

University Square HomeOwners Association

Annual Board Meeting Minutes



CondoCerts

UNIVERSITY SQUARE OWNERS' ASSOCIATION

ANNUAL MEETING OF THE MEMBERSHIP

November 18, 2020

AGENDA

- I. Call to Order
- II. Establishment of Quorum
- III. State of the Association
 - A. Treasurer's Report
- IV. Verification of Ballots
 - A. Election Results
 - B. Approval of Minutes
 - C. IRS Rollover - Excess Operating to Reserves
- V. Open Forum
- VI. Adjournment

ELECTION RULES

UNIVERSITY SQUARE OWNERS' ASSOCIATION

Election Rules complying with Senate Bill 323

a California nonprofit mutual benefit corporation

These Election Rules revoke all previous election rules, and all amendments thereto, and substitute in their place these Election Rules.

ARTICLE 1: DEFINITIONS

- 1.1 "Association" means the Association, a California nonprofit, mutual benefit corporation.
- 1.2 "Board" or "Board of Directors" means the Board of Directors of the Association.
- 1.3 "Bylaws" means the Association's bylaws.
- 1.4 "CC&Rs" means the Association's declaration as the term is defined in the Davis-Stirling Act.
- 1.5 "Director" means any member of the Association's Board of Directors.
- 1.6 "Davis Stirling Act" means and refers to the Davis-Stirling Common Interest Development Act which is the portion of the California Civil Code
- 1.7
- 1.8 "Inspector of Election" means an inspector as defined in the Davis- Stirling Act.
- CC&Rs.
- "Member" means a Member of the Association as defined in the Association's
- "Separate Interest" means a separate interest as defined in the Association's

ARTICLE 2: MEMBERSHIP MEETINGS

- 2.1 Generally.
- a. *Annual Meetings.* The Association must hold an annual meeting each year to conduct any Association business requiring a membership vote. Such meetings may include Director elections, or other types of elections. The annual meeting shall be held during the same month of the year that the first annual meeting was held, with the specific day and time to be determined by the Board.
- b. *Special Meetings.* Special meetings may be called for any lawful purpose by any of the following: (i) President of the Association, (ii) majority of the Board, or (iii) Members constituting at least five percent (5%) of the voting power of the

Association, or as required by law. If a special meeting is called by Members of the Association, the request must be submitted to the Board in writing, specifying the nature of the business to be transacted. The Director or officer receiving the request must promptly deliver the request to the remaining Directors.

c. *Date, Time and Location of Meetings.*

- i. *Selected by the Board* Annual and special membership meetings will be held within the Project or at a location as close to the Project as possible.
- ii. *Selected by the Membership.* If the date, time and/or location of a membership meeting selected by petitioning Members is unreasonable or contrary to the governing documents and/or statutory requirements, the Board is empowered to reschedule the date, time and/or location to something reasonable, relatively close to the original date, time and location requested by the Members calling the meeting, and compliant with the governing documents and statutory requirements.

2.2 Notice Requirements.

- a. *Notice of Special Meetings Called by the Board.* Except where one or more different periods are required by superseding provisions of the Davis-Stirling Act, all the following requirements apply: Notice of special meetings called by the Board must be given not less than ten (10) days nor more than ninety (90) days before the date of the meeting. If action is to be taken at the meeting, secret ballots must be mailed to every member not less than thirty (30) days prior to the deadline for voting.
- b. *Notice of Special Meetings Called by Petition of the Members.* Except where one or more different periods are required by superseding provisions of the Davis-Stirling Act, all the following requirements apply: Notice of special meetings called by the Members must be given by the Board within twenty (20) days after the Board's receipt of such request. If the Board fails to give notice, the persons calling the special meeting may give notice consistent with these Election Rules. The special meeting must be held not less than thirty-five (35) days nor more than ninety (90) days following the Board's receipt of the request. If action is to be taken at the meeting, secret ballots must be mailed to every member not less than thirty (30) days prior to the deadline for voting.
- c. *Notice Contents.* The notice must specify the place, date, and hour of the meeting and (i) in the case of a special meeting, the nature of the business to be transacted as specified by those persons calling the meeting (and that no other business may be transacted except as specified in the notice), or (ii) in the case of the annual meeting, those matters which the Board intends to present for action by the Members.

- d. *Delivery.* Notice of any membership meeting must be given as follows:
 - i. *Method of Delivery.* Either personally, by electronic transmission (when consented to by the Member) or by first-class mail, charges prepaid.
 - ii. *Location of Delivery.* To the Member: (a) at a primary or secondary address stated in a written notice provided by the Member to the Association pursuant to Civil Code §4041(a); or (b) if the Member fails to provide such notice, the last address provided in writing by the Member; or (c) if none of the above, the address of the Member's Separate Interest.
 - iii. *Delivery Deemed Given.* Notice of a membership meeting is deemed given when delivered personally, deposited in the mail, or upon completion of electronic transmission to those Members who have consented to same.

2.3 Chair of Meeting. The President of the Board must call the membership meeting to order and must chair the meeting unless the President or a majority of the Board selects another person to chair the meeting.

2.4 Quorum. The quorum requirement for membership meetings is 50% percent of the voting power of the Association. The Members may be represented in person, by ballot, or by proxy. When a quorum is present, the affirmative vote of a majority of the voting power represented at the meeting, entitled to vote and voting on any matter, is an act of the Members unless the vote of a greater number is required by the Association's articles, Bylaws, CC&Rs or law. Under the Davis-Stirling Act, the quorum for an election to approve an assessment increase is more than fifty percent (50%) of the members.

2.5 Lack of Quorum. In the absence of a quorum at the beginning of a membership meeting, no business may be transacted except to adjourn the meeting to another date and time. A majority of the Members present and entitled to vote may adjourn the meeting, if at any meeting of the Association a quorum is not present. An adjournment for lack of a Quorum must be to a date not less than five (5) days nor more than thirty (30) days from the date the original meeting was called and the Quorum for any adjourned meeting or election will be reduced to 25%. If a new record date is fixed for notice or voting after the adjournment, a notice of the adjourned meeting must be given to each Member who, on the record date for notice of the meeting, is entitled to vote at the meeting.

2.6 Loss of Quorum. The Members present at a duly called membership meeting at which a quorum is initially present may continue to transact business until adjournment, notwithstanding the loss of quorum. The business must be approved by enough Members to constitute at least a majority of a quorum had a quorum been present.

ARTICLE 3: DIRECTORS

3.1 Number and Term of Directors. The Board will consist of 3 Directors. The term of each Director is two years and until a qualified successor is elected to fill his/her seat.

