty (60) days for an infraction of published rules and regulation;

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

(d) employ a manager, independent contractors, or other employees or contractors as they deem necessary, and to prescribe their duties. Any agreement entered into for the professional management of the Association, or any other contract providing for the services of the developer, sponsor or builder, may not exceed one (1) year; however, such agreement may be renewable by agreement of the parties for successive one-year periods. Any such agreement must provide; (i) for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice, and (ii) for termination by the Association for cause and without payment of a termination fee on thirty (30) days or less written notice.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) keep a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such a statement is requested in writing by the holders of one-fourth (1/4) of the votes of the Class A Members or by the holders of one-fourth (1/4) of the votes of the Class B Members;

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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 assessment against each Lot not later than February 1st each year;

(2) send written notice of each annual assessment to every Lot Owner subject thereto not later than February 1st of each year, and of each special assessment, at least forty-five (45) days in advance of its due date; and

(3) foreclose the lien against a Lot if the Owner thereof has not paid the assessment thereon within such time as the Board of Directors may determine, or bring an action at law against the Lot Owner personally obligated to pay the same;

(d) issue, or 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 the certificate states that an assessment has been paid, the certificate shall be conclusive evidence of the payment with respect to any person relying on the certificate);

(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

(g) cause the Common Areas to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice-President, who shall at all times be 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 and thereafter at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

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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 the notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of the resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to the vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. Not more than two (2) offices may be held by the same person.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Members and of the Board of Directors and see that orders and resolutions of the Board are carried out. The President shall have authority to sign all leases, mortgages, deeds and other written instruments.

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 exercise and discharge such other duties as may be required of him by the Board. The Vice-President shall likewise have authority to sign all leases, mortgages, deeds and other written instruments.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all minutes and proceedings of the Board and the Member; 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 perform such other duties as required by the Board.

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Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse these funds as directed by resolution of the Board of Directors; keep proper books of the completion of each fiscal year; and prepare an annual budget and a 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 requesting the same; "

In Process

ARTICLE IX

COMMITTEES

The Association shall appoint such committees as deemed appropriate in carrying out its purposes.

ARTICLE X

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 XI

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association assessments which are secured by a continuing lien upon the Lot against which the assessment is made. If the assessment is not paid on the due date, the assessment shall bear interest from the date of delinquency at the maximum rate allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and the interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. 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.

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ARTICLE XII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by the holder of two-thirds (2/3rds) of the votes of the Members of the Association present in person or by proxy at the meeting at which the vote is taken. Anything set forth above in this Article XII to the contrary notwithstanding, the Company shall have the absolute unilateral right, power and authority to modify, revise, and amend or change any of the terms or provisions of these By-Laws or as from time to time amended or supplemented. However, this unilateral right, power and authority of the company may be exercised only if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the Property or any part thereof or any Lots thereon for federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs. If the Veterans Administration or the Federal Housing Administration or any successor agencies thereto approve the Property financing purposes, any amendments to these By-Laws made during any period of time when there are Class B Members of the Association shall also require the prior consent of the agency giving such approval.

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 the Articles of Incorporation, or these By-Laws, the Declaration shall control.

ARTICLE XIII

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, except that the first fiscal year shall begin on the date of incorporation and end on December 31st of that year.

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IN WITNESS WHEREOF, we, being all the Directors of Woodbridge Center Homeowners Association, Inc., have hereunto set our hands this 5th day of August, 1986.

Morris Wolf

Sharon Steinberg

Donald J. Simpson Jr.

In Process

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am Sharon Steinberg the duly elected and acting secretary of Woodbridge Center Homeowners Association, Inc., a Maryland corporation; and

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 6th day of August, 1984.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 6th day of August, 1984.

Sharon Steinberg

In Process

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LIBER 00034 FOLIO 359

RESOLUTION OF THE

BOARD OF DIRECTORS

OF THE

WOODBRIDGE CENTER HOMEOWNERS ASSOCIATION, INC.

WHEREAS, Article VII, Section 1 (c) of the Woodbridge Center Homeowners Association, Inc. ("Association") Declaration of Covenants, Conditions, and Restrictions, the Board of Directors ("Board") shall have the power to exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Members by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration.

WHEREAS, Article VI, Section 3 of the Woodbridge Center Homeowners Association, Inc. Declaration of Covenants, Conditions, and Restrictions, 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 at a duly held meeting at which a quorum is present shall be regarding as the act of the Board;

In Process

WHEREAS, Article IV, Section 2 of the Woodbridge Center Homeowners Association, Inc. ("Association") Declaration of Covenants, Conditions, and Restrictions, the assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the properties if and when necessary to carry out the Association's power to provide emergency exterior maintenance. The assessments are not to be used for the improvement or maintenance of any Condominium Common Areas.

The assessments shall include an adequate reserve fund for maintenance, repairs and replacement of those elements of the common property that must be replaced on a periodic basis and are payable in regular installments rather than by special assessments.

NOW THEREFORE, in accordance with the Regulations, IT IS HEREBY RESOLVED ON JULY 10, 2017, THAT the Board adopts the following Assessment procedure:

Any transfer of a townhome property will incur an assessment of $1,000.00 to be collected and placed in a reserve account for the repairs of the townhome roads and infrastructure.

To be Recorded IN H.O.A. Depository

Return To:
Woodbridge Center H.O.A
C/O HPS Management
424 N. Union Ave.
Havre de Grace, MD 21078

LR - HOA Dep Amendment 10.00
HOA Name: Woodbridge
Ref:
Total: 10.00
01/18/2018 03:24
#97107900 CC0302 - CC12-JE
Harford County/CC03.02.02 -
Register 02

HARFORD COUNTY CIRCUIT COURT (Homeowners Association Records) JJR 34, p. 0359, MSA_CE486_34. Date available 02/02/2018. Printed 03/19/2018.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

LIBER 00034 FOLIO 360

PRESIDENT'S CERTIFICATE

I John August Penhardt do hereby certify that I am the duly elected and qualified Corporate President and keeper of the records and corporate seal of Woodbridge Center Homeowners Association, Inc. (the "Association"), and that the following is a true and correct copy of the resolution duly adopted by the Board of Directors of the Association pursuant to the requirements of the Bylaws of said corporation and that such resolutions are now in full force:

IN WITNESS WHEREOF, I have hereunto subscribed my name as Corporate President and have caused the corporate seal of said corporation to be affixed hereto.

President

July 11, 2017
Date

In Process

HARFORD COUNTY CIRCUIT COURT (Homeowners Association Records) JJR 34, p. 0360, MSA_CE486_34. Date available 02/02/2018. Printed 03/19/2018.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

WOODBRIDGE CENTER HOMEOWNERS ASSOCIATION, INC.

RESOLUTION AND ACTION OF THE BOARD OF DIRECTORS

March 11, 2021

WHEREAS, at an annual meeting of the Woodbridge Center Homeowners Association, Inc., a Maryland non-stock corporation (the "Association") held on March 11, 2021 followed directly thereafter by a meeting of the Directors of the Association, the Board of Directors took certain actions, as set forth herein.

NOW, THEREFORE, BE IT

RESOLVED, that the Board of Directors of the Association, pursuant to Article VI, Section 16 of the Bylaws amends Article IV, Sections 1 and 2 of the Bylaws of the Association, as follows:

Section 1. Number. The Affairs of the Association managed by a board of Five (5) directors, who need not be members of the Association.

Section 2. Terms of Office. The terms of each director shall be for three (3) years or until his or her successor is elected.

RESOLVED, that the Board of Directors appoint Kathy Schwandtner and Bill Midwig as the 4th and 5th Directors of the Association, such that as of the date of the meeting, the Board of Directors of the Association is as follows:

Director	Term Expiration
John Denhardt	3/31/2024
Charles Viol III	3/31/2024
Eugene Schwandtner	3/31/2022
Kathy Schwandtner	3/31/2023
Bill Midwig	3/31/2023

RESOLVED, that the Board of Directors elect the following Officers of the Association:

John Denhardt, President
Charles Viol III, Vice President
Kathy Schwandtner, Treasurer
Eugene Schwandtner, Secretary
Bill Midwig, Member at Large

RESOLVED, that this Action be placed in the corporate minute book of the Association.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

I, Eugene Schwandtner, Secretary of the Association, certify under the penalties of perjury that to the best of my knowledge, information and belief, the foregoing resolutions are true in all material respects.

WITNESS my hand on this 11th day of March, 2021.

Eugene Schwandtner, Secretary

In Process

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

HARFORD COUNTY CIRCUIT COURT (Land Records) JJR 13257, p. 0315, MSA_CE54_13263. Date available 05/14/2019. Printed 09/25/2019.

RESOLUTION OF THE

BOARD OF DIRECTORS

OF THE

WOODBRIDGE CENTER HOMEOWNERS ASSOCIATION, INC.

WHEREAS, Article VII, Section 1 (c) of the Woodbridge Center Homeowners Association, Inc. ("Association") Declaration of Covenants, Conditions, and Restrictions, the Board of Directors ("Board") shall have the power to exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Members by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration.

WHEREAS, Article VI, Section 3 of the Woodbridge Center Homeowners Association, Inc. Declaration of Covenants, Conditions, and Restrictions, 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 at a duly held meeting at which a quorum is present shall be regarding as the act of the Board;

In Process

WHEREAS, Article II, Section 6 of the Woodbridge Center Homeowners Association, Inc. ("Association") Declaration of Covenants, Conditions, and Restrictions, Each Owner shall fully and faithfully comply with the rules, regulations and restrictions applicable to use of the Common Areas, as these rules, regulations and restrictions are from time to time adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Area. Each Owner shall comply with the covenants, agreements and restrictions imposed by this Declaration for the use and enjoyment of the Common Area;

75-
40-
JJFJr

WHEREAS, Article II, Section 5 of the Woodbridge Center Homeowners Association, Inc. ("Association") Declaration of Covenants, Conditions, and Restrictions, The planned unit development will contain sufficient parking space to accommodate at least one automobile for each owner. The Association may assign the parking spaces to its members.

NOW THEREFORE, in accordance with the Regulations, IT IS HEREBY RESOLVED ON MAY 06, 2019, THAT the Board adopts the following Rules and Regulations for Parking on Townhome and Clubhouse Common Areas.

LR - Covenant
Recording Fee 75.00
Declarant Name:
woodbridge
Ref:
LR - Covenant
Surcharge 40.00
SubTotal: 115.00
Total: 115.00
05/10/2019 10:18 CC12-KB
#12110677 CC0302 -
Harford
County/CC03.02.01 -
Register 01

TB-MC

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

WOODBRIDGE CENTER HOMEOWNERS ASSOCIATION, INC.
RULES and REGULATIONS for
PARKING ON TOWNHOME AND CLUBHOUSE COMMON AREAS

The objective of these Rules and Regulations is to provide fair, reasonable, specific and enforceable rules and regulations for assigned parking spaces for each townhome in the community. Any additional spaces shall be marked for "guests".

These Parking Rules and Regulations shall apply to all Owners, their tenants, visitors, guests, invitees, contractors, or any others who have vehicles entering upon common areas and this Resolution shall remain in effect until otherwise rescinded, modified, or amended by a majority vote of the Board of Directors.

1. The Board of Directors shall decide which spaces are to be assigned to which townhomes. Maps of the assigned spaces are included with this Resolution.

2. **ENFORCEMENT:** If a homeowner finds an unauthorized vehicle parked in the parking space assigned to their home, they should call the current towing company.

a. Vehicles may not be "double-parked" so as to block the free flow of traffic on townhome streets. Such "double parking" violations are subject to towing.

b. All expenses incurred for the towing of unauthorized parked vehicles will be the full responsibility of the vehicle owner. The charges shall become the vehicles owners responsibility immediately upon the arrival of the towing company to remove such vehicle.

c. Unauthorized parked vehicles will not be removed from the assigned space unless requested from a lot owner or his agent(s).

d. The lot owner or his agent(s) who requests the removal of an unauthorized parked vehicle from the assigned space shall be responsible for ensuring that the vehicle is in violation and will accept full responsibility for charges and damages incurred from towing if the vehicle is wrongfully towed.

e. The lot owner or his agent(s) signature will be required for the authorization for the towing company prior to the removal of a vehicle from the assigned space.

3. **Visitors** - Vehicles must park in a guest space. At no time shall a visitor be parked in any assigned space without the authorization of the lot owner: **It is the responsibility of each lot owner to instruct their guest(s) where they are allowed to park.**

4. **The Towing Company Signs** - The sign's that provide adequate public notice of the potential for towing will be displayed throughout the community.

5. **Vehicle Maintenance** - Minor vehicle maintenance is permitted on parking spaces. Examples allowed are car washing, tire changing and tune-ups. Vehicle owners will be held responsible for any damage to the road surface caused by leaks or spills of automotive fluids or other causes.

In Process

HARFORD COUNTY CIRCUIT COURT (Land Records) JJR 13257, p. 0316, MSA_CE54_13263. Date available 05/14/2019. Printed 09/25/2019.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

6. **Storage of Vehicles** - Vehicles **are not to be stored in any unmarked or guest spaces within the community.** These spaces are on a first come first serve basis. Any vehicle not moved from an unmarked space within 72 hours will have a notice placed on it for removal. Once tagged, if the vehicle is not moved within 24 hours, it will be towed. Owners numbered spaces are to be used by the homeowner prior to the homeowners using the unmarked spaces. If you have two or more vehicles, then you must use your marked numbered spaces. These guest spaces will be monitored by Board Members and the Property Manager. Any lot owner may contact, the Property Manager to notify them of a vehicle in violation.

7. **Prohibited Vehicle Usage** - No vehicle in an assigned space shall be used for storage of material or items inside.

8. **Permitted Vehicles** - Only private passenger vehicles, including SUV's and conversion vans, in regular operation, displaying current registration plates, may park within the Association. No junk or inoperative vehicles will be permitted to park within the Association. Light commercial vehicles that have a manufacturer's rated capacity of 1 ton or less, such as passenger automobiles, panel vans, and pick-up trucks, used to drive to and from work are the only commercial vehicles permitted in the community.

In Process

9. **Prohibited Vehicles are as follows** - Tractor trailers and semi-trailers farm tractors and farm implements, any vehicle not properly maintained, not drivable, including but not limited to flat tires or missing tires. Campers, boats or recreational vehicles, mobile homes, tow trucks or any type of trailers.

10. **Snow Days** - Vehicles are prohibited to park in another lot owners cleared assigned space. Each lot owner is responsible to clear the snow and ice from their assigned spaces.

11. **No Parking Areas** - At no time is parking allowed in front of a "No Parking" or yellow painted curb. Such violations are subject to immediate towing.

12. **Amendment** - These rules and regulations may be amended by a majority vote of the Board of Directors.

HARFORD COUNTY CIRCUIT COURT (Land Records) JJR 13257, p. 0317, MSA_CE54_13263. Date available 05/14/2019. Printed 09/25/2019.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

PRESIDENT'S CERTIFICATE

I, John August Denhardt do hereby certify that I am the duly elected and qualified Corporate President and keeper of the records and corporate seal of Woodbridge Center Homeowners Association, Inc. (the "Association"), and that the following is a true and correct copy of the resolution duly adopted by the Board of Directors of the Association pursuant to the requirements of the Bylaws of said corporation and that such resolutions are now in full force:

IN WITNESS WHEREOF, I have hereunto subscribed my name as Corporate President and have caused the corporate seal of said corporation to be affixed hereto.