3.2 Candidate and Director Qualifications. Members must meet the qualifications in the subsections hereafter to be eligible for nomination as a candidate for, or to serve as a Director, on the Board.

a. *Candidates Must be Members.* The Association must disqualify the nomination of a candidate who is not a Member of the Association at the time of nomination.

b. *Prior ownership for One Year.* To be eligible for nomination and/or to serve on the Board, a candidate for the Board or serving as a Director must be the record Owner of a Separate Interest for a period of at least one year, proof of which must be a recorded deed.

c. *Member in Good Standing.* To be eligible for nomination and/or to serve on the Board, the person or impersonal entity must not be delinquent by more than sixty (60) days in the payment of any regular or special Assessment (following proper notice, hearing, and a finding by the Board), except:

- i. A person may not be disqualified from nomination for nonpayment of fines, fines characterized as assessments, collection charges, late charges or costs levied by a third party.
- ii. A person may not be disqualified from nomination because the person has paid the regular or special assessment under protest.
- iii. A person may not be disqualified from nomination due to delinquent assessments if the person has entered into a payment plan with the Association pursuant to Civil Code §5665 and is fulfilling the terms of the payment plan.

d. *Co-Owners Eligible for Only One Position.* To be eligible for nomination and/or to serve on the Board, the person or impersonal entity must not have a record fee simple ownership interest in a Separate Interest which is part of the Development with another person or impersonal entity concurrently serving as a Director. Where two or more co-owners concurrently seek election to the Board, only the first nomination will be effective.

e. *Criminal Conviction.* A person who has disclosed, or concerning whom the Board has become aware, of a past criminal conviction that would, if the person is elected, either prevent the Association from purchasing the fidelity bond coverage required by Civil Code Section 5806, or any successor statute, or which conviction would cause such coverage to be terminated, is ineligible for nomination to the Board. Each nominee, at the time of nomination, shall disclose the existence of any past criminal conviction and the details thereof, with sufficient details in order to allow the Association to determine whether the criminal conviction will prevent the Association from purchasing the required fidelity bond coverage.

f. *Internal Dispute Resolution.* Before any candidate for nomination or serving Director may be disqualified, the person or impersonal entity must be provided the opportunity to engage in internal dispute resolution as provided in the Davis-Stirling Act.

3.3 Impersonal Entities. If title to a Separate Interest is held by a legal entity that is not a natural person, the governing authority of that legal entity shall have the power to appoint a natural person to be a Member for the purpose of candidacy or serving on the Board. The designation by the impersonal legal entity must be in writing with documentation confirming both the designation and its authority to do so.

3.4 Trusts. If title is held in the name of one or more trustees, subject to a trust, a sole trustee or one of several trustees are permitted to be a candidate for a position on the Board or to serve on the Board subject to all qualifications and/or requirements of the Association's governing documents and/or the law. The designation of one of several trustees must be in writing with documentation confirming both the designation and the authority of the designator to do so.

ARTICLE 4: INSPECTOR(S) OF ELECTION

4.1 Selection.

a. *Process.* Prior to the date ballots are first sent out, the Board of Directors must, at an open meeting of the Board, select either one (1) or three (3) persons as Inspector(s) of Election.

Eligible Inspector(s). The Board may select as Inspector(s) of Election, any person or entity or subdivision of a business entity not currently employed or under contract to the Association. Eligible Inspectors include, but are not limited to:

- i. Poll Workers. A volunteer poll worker with the County Registrar of Voters;
- ii. Accountants. A licensee of the California Board of Accountancy, not under contract to the Association;
- iii. Notary Public. A notary public commissioned by the California Secretary of State.
- iv. Association Members. Members of the Association, but not: (i) members of the Board, (ii) candidates for the Board, (iii) persons related to a member of the Board, or (iv) persons related to a candidate for the Board; (RECOMMENDED).

v. Professional Inspectors. Third party persons or entities who provide professional election services who contract with the Association solely to serve as an Inspector of Election.

4.2 Duties. Duties of Inspector(s) of Election include the following:

- a. *Membership.* Determine the number of memberships entitled to vote and the voting power of each.
- b. *Validity of Proxies.* Determine the authenticity, validity and effect of proxies, if any.
- c. *Closing and Reopening of Polls.* Determine when the polls close, including any desired extensions of the voting period, and determine whether to reopen the polls to allow Members to cast ballots if the polls were previously closed, all consistent with the Association's other governing documents.
- d. *Receive Ballots.* Receive all ballots. Once received by an Inspector of Election, ballots are irrevocable.
- e. *Custody.* Sealed ballots, signed voter envelopes, voter list, proxies, and candidate registration list shall at all times be in the custody of the Inspector(s) of Election or at a location designated by the Inspector(s) until after the tabulation of the vote, and until the time allowed by Section 5145 for challenging the election has expired, at which time custody shall be transferred to the Association. No person, including a Member of the Association or an employee of the management company, is permitted to open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated. The Inspector(s) of Election or the Inspector(s) appointee(s) may verify the Member's information and signature on the outer envelope prior to the meeting at which ballots are tabulated.
- f. *Challenges.* Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote. If there is a recount or other challenge to the election process, the Inspector(s) of Election must make the ballots available for inspection and review by an Association Member or the Member's authorized representative, upon written request. An Association Member may authorize a representative to review the ballots on his or her behalf. Any recount must be conducted in a manner that preserves the confidentiality of the vote.
- g- *Counting Ballots.* Count and tabulate all votes. All votes must be counted and tabulated by the Inspector(s) of Election or the Inspector(s) appointee(s) in public at a properly noticed open meeting of the Board of Directors or Members. Candidates and Members may witness, but not interfere with, the counting and tabulation of the votes from at least two (2) feet away from the Inspector(s) and his/her/their appointee(s).

- h. Appoint Assistants.* Appoint and oversee additional independent third parties to verify signatures, and to count and tabulate votes as the Inspector(s) of Election deem appropriate provided that such persons are independent third parties.
 - i. Results.* Determine the tabulated results of the election.
 - J. Impartiality.* Perform all duties impartially, in good faith, to the best of the ability of the Inspector(s) of Election, as expeditiously as is practical, and in a manner that protects the interest of all Members of the Association. Any report made by the Inspector(s) of Election is prima facie evidence of the facts stated in the report.
 - k. Miscellaneous.* Perform any acts as may be proper to conduct the election with fairness to all Members in accordance with the Civil Code, the Corporations Code, the Association's governing documents, and all applicable rules of the Association regarding the conduct of the election that are not in conflict with the Civil Code.
- 4.3 Removal. The Board has the power to remove any Inspector(s) who ceases to meet the required qualifications, are unable or unwilling to perform their duties, or for any other good reason, and to appoint one or more replacement Inspectors.

ARTICLE 5: NOMINATIONS

5.1 Nomination Procedures and Notice. Prior to the election of Directors, the Board must, by written notice to all Members, solicit nominees. The solicitation must include the "Candidate and Director Qualifications" described above and provide general notice of the procedure and deadline for submitting a nomination. The deadline must be at least thirty (30) days after giving notice. Delivery of the solicitation must be given by individual notice, pursuant to Civil Code §4040, if individual notice is requested by a Member before the solicitation is given. Nominees must be listed as candidates on the ballot provided (i) they meet candidate and Director qualifications and (ii) their nomination is made prior to the date and time set for the close of nominations.