President

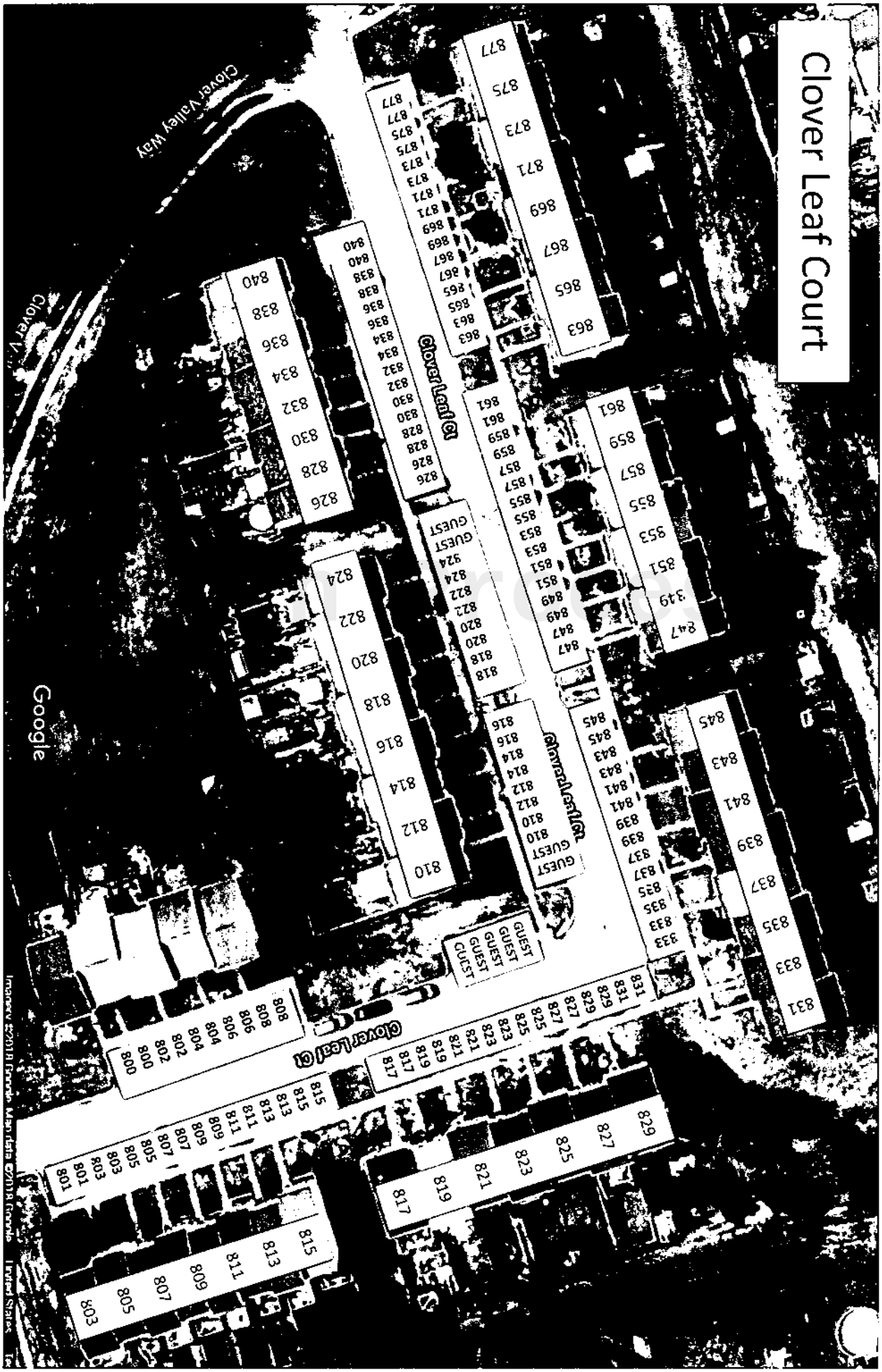
5/6/19
Date

In Process

RETURN TO;
Woodbridge Center Homeowners Assn Inc
424 North Union Ave
Havre De Grace MD 21078

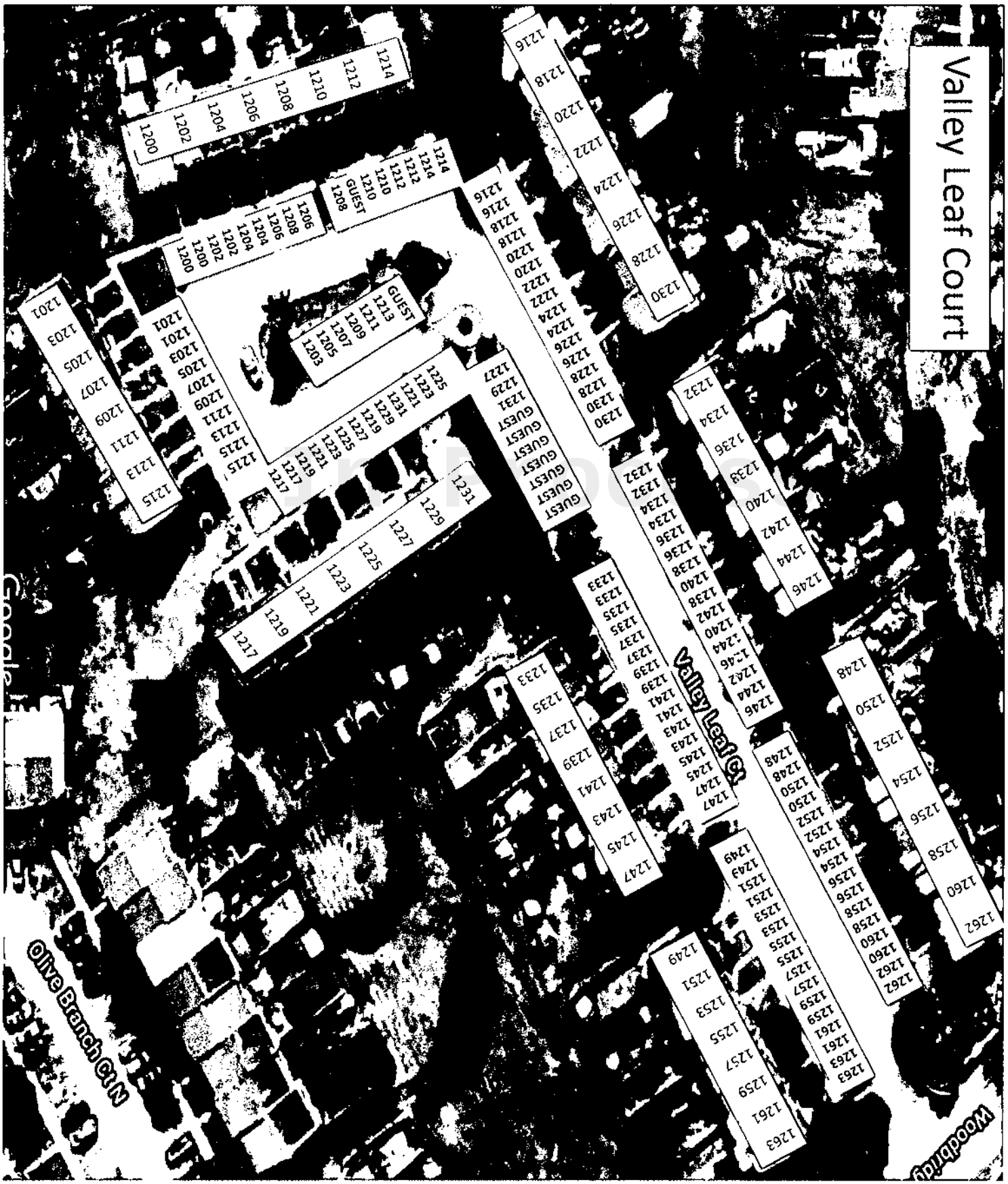
HARFORD COUNTY CIRCUIT COURT (Land Records) JJR 13257, p. 0318, MSA_CE54_13263. Date available 05/14/2019. Printed 09/25/2019.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2



HARFORD COUNTY CIRCUIT COURT (Land Records) JJR 13257, p. 0319, MSA_CE54_13263. Date available 05/14/2019. Printed 09/25/2019.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2



HARFORD COUNTY CIRCUIT COURT (Land Records) JJR 13257, p. 0320, MSA_CE54_13263. Date available 05/14/2019. Printed 09/25/2019.

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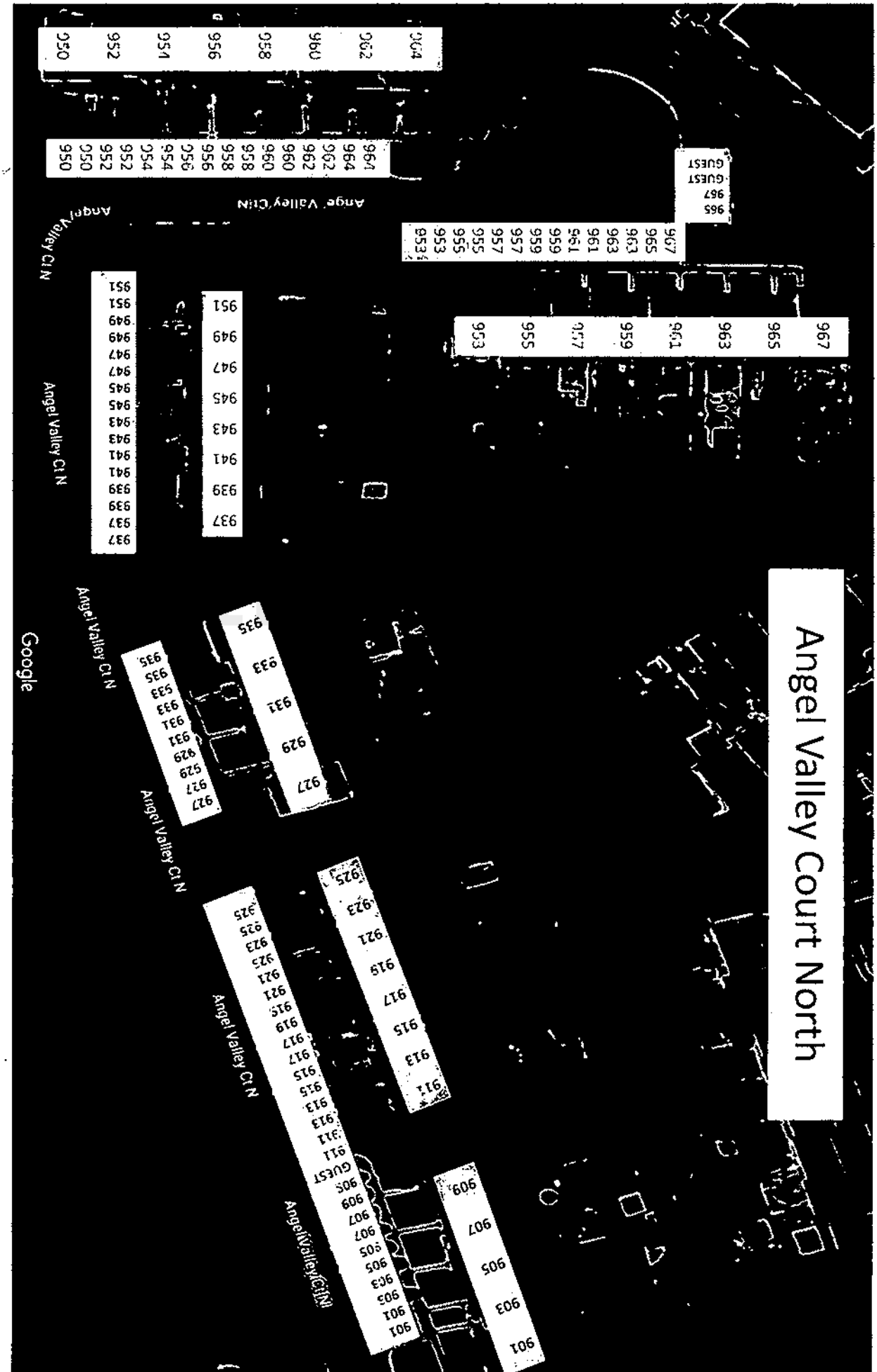

HARFORD COUNTY CIRCUIT COURT (Land Records) JJR 13257, p. 0321, MSA_CE54_13263. Date available 05/14/2019. Printed 09/25/2019.

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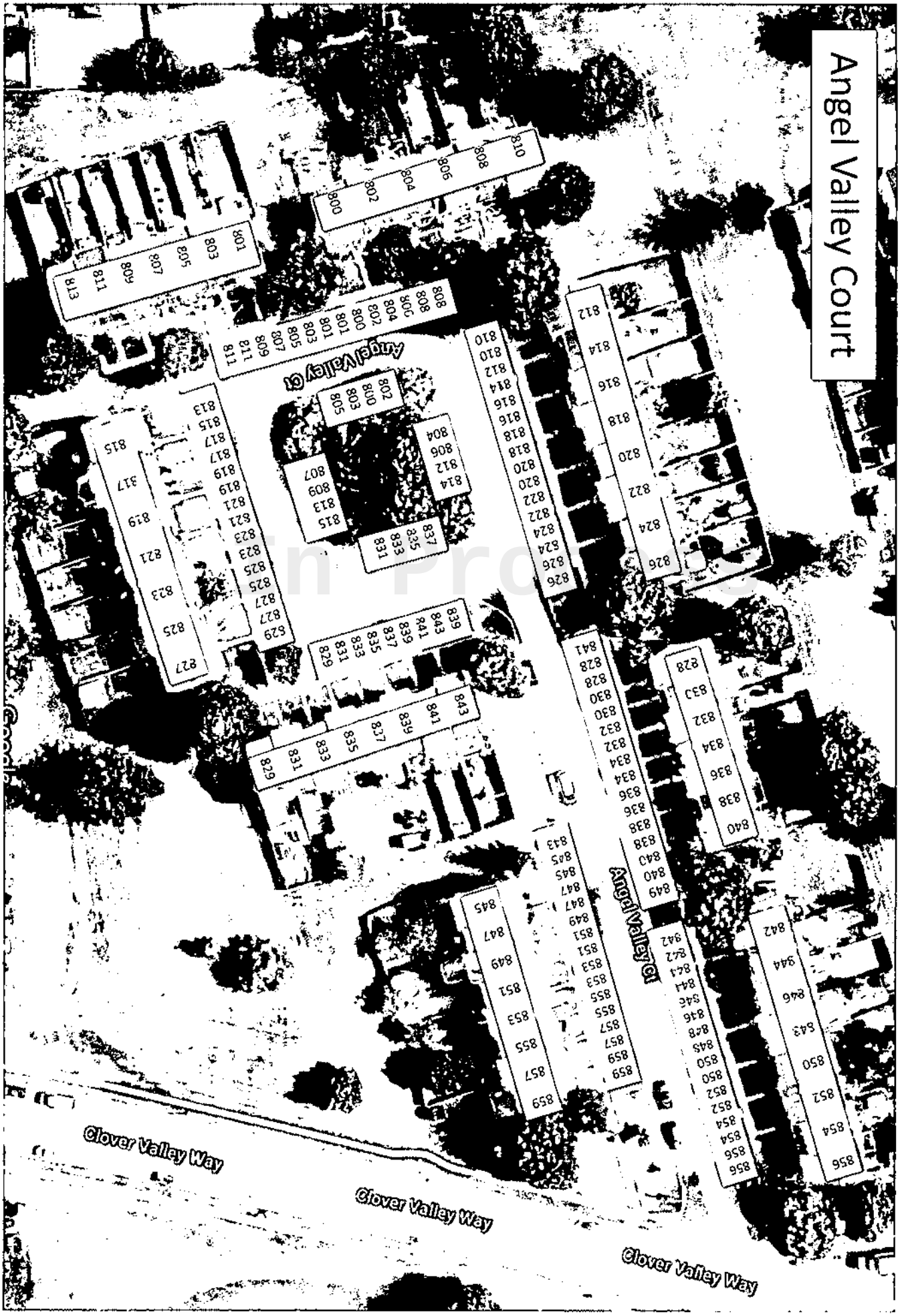

HARFORD COUNTY CIRCUIT COURT (Land Records) JJR 13257, p. 0322, MSA_CE54_13263. Date available 05/14/2019. Printed 09/25/2019.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

HARFORD COUNTY CIRCUIT COURT (Land Records) JJR 13257, p. 0323, MSA_CE54_13263. Date available 05/14/2019. Printed 09/25/2019.