5.2 Self-Nomination. Any qualified person may nominate himself or herself for election to the Board of Directors by submitting to the Association a written statement signed and dated by the person nominating himself or herself. The Association must set a cut-off date for the receipt of self-nomination statements, which date must be publicized in advance to the Members.

5.3 Nominating Committee. As provided for in the Bylaws, a nominating committee may be appointed each year by the Board to solicit candidates to run for the Board and notify them of (i) the date for the close of candidate applications, (ii) the date for election of Directors, either at an annual meeting or by ballot without a meeting, (iii) and the qualifications to serve on the Board. Per Civil Code §5105(a), the nominating committee may not preclude qualified Members from nominating themselves.

5.4 Write-Ins and Floor Nominations. Write-ins are allowed on ballots and nominations can be made from the floor.

ARTICLE 6: BALLOTS AND PROXIES

6.1 Voting Rights.

- a. *Number of Votes.* Each Member is entitled to one (1) vote per Separate Interest on all matters presented to the Members for a vote.
- b. *Record Date.* For Membership elections where a secret ballot is required under the law, and any other Membership election where the Board has not set a Record Date for the election, the Record Date will be the date ballots are distributed to the Membership. Only owners on title on the Record Date are entitled to vote. Persons acquiring title after the Record Date may attend the election meeting but are not entitled to vote. For any Membership election where a secret ballot is not required under the law, the Board is permitted to set a Record Date for an election no more than sixty (60) days before the date of the election meeting.
- c. *Proof of Membership.* No person or entity may exercise the rights of membership without an ownership interest in a Separate Interest subject to Association's CC&Rs. If the Board requests proof of ownership, the required proof is a recorded deed showing the required ownership or, if the property was transferred within the past thirty (30) days and a copy of the newly recorded deed is not yet available, a completed escrow closing statement is sufficient.
- d. *Cumulative Voting.* Cumulative voting is permitted only when electing or removing Directors. Every Member entitled to vote at any election for Directors of the Association is permitted to cumulate his/her votes and give one (1) candidate the total number of votes to which the Member is entitled to cast or may distribute the Member's votes among the candidates as desired.
- e. *Co-Owners.* Where there is more than one owner of a Separate Interest subject to the Association's CC&Rs, all such co-owners are Members and may attend any meeting of the Association, but only one co-owner is entitled to exercise the vote to which the Separate Interest is entitled. Fractional votes are not permitted. In the event more than one ballot is cast for a particular Separate Interest, only the first ballot received will be opened and counted.
- f. *Presumption of Consent.* Unless the Inspector(s) of Election receive a written objection prior to the close of balloting from a co-owner, it is conclusively presumed that a voting owner acted with the consent of his or her co-owners.
- g. *Voting for Properly Nominated Candidates.* Members must vote only for those candidate(s) who have been properly nominated prior to the close.

6.2 Proxies.

- a. *Generally.* The Association may use and accept proxies as permitted by law and the Association's governing documents, provided that the Association is not required to prepare or distribute proxies. Proxies are not permitted to be construed or used in lieu of a ballot at a meeting.
- b. *Proxy Form.* Any instruction given in a proxy issued for an election that directs the manner by which the proxy holder is to cast the vote must be set forth on a separate page of the proxy that can be detached and given to the proxy holder to retain. Proxies must meet all requirements of Chapter 4 of Article 2 of the Davis-Stirling Act, other laws, and the Association's governing documents.
- c. *Vote by Proxy holder.* The proxy holder must cast the Member's vote by secret ballot unless the proxy is revoked by the Member prior to the receipt of the ballot by any Inspector of Election as described in Corp. Code §7613.
- d. *Who May Be Proxy holder?* As provided for in Civil Code §5130(a)(1), proxy holders must be Members.

6.3 Pre-Ballot Notice. At least 30 days before the ballots are distributed, the Association must provide general notice (or individual notice to a Member who requested it) which includes:

- a. The date, time and physical address to mail or hand deliver ballots to the Inspector(s);
- b. The date, time and location of the ballot counting meeting; and
- c. A list of candidates to appear on the ballots.

6.4 Candidate List and Voter List. The Association must retain, as Association election materials, both a candidate registration list and a voter list. The voter list must include name, voting power, and either the physical address of the voter's Separate Interest, the parcel number, or both. The mailing address for the ballot shall be listed on the voter list if it differs from the physical address of the voter's Separate Interest or if only the parcel number is used.

6.5 Verification of Lists. The Association must permit Members to verify the accuracy of their individual information on the candidate registration list and the voter list at least 30 days before the ballots are distributed. The Association or Member must report any errors or omissions to either list to the Inspector(s) of Election who must make the corrections within two business days. Reports of any errors or omissions should be made early enough to allow for corrections to be made before the ballots are distributed.

6.6 Secret Ballots. All ballots mailed or otherwise delivered to the membership must include a double-envelope system and voting instructions for returning the ballots as provided

for in the Davis-Stirling Act, and must be mailed by first-class mail or delivered to every Member entitled to vote at least thirty (30) days before the initial voting deadline. Ballots seeking approval to amend or restate governing documents must be delivered to the Members with the text of the proposed amendment.

- a. *Signature.* Ballots do not require a signature. Ballots signed by Members remain valid.
- b. *Inner Envelope.* The Association will provide two envelopes. To preserve secrecy, the ballot is to be placed within an inner envelope with no identifying information. However, information written on the inner envelope by a Member will not invalidate the ballot. The inner envelope containing the ballot is to be placed into a second "outer" envelope containing identifying information.
- c. *Outer Envelope.* In the upper left-hand corner of the outer envelope, the voting Member must sign his/her name and indicate (print, type, etc.) his/her name and the address entitling the voter to vote. The outer envelope must be addressed to the Inspector(s) of Election.
- d. *Delivery.* The outer envelope may be mailed to the address on the envelope or delivered to a location specified by the Inspector(s) of Election. The Member may request a receipt for delivery.

6.7 Election Rules. At least 30 days before the voting deadline, the Inspector(s) of Election must deliver, or cause to be delivered, the election operating rules to all Members. Such rules may be delivered (1) by individual delivery (Civil Code §4040) or (2) by posting the rules on an internet website and including the website address (URL) on the ballot with the phrase, in at least 12-point font: "The rules governing this election may be found here:"

6.8 Power of Attorney. The Association cannot deny a ballot to a person with general power of attorney for a Member. The ballot of a person with a general power of attorney must be counted if timely returned.

6.9 Quorum by Ballot. Each ballot received by an Inspector(s) of Election within a properly completed outer envelope from a Member is deemed as a Member present at a meeting for purposes of establishing a quorum.

ARTICLE 7: CAMPAIGNING

7.1 Access to Media.

- a. *Use of Association Resources.*
 - i. *Association Media.* Neither candidates nor Members may use the Association's newsletter, website, any other Association media for campaign purposes.

ii. *Membership List.* Candidates and Members have the right to request a copy of the Association's membership list for the purposes of distributing, at their own expense, materials which advocate a point of view reasonably related to an election, or as otherwise permitted by Civil Code §4515. Candidates and Members also have the right to contact Members who have opted out of the membership list through the alternate means of communication permitted under Cal. Civ. Code §5220 for the purposes of distributing, at their own expense, materials which advocate a point of view reasonably related to the election or as otherwise permitted by Civil Code §4515.

b. *Exception.* If any candidate or Member is provided access to Association newsletters, website, or other Association media during an election, or given permission to post campaign material in the common area for purposes that are reasonably related to that election, equal access must be provided to all candidates and Members. The access is limited to information relating to that election and cannot exclude those candidates and Members not endorsed by the Board. The Association is not permitted to edit or redact any content from these communications but is permitted to include a statement that the candidate or Member, and not the Association, is responsible for that content. The Association and its Directors, officers, and agents are immune from liability for the content of those communications to the fullest extent provided by law.

7.2 Use of Common Area During Election Campaign.

a. *Purpose.* Regarding any Association election, each candidate, Member, or resident is permitted to use, if available, the Association's common area at no cost for a purpose relating to Association elections as described in Civil Code §4515, including to advocate a point of view reasonably related to the election.

Reservation. Each candidate, Member, or resident, who wants to use the common area pursuant to *Civil Code* §§4515 or 5105 must make a reservation in advance of the date and time requested. Such requests to use the common area are granted on a first-come, first-served basis, provided that the area is not already reserved. In order to assure fairness, each candidate may not reserve or use the common area for more than two (2) hours on any particular date. In addition, each candidate or Member is permitted to make only one (1) reservation per day to use the common area.

7.3 No Use of Association Funds for Campaign Purposes. Association funds may not be used for campaign purposes in connection with any Board election and may not be used for campaign purposes in connection with any other Association election except to the extent necessary to comply with duties of the Association imposed by law. The Association is not permitted to include the photograph or prominently feature the name of any candidate on a communication from the Association or its Board. Directors, in their capacities as Members, are

permitted to advocate for the election or defeat of any issue or candidate on the ballot at their own expense and are not permitted to use Association funds for that purpose in any capacity.

7.4 Improper Electioneering.

- a. *Prohibited Activities.* In addition to any of the prohibitions under this article, candidates, Members, and residents, including their tenants, families, employees, agents, visitors, licensees, or servants are prohibited from engaging in any of the following activities:
 - i. Causing any printed campaign or other election related materials to be placed upon or affixed to (1) resident's vehicles, (2) common area walls, doors, or windows, (3) mail boxes or mail box structures, (4) or any portion of the common area not expressly permitted in these rules without prior authorization from the Board or management;
 - ii. Attempt to solicit either a vote or proxy from another Member, or their power of attorney, through deceit, harassment, intimidation, improper influence, undue coercion, or force;
 - iii. Attempt to prevent a Member from casting a vote or delegating their right to vote via proxy through deceit, harassment, intimidation, improper influence, undue coercion, or force;
 - iv. Interfere with the counting or tallying of votes;
 - v. Solicit the vote of a Member while in that Member's immediate presence or residence and during the time he or she knows the Member is voting;
 - vi. Induce other Members to divert ballots away from the Inspector(s) of Election; or
 - vii. Interfere with any candidate's ability to distribute authorized campaign materials.
- b. *Report Violations.* Members are encouraged to report any electioneering violations they witness to the Board or management.
- c. *Fines.* The Board is permitted to levy a fine of up to \$100 for each violation.

ARTICLE 8: CANVASSING AND PETITIONING

- 8.1 Generally. Canvassing and petitioning the Members, the Board, and residents for purposes permitted in Civil Code §4515, by telephone and/or personal visits to private residences in the development, is limited to the hours of 9:00 a.m. until 9:00 p.m. However, any Member or

resident who declines to be contacted on any issue, including for a purpose specified in Civil Code §4515, must not be contacted by telephone or personal visits thereafter.

8.2 Impermissible Conduct. Nothing in this section permits a Member or resident to contact another Member or resident in a manner that constitutes a breach of the Member's or resident's quiet enjoyment, or a nuisance.

ARTICLE 9: DISTRIBUTING INFORMATION

9.1 Generally. Reasonably distributing and circulating information for any purposes described by Civil Code §4515, is permitted and restricted as follows:

- a. Members or residents may distribute or circulate printed information for purposes specified in Civil Code §4515 to other Members or residents by (1) mail, (2) placing printed materials under front doors, front door mats, and/or behind screen doors, and (3) handing out printed material in the common area to Members and residents willing to accept such materials. The handing out of materials in the common area may be conducted only between the hours of 9:00 a.m. and 9:00 p.m.
- b. Member and residents may not cause any printed materials, including those for any purposes specified in Civil Code §4515, to be placed upon or affixed to (1) resident's vehicles, (2) common area walls, doors, windows or other surfaces, (3) mail boxes or mail box structures, (4) or in any portion of the common area not expressly permitted in these rules without prior authorization from the Board or management.
- c. Members and residents distributing and circulating printed materials permitted in these rules, such as those left at front doors or in other permissible locations in the development, are responsible to collect and discard any such materials that remain uncollected after twenty-four (24) hours from distribution or circulation.

ARTICLE 10: PETITIONS

10.1 Purpose. The purpose of the petition for a membership meeting must be set forth in the petition so Members know what they are signing. Meetings may only be called for a proper purpose.

10.2 Signatures. Only Members may sign petitions. Signatures by persons not on title are invalid. The Association may validate signatures by comparing them against signatures on file with the Association or by contacting signers to verify their signatures. Any person on title to a property can sign on behalf of the property but it counts only once. For example, if there are ten owners on title for one unit, all of whom sign a petition, it counts as one signature not ten.

10.3 Invalidity of Signatures. A petition can be rendered invalid if a sufficient number of signatures are found invalid or rescinded for good cause (such as fraud, mistake, undue influence or other valid grounds for rescission), such that the number of remaining signatures falls below 5% of total voting power of the membership.

10.4 Setting the Date. The date of the special meeting for a recall must be set in the manner provided for in these Election Rules above and the law.

10.5 Recall Petitions. Recalls are not permitted to be started against the Board as a whole or any individual Director if (a) the Board or Director has held office during the current term for less than ninety (90) days; (b) a recall election has been determined in the Board's or Director's favor within the last six (6) months; (c) for the recall of a Board, when an annual meeting will be held within six (6) months or less or (d) for the recall of individual Directors, when their term will end within six (6) months or less. Additionally, if a recall of the entire Board fails, a six (6)-month waiting period must be observed before recall petitions may be filed against individual Directors who served on that Board.

ARTICLE 11: POST-ELECTION RESULTS

11.1 Breaking a Tie. In the event of a tie leaving the outcome of the election unresolved, the following will apply:

- a. The Inspector(s) of Election, and any appointee(s), will immediately conduct a recount of the ballots. If there is a charge, the Association will bear the expense. Members may observe the recount under the same conditions as the original ballot counting.
- b. Following the immediate recount, if the tie remains, all other newly elected Directors will immediately begin serving their terms. An incumbent Director whose seat was tied will continue in office until a runoff election determines the winner for his/her seat. Only candidates who tied for the seat will be in the runoff.
- c. In lieu of a runoff and if the tied candidates agree, the winner may be decided by a coin toss or the drawing of names by the Inspector(s) of Election.