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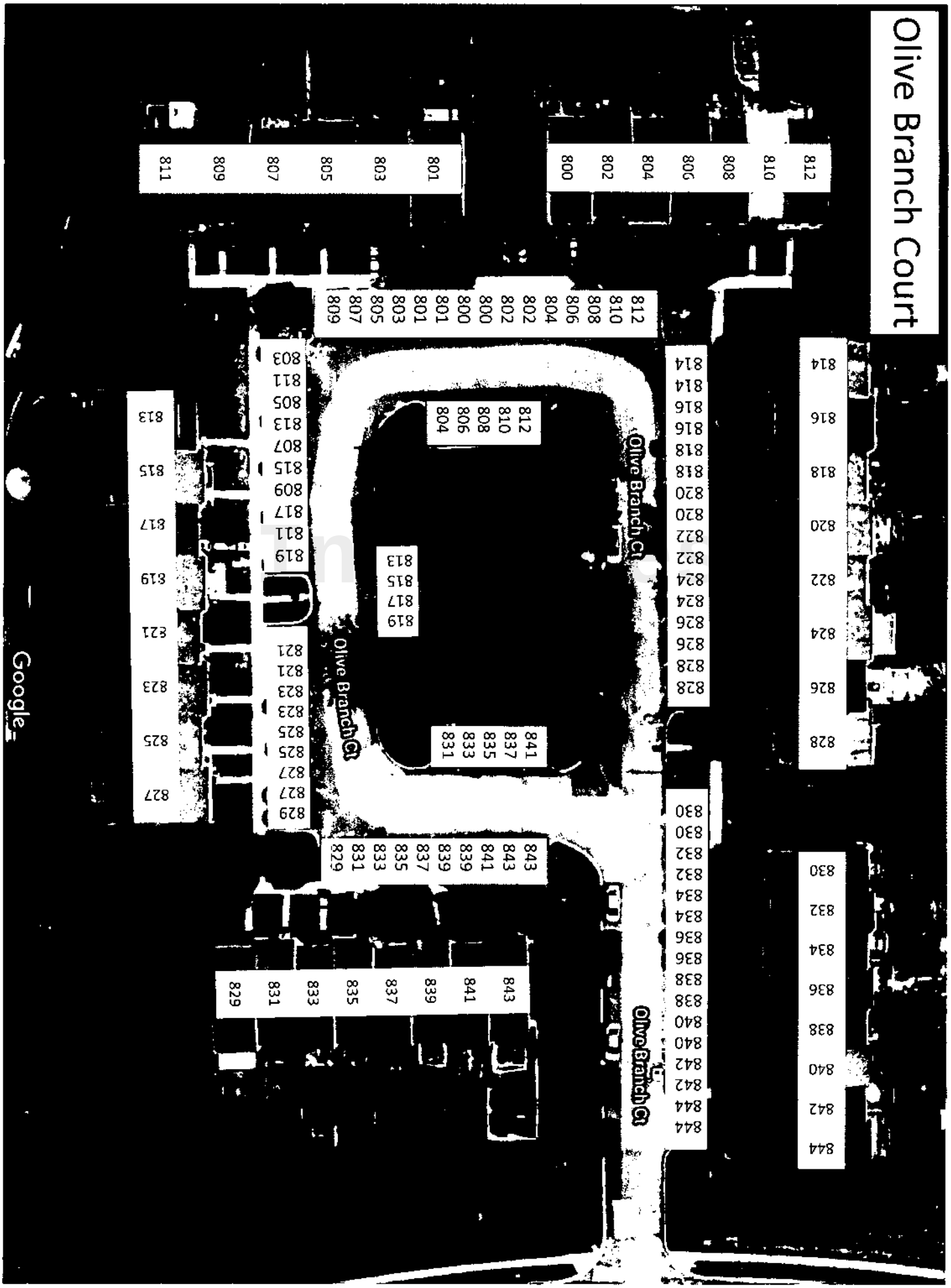
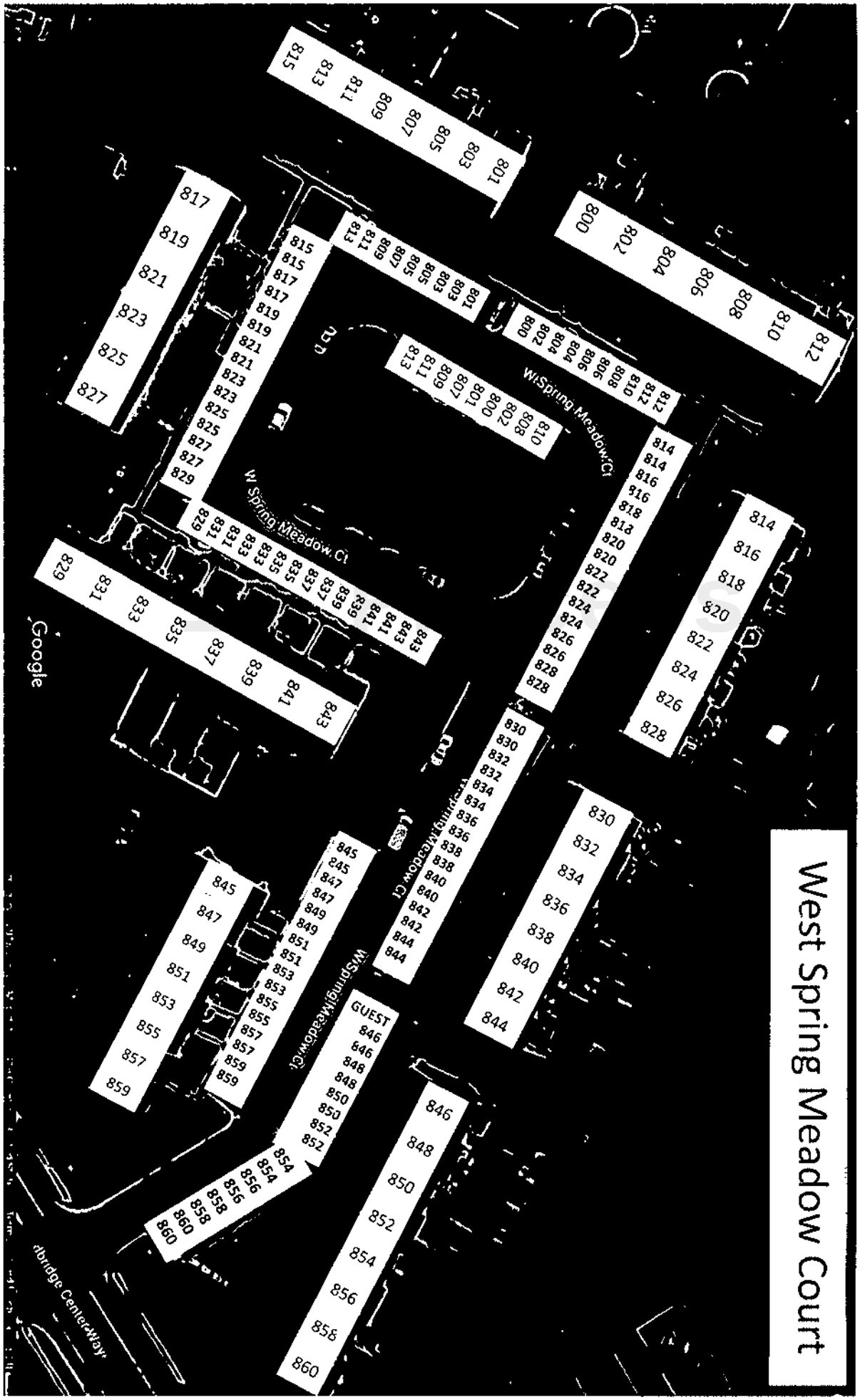


HARFORD COUNTY CIRCUIT COURT (Land Records) JJR 13257, p. 0324, MSA_CE54_13263. Date available 05/14/2019. Printed 09/25/2019.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2



HARFORD COUNTY CIRCUIT COURT (Land Records) JJR 13257, p. 0325, MSA_CE54_13263. Date available 05/14/2019. Printed 09/25/2019.

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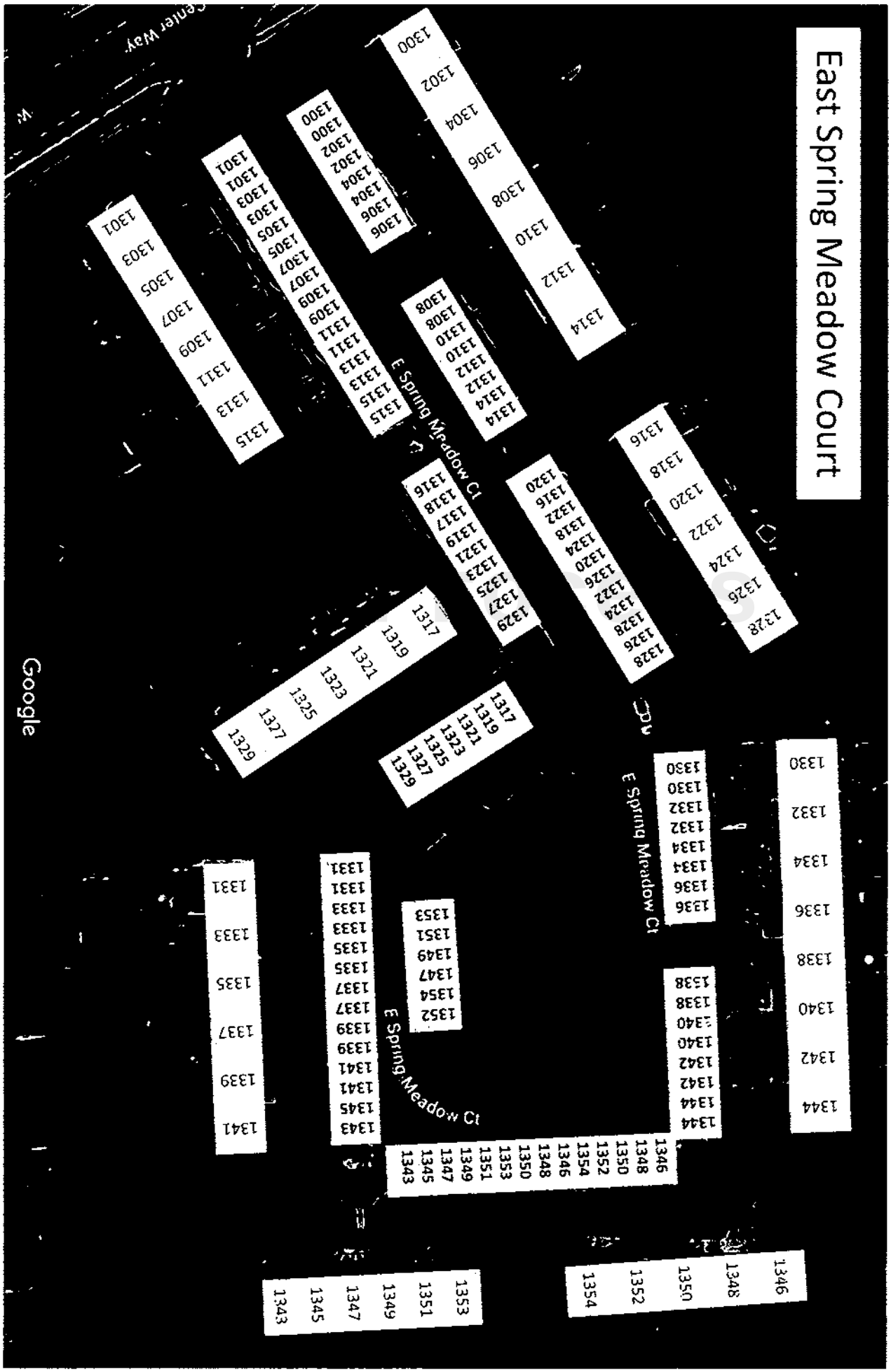

HARFORD COUNTY CIRCUIT COURT (Land Records) JJR 13257, p. 0326, MSA_CE54_13263. Date available 05/14/2019. Printed 09/25/2019.

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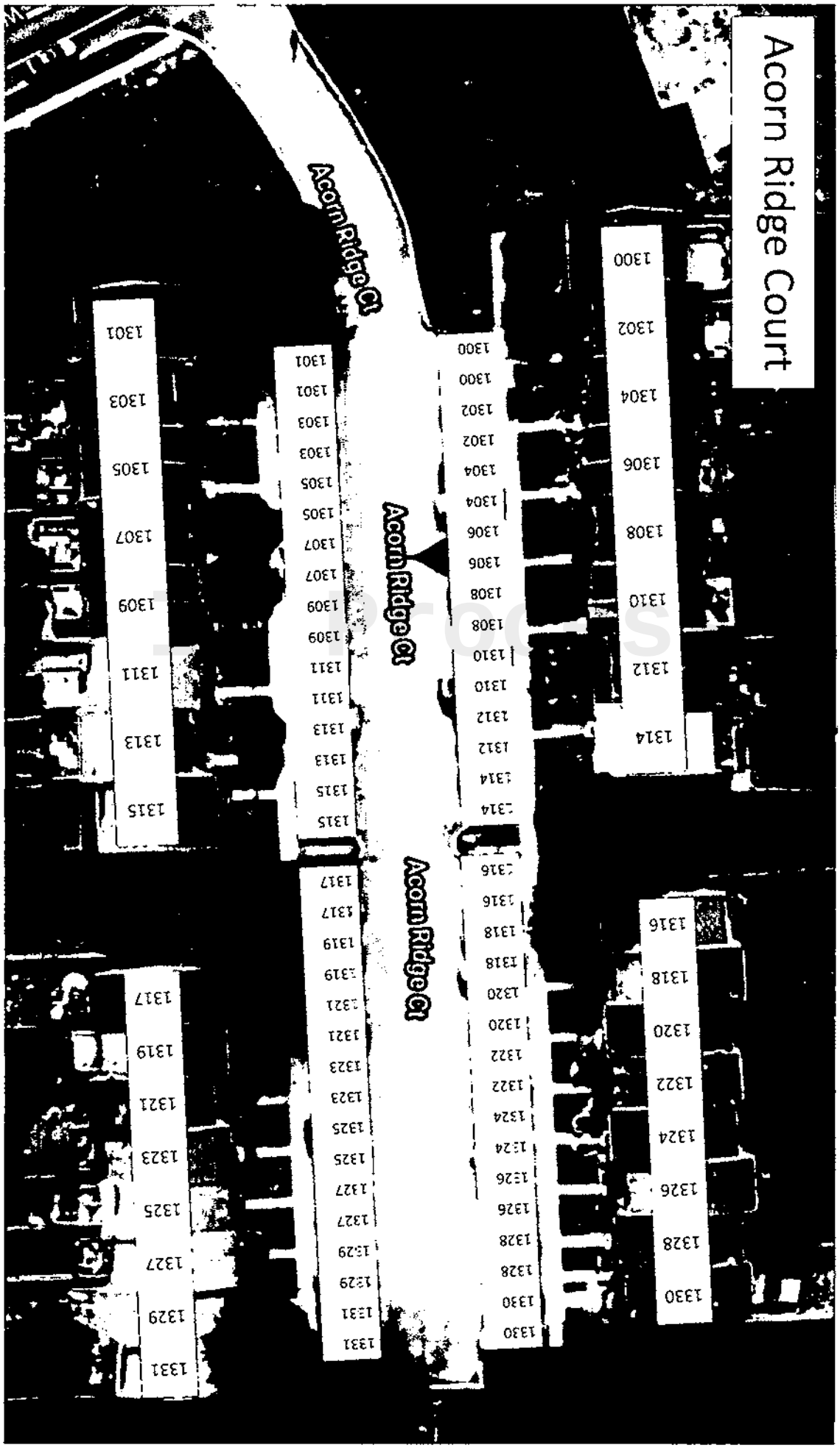

HARFORD COUNTY CIRCUIT COURT (Land Records) JJR 13257, p. 0327, MSA_CE54_13263. Date available 05/14/2019. Printed 09/25/2019.

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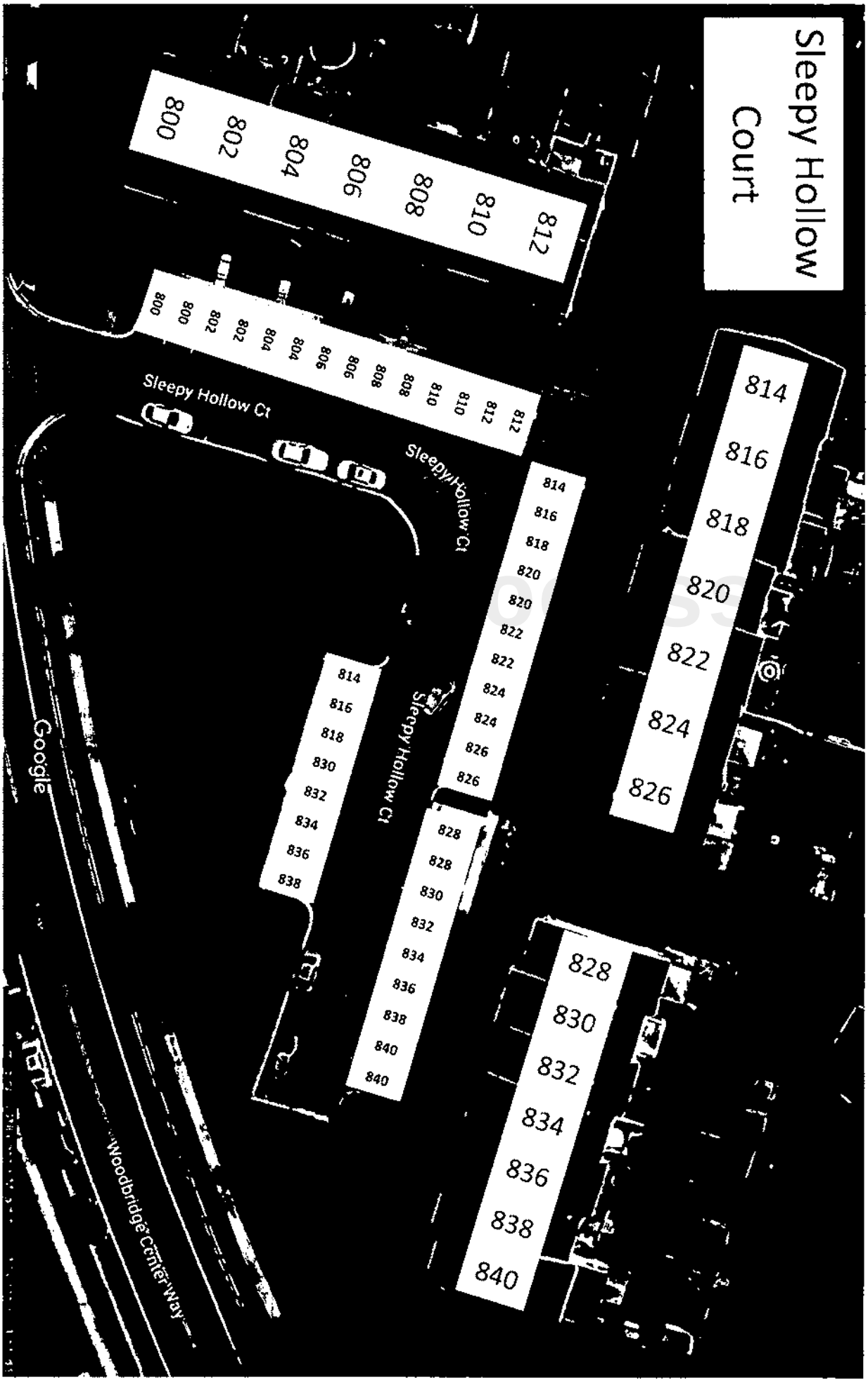

HARFORD COUNTY CIRCUIT COURT (Land Records) JJR 13257, p. 0328, MSA_CE54_13263. Date available 05/14/2019. Printed 09/25/2019.

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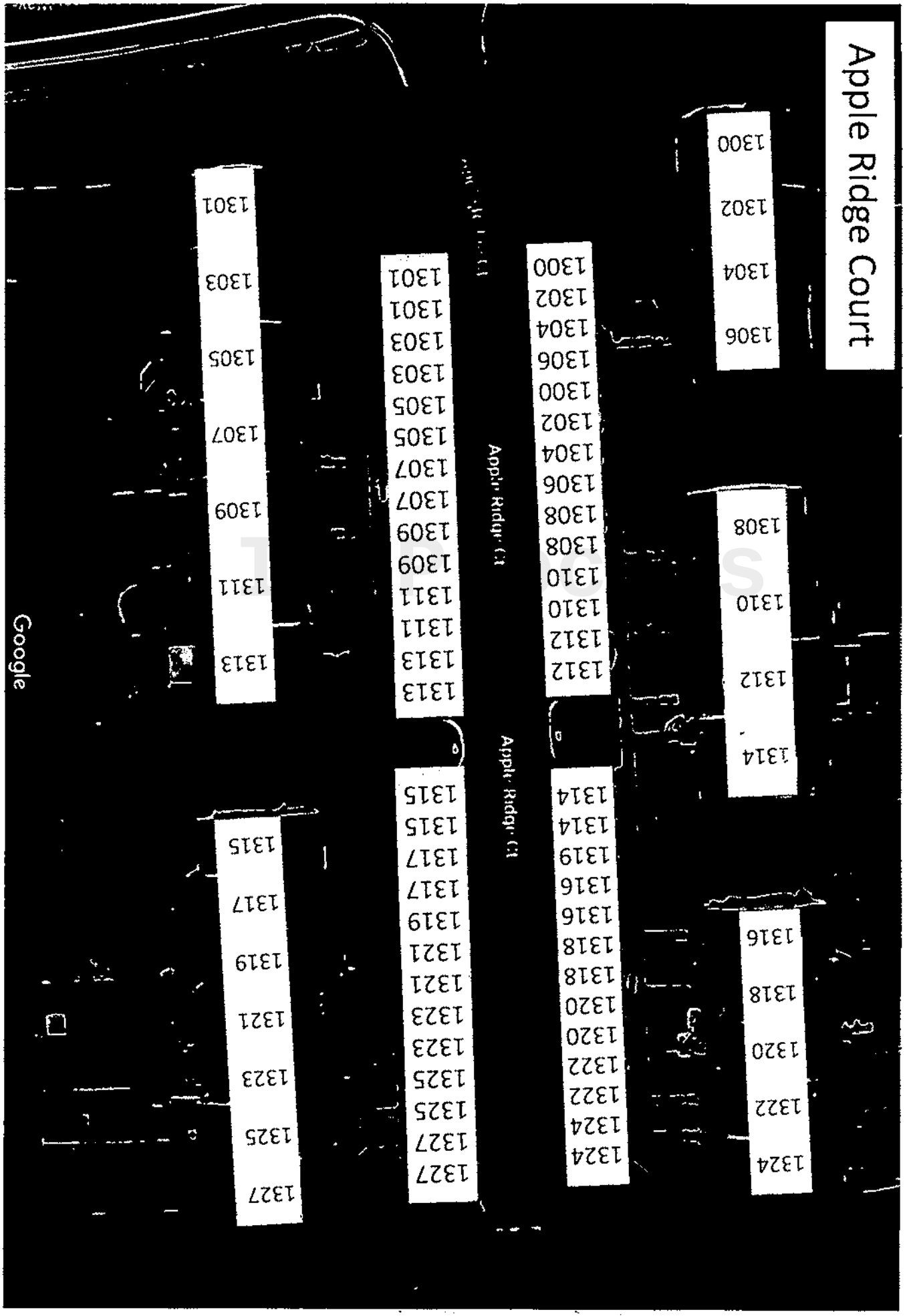

HARFORD COUNTY CIRCUIT COURT (Land Records) JJR 13257, p. 0329, MSA_CE54_13263. Date available 05/14/2019. Printed 09/25/2019.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

Following Recording Please Return to:
Bradley K. Stover, Esquire
Shaffer, McLaughlin & Stover, LLC
836 S. Main St., Ste. 102
Bel Air, MD 21014

LIBER 00036 FOLIO 006

WOODBRIDGE CENTER HOMEOWNERS ASSOCIATION, INC.

RESOLUTION AND ACTION OF THE BOARD OF DIRECTORS

March 11, 2021

WHEREAS, at an annual meeting of the Woodbridge Center Homeowners Association, Inc., a Maryland non-stock corporation (the "Association") held on March 11, 2021 followed directly thereafter by a meeting of the Directors of the Association, the Board of Directors took certain actions, as set forth herein.

NOW, THEREFORE, BE IT

RESOLVED, that the Board of Directors of the Association, pursuant to Article VI, Section 16 of the Bylaws amends Article IV, Sections 1 and 2 of the Bylaws of the Association, as follows:

Section 1. Number. The Affairs of the Association managed by a board of Five (5) directors, who need not be members of the Association.

Section 2. Terms of Office. The terms of each director shall be for three (3) years or until his or her successor is elected.

RESOLVED, that the Board of Directors appoint Kathy Schwandtner and Bill Midwig as the 4th and 5th Directors of the Association, such that as of the date of the meeting, the Board of Directors of the Association is as follows:

Director	Term Expiration
John Denhardt	3/31/2024
Charles Viol III	3/31/2024
Eugene Schwandtner	3/31/2022
Kathy Schwandtner	3/31/2023
Bill Midwig	3/31/2023

LR - HOA Dep Amendment 10.00
HOA Name: Woodbridge Center HOA
Ref:
==========
Total: 10.00
04/21/2021 11:42 CC12-AD
#14812150 CC0302 - Harford County/CC03.02.02 - Register 02

RESOLVED, that the Board of Directors elect the following Officers of the Association:

John Denhardt, President
Charles Viol III, Vice President
Kathy Schwandtner, Treasurer
Eugene Schwandtner, Secretary
Bill Midwig, Member at Large

RESOLVED, that this Action be placed in the corporate minute book of the Association.

In Process

HARFORD COUNTY CIRCUIT COURT (Homeowners Association Records) JJR 36 p. 0006, MSA_CE486_36. Date available 06/16/2021. Printed 06/18/2021.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

18'

THIS DEED, Made this 19th day of November , 1986, by and between HANSON DEVELOPMENT CORP., a body corporate of the State of Maryland, party of the first part, and WOODBRIDGE CENTER HOMEOWNERS ASSOCIATION, INC., a body corporate of the State of Maryland, party of the second part.

WITNESSETH, that in consideration of the sum of Zero Dollars ($0.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the said party of the first part does grant and convey unto the said party of the second part, its successors and assigns, in fee simple, but subject to all the covenants, conditions and restrictions hereinafter mentioned, all that parcel of ground situate, lying and being in Harford County, Maryland, and described as follows, that is to say:-

ALL that property described in EXHIBIT A attached hereto.

BEING part of the property described in a Deed dated July 16, 1986 and recorded among the Land Records of Harford County in Liber CGH No. 1334, folio 762, which was granted and conveyed by Hanson Partnership unto the party of the first part.

TOGETHER with all roads and all water, sanitary sewer, storm water drainage and all utility lines, pipes, mains, facilities, and installations now or hereafter constructed, placed, installed, or maintained in, on, under, or through the land herein conveyed by the party of the first part to the party of the second part.

ALSO together with the buildings and improvements thereupon erected, made or being and all and every rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said parcel of ground and premises, above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said party of the second part, its successors and assigns, in fee simple, all, however, subject to the covenants, conditions and restrictions contained in the Declaration made by the party of the first part dated August 6, 1986 and recorded among the Land Records of Harford County in Liber CGH No. 1337, folio 381, and Amended Declaration dated November 19, 1986 and recorded among the Land Records of Harford County immediately prior hereto and subject to the following reservations: Grantor hereby reserves the right to discharge surface water on the land hereby granted, and to lay, install, construct, place and maintain on, over, or under the said land, or any portion thereto pipes, mains, conduits, drains, lines and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, television transmittal and other public utilities, to provide adequate utility and other services to any lot now or hereafter laid out on the land shown on the aforesaid plats or the general area in which same is located, together with the right and privilege of entering upon said land for such purposes and making openings and excavation therein, provided that same be covered and the ground be restored and left in good condition, all hereby reserved by Grantor for itself, its successors and assigns, including Harford County, Maryland, and any utility company, to whom Grantor may grant, convey, transfer, set over and assign the same, or any part thereof.

AND the said party of the first part hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; except to impose restrictions including required setbacks, and create easements for utilities by deeds, agreements and plats heretofore recorded among the Land Records of Harford County; that it will warrant specially the property granted, and that it will execute such assurances of the same as may be requisite.

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1373, p. 1030, MSA_CE54_1260. Date available 03/28/2006. Printed 05/03/2017.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

WITNESS the signature of the President of the party of the first part.

ATTEST:

HANSON DEVELOPMENT CORP.

By: _____ (SEAL)
Morris Wolf, President

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY, that on this 24th day of September, 1986, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Morris Wolf, President of Hanson Development Corp., a corporation, and that he as such President executed the same for the purposes therein contained, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

_____
Notary Public

My Commission expires: 7/1/90

AGRICULTURAL TRANSFER TAX IN THE AMOUNT OF $ None
TRANSFERRED ON ASSESSMENT RECORDS
C. JOHN SULLIVAN
SUPERVISOR OF ASSESSMENTS
ON 1/12 By _____ Clerk

(Other Charges Due, But Collection Not Required At This Time. Water & Sewer Accounting Office Ref. 1/12/87)

ALL TAXES PAID
DEPT. OF THE TREASURY
[illegible] COLLECTIONS
1-13-87

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1373, p. 1031, MSA_CE54_1260. Date available 03/28/2006. Printed 05/03/2017.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

EXHIBIT A

BEGINNING FOR THE SAME AT A POINT IN AND 40.56 FEET FROM THE END OF THE EIGHTH OR SOUTH 03° 04' 50" EAST 3501.21 FEET LINE OF THAT TRACT OR PARCEL OF LAND CONVEYED BY AND DESCRIBED IN A DEED FROM TERRA FIRMA LIMITED PARTNERSHIP TO HANSON PARTNERSHIP DATED DECEMBER 17, 1975 AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY IN LIBER H.D.C. 908, FOLIO 752, SAID POINT OF BEGINNING BEING IN THE NORTHERLY RIGHT-OF-WAY LINE OF THE PROPOSED WIDENING OF HANSON ROAD, RUNNING THENCE LEAVING SAID EIGHTH LINE BINDING ON THE PROPOSED RIGHT-OF-WAY LINE OF HANSON ROAD SOUTH 75° 26' 20" WEST 593.06 FEET, THENCE LEAVING HANSON ROAD BINDING ON THE OUTLINE OF PHASE ONE, WOODBRIDGE CENTER TWENTY COURSES VIZ: NORTH 14° 33' 40" WEST 267.87 FEET, NORTH 80° 29' 20" EAST 114.89 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF A 60-FOOT RIGHT-OF-WAY NOW LAID OUT AND KNOWN AS WOODBRIDGE CENTER DRIVE, THENCE BINDING THEREON BY A CURVE TO THE RIGHT IN A NORTHWESTERLY DIRECTION OF RADIUS 1143.50 FEET AN ARC DISTANCE OF 13.00 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 09° 11' 00" WEST 13.00 FEET AND SOUTH 81° 00' 33" WEST 116.24 FEET, NORTH 05° 31' 30" WEST 120.65 FEET, NORTH 00° 37' 14" WEST 324.26 FEET, NORTH 64° 58' 08" WEST 263.29 FEET, NORTH 13° 57' 41" WEST 50.75 FEET, NORTH 28° 10' 00" EAST 79.00 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF A 50-FOOT RIGHT-OF-WAY NOW LAID OUT AND KNOWN AS WINDY BRANCH WAY, THENCE BINDING THEREON NORTH 61° 50' 00" WEST 100.06 FEET, THENCE CROSSING SAID RIGHT-OF-WAY NORTH 28° 10' 00" EAST 50.00 FEET, THENCE BINDING ON THE NORTHWESTERLY SIDE THEREOF SOUTH 61° 50' 00" EAST 106.72 FEET, THENCE NORTH 28° 10' 00" EAST 100.00 FEET, NORTH 24° 22' 08" EAST 269.07 FEET, NORTH 16° 50' 00" EAST 167.89 FEET, AND NORTH 57° 10' 00" EAST 52.50 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF WOODBRIDGE CENTER DRIVE AFORESAID, THENCE BINDING THEREON BY A CURVE TO THE RIGHT IN A SOUTHEASTERLY DIRECTION OF RADIUS 870.00 FEET AN ARC DISTANCE OF 93.11 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 29° 46' 02" EAST 93.07 FEET, THENCE CROSSING SAID RIGHT-OF-WAY NORTH 63° 17' 55" EAST 60.00 FEET TO A POINT ON THE NORTHEASTERLY SIDE OF WOODBRIDGE CENTER DRIVE, THENCE BINDING THEREON BY A CURVE TO THE RIGHT IN A SOUTHEASTERLY DIRECTION OF RADIUS 930.00 FEET AN ARC DISTANCE OF 36.22 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 25° 35' 00" EAST 36.22 FEET, THENCE LEAVING WOODBRIDGE CENTER DRIVE NORTH 86° 56' 56" EAST 411.89 FEET TO A POINT IN THE EIGHTH LINE OF THE CONVEYANCE TO HANSON PARTNERSHIP AFORESAID, THENCE BINDING ON A PART OF SAID LINE SOUTH 03° 03' 04" EAST 1310.16 FEET TO THE BEGINNING HEREOF

CONTAINING 21,790 ACRES MORE OR LESS

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1373, p. 1032, MSA_CE54_1260. Date available 03/28/2006. Printed 05/03/2017.