11.2 Results of an Election. The tabulated results of the election must be announced immediately after all the ballots have been counted. The tabulated results of the election must be promptly reported to the Board of Directors and must be recorded in the minutes of the next Board meeting. Within fifteen (15) days of the election, the Board must publicize the tabulated results of the election in a communication directed to all Members.

11.3 Status of the Election Materials after Election. The sealed ballots, signed voter envelopes, voter list, proxies, and candidate registration list shall at all times be in the custody of the Inspector(s) of Election or at a location designated by the Inspector(s) until after the tabulation of the vote, and until the time allowed by Section 5145 for challenging the election has expired, at which time custody shall be transferred to the Association. If there is a recount or

other challenge to the election process, the Inspector(s) of Election shall, upon written request, make the ballots available for inspection and review by an Association Member or the Member's authorized representative. Any recount shall be conducted in a manner that preserves the confidentiality of the vote.

11.4 Election Recount. Election recounts, other than the automatic recount following a tie leaving the outcome of an election unresolved, will be conducted as follows:

- a. Any Member of the Association may demand a recount of the ballots provided (i) demand is made in writing to the Inspector(s) of Election within five (5) days after the election results have been announced, and (ii) the Member pays in advance for the estimated cost of the recount which estimate will be provided by the Inspector(s) of Election. Monies advanced by the Member must be refunded if the outcome of the election is changed by the recount.
- b. The recount must be commenced no less than seven (7) days following the request for the recount and must be done by or under the supervision of the Inspector(s) of Election. If any Inspector of Election declines to perform the recount, the Board may appoint a replacement Inspector of Election, using the criteria specified in these rules and the replacement Inspector will assume custody of the ballots.
- c. Any recount may be observed by Members of the Association. No election materials may be touched or handled by any person without the express consent of the Inspector(s) of Election and under the supervision of the Inspector(s). The results of the recount must be reported to the Board of Directors and must be recorded in the minutes of the next Board meeting and reported to the membership.

University Square HomeOwners Association

Annual Budget Report or Summary



CondoCerts



UNIVERSITY SQUARE OWNERS ASSOCIATION

2021 Budget Package and Disclosures Summary of Policies and Rules

Contents:

- ▶ 2021 Notice of Assessment
- ▶ 2021 Budget
- ▶ Reserve Study Disclosure
- ▶ ANNUAL DISCLOSURES
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 - Special Assessments
 - Special Provisions
 - Security Disclaimer
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 - Assessment Collection Policy Statement
 - Enforcement of Assessments
 - Payments
 - Meetings and Payment Plans
 - Alternative Dispute Resolution
 - Internal Dispute Resolution
 - Assessments and Foreclosure
 - Assessments and Nonjudicial Foreclosure
- ▶ Policies and Rules
- ▶ Architectural Request Form
- ▶ Insurance Disclosure Requirements (Civil Code §5300)

Extreme Association Management, LLC.
Db a Extreme Properties
19500 Monterey Rd, Suite B
Morgan Hill, Ca. 95037
Phone: 1-669-888-3233
Fax: 1-669-888-3234

UNIVERSITY SQUARE		BUDGET 2021 - FINAL	
INCOME:			
	Assessments		
		Regular Assessments	\$ 37,324
	Backcharges		
		Delinquency Letters	\$ 360
	Fee/Fine Income		
		Late Fees / Interest	\$ 516
		Violations of CC&Rs	\$ 700
TOTAL ORDINARY INCOME			\$ 38,900
EXPENSE:			
	Administrative Expense:		
		Meeting Expense	\$ 300
		Office Supplies	\$ 200
		Postage	\$ 1,100
		Printing & Copying	\$ 1,500
	Bad Debt Expense		\$ 600
	General Repairs		\$ 100
	Insurance		\$ 4,500
	Outside Services		\$ 4,129
	Professional Fees:		
		Bookkeeping Contract	\$ 4,200
		Bookkeeping Extras	\$ 120
		Collections	\$ 360
		Elections	\$ 200
		Legal	\$ 2,250
		Property Management	\$ 17,640
		Tax Prep / CPA	\$ 500
	Taxes:		
		State	\$ 10
		State CID Forms	\$ 35
TOTAL ORDINARY EXPENSE			\$ 37,744
OTHER INCOME/EXPENSE:			
	OTHER INCOME		
		Interest - Operating	\$ 44
TOTAL OTHER INCOME			\$ 44
	OTHER EXPENSE		
		Reserve Contributions	\$ 1,200
TOTAL OTHER EXPENSE			\$ 1,200
NET INCOME			\$ -

University Square Owners Association

To: University Square Owners Association
From: Board of Directors
Date: November 20, 2020
Re: Approved Fiscal Year 2021 Budget

Attached is the approved University Square Owners Association 2021 budget.

Please keep this document with your other important papers.

The Board has committed itself to an operating budget of \$38,900.00. **The monthly dues will remain the same at \$172.00 per unit per year.**

We thank you for your continued support.

- (1) The regular assessment per ownership interest is \$172.00 per unit per year. Note: If assessments vary by the size or type of ownership interest, the assessment applicable to this ownership interest may be found on page N/A of the attached summary.
- (2) Additional regular or special assessments that have already been scheduled to be imposed or charged, regardless of the purpose, if they have been approved by the board and/or members:

Date special assessment is due:	Amount per unit per month	Purpose of the special assessment
N/A	N/A	N/A
	Total:	N/A

- (3) The Association is responsible for one common component. The replacement cost of this one component is approximately \$5,960.00. As this amount is less than 50% of the Associations operating budget there is no Reserve Study Required.
- (4) If the answer to #3 is no, what additional assessments or other contributions to reserves would be necessary to ensure that sufficient reserve funds will be available each year during the next 30 years that have not yet been approved by the board of the members?

Approximate date assessment will be due:	Amount per unit per month:
	Total:

NOTE: The financial representations set forth in this summary are based on the best estimates of the preparer at that time. The estimates are subject to change.

RESERVE FUNDING POLICIES AND PRACTICES - Civil Code §5300

() Reserve Study Company: **None Required**

In the preparation of this budget for the association, the Board of Directors has not determined and does not anticipate that the levy of one or more special assessments will be required to repair, replace, or restore any major component or to provide adequate reserves therefore, based upon all information available to the Board of Directors as of the date of adoption of this budget.