In Process

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

EXHIBIT A (CONT.)

SAVING AND EXCEPTING all those lots Nos. 1-23, inclusive, 41-44 inclusive, and 144-154, inclusive, and the beds of Woodbridge Center Way, Rainbow Way and Rainbow Court as shown on Final Plat One Phase One Woodbridge Center recorded among the Plat Records of Harford County in Plat Book No. 55, folio 27.

AND SAVING AND EXCEPTING all those lots Nos. 24-28 inclusive, 30-40 inclusive, 45-54, inclusive and 137-143, inclusive and the beds of Rainbow Court, Windy Branch Way and Woodbridge Center Way as shown on Final Plat Two Phase One Woodbridge Center recorded among the Plat Records of Harford County in Plat Book No. 55, folio 28.

AND SAVING AND EXCEPTING all those lots Nos. 176-202, inclusive and the bed of Woodbridge Center Way as shown on Final Plat Three Phase One Woodbridge Center recorded among the Plat Records of Harford County in Plat Book No. 55, folio 29.

AND SAVING AND EXCEPTING Lots Nos. 155-175, inclusive and the bed of Woodbridge Center Way as shown on Final Plat Four Phase One Woodbridge Center recorded among the Plat Records of Harford County in Plat Book No. 55, folio 30.

In Process

REC'D & RECORDED 10:01
NO 1373 FOLIO 1030
1987 JAN 22 AM 11:01
HARFORD CO.
CHARLES G. HIOB, III
CLERK

Power + Hesner, P.A.
21 W. Susquehanna Ave
Towson, MD 21204

LIBER 1373 FOLIO 1033

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1373, p. 1033, MSA_CE54_1260. Date available 03/28/2006. Printed 05/03/2017.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

THIS DEED, Made this 23 day of July, 1987, by and between HANSON DEVELOPMENT CORP., a body corporate of the State of Maryland, party of the first part, and WOODBRIDGE CENTER HOMEOWNERS ASSOCIATION, INC., a body corporate of the State of Maryland, party of the second part.

WITNESSETH, that in consideration of the sum of Zero Dollars ($0.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the said party of the first part does grant and convey unto the said party of the second part, its successors and assigns, in fee simple, but subject to all the covenants, conditions and restrictions hereinafter mentioned, all that parcel of ground situate, lying and being in Harford County, Maryland, and described as follows, that is to say:-

ALL that property described in SCHEDULE A attached hereto.

BEING part of the property described in a Deed dated July 16, 1986 and recorded among the Land Records of Harford County in Liber CGH No. 1334, folio 762, which was granted and conveyed by Hanson Partnership unto the party of the first part.

TOGETHER with all roads and all water, sanitary sewer, storm water drainage and all utility lines, pipes, mains, facilities, and installations now or hereafter constructed, placed, installed, or maintained in, on, under, or through the land herein conveyed by the party of the first part to the party of the second part.

ALSO together with the buildings and improvements thereupon erected, made or being and all and every rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said parcel of ground and premises, above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said party of the second part, its successors and assigns, in fee simple, all, however, subject to the covenants, conditions and restrictions contained in the Declaration made by the party of the first part dated August 6, 1986 and recorded among the Land Records of Harford County in Liber CGH No. 1337, folio 381, Amended Declaration recorded in CGH No. 1362, folio 708, and First Supplemental Declaration of even date and recorded immediately prior hereto, and subject to the following reservations: Grantor hereby reserves the right to discharge surface water on the land hereby granted, and to lay, install, construct, place and maintain on, over, or under the said land, or any portion thereto pipes, mains, conduits, drains, lines and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, television transmittal and other public utilities, to provide adequate utility and other services to any lot now or hereafter laid out on the land shown on the aforesaid plats or the general area in which same is located, together with the right and privilege of entering upon said land for such purposes and making openings and excavation therein, provided that same be covered and the ground be restored and left in good condition, all hereby reserved by Grantor for itself, its successors and assigns, including Harford County, Maryland, and any utility company, to whom Grantor may grant, convey, transfer, set over and assign the same, or any part thereof.

AND the said party of the first part hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; except to impose restrictions including required setbacks, and create easements for utilities by deeds, agreements and plats heretofore recorded among the Land Records of Harford County; that it will warrant specially the property granted, and that it will execute such assurances of the same as may be requisite.

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1429, p. 0852, MSA_CE54_1316. Date available 06/22/2005. Printed 05/03/2017.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

WITNESS the signature of the President of the party of the first part.

ATTEST:

HANSON DEVELOPMENT CORP.

By: _____ (SEAL)
Morris Wolf, President

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY, that on this 1st day of October, 1987, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Morris Wolf, President of Hanson Development Corp., a corporation, and that he as such President executed the same for the purposes therein contained, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

_____
Notary Public

My Commission expires: 7/1/90

In Process

AGRICULTURAL TRANSFER TAX IN THE AMOUNT OF $ -0-
[illegible] OF ASSESSMENT RECORDS
O. JOHN SULLIVAN
SUPERVISOR OF ASSESSMENTS
ON 10/1/87 By: M. Clay Clerk

(Property Not Presently On County Water & Sewer System Per [illegible] 10/1/87)

[illegible]

10-1-87

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1429, p. 0853, MSA_CE54_1316. Date available 06/22/2005. Printed 05/03/2017.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

JULY 6, 1987

40.248 ACRE PARCEL OF LAND SURVEYED FOR HANSON DEVELOPMENT CORP., LOCATED ON HANSON ROAD, 1ST ELECTION DISTRICT, HARFORD COUNTY, MARYLAND.

BEGINNING FOR THE SAME AT THE END OF THE 1ST OR SOUTH 25° 26' 20" WEST 593.06 FEET LINE OF THE 21.790 ACRE PARCEL DESCRIBED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS BY HANSON DEVELOPMENT CORP., DATED AUGUST 6, 1986 AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY IN LIBER C.G.H. 1337, FOLIO 381 SAID POINT OF BEGINNING BEING ON THE NORTHERLY RIGHT OF WAY LINE OF A PROPOSED WIDENING OF HANSON ROAD, RUNNING THENCE LEAVING SAID 21.790 ACRE PARCEL, BINDING ON A PROPOSED RIGHT OF WAY LINE OF HANSON ROAD FIVE COURSES VIZ: SOUTH 75° 26' 20" WEST 60.23 FEET TO A POINT OF CURVATURE, THENCE BY A CURVE TO THE RIGHT IN A SOUTHWESTERLY DIRECTION OF RADIUS 920.00 FEET AN ARC DISTANCE OF 400.15 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 87° 53' 57" WEST 397.01 FEET TO A POINT OF TANGENCY, THENCE NORTH 79° 38' 27" WEST 188.94 FEET TO A POINT OF CURVATURE, THENCE BY A CURVE TO THE LEFT IN A NORTHWESTERLY DIRECTION OF RADIUS 2029.97 FEET AN ARC DISTANCE OF 400.90 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 85° 17' 54" WEST 400.25 FEET TO A POINT OF TANGENCY, THENCE SOUTH 89° 02' 39" WEST 164.01 FEET, THENCE LEAVING THE PROPOSED WIDENING OF HANSON ROAD RUNNING THROUGH AND ACROSS THE LANDS OF HANSON DEVELOPMENT CORP. THIRTY-SEVEN COURSES VIZ: NORTH 00° 57' 27" WEST 122.50 FEET, NORTH 12° 52' 39" EAST

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HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1429, p. 0854, MSA_CE54_1316. Date available 06/22/2005. Printed 05/03/2017.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

40.248 ACRE PARCEL OF LAND
JULY 6, 1987
PAGE 2

250.60 FEET, NORTH 77° 07' 21" WEST 40.00 FEET, NORTH 12° 52' 39" EAST 107.00 FEET, NORTH 77° 07' 21" WEST 136.99 FEET, NORTH 12° 52' 39" EAST 50.00 FEET, SOUTH 77° 07' 21' EAST 266.63 FEET, NORTH 12° 52' 39" EAST 108.00 FEET, NORTH 14° 37' 33" EAST 170.00 FEET, NORTH 37° 17' 37" EAST 116.18 FEET, NORTH 81° 29' 14" EAST 119.07 FEET, SOUTH 64° 30' 00" EAST 131.05 FEET, NORTH 28° 10' 00" EAST 134.71 FEET, NORTH 45° 31' 15" EAST 33.53 FEET, NORTH 28° 10' 00" EAST 80.17 FEET, NORTH 61° 50' 00" WEST 104.22 FEET, BY A CURVE TO THE LEFT IN A NORTHWESTERLY DIRECTION OF RADIUS 575.00 FEET AN ARC DISTANCE OF 38.25 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 63° 44' 20" WEST 38.24 FEET, NORTH 24° 21' 20" EAST 50.00 FEET, BY A CURVE TO THE RIGHT IN A SOUTHEASTERLY DIRECTION OF RADIUS 625.00 FEET AN ARC DISTANCE OF 41.57 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 63° 44' 20" EAST 41.57 FEET TO A POINT OF TANGENCY SOUTH 61° 50' 00" EAST 62.88 FEET, NORTH 28° 10' 00" EAST 108.00 FEET, NORTH 61° 50' 00" WEST 127.55 FEET, NORTH 28° 10' 00" EAST 105.00 FEET, NORTH 18° 50' 15" WEST 43.99 FEET, NORTH 28° 10' 00" EAST 140.00 FEET, NORTH 06° 21' 55" EAST 26.93 FEET, NORTH 28° 10' 00" EAST 425.33 FEET, NORTH 32° 50' 00" WEST 41.94 FEET, NORTH 77° 50' 00" WEST 21.21 FEET, SOUTH 57° 10' 00" WEST 37.37 FEET TO A POINT OF CURVATURE BY A CURVE TO THE RIGHT IN THE SOUTHWESTERLY DIRECTION OF RADIUS 780.00 FEET AN ARC DISTANCE OF 39.14 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 58° 36' 15" WEST 39.13 FEET, NORTH 29° 57' 31" WEST 60.00 FEET BY A CURVE TO THE LEFT IN

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HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1429, p. 0855, MSA_CE54_1316. Date available 06/22/2005. Printed 05/03/2017.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

40.248 ACRE PARCEL OF LAND
JULY 6, 1987
PAGE 3

A NORTHEASTERLY DIRECTION OF RADIUS 720.00 FEET AN ARC DISTANCE OF 36.13 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 58° 36' 14" EAST 36.12 FEET TO A POINT OF TANGENCY, THENCE NORTH 57° 10' 00" EAST 37.37 FEET, NORTH 12° 10' 00" EAST 21.21 FEET, NORTH 32° 50' 00" WEST 356.46 FEET TO A POINT OF CURVATURE BY A CURVE TO THE LEFT IN A NORTHWESTERLY DIRECTION OF RADIUS 2374.81 FEET AN ARC DISTANCE OF 615.79 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 40° 15' 43" WEST 614.07 FEET TO A POINT OF REVERSE CURVATURE, THENCE BY A CURVE TO THE RIGHT IN A NORTHWESTERLY DIRECTION OF RADIUS 1207.61 FEET AN ARC DISTANCE OF 405.60 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 38° 04' 06" WEST 403.70 FEET TO A POINT IN AND 52.63 FEET FROM THE BEGINNING OF THE LAST OR NORTH 78° 31' 56" EAST 1690.79 FEET LINE OF THAT TRACT OR PARCEL OF LAND CONVEYED BY AND DESCRIBED IN A DEED FROM HANSON PARTNERSHIP TO HANSON DEVELOPMENT CORP. DATED JULY 16, 1986 AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY IN LIBER C.G.H. 1334, FOLIO 762, THENCE BINDING ON A PART OF SAID LAST LINE NORTH 78° 31' 56" EAST 72.28 FEET, THENCE LEAVING SAID LINE RUNNING THROUGH AND ACROSS THE LANDS OF HANSON DEVELOPMENT CORP. NINE COURSES VIZ: BY A CURVE TO THE LEFT IN A SOUTHEASTERLY DIRECTION OF RADIUS 992.39 FEET AN ARC DISTANCE OF 363.73 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 37° 12' 02" EAST 361.35 FEET TO A POINT OF REVERSE CURVATURE, BY A CURVE TO THE RIGHT IN A SOUTHEASTERLY DIRECTION OF RADIUS 2434.81 FEET, AN ARC DISTANCE OF 497.23 FEET SAID ARC BEING SUBTENDED BY

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HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1429, p. 0856, MSA_CE54_1316. Date available 06/22/2005. Printed 05/03/2017.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

40.248 ACRE PARCEL OF LAND
JULY 6, 1987
PAGE 4

A CHORD BEARING SOUTH 41° 50' 23" EAST 496.37 FEET, THENCE SOUTH 80° 27' 48 EAST 21.02 FEET, SOUTH 34° 56' 13" EAST 60.00 FEET, SOUTH 10° 35' 22" WEST 21.02 FEET, BY A CURVE TO THE RIGHT IN A SOUTHEASTERLY DIRECTION OF RADIUS 2434.81 FEET AN ARC DISTANCE OF 44.67 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 33° 21' 32" EAST 44.67 FEET TO A POINT OF TANGENCY, THENCE SOUTH 32° 50' 00" EAST 561.45 FEET, THENCE NORTH 57° 10' 00" EAST 369.71 FEET, AND NORTH 86° 56' 56" EAST 365.63 FEET TO A POINT IN THE 1ST LINE OF THE AFORESAID CONVEYANCE TO HANSON DEVELOPMENT CORP., THENCE BINDING ON A PART OF SAID 1ST LINE SOUTH 03° 03' 06" EAST 683.50 FEET TO A POINT IN THE OUTLINE OF THE 21.790 ACRE PARCEL DESCRIBED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AFORESAID, THENCE BINDING REVERSELY ON THE 21.790 ACRE PARCEL 20 COURSES VIZ: SOUTH 86° 56' 56" WEST 411.89 FEET BY A CURVE TO THE LEFT IN A NORTHWESTERLY DIRECTION OF RADIUS 930.00 FEET AN ARC DISTANCE OF 36.22 FEET SAID ARC BEING SUBTENDED BY CHORD BEARING NORTH 25° 35' 08" WEST 36.22 FEET, SOUTH 63° 17' 55" WEST 60.00 FEET BY A CURVE TO THE LEFT IN A NORTHWESTERLY DIRECTION OF RADIUS 870.00 FEET AN ARC DISTANCE OF 93.11 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 29° 46' 03" WEST 93.07 FEET, SOUTH 57° 10' 00" WEST 52.50 FEET, SOUTH 16° 50' 00" WEST 167.89 FEET, SOUTH 24° 22' 08" WEST 269.07 FEET, SOUTH 28° 10' 00" WEST 108.00 FEET, NORTH 61° 50' 00" WEST 106.72 FEET, SOUTH 28° 10' 00" WEST 50.00 FEET, SOUTH 61° 50' 00" EAST 108.06 FEET, SOUTH 28° 10' 00" WEST 79.00 FEET, SOUTH 13° 57' 41"

In Process

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1429, p. 0857, MSA_CE54_1316. Date available 06/22/2005. Printed 05/03/2017.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

40.248 ACRE PARCEL OF LAND
JULY 6, 1987
PAGE 5

EAST 50.75 FEET, SOUTH 64° 58' 08" EAST 263.29 FEET, SOUTH 00° 37' 14" EAST 324.26 FEET, SOUTH 05° 31' 30" EAST 120.65 FEET, NORTH 81° 08' 33" EAST 116.24 FEET BY A CURVE TO THE LEFT IN A SOUTHEASTERLY DIRECTION OF RADIUS 1143.58 FEET AN ARC DISTANCE OF 13.00 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 09° 11' 00" EAST 13.00 FEET, THENCE SOUTH 80° 29' 28" WEST 114.89 FEET AND SOUTH 14° 33' 40" EAST 267.87 FEET TO THE BEGINNING HEREOF

CONTAINING 40.248 ACRES MORE OR LESS

BEING PART OF THAT TRACT OR PARCEL OF LAND CONVEYED BY AND DESCRIBED IN A DEED FROM HANSON PARTNERSHIP TO HANSON DEVELOPMENT CORP., DATED JULY 16, 1986 AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY IN LIBER H.D.C. 1334, FOLIO 762.

In Process

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1429, p. 0858, MSA_CE54_1316. Date available 06/22/2005. Printed 05/03/2017.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

SAVING AND EXCEPTING all those lots Nos. 104-127, inclusive, and the beds of Clover Valley Way and Clover Valley Court, as shown on Final Plat One - Phase Three, WOODBRIDGE CENTER, recorded among the Plat Records of Harford County in Plat Book 56, folio 18.

AND SAVING AND EXCEPTING all those lots Nos. 74-103, inclusive, and lot 128, and the beds of Lilly Pond Court, Clover Valley Way and Pinefield Way, as shown on Amended Final Plat Two - Phase Three, WOODBRIDGE CENTER, recorded among the Plat Records of Harford County in Plat Book 57, folio 13.

AND SAVING AND EXCEPTING all those lots Nos. 55-73, inclusive, and 129-136, inclusive, and the beds of Pinefield Court, Pinefield Way and Windy Branch Way, as shown on Final Plat Three - Phase Three, WOODBRIDGE CENTER, recorded among the Plat Records of Harford County in Plat Book 56, folio 20.

AND SAVING AND EXCEPTING all those lots Nos. 290-350, inclusive, and the bed of Woodbridge Center Way, as shown on Final Plat Three - Phase Two, WOODBRIDGE CENTER, recorded among the Plat Records of Harford County in Plat Book 56, folio 52.

AND SAVING AND EXCEPTING all those lots Nos. 203-234, inclusive, and the bed of Woodbridge Center Way, as shown on Final Plat Two - Phase Two, WOODBRIDGE CENTER, recorded among the Plat Records of Harford County in Plat Book 56, folio 51.

AND SAVING AND EXCEPTING all those lots Nos. 235-289, inclusive, as shown on Final Plat Four - Phase Two, WOODBRIDGE CENTER, recorded among the Plat Records of Harford County in Plat Book 56, folio 53.

In Process

AND SAVING AND EXCEPTING the beds of Woodbridge Center Way, Swallow Crest Drive and Clover Valley Way, as shown on Final Plat Five - Phase Two, WOODBRIDGE CENTER, recorded among the Plat Records of Harford County in Plat Book 56, folio 54.

AND SAVING AND EXCEPTING the bed of Woodbridge Center Way as shown on Final Plat Six - Phase Two, WOODBRIDGE CENTER, recorded among the Plat Records of Harford County in Plat Book 56, folio 55.

Rec'd & Recorded 10-1 1987 at 3:48 P.M.
Liber 429 Folio 854 & examined per
Charles G. Hiob, III, Clerk, Harford Co.

SUSQUEHANNA TITLE CO.
21 W. SUSQUEHANNA AVENUE
TOWSON, MARYLAND 21204

LIBER 1429 FOLIO 0859

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1429, p. 0859, MSA_CE54_1316. Date available 06/22/2005. Printed 05/03/2017.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

THIS DEED, Made this 14 day of JANUARY, 1987, by and between HANSON DEVELOPMENT CORP., a body corporate of the State of Maryland, party of the first part, and WOODBRIDGE CENTER HOMEOWNERS ASSOCIATION, INC., a body corporate of the State of Maryland, party of the second part.

WITNESSETH, that in consideration of the sum of Zero Dollars ($0.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the said party of the first part does grant and convey unto the said party of the second part, its successors and assigns, in fee simple, but subject to all the covenants, conditions and restrictions hereinafter mentioned, all that parcel of ground situate, lying and being in Harford County, Maryland, and described as follows, that is to say:-

ALL that property described in SCHEDULE A attached hereto.

BEING part of the property described in a Deed dated July 16, 1986 and recorded among the Land Records of Harford County in Liber CGH No. 1334, folio 762, which was granted and conveyed by Hanson Partnership unto the party of the first part.

TOGETHER with all roads and all water, sanitary sewer, storm water drainage and all utility lines, pipes, mains, facilities, and installations now or hereafter constructed, placed, installed, or maintained in, on, under, or through the land herein conveyed by the party of the first part to the party of the second part.

ALSO together with the buildings and improvements thereupon erected, made or being and all and every rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said parcel of ground and premises, above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said party of the second part, its successors and assigns, in fee simple, all, however, subject to the covenants, conditions and restrictions contained in the Declaration made by the party of the first part dated August 6, 1986 and recorded among the Land Records of Harford County in Liber CGH No. 1337, folio 381, Amended Declaration recorded in CGH No. 1362, folio 708, and Third Supplemental Declaration of even date and recorded immediately prior hereto, and subject to the following reservations: Grantor hereby reserves the right to discharge surface water on the land hereby granted, and to lay, install, construct, place and maintain on, over, or under the said land, or any portion thereto pipes, mains, conduits, drains, lines and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, television transmittal and other public utilities, to provide adequate utility and other services to any lot now or hereafter laid out on the land shown on the aforesaid plats or the general area in which same is located, together with the right and privilege of entering upon said land for such purposes and making openings and excavation therein, provided that same be covered and the ground be restored and left in good condition, all hereby reserved by Grantor for itself, its successors and assigns, including Harford County, Maryland, and any utility company, to whom Grantor may grant, convey, transfer, set over and assign the same, or any part thereof.

AND the said party of the first part hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; except to impose restrictions including required setbacks, and create easements for utilities by deeds, agreements and plats heretofore recorded among the Land Records of Harford County; that it will warrant specially the property granted, and that it will execute such assurances of the same as may be requisite.

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1460, p. 0121, MSA_CE54_1347. Date available 06/22/2005. Printed 05/03/2017.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

WITNESS the signature of the President of the party of the first part.

ATTEST:

HANSON DEVELOPMENT CORP.

By: _____ (SEAL)
Morris Wolf, President

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY, that on this 14th day of December, 1987, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Morris Wolf, President of Hanson Development Corp., a corporation, and that he as such President executed the same for the purposes therein contained, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

_____
Notary Public

My Commission expires: 7/1/90

In Process

AGRICULTURAL TRANSFER TAX IN THE AMOUNT OF $ none
TRANSFERRED ON ASSESSMENT RECORDS
C. JOHN SULLIVAN
SUPERVISOR OF ASSESSMENTS
ON 3/22/88 By _____ Clerk

(Other Charges Due, But Collection Not Required At This Time.
Water & Sewer Accounting Office
Per _____ 3/22/88)

ALL TAXES PAID
DEPT. OF THE TREASURY
BUREAU OF REVENUE COLLECTIONS
3-22-88 Bmc

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1460, p. 0122, MSA_CE54_1347. Date available 06/22/2005. Printed 05/03/2017.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

SCHEDULE A

22.160 ACRE PARCEL OF LAND SURVEYED FOR HANSON DEVELOPMENT CORPORATION, LOCATED ON HANSON ROAD, 1ST ELECTION DISTRICT, HARFORD COUNTY, MARYLAND.

1ST BEGINNING FOR THE same AT THE END OF THE 5TH OR SOUTH 89° 02' 39" WEST 164.01 FEET LINE OF SCHEDULE A OF THE FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS BY HANSON DEVELOPMENT CORPORATION RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY IN LIBER C.G.H. 1423, FOLIO 28, SAID POINT OF BEGINNING BEING ON THE NORTHERLY RIGHT OF WAY LINE OF A PROPOSED WIDENING OF HANSON ROAD, RUNNING THENCE, LEAVING THE FIRST SUPPLEMENTAL DECLARATION AFORESAID, BINDING ON THE PROPOSED WIDENING OF HANSON ROAD TWO COURSES VIZ: SOUTH 89° 02' 39" WEST 334.91 FEET AND NORTH 48° 45' 38" WEST 20.15 FEET TO A POINT ON THE PROPOSED WIDENING OF MAGNOLIA ROAD, THENCE LEAVING HANSON ROAD, BINDING ON THE PROPOSED WIDENING OF MAGNOLIA ROAD TWO COURSES VIZ: BY A CURVE TO THE LEFT IN A NORTHWESTERLY DIRECTION OF RADIUS 2123.48 FEET AN ARC DISTANCE OF 663.30 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 15° 30' 49" WEST 660.60 FEET TO A POINT OF TANGENCY, THENCE NORTH 24° 27' 44" WEST 420.00 FEET, THENCE LEAVING MAGNOLIA ROAD RUNNING THROUGH AND ACROSS THE LANDS OF HANSON DEVELOPMENT CORPORATION FIFTEEN COURSES VIZ: NORTH 65° 32' 16" EAST 120.61 FEET, BY A CURVE TO THE RIGHT IN A NORTHWESTERLY DIRECTION OF RADIUS 905.16 FEET AN ARC DISTANCE OF 44.02 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 20° 58' 01" WEST 44.02 FEET, NORTH 70° 25' 35" EAST 60.00 FEET, BY A CURVE TO THE LEFT IN A SOUTHEASTERLY DIRECTION OF RADIUS 845.16 FEET AN ARC DISTANCE OF 11.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 19° 57' 21" EAST 11.28 FEET, NORTH 69° 39' 42" EAST 83.80 FEET, NORTH 73° 33' 10" EAST 70.94 FEET, NORTH 77° 45' 44" EAST 551.46 FEET, NORTH 80° 53' 52" EAST 63.25 FEET, NORTH 84° 03' 17" EAST 68.45 FEET, NORTH 89° 24' 27" EAST 68.45 FEET, SOUTH 85° 14' 24" EAST 68.45 FEET, SOUTH 79° 53' 14" EAST 68.45 FEET, SOUTH 74° 32' 05" EAST 68.45 FEET, SOUTH 71° 13' 16" EAST 68.61 FEET, AND SOUTH 61° 50' 00" EAST 122.78 FEET TO THE END OF THE 26TH OR NORTH 28° 10' 00" EAST 108.00 FEET LINE OF THE AFORESAID FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS

In Process

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1460, p. 0123, MSA_CE54_1347. Date available 06/22/2005. Printed 05/03/2017.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

SCHEDULE A CONT'D

AND RESTRICTIONS, THENCE BINDING REVERSELY ON THE 26TH THROUGH 6TH LINES THEREOF TWENTY-ONE COURSES VIZ: SOUTH 28° 10' 00" WEST 108.00 FEET, NORTH 61° 50' 00" WEST 62.88 FEET TO A POINT OF CURVATURE, BY A CURVE TO THE LEFT IN A NORTHWESTERLY DIRECTION OF RADIUS 625.00 FEET AN ARC DISTANCE OF 41.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 63° 44' 20" WEST 41.57 FEET, SOUTH 24° 21' 20" WEST 50.00 FEET BY A CURVE TO THE RIGHT IN A SOUTHEASTERLY DIRECTION OF RADIUS 575.00 FEET AND ARC DISTANCE OF 38.25 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 63° 44' 20" EAST 38.24 FEET, SOUTH 61° 50' 00" EAST 104.22 FEET, SOUTH 28° 10' 00" WEST 80.17 FEET, SOUTH 45° 31' 15" WEST 33.53 FEET, SOUTH 28° 10' 00" WEST 134.71 FEET, NORTH 64° 30' 00" WEST 131.05 FEET, SOUTH 81° 29' 14" WEST 119.07 FEET, SOUTH 37° 17' 37" WEST 116.18 FEET, SOUTH 14° 37' 33" WEST 170.00 FEET, SOUTH 12° 52' 39" WEST 108.00 FEET, NORTH 77° 07' 21" WEST 266.63 FEET, SOUTH 12° 52' 39" WEST 50.00 FEET, SOUTH 77° 07' 21" EAST 136.99 FEET, SOUTH 12° 52' 39" WEST 107.00 FEET, SOUTH 77° 07' 21" EAST 40.00 FEET, SOUTH 12° 52' 39" WEST 250.60 FEET, AND SOUTH 00° 57' 27" EAST 122.50 FEET TO THE BEGINNING HEREOF

CONTAINING 22.160 ACRES MORE OR LESS

BEING PART OF THAT TRACT OR PARCEL OF LAND CONVEYED BY AND DESCRIBED IN A DEED FROM HANSON PARTNERSHIP TO HANSON DEVELOPMENT CORPORATION DATED JULY 16, 1986 AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY IN LIBER H.D.C. 1334, FOLIO 762.

In Process

SAVING AND EXCEPTING all those Lots Nos. 501 through 539 and the Beds of Windy Branch Way, Apple Orchard Court and Cedar Crest Court Final Plat Three - Phase Four Woodbridge Center, recorded among the Plat Records of Harford County in Plat Book CGHIII No. 59, folio 96.

AND SAVING AND EXCEPTING all those Lots Nos. 462 through 469, 487 through 500, 540 through 545 and the Beds of Clover Valley Way, Windy Branch Way and Rainbow Garden Court Final Plat Four - Phase Four Woodbridge Center, recorded among the Plat Records of Harford County in Plat Book CGHIII No. 59, folio 95.

AND SAVING AND EXCEPTING all those Lots Nos. 470 through 486 and the Beds of Dogwood Dell and Clover Valley Way Final Plat Five - Phase Four Woodbridge Center, recorded among the Plat Records of Harford County in Plat Book CGHIII, No. 59, folio 94.

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1460, p. 0124, MSA_CE54_1347. Date available 06/22/2005. Printed 05/03/2017.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

SCHEDULE A

12.323 ACRE PARCEL OF LAND SURVEYED FOR HANSON DEVELOPMENT CORP., LOCATED ON WOODBRIDGE CENTER WAY, 1ST ELECTION DISTRICT, HARFORD COUNTY, MARYLAND.

2ND) BEGINNING FOR THE SAME AT A POINT IN THE 1ST LINE OF THAT TRACT OR PARCEL OF LAND CONVEYED BY AND DESCRIBED IN A DEED FROM HANSON PARTNERSHIP TO HANSON DEVELOPMENT CORP. DATED JULY 16, 1986 AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY IN LIBER H.D.C. 1334, FOLIO 762, SAID POINT OF BEGINNING BEING AT THE END OF THE 53RD OR NORTH 86° 56' 56" EAST 365.63 FEET LINE OF THE FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS BY HANSON DEVELOPMENT CORP. AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY IN LIBER C.G.H. 1423, FOLIO 28 AND RUNNING THENCE LEAVING THE OUTLINE OF THE LANDS OF THE HANSON DEVELOPMENT CORP. BINDING ON THE 53RD THROUGH 49TH LINES OF THE FIRST SUPPLEMENTAL DECLARATION AFORESAID, FIVE COURSES VIZ: SOUTH 86° 56' 56" WEST 365.63 FEET, SOUTH 57° 10' 00" WEST 369.71 FEET, TO A POINT ON THE NORTHEASTERLY SIDE OF WOODBRIDGE CENTER WAY, THENCE NORTH 32° 50' 00" WEST 561.46 FEET TO A POINT OF CURVATURE, BY A CURVE TO THE LEFT IN A NORTHWESTERLY DIRECTION OF RADIUS 2434.81 FEET AN ARC DISTANCE OF 44.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 33° 21' 32" WEST 44.67 FEET, AND NORTH 10° 35' 21" EAST 21.02 FEET, TO A POINT IN THE OUTLINE IN THE SECOND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS INTENDED TO BE RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY IN LIBER 1444, FOLIO 671, THENCE BINDING THEREON THREE COURSES VIZ: NORTH 55° 03' 47" EAST 39.32 FEET TO A POINT OF CURVATURE BY A CURVE TO THE RIGHT IN A NORTHEASTERLY DIRECTION OF RADIUS 920.00 FEET AN ARC DISTANCE OF 266.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 63° 21' 40" EAST 265.55 FEET, AND NORTH 18° 20' 28" WEST 60.00 FEET, THENCE LEAVING THE SECOND SUPPLEMENTAL DECLARATION RUNNING THROUGH AND ACROSS THE LANDS OF THE HANSON DEVELOPMENT CORP. TWO COURSES VIZ: BY A CURVE TO THE RIGHT IN A NORTHEASTERLY DIRECTION OF RADIUS 980.00 FEET AN ARC DISTANCE OF 261.56 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 79° 18' 18" EAST 260.78 FEET TO A POINT OF TANGENCY, AND NORTH 86° 57' 04" EAST 463.60 FEET TO A POINT IN THE OUTLINE OF THE CONVEYANCE FROM HANSON PARTNERSHIP TO HANSON DEVELOPMENT CORP. AFORESAID, THENCE BINDING THEREON SOUTH 03° 02' 56" EAST 582.22 FEET TO THE BEGINNING HEREOF

In Process

LIBER 1460 FOLIO 0125

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1460, p. 0125, MSA_CE54_1347. Date available 06/22/2005. Printed 05/03/2017.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

SCHEDULE A (CONT'D)

CONTAINING 12.323 ACRES MORE OR LESS

BEING PART OF THAT TRACT OR PARCEL OF LAND CONVEYED BY AND DESCRIBED IN A DEED FROM HANSON PARTNERSHIP TO HANSON DEVELOPMENT CORP. DATED JULY 16, 1986 AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY IN LIBER H.D.C. 1334, FOLIO 762.