University Square Owners Association

SUPPLEMENTAL DISCLOSURES

ANNUAL INSURANCE DISCLOSURE FOR CIDS - Civil Code §5805

A 1993 California Appellate Court opinion held that association members who share an ownership interest in a community's common area can be held personally responsible for injuries and property damage arising from the use of that common area. The State Legislature then passed a law providing association members a degree of immunity from personal suit as long as their association carries certain types and amounts of liability insurance. The statute does not require associations to obtain insurance in such types and amounts, but it does require them to notify members of the association's coverage. In this way, members can take steps to adequately protect themselves and their assets from large negligence claims. As required by law, the following information tells you about the types and limits of liability insurance our Association currently maintains:

- (X) The Association carries the levels of insurance specified by Civil Code §5805. As a result, owners may be individually liable by reason of their ownership interest in the common area only for their proportional share of assessments, regular or special, levied to pay the amount of a court judgment that exceeds the limits of the Association's liability insurance.
- () The Association does not carry the levels of insurance specified by Civil Code §5805. As a result, owners may be individually liable by reason of their ownership interest in the common area for the entire amount of a court judgment that exceeds the limits of the owner's and/or the Association's insurance.

For additional information about owner liability and protecting personal assets, members are advised to consult their own insurance or legal advisor.

PERIODIC SITE INSPECTIONS – Civil Code §5550

The Board of Directors performed, or caused to be performed, a site inspection and visual inspection of the Association's reserve components on the following date:

None required

SCHEDULE OF FINES – Civil Code §5850

See attached "Resolution Regarding Imposition of Fines, Reimbursement Assessments and Other Discipline"

SPECIAL ASSESSMENTS - Civil Code §5300 (b)(5)

- (X) The Board of Directors has not discussed a special assessment.
- () The Board of Directors has discussed the submission of a ballot for a special assessment to the membership. A vote of the membership will be required in order to pass this special assessment for the following: _____

SPECIAL PROVISIONS

The homeowner's association has adopted one or more of the following:

- () A Move in/Move out policy that requires a deposit for owners and/or rental units;
- () Estoppel document that requires a deposit held in escrow and/or inspection of the property;
- () Parking restrictions that require registration of vehicles and/or parking permits;
- () Other: _____

SECURITY DISCLAIMER

We hope that our security systems provide some deterrence to crime. However, no matter what steps we take, the association can never be completely safe and secure. For example, it is possible for someone to enter the property under false pretenses to commit crimes, for residents to commit crimes against their own neighbors, for guests of residents to commit crimes, and for employees to commit crimes. As a result, the association is not and can never be free of crime and we cannot guarantee your safety or security. Accordingly, you should NOT rely on the association to protect you from loss or harm. Instead, you should provide for your own security by taking common sense precautions such as carrying insurance against loss; keeping your doors locked; refusing to open your door to strangers; asking workmen for identification; installing a security system; locking your car; etc.

POLICY STATEMENTS

University Square Owners Association and its officers, directors, and management company, are committed to running the Association in a legal and neighborly manner. Accordingly, we wish to remind the members of the Association and their residents or tenants of the following:

As provided for under federal and state fair housing laws, it is illegal to discriminate against any person because of his or her race, national origin, religion, sex, physical or mental disability, familial status, marital status, sexual orientation, age, or source of income. University Square Owners Association is operated in accordance with these laws as provided for in 42 U.S.C. Section 3601, et. seq.

Specifically, we, at University Square Owners Association, do not:

1. Discriminate against any person in the terms or conditions of residing in the complex, or in the provision of services or facilities, because of that person's membership in one or more of the protected classes listed above; nor
2. Condone or tolerate any acts or coercion or intimidation, threats or interference by any of our employees, agents or residents towards any other owner or resident because he or she is a member of one or more of the protected classes listed above.
3. Tolerate either the creation or fostering of a hostile living environment by any homeowner, resident or tenant at University Square Owners Association, nor do we tolerate any harassing or otherwise hostile conduct by any homeowner, resident or tenant towards any other homeowner, resident or tenant.

MEETING MINUTES DISCLOSURE - Civil Code §4950(a)

Minutes, proposed minutes or summary minutes of all open meetings of the board are available to members, at their cost, within thirty days of the meeting and may be obtained by contacting the management office either by phone, mail or e-mail.

ADDITIONAL RESERVE DISCLOSURES – Civil Code §5300(b)(4) and 5300 (b)(8)

The Board of Directors () HAS (X) HAS NOT determined to defer or not undertake repairs or replacement of any major component with remaining useful life of 30 years or less.

The Association () DOES (X) DOES NOT have any outstanding loans as of the date of this budget.

COMPENSATORY DAMAGE AWARDS AND/OR SETTLEMENT FUNDS – Civil Code §5565 (b)(3)

The Association () HAS (X) HAS NOT received compensatory damage awards and/or settlement funds during the current fiscal year.

SECONDARY ADDRESS DISCLOSURE, California Civil Code §4040(b)

University Square Owners' Association Homeowners may submit a secondary address to the Association for purposes of collection notices. Such information must be submitted in writing, signed by the owner, and mailed to the Association in a manner that confirms its receipt. After an owner identifies a secondary address, the

Association will send copies of any collection notices to the secondary address provided, in addition to the owner's primary address shown in the Associations records.

An owner may identify or change a secondary address at any time. If a secondary address is identified or changed during any collection process, the Association will only be required to send notices to the designated secondary address from the point that the Association receives the request.

RIGHT TO RECEIVE GENERAL NOTICES BY INDIVIDUAL DELIVERY – Civil Code §4045(b)

If a member requests to receive general notices by individual delivery, all general notices to that member, given under section 4045 of the Civil Code, shall be delivered pursuant to Civil Code section 4040.

DELIVERY OF DOCUMENTS TO THE ASSOCIATION – Civil Code §4035

The managing agent of the Association, Extreme Properties, has been designated as the person to receive documents on behalf of the Association.

STATEMENT OF THE POSTING LOCATION FOR GENERAL NOTICES, California Civil Code §4045(a)

The location designated for posting of a General Notice is: The light pole #0297 at Baines & Tate St., and the light pole #0302 at McNair & Mouton Circle on the premises of the association.

ASSESSMENT COLLECTION POLICY STATEMENT

Regular assessments are due, in advance, on the first **(1st)** day of each assessment period and delinquent if not received, in full, by the Association within fifteen **(15)** days after the due date thereof. Special Individual Assessments are due on the date(s) specified upon imposition and each installment thereof shall be delinquent if not received by the Association within fifteen **(15)** days after it is due. A late charge of seventeen dollars and twenty cents **(\$17.20)** shall be due on any such delinquent assessment.

At the option of the Association, interest shall be due on all such amounts, once due and unpaid for thirty **(30)** days, at the rate of ten percent **(10%)** per annum.

If any portion of any such assessment, late charge, interest or cost of collection remains unpaid thirty **(30)** days after the original due date thereof, a "Letter of Intent" to file a Notice of Delinquent Assessment may be prepared and sent to the record owner(s). Please be advised that the Association has the right to collect all reasonable costs of collection.

All such amounts, and all other assessments and related charges thereafter due to the Association until all such amounts are paid, must be paid in full and the Association shall not be required to accept any partial or installment payments from the date of the institution of an action to enforce the payment of delinquent amounts to the time that all such amounts are paid in full.

If all such amounts have not been received sixty **(60)** days after the original due date thereof, a Lien may be prepared and recorded as to the delinquent property and the owner(s) thereof, and all resulting collection fees and costs will be added to the total delinquent amount.