SAVING AND EXCEPTING all those lots Nos. 6 - 7 - 8 and the bed of Swallow Crest Drive as shown on Final Plat Four - Phase Three Woodbridge Center, recorded among the Plat Records of Harford County in Plat Book CGHIII No. 59, folio 93.

AND SAVING AND EXCEPTING all those lots Nos. 9 through 16 and the bed of Swallow Crest Drive as shown on Final Plat Five - Phase Three Woodbridge Center, recorded among the Plat Records of Harford County in Plat Book CGHIII No. 59, folio 92.

In Process

RECD. & ISSUED CGH
NO 1460 FOLIO 121

1988 MAR 22 PM 12:29

CHARLES G. HICE, III
CLERK

Susquehanna Title Co.
21 W. Susquehanna Ave
Towson, Md 21204

LIBER 1460 FOLIO 126

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1460, p. 0126, MSA_CE54_1347. Date available 06/22/2005. Printed 05/03/2017.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

THIS DEED, Made this 6th day of SEPT., 1988, by and between HANSON DEVELOPMENT CORP., a body corporate of the State of Maryland, party of the first part, and WOODBRIDGE CENTER HOMEOWNERS ASSOCIATION, INC., a body corporate of the State of Maryland, party of the second part.

WITNESSETH, that in consideration of the sum of Zero Dollars ($0.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the said party of the first part does grant and convey unto the said party of the second part, its successors and assigns, in fee simple, but subject to all the covenants, conditions and restrictions hereinafter mentioned, all that parcel of ground situate, lying and being in Harford County, Maryland, and described as follows, that is to say:-

ALL that property described in SCHEDULE A attached hereto.

BEING part of the property described in a Deed dated July 16, 1986 and recorded among the Land Records of Harford County in Liber CGH No. 1334, folio 762, which was granted and conveyed by Hanson Partnership unto the party of the first part.

TOGETHER with all roads and all water, sanitary sewer, storm water drainage and all utility lines, pipes, mains, facilities, and installations now or hereafter constructed, placed, installed, or maintained in, on, under, or through the land herein conveyed by the party of the first part to the party of the second part.

ALSO together with the buildings and improvements thereupon erected, made or being and all and every rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said parcel of ground and premises, above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said party of the second part, its successors and assigns, in fee simple, all, however, subject to the covenants, conditions and restrictions contained in the Declaration made by the party of the first part dated August 6, 1986 and recorded among the Land Records of Harford County in Liber CGH No. 1337, folio 381, Amended Declaration recorded in CGH No. 1362, folio 708, and Fourth Supplemental Declaration of even date and recorded immediately prior hereto, and subject to the following reservations: Grantor hereby reserves the right to discharge surface water on the land hereby granted, and to lay, install, construct, place and maintain on, over, or under the said land, or any portion thereto pipes, mains, conduits, drains, lines and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, television transmittal and other public utilities, to provide adequate utility and other services to any lot now or hereafter laid out on the land shown on the aforesaid plats or the general area in which same is located, together with the right and privilege of entering upon said land for such purposes and making openings and excavation therein, provided that same be covered and the ground be restored and left in good condition, all hereby reserved by Grantor for itself, its successors and assigns, including Harford County, Maryland, and any utility company, to whom Grantor may grant, convey, transfer, set over and assign the same, or any part thereof.

REC FEE 22.00

AND the said party of the first part hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; except to impose restrictions including required setbacks, and create easements for utilities by deeds, agreements and plats heretofore recorded among the Land Records of Harford County; that it will warrant specially the property granted, and that it will execute such assurances of the same as may be requisite.

#7330 C002 R01 11:48

09/30/88

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1503, p. 0531, MSA_CE54_1390. Date available 06/09/2010. Printed 05/03/2017.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

WITNESS the signature of the President of the party of the first part.

ATTEST:

HANSON DEVELOPMENT CORP.

By: _____ (SEAL)
Morris Wolf, President

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY, that on this 12th day of _____, 1988, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Morris Wolf, President of Hanson Development Corp., a corporation, and that he as such President executed the same for the purposes therein contained, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

_____
Notary Public

My Commission expires: 7/1/90

In Process

AGRICULTURAL TRANSFER TAX IN THE AMOUNT OF $ None
TRANSFERRED ON ASSESSMENT RECORDS
C. JOHN SULLIVAN
SUPERVISOR OF ASSESSMENTS
ON 9/30/88 By _____ Clerk

(Other Charges Due, But Collection Not Required At This Time.
Water & Sewer Accounting Office
Per _____)

ALL TAXES PAID
DEPT. OF THE TREASURY
BUREAU OF REVENUE
9/30/88 Bmc

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1503, p. 0532; MSA_CE54_1390. Date available 06/09/2010. Printed 05/03/2017.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

SCHEDULE A

13.228 ACRE PARCEL OF LAND SURVEYED FOR HANSON DEVELOPMENT CORPORATION, LOCATED NORTH OF HANSON ROAD, FIRST ELECTION DISTRICT, HARFORD COUNTY, MARYLAND.

BEGINNING FOR THE SAME AT A POINT ON THE NORTHERLY SIDE OF CLOVER VALLEY WAY, 60 FEET WIDE, SAID POINT BEING AT THE END OF THE 37TH OR NORTH 29° 57' 31" WEST 60.00 FOOT LINE DESCRIBED IN SCHEDULE A OF THE FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, DATED JULY 23, 1987 AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY, MARYLAND IN LIBER 1423, FOLIO 0028, THENCE CROSSING THE SAID CLOVER VALLEY WAY AND RUNNING REVERSELY AND BINDING ON THE SAID 37TH LINE,

1. SOUTH 29° 57' 31" EAST 60.00 FEET, THENCE RUNNING ON THE SOUTHERLY SIDE OF SAID CLOVER VALLEY WAY AND RUNNING REVERSELY AND BINDING ON THE 36TH AND 35TH LINES OF THE SAID FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS THE TWO FOLLOWING COURSES AND DISTANCES VIZ:
2. BY A CURVE TO THE LEFT WITH A RADIUS OF 780.00 FEET AND AN ARC LENGTH OF 39.14 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING NORTH 58° 36' 15" EAST FOR A DISTANCE OF 39.13 FEET AND
3. NORTH 57° 10' 00" EAST 37.37 FEET, THENCE LEAVING CLOVER VALLEY WAY AND RUNNING REVERSELY AND BINDING ON THE 34TH THROUGH 28TH LINES OF THE AFORESAID FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITION, AND RESTRICTIONS THE SEVEN FOLLOWING COURSES AND DISTANCES VIZ:
4. SOUTH 77° 50' 00" EAST 21.21 FEET,
5. SOUTH 32° 50' 00" EAST 41.94 FEET,
6. SOUTH 28° 10' 00" WEST 425.33 FEET,
7. SOUTH 06° 21' 55" WEST 26.93 FEET,
8. SOUTH 28° 10' 00" WEST 140.00 FEET,
9. SOUTH 18° 50' 15" EAST 43.99 FEET AND
10. SOUTH 28° 10' 00" WEST 105.00 FEET, THENCE RUNNING THROUGH THE LAND CONVEYED AND DESCRIBED IN A DEED FROM HANSON PARTNERSHIP TO HANSON DEVELOPMENT CORPORATION

In Process

HARFORD COUNTY CIRCUIT COURT (Land Records).CGH 1503, p. 0533, MSA_CE54_1390. Date available 06/09/2010. Printed 05/03/2017.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

DATED JULY 16, 1986 AND RECORDED AMONG THE AFORESAID LAND RECORDS IN LIBER 1354, FOLIO 762,

11. NORTH 71° 55' 04" WEST 63.92 FEET TO A POINT, SAID POINT BEING AT THE END OF THE 17TH OR SOUTH 74° 32' 05" EAST 68.45 FOOT LINE DESCRIBED IN THE 1ST PARCEL OF SCHEDULE A OF THE THIRD SUPPLEMENTAL DECLARATION OF CONVENANTS, CONDITIONS AND RESTRICTIONS DATED JANUARY 14, 1988 AND RECORDED AMONG THE AFORESAID LAND RECORDS IN LIBER 1456, FOLIO 0264, THENCE RUNNING REVERSELY AND BINDING ON ALL OF THE 17TH THROUGH 12TH LINES AND ON THE 11TH LINE OF THE SAID THIRD SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PART OF ITS DISTANCE THE SEVEN FOLLOWING COURSES AND DISTANCES VIZ:

12. NORTH 74° 32' 05" WEST 68.45 FEET,
13. NORTH 79° 53' 14" WEST 68.45 FEET,
14. NORTH 85° 14' 24" WEST 68.45 FEET,
15. SOUTH 89° 24' 27" WEST 68.45 FEET,
16. SOUTH 84° 03' 17" WEST 68.45 FEET,
17. SOUTH 80° 53' 52" WEST 63.25 FEET AND
18. SOUTH 77° 45' 44" WEST 185.07 FEET, THENCE RUNNING THROUGH AND ACROSS THE AFORESAID LAND OF HANSON DEVELOPMENT CORPORATION THE SIX FOLLOWING COURSES AND DISTANCES VIZ:
19. NORTH 18° 20' 00" WEST 684.23 FEET TO THE SOUTH SIDE OF THE AFORESAID CLOVER VALLEY WAY,
20. BY A CURVE TO THE LEFT WITH A RADIUS OF 430.00 FEET AND AN ARC LENGTH OF 69.77 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING SOUTH 72° 54' 48" WEST 69.70 FEET, THEN CROSSING THE SAID CLOVER VALLEY WAY,
21. NORTH 21° 44' 07" WEST 60.00 FEET THEN ALONG THE NORTH SIDE OF THE SAID CLOVER VALLEY WAY,
22. BY A CURVE TO THE RIGHT WITH A RADIUS OF 490.00 FEET AND AN ARC LENGTH OF 303.21 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING NORTH 85° 59' 32" EAST 298.40 FEET,
23. SOUTH 76° 16' 50" EAST 293.61 FEET AND

In Process

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1503, p. 0534, MSA_CE54_1390. Date available 06/09/2010. Printed 05/03/2017.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

24. BY A CURVE TO THE LEFT WITH A RADIUS OF 720.00 FEET AND AN ARC LENGTH OF 548.88 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING NORTH 81° 52' 50" EAST 535.68 FEET TO THE PLACE OF BEGINNING.

CONTAINING 13.228 ACRES OF LAND MORE OR LESS

BEING PART OF THAT TRACT OR PARCEL OF LAND CONVEYED AND DESCRIBED IN A DEED FROM HANSON PARTNERSHIP TO HANSON DEVELOPMENT CORPORATION DATED JULY 16, 1986 AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY, MARYLAND IN LIBER 1334, FOLIO 762.

Saving and Excepting all those Lots Nos. 351 through 395 and the Bed of Clover Valley Way as shown on Final Plat Six - Phase Four Woodbridge Center recorded among the Plat Records of Harford County in Plat Book CGHIII No. 60, folio 103

and

Saving and Excepting 396 through 454 and the Bed of Clover Valley Way as shown on Final Plat Seven - Phase Four Woodbridge Center recorded among the Plat Records of Harford County in Plat Book CGHIII No. 60, folio 124.

In Process

REC'D & RECORDED 06/AS
NO 1502 FOLIO 531
1988 SEP 30 PM 3:46
CHARLES G. HOBL III
CLERK

MAIL TO: Powers + Messer
21 W. Susquehanna Ave
Towson, Md 21204

LIBER 1503 FOLIO 0535

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1503, p. 0535, MSA_CE54_1390. Date available 06/09/2010. Printed 05/03/2017.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

THIS DEED, Made this 27th day of October, 1988, by and between HANSON DEVELOPMENT CORP., a body corporate of the State of Maryland, party of the first part, and WOODBRIDGE CENTER HOMEOWNERS ASSOCIATION, INC., a body corporate of the State of Maryland, party of the second part.

WITNESSETH, that in consideration of the sum of Zero Dollars ($0.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the said party of the first part does grant and convey unto the said party of the second part, its successors and assigns, in fee simple, but subject to all the covenants, conditions and restrictions hereinafter mentioned, all that parcel of ground situate, lying and being in Harford County, Maryland, and described as follows, that is to say:-

All that property described in SCHEDULE A attached hereto.

BEING part of the property described in a Deed dated July 16, 1986 and recorded among the Land Records of Harford County in Liber CGH No. 1334, folio 762, which was granted and conveyed by Hanson Partnership unto the party of the first part.

TOGETHER with all roads and all water, sanitary sewer, storm water drainage and all utility lines, pipes, mains, facilities, and installations now or hereafter constructed, placed, installed, or maintained in, on, under, or through the land herein conveyed by the party of the first part to the party of the second part.

ALSO together with the buildings and improvements thereupon erected, made or being and all and every rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said parcel of ground and premises, above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said party of the second part, its successors and assigns, in fee simple, all, however, subject to the covenants, conditions and restrictions contained in the Declaration made by the party of the first part dated August 6, 1986 and recorded among the Land Records of Harford County in Liber CGH No. 1337, folio 381, Amended Declaration recorded in CGH No. 1362, folio 708, and Seventh Supplemental Declaration of even date and recorded immediately prior hereto, and subject to the following reservations: Grantor hereby reserves the right to discharge surface water on the land hereby granted, and to lay, install, construct, place and maintain on, over, or under the said land, or any portion thereto pipes, mains, conduits, drains, lines and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, television transmittal and other public utilities, to provide adequate utility and other services to any lot now or hereafter laid out on the land shown on the aforesaid plats or the general area in which same is located, together with the right and privilege of entering upon said land for such purposes and making openings and excavation therein, provided that same be covered and the ground be restored and left in good condition, all hereby reserved by Grantor for itself, its successors and assigns, including Harford County, Maryland, and any utility company, to whom Grantor

REC FE 14.00

#009150 C002 R01 T09:42

01/05/89

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1523, p. 0400, MSA_CE54_1410. Date available 06/22/2005. Printed 05/03/2017.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

may grant, convey, transfer, set over and assign the same, or any part thereof.

AND the said party of the first part hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; except to impose restrictions including required setbacks, and create easements for utilities by deeds, agreements and plats heretofore recorded among the Land Records of Harford County; that it will warrant specially the property granted, and that it will execute such assurances of the same as may be requisite.

WITNESS the signature of the President of the party of the first part.

ATTEST:

HANSON DEVELOPMENT CORP.

By: _____ (SEAL)
Morris Wolf, President

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY, that on this 22nd day of December, 1988, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Morris Wolf, President of Hanson Development Corp., a corporation, and that he as such President executed the same for the purposes therein contained, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

_____
Notary Public

My Commission expires: 7/1/90

AGRICULTURAL TRANSFER TAX IN THE AMOUNT OF $ none
C. JOHN SULLIVAN
SUPERVISOR OF ASSESSMENTS
ON 1/5/89 By M. Clay Clerk

CURRENT HARFORD COUNTY
CHARGES PAID OFF C.
PER DS 1/5/89

1-5-89 Bmc

- 2 -

LIBER 1523 FOLIO 0401

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1523, p. 0401, MSA_CE54_1410. Date available 06/22/2005. Printed 05/03/2017.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

SCHEDULE A

All that property shown on Final Plat One - Phase Five Woodbridge Center which is recorded among the Land Records of Harford County in Plat Book CGHIII No. 63, folio 34.

Being part of that tract or parcel of land conveyed and described in a Deed from Hanson Partnership to Hanson Development Corporation dated July 16, 1986 and recorded among the Land Records of Harford County, Maryland in Liber 1344, folio 762.