All payments received by the Association, regardless of the amount paid, will be directed to the oldest assessment balances first, until which time all assessment balances are paid, and then to late charges, interest and costs of collection unless otherwise specified by written agreement.

The Association shall charge a "returned check charge" of thirty-five dollars **(\$35)** for all checks returned as "non-negotiable", "insufficient funds", or any other reason.

All above-referenced notices will be mailed to the record owner(s) at the last known mailing address and secondary address provided in writing to the Association by such owner(s).

The mailing address for overnight payment of assessments is:

University Square Owners Association
c/o HOA Accounting Professionals
5424 Sunol Boulevard, Suite 10-262
Pleasanton, CA 94566

The Board of Directors of the Association may revise this policy, either generally or on a case-by-case basis, if it finds good cause to do so.

ENFORCEMENT OF ASSESSMENTS

The association, or its authorized representative, may enforce the obligations of the Owners to pay each assessment provided for in this Declaration by commencing and maintaining a suit at law against any Owner personally obligated to pay a delinquent assessment. The suit shall be maintained in the name of the Association. Any judgement rendered in any action shall include the amount of the delinquency, and such additional costs, fees, charges and expenditures ("Additional Charges") and any other amounts as the court may award. In addition to any payment of any assessments, each Owner agrees to pay such Additional Charges the Association may incur or levy in the process of collecting from that owner monies due and delinquent. All additional charges shall be included in any judgement in any suit or action brought to enforce collection of delinquent assessments or may be levied against a Lot as a Reimbursement Assessment. Additional Charges shall include, but not be limited to, the following:

- a) **Attorneys' Fees:** Reasonable attorneys' fees and costs incurred in the event an attorney(s) is employed to collect any assessment or sum due, whether by suit or otherwise;
- b) **late Charges:** A late charge in an amount to be fixed by the Board in accordance with the then current laws of the State of California to compensate the Association for additional collection costs incurred in the event any assessment or other sum is not paid when due or within any "grace" period established by law;
- c) **Costs of Suit:** Costs of suit and court costs incurred as are allowed by the court;
- d) **Interest:** Interest on the delinquent assessment and Additional Charges at a rate fixed by the Board in accordance with the then current laws of the State of California; and
- e) **Other:** Any such other additional costs that the Association may incur in the process of collecting delinquent assessments or sums.

PAYMENTS – Civil Code §5655, 5900, 5925

When an owner makes a payment, he or she may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments. An owner may dispute an assessment debt by giving the board of the association a written explanation; and the board must respond within 15 days if certain conditions are met. An owner may pay assessments that are in dispute in full under protest, and then request alternative dispute resolution. An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time.

MEETINGS AND PAYMENT PLANS – Civil Code §5665

An owner of a separate interest that is not a time-share may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exist. The board of the directors must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform to the payment plan standards of the association, if they exist.

Summary of California Civil Code Section 5930
Enforcement of Governing Documents and
Specified State Laws for Community Associations
Through **Alternative Dispute Resolution**

Please Take Notice: *California Civil Code Section 5930 addresses your rights to sue the Association or another member of the Association regarding the enforcement of the governing documents and/or specified state laws.*

In general, Civil Code Section 5930 provides that an association or an owner may not file a lawsuit to enforce the governing documents or to enforce certain laws that govern community associations, unless the parties first try to submit their dispute to alternative dispute resolution (“ADR”). Recognized forms of ADR include conciliation, mediation, or arbitration. The ADR law for common interest developments applied to enforcement of most provisions of the governing documents as well as to provisions of the Davis-Stirling Common Interest Development Act (civil Code **§4000 through 6150**) and the Nonprofit Mutual Benefit Corporation Law (Corporations Code **§ 7110 et seq.**).

The intent of the ADR law is to promote speedy and cost-effective resolution of disputes, to better preserve community cohesiveness, and to channel CC&R and compliance disputes away from our state’s court system.

The form of alternative dispute resolution may be binding or non-binding, and costs will be borne as agreed to by the parties involved. The ADR law does not generally apply to assessment disputes or to disputes that can be resolved in small claims court.

Any party to a covered dispute may initiate the ADR process by serving a Request for Resolution on another party to the dispute. A Request for Resolution must contain (1) a brief description of the nature of the dispute, (2) a request for ADR, and (3) a notice that the party receiving the Request for Resolution is required to respond within 30 days of receipt or the Request will be deemed rejected.

If the Request is accepted, the ADR must be completed within 90 days of receipt of the acceptance, unless otherwise agreed by the parties. Any Request for Resolution sent to an owner must include a copy of the ADR law in its entirety. If an applicable statute of limitations will expire, serving the Request will extend the statutory period for 30 days and, if ADR is accepted, also for 90-day period of time allowed to complete the process and any agreed-upon extension of time.

Failure of a member of the Association to comply with the alternative dispute resolution requirements of Section 5930 of the Civil Code may result in the loss of the member’s right to sue the Association or another member of the Association regarding enforcement of the governing documents or the applicable law.

Should the Association or an individual member wish to file a lawsuit for enforcement of the governing documents or a specified statute, the law requires the Association or the individual to file a certificate with the court prior to the filing of the lawsuit, stating: (1) that ADR has been completed, (2) that one of the other parties did not accept the terms offered for ADR or (3) that urgent orders of the court were necessary. Failure to file this certificate can be grounds for dismissing the lawsuit.

In any lawsuit to enforce the governing documents, Civil Code Section 5975 provides that the prevailing party may be awarded attorneys’ fees and costs. If any party has refused to participate in ADR prior to the lawsuit being filed, the court may consider whether that refusal was reasonable when it determines how large or small the award should be.

INTERNAL DISPUTE RESOLUTION – Civil Code §5920

Association must provide a “fair, reasonable and expeditious” procedure for resolving disputes between the association and its members without charging a fee to the member participating in the process.

(X) The Association has established a procedure of Internal Dispute Resolution (IDR)

The following is a general description of the procedure for Internal Dispute Resolution (IDR):

The purpose of IDR is to provide a fair, reasonable and expeditious resolution for disputes between the association and a member involving their rights, duties or liabilities under the governing documents of the associations. This procedure shall provide a means by which the member the association may explain their positions to a neutral party, including low-cost or no-cost mediation programs. The homeowner shall not be charged a fee to participate in the process.

1. Homeowner requests IDR with HOA in writing or HOA requests IDR with homeowner in writing
2. HOA or Homeowner accepts IDR and schedules a meeting within 90 days of receipt
3. IDR meeting between homeowner and designated Board Member. Both parties explain their positions.
4. Resolution agreed to by both parties shall be memorialized in writing and signed by the parties including the Board designee on behalf of the association. An agreement reached binds the parties and is judicially enforceable provide the agreement is not in conflict with the law or the governing documents of the association and provided the agreement is either consistent with the authority granted by the board of directors to its designee or the agreement is ratified by the board of directors.