Saving and Excepting all those Lots Nos. 613 through 654 as shown on Final Plat One - Phase Five Woodbridge Center recorded among the Plat Records of Harford County in Plat Book CGHIII No. 63, folio 34.

In Process

REC'D & RECORDED
NO 523 CL 10
1989 JAN -5 AM 9:42
HARFORD CO.
CHARLES G. HOB, III
CLERK

Power + Mosner
21 W. Susquehanna Ave
Towson Md 21204

LIBER 1523 FOLIO 402

HARFORD COUNTY CIRCUIT COURT (Land Records) CG1 1523, p. 0402, MSA_CE54_1410. Date available 06/23/2005. Printed 05/03/2017.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

THIS DEED, Made this 11th day of JAN., 1989, by and between HANSON DEVELOPMENT CORP., a body corporate of the State of Maryland, party of the first part, and WOODBRIDGE CENTER HOMEOWNERS ASSOCIATION, INC., a body corporate of the State of Maryland, party of the second part.

WITNESSETH, that in consideration of the sum of Zero Dollars ($0.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the said party of the first part does grant and convey unto the said party of the second part, its successors and assigns, in fee simple, but subject to all the covenants, conditions and restrictions hereinafter mentioned, all that parcel of ground situate, lying and being in Harford County, Maryland, and described as follows, that is to say:-

All that property described in SCHEDULE A attached hereto.

BEING part of the property described in a Deed dated July 16, 1986 and recorded among the Land Records of Harford County in Liber CGH No. 1334, folio 762, which was granted and conveyed by Hanson Partnership unto the party of the first part.

TOGETHER with all roads and all water, sanitary sewer, storm water drainage and all utility lines, pipes, mains, facilities, and installations now or hereafter constructed, placed, installed, or maintained in, on, under, or through the land herein conveyed by the party of the first part to the party of the second part.

ALSO together with the buildings and improvements thereupon erected, made or being and all and every rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in anywise appertaining.

REC FE 30.00

TO HAVE AND TO HOLD the said parcel of ground and premises, above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said party of the second part, its successors and assigns, in fee simple, all, however, subject to the covenants, conditions and restrictions contained in the Declaration made by the party of the first part dated August 6, 1986 and recorded among the Land Records of Harford County in Liber CGH No. 1337, folio 381, Amended Declaration recorded in CGH No. 1362, folio 708, and Eighth Supplemental Declaration of even date and recorded immediately prior hereto, and subject to the following reservations: Grantor hereby reserves the right to discharge surface water on the land hereby granted, and to lay, install, construct, place and maintain on, over, or under the said land, or any portion thereto pipes, mains, conduits, drains, lines and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, television transmittal and other public utilities, to provide adequate utility and other services to any lot now or hereafter laid out on the land shown on the aforesaid plats or the general area in which same is located, together with the right and privilege of entering upon said land for such purposes and making openings and excavation therein, provided that same be covered and the ground be restored and left in good condition, all hereby reserved by Grantor for itself, its successors and assigns, including Harford County, Maryland, and any utility company, to whom Grantor

#061760 CODE REF 89/09/88

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1529, p. 0738, MSA_CE51_1416. Date available 06/09/2010. Printed 05/03/2017.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

may grant, convey, transfer, set over and assign the same, or any part thereof.

AND the said party of the first part hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; except to impose restrictions including required setbacks, and create easements for utilities by deeds, agreements and plats heretofore recorded among the Land Records of Harford County; that it will warrant specially the property granted, and that it will execute such assurances of the same as may be requisite.

WITNESS the signature of the President of the party of the first part.

ATTEST:

HANSON DEVELOPMENT CORP.

BY: _____ (SEAL)
Norris Wolf, President

STATE OF MARYLAND, ~~BALTIMORE~~ Cecil COUNTY, to wit:

I HEREBY CERTIFY, that on this 16th day of _____, 1988, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Norris Wolf, President of Hanson Development Corp., a corporation, and that he as such President executed the same for the purposes therein contained, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

_____
Notary Public

My commission expires: 7/1/90

AGRICULTURAL TRANSFER TAX IN THE AMOUNT OF $ None
IS NOTED ON ASSESSMENT RECORDS
OF HARFORD COUNTY
SUPERVISOR OF ASSESSMENTS
ON 2/9/89 By _____ Clerk

(Other Charges Due, But Collection Not Required At This Time.
Water & Sewer Accounting Office
Per _____)

ALL TAXES PAID
DEPT. OF THE TREASURY
PURSUANT TO SECTIONS
2/9/89 CR

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1529, p. 0739, MSA_CE54_1416. Date available 06/09/2010. Printed 05/03/2017.

In Process

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

SCHEDULE A

10.084 ACRE PARCEL OF LAND SURVEYED FOR HANSON DEVELOPMENT CORPORATION, LOCATED ON THE NORTH SIDE OF CLOVER VALLEY WAY, FIRST ELECTION DISTRICT, HARFORD COUNTY, MARYLAND.

BEGINNING FOR THE SAME AT A POINT ON THE SOUTHWESTERLY SIDE OF WOODBRIDGE CENTER WAY, 60 FEET WIDE, AS SHOWN ON A PLAT ENTITLED "FINAL PLAT FIVE-PHASE TWO, WOODBRIDGE CENTER" AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY, MARYLAND IN PLAT BOOK C.G.H. 56, FOLIO 54, SAID POINT ALSO BEING AT THE EASTERNMOST CORNER OF A PLAT ENTITLED "FINAL PLAT-COMMUNITY CENTER, WOODBRIDGE CENTER" AND RECORDED AMONG THE AFORESAID LAND RECORDS IN PLAT BOOK C.G.H. 63, FOLIO 32, SAID POINT ALSO BEING AT THE NORTHERNMOST CORNER OF A PLAT ENTITLED "FINAL PLAT TWO-PHASE FIVE, WOODBRIDGE CENTER" AND RECORDED AMONG THE AFORESAID LAND RECORDS IN PLAT BOOK C.G.H. 64, FOLIO 54, THENCE BINDING ON SAID WOODBRIDGE CENTER WAY AND ON THE NORTHEAST SIDE OF THE LAST MENTIONED PLAT,

1. BY A CURVE TO THE RIGHT WITH A RADIUS OF 2374.81 FEET AND AN ARC LENGTH OF 384.67 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING SOUTH 37° 28' 25" EAST 384.25 FEET, TO A POINT OF TANGENCY, SAID POINT ALSO BEING AT THE EASTERNMOST CORNER OF THE LAST MENTIONED PLAT, SAID POINT ALSO BEING AT THE NORTHERNMOST CORNER OF A PLAT ENTITLED "FINAL PLAT THREE PHASE FIVE, WOODBRIDGE CENTER" AND RECORDED AMONG THE AFORESAID LAND RECORDS IN PLAT BOOK C.G.H. 64, FOLIO 55, THENCE BINDING STILL ON SAID WOODBRIDGE CENTER WAY AND BINDING ON THE NORTHEASTERLY SIDE OF THE LAST MENTIONED PLAT, TWO COURSES, VIZ:
2. SOUTH 32° 50' 00" EAST 356.46 FEET, AND
3. SOUTH 12° 10' 00" WEST 21.21 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF CLOVER VALLEY WAY, 60 FEET WIDE, AS SHOWN ON A PLAT ENTITLED "FINAL PLAT FIVE-PHASE TWO, WOODBRIDGE CENTER" AND RECORDED AMONG THE AFORESAID LAND RECORDS IN PLAT BOOK C.G.H. 56, FOLIO 54,

In Process

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1529, p. 0740, MSA_CE54_1416. Date available 06/09/2010. Printed 05/03/2017.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

THENCE BINDING ON THE SAID CLOVER VALLEY WAY AND ON THE SOUTH SIDE OF THE AFORESAID FINAL PLAT THREE-PHASE FIVE, WOODBRIDGE CENTER, TWO COURSES, VIZ:

4. SOUTH 57° 10' 00" WEST 37.37 FEET TO A POINT OF CURVATURE, AND
5. BY A CURVE TO THE RIGHT WITH A RADIUS OF 720.00 FEET AND AN ARC LENGTH OF 546.92 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING SOUTH 78° 55' 41" WEST 533.87 FEET, TO A POINT, SAID POINT BEING THE WESTERNMOST CORNER OF THE AFORESAID FINAL PLAT THREE-PHASE FIVE,

WOODBRIDGE CENTER, SAID POINT ALSO BEING THE SOUTHERNMOST CORNER OF THE AFORESAID FINAL PLAT TWO-PHASE FIVE, WOODBRIDGE CENTER, THENCE CONTINUING TO BIND ON SAID CLOVER VALLEY WAY, AND BINDING ON THE AFORESAID PLAT, TWO COURSES, VIZ:

6. BY A CURVE TO THE RIGHT WITH A RADIUS OF 720.00 FEET AND AN ARC LENGTH OF 38.07 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING NORTH 77° 47' 44" WEST 38.07 FEET, TO A POINT OF TANGENCY, AND
7. NORTH 76° 16' 50" WEST 206.16 FEET TO A POINT, SAID POINT BEING THE SOUTHEASTERNMOST CORNER OF A PLAT ENTITLED "FINAL PLAT ONE-PHASE FIVE, WOODBRIDGE CENTER" AND RECORDED AMONG THE AFORESAID LAND RECORDS IN PLAT BOOK C.G.H. 63, FOLIO 34, THENCE LEAVING SAID CLOVER VALLEY WAY AND BINDING ON THE LAST MENTIONED PLAT AND ON THE AFORESAID PLAT ENTITLED " FINAL PLAT-COMMUNITY CENTER, WOODBRIDGE CENTER", TWO COURSES, VIZ:
8. NORTH 18° 20' 00" WEST 392.40 FEET, AND
9. NORTH 57° 10' 00" EAST 587.53 FEET TO THE PLACE OF BEGINNING.

In Process

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1529, p. 0741, MSA_CE54_1416. Date available 06/09/2010. Printed 05/03/2017.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

SCHEDULE A

CONTAINING 10.084 ACRES OF LAND MORE OR LESS.

BEING ALL OF THE LAND SHOWN ON A PLAT ENTITLED "FINAL PLAT TWO-PHASE FIVE, WOODBRIDGE CENTER" AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY, MARYLAND IN PLAT BOOK C.G.H. 64, FOLIO 54, BEING ALSO ALL OF THE LAND SHOWN ON A PLAT ENTITLED "FINAL PLAT THREE-PHASE FIVE, WOODBRIDGE CENTER" AND RECORDED AMONG THE AFORESAID LAND RECORDS IN PLAT BOOK C.G.H. 64, FOLIO 55, BEING ALSO PART OF THE LAND CONVEYED BY A DESCRIBED IN A DEED FROM HANSON PARTNERSHIP TO HANSON DEVELOPMENT CORPORATION, DATED JULY 16, 1986 AND RECORDED AMONG THE AFORESAID LAND RECORDS IN LIBER 1334, FOLIO 762.

SAVING AND EXCEPTING all those lots Nos. 695 through 758 as shown on Final Plat Two Phase Five Woodbridge Center recorded among the Land Records of Harford County in Liber C.G.H. 64, folio 54 and all those lots Nos. 655 through 694 as shown on Final Plat Three Phase Five Woodbridge Center recorded among the Land Records of Harford County in Liber C.G.H. 64, folio 55.

In Process

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1529, p. 0742, MSA_CE54_1416. Date available 06/09/2010. Printed 05/03/2017.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

SCHEDULE A

6.530 ACRE PARCEL OF LAND SURVEYED FOR HANSON DEVELOPMENT CORPORATION, LOCATED ON THE SOUTHEAST SIDE OF CLOVER VALLEY WAY, FIRST ELECTION DISTRICT, HARFORD COUNTY, MARYLAND.

BEGINNING FOR THE SAME A POINT ON THE EASTERLY SIDE OF CLOVER VALLEY WAY, 60 FEET WIDE, AS SHOWN ON A PLAT ENTITLED "FINAL PLAT EIGHT-PHASE FOUR, WOODBRIDGE CENTER" AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY, MARYLAND IN PLAT BOOK C.G.H. 62, FOLIO 98, SAID POINT ALSO BEING AT THE NORTHWESTERLY CORNER OF A PLAT ENTITLED "FINAL PLAT FOUR-PHASE FOUR, WOODBRIDGE CENTER" AND RECORDED AMONG THE AFORESAID LAND RECORDS IN PLAT BOOK C.G.H. 59, FOLIO 95, SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF A PLAT ENTITLED "FINAL PLAT FOUR-PHASE FIVE, WOODBRIDGE CENTER" AND RECORDED AMONG THE AFORESAID LAND RECORDS IN PLAT BOOK C.G.H. 64, FOLIO 56, THENCE BINDING ON THE EAST AND SOUTHEAST SIDE OF SAID CLOVER VALLEY WAY AND BINDING ON THE WEST AND NORTHWEST SIDE OF THE LAST MENTIONED PLAT, THREE COURSES, VIZ:

In Process

1. BY A CURVE TO THE RIGHT WITH A RADIUS OF 845.16 FEET AND AN ARC LENGTH OF 428.18 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING NORTH 05° 43' 28" WEST 423.62 FEET, TO A POINT OF COMPOUND CURVATURE,
2. BY CURVE TO THE RIGHT WITH A RADIUS OF 430.00 FEET AND AN ARC LENGTH OF 447.11 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING NORTH 38° 28' 38" EAST 427.24 FEET, TO A POINT, AND
3. BY A CURVE TO THE RIGHT WITH A RADIUS OF 430.00 FEET AND AN ARC LENGTH OF 69.77 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING NORTH 72° 54' 48" EAST 69.70 FEET, TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF A PLAT ENTITLED FINAL PLAT SEVEN-PHASE FOUR, WOODBRIDGE CENTER" AND RECORDED AMONG THE AFORESAID LAND RECORDS IN PLAT BOOK C.G.H. 60, FOLIO 104, THENCE LEAVING SAID CLOVER VALLEY WAY AND BINDING ON THE WESTERLY SIDE OF THE LAST MENTIONED PLAT,
4. SOUTH 18° 20' 00" EAST 684.23 FEET TO A POINT, SAID POINT BEING IN THE OUTLINE OF THE

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1529, p. 0743, MSA_CE54_1416. Date available 06/09/2010. Printed 05/03/2017.

Docusign Envelope ID: 02CBDE2F-3810-4E92-A20A-C51E7DAAA6A2

SCHEDULE A

AFORESAID FINAL PLAT FOUR-PHASE FOUR, WOODBRIDGE CENTER" THENCE BINDING THEREON, THREE COURSES, VIZ:

5. SOUTH 77° 45' 44" WEST 366.39 FEET,
6. SOUTH 73° 33' 09" WEST 70.94 FEET, AND
7. SOUTH 69° 39' 44" WEST 83.80 FEET TO THE PLACE OF BEGINNING.

CONTAINING 6.530 ACRES OF LAND MORE OR LESS.

BEING ALL OF THE LAND SHOWN ON A PLAT ENTITLED "FINAL PLAT FOUR-PHASE FIVE, WOODBRIDGE CENTER" AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY, MARYLAND IN PLAT BOOK C.G.H. 64, FOLIO 56, SAVING AND EXCEPTING THEREFROM THE RIGHT OF WAY OF CLOVER VALLEY WAY AS SHOWN ON SAID PLAT. BEING ALSO A PART OF THE LAND CONVEYED BY AND DESCRIBED IN A DEED FROM HANSON PARTNERSHIP TO HANSON DEVELOPMENT CORPORATION, DATED JULY 16, 1986 AND RECORDED AMONG THE AFORESAID LAND RECORDS IN LIBER 1334, FOLIO 762.

Saving and excepting all those lots Nos. 553 through 612 as shown on Final Plat Four Phase Five Woodbridge Center recorded among the Land Records of Harford County in Liber C.G.H. 64, folio 56.

In Process

REC'D & RECORDED CGH
NO 1529 REC'D 738
1989 FEB -9 PM 12:23
CHARLES G. HOBB. III
CLERK

MAIL TO: Power & Mosner
21 W. Susquehanna Ave
Towson, Md 21204

LIBER 1529 FOLIO 0744

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 1529, p. 0744, MSA_CE54_1416. Date available 06/09/2010. Printed 05/03/2017.