ASSESSMENTS AND FORECLOSURE

This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the associations that manage them. Please refer to the sections of the Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

ASSESSMENTS AND NONJUDICIAL FORECLOSURE – Civil Code §5700 - 5725

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure, or without court action often referred to as a nonjudicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or nonjudicial foreclosure to enforce that lien if the amount of the interest, and costs of collection is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than 12 months delinquent an association may use judicial or nonjudicial foreclosure subject to the conditions set forth in Article 3 (commencing with Section 5700) of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using judicial or nonjudicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 5700 through 5720 of the Civil Code, inclusive)

If a judicial or nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common area damaged by a member or a member's guests, if the governing documents provide for this. (Section 5725 of the Civil Code)

The association must comply with the requirement of Article 2 (commencing with Section 5650) of Chapter 8 of Part 5 of Division 4 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirement are the responsibility of the association. (Section 5675 of the Civil Code)

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owned by the owner. An owner has a right to review the association's records to verify the debt. (Section 5600 of the Civil Code)

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (Section 5685 of the Civil Code)

The collection practices of the association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

**UNIVERSITY SQUARE
INCOME:**

BUDGET 2021 - FINAL

Assessments	
Regular Assessments	\$ 37,324
Backcharges	
Delinquency Letters	\$ 360
Fee/Fine Income	
Late Fees / Interest	\$ 516
Violations of CC&Rs	\$ 700
TOTAL ORDINARY INCOME	\$ 38,900
EXPENSE:	
Administrative Expense:	
Meeting Expense	\$ 300
Office Supplies	\$ 200
Postage	\$ 1,100
Printing & Copying	\$ 1,500
Bad Debt Expense	\$ 600
General Repairs	\$ 100
Insurance	\$ 4,500
Outside Services	\$ 4,129
Professional Fees:	
Bookkeeping	\$ 4,200
Contract	
Bookkeeping Extras	\$ 120
Collections	\$ 360
Elections	\$ 200
Legal	\$ 2,250
Property	
Management	\$ 17,640
Tax Prep / CPA	\$ 500
Taxes:	
State	\$ 10
State CID Forms	\$ 35
TOTAL ORDINARY EXPENSE	\$ 37,744
OTHER INCOME/EXPENSE:	
OTHER INCOME	
Interest - Operating	\$ 44
TOTAL OTHER INCOME	\$ 44
OTHER EXPENSE	
Reserve	
Contributions	\$ 1,200
TOTAL OTHER EXPENSE	\$ 1,200
NET INCOME	\$ -



UNIVERSITY SQUARE OWNERS ASSOCIATION

2022 Budget Package and Disclosures Summary of Policies and Rules

Contents included or incorporated by reference as published on the website:

- ▶ 2022 Notice of Assessment
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Db a Extreme Properties
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Phone: 1-669-888-3233
Fax: 1-669-888-3234

University Square Owners Association

To: University Square Owners Association

From: Board of Directors

Date: December 16, 2022

Re: Approved Fiscal Year 2022 Budget

Attached is the approved University Square Owners Association 2022 budget.

Please keep this document with your other important papers.

The Board has committed itself to an operating budget of \$38,792.00. **The monthly dues will remain the same at \$172.00 per unit per year.**

We thank you for your continued support.

Board of Directors
University Square Owners Association

	UNIVERSITY SQUARE	BUDGET 2022
INCOME:		
Assessments		
Regular Assessments	\$	37,324
Delinquency Letters	\$	300
Returned Payment Fee	\$	-
Fee/Fine Income		
Late Fees / Interest	\$	568
Violations of CC&Rs	\$	600
TOTAL ORDINARY INCOME	\$	38,792
EXPENSE:		
Administrative Expense		
Delinquency Letters/Collections	\$	300
Meeting Expense	\$	500
Miscellaneous Admin	\$	250
Office Supplies	\$	100
Postage	\$	1,100
Printing & Copying	\$	1,600
Bad Debt Expense	\$	350
Bank Fees	\$	-
General Repairs	\$	100
Insurance	\$	4,550
Outside Services	\$	2,387
Professional Fees		
Bookkeeping Contract	\$	4,800
Bookkeeping Extras	\$	175
Elections	\$	-
Legal	\$	2,500
Prop Mgmt Contract	\$	18,480
Tax Prep/CPA	\$	405
Taxes		
State	\$	10
State CID Forms	\$	-
TOTAL ORDINARY EXPENSE	\$	37,607
OTHER INCOME/EXPENSE:		
OTHER INCOME		
Interest - Operating Acct	\$	15
TOTAL OTHER INCOME	\$	15
OTHER EXPENSE		
Reserve Contributions	\$	1,200
TOTAL OTHER EXPENSE	\$	1,200
NET INCOME	\$	-

ASSESSMENT AND RESERVE FUNDING DISCLOSURE SUMMARY (Civil Code § 5570)

- (1) The regular assessment per ownership interest is \$172.00 per unit per year. Note: If assessments vary by the size or type of ownership interest, the assessment applicable to this ownership interest may be found on page N/A of the attached summary.
- (2) Additional regular or special assessments that have already been scheduled to be imposed or charged, regardless of the purpose, if they have been approved by the board and/or members:

Date special assessment is due:	Amount per unit per month	Purpose of the special assessment
N/A	N/A	N/A
	Total:	N/A

- (3) The Association is responsible for one common component. The replacement cost of this one component is approximately \$5,960.00. As this amount is less than 50% of the Associations operating budget there is no Reserve Study Required.
- (4) If the answer to #3 is no, what additional assessments or other contributions to reserves would be necessary to ensure that sufficient reserve funds will be available each year during the next 30 years that have not yet been approved by the board of the members?

Approximate date assessment will be due:	Amount per unit per month:
	Total:

NOTE: The financial representations set forth in this summary are based on the best estimates of the preparer at that time. The estimates are subject to change.

RESERVE FUNDING POLICIES AND PRACTICES - Civil Code §5300

() Reserve Study Company: **None Required**

In the preparation of this budget for the association, the Board of Directors has not determined and does not anticipate that the levy of one or more special assessments will be required to repair, replace, or restore any major component or to provide adequate reserves therefore, based upon all information available to the Board of Directors as of the date of adoption of this budget.

University Square Owners Association

SUPPLEMENTAL DISCLOSURES

ANNUAL INSURANCE DISCLOSURE FOR CIDS - Civil Code §5805

A 1993 California Appellate Court opinion held that association members who share an ownership interest in a community's common area can be held personally responsible for injuries and property damage arising from the use of that common area. The State Legislature then passed a law providing association members a degree of immunity from personal suit as long as their association carries certain types and amounts of liability insurance. The statute does not require associations to obtain insurance in such types and amounts, but it does require them to notify members of the association's coverage. In this way, members can take steps to adequately protect themselves and their assets from large negligence claims. As required by law, the following information tells you about the types and limits of liability insurance our Association currently maintains:

- (X) The Association carries the levels of insurance specified by Civil Code §5805. As a result, owners may be individually liable by reason of their ownership interest in the common area only for their proportional share of assessments, regular or special, levied to pay the amount of a court judgment that exceeds the limits of the Association's liability insurance.

- () The Association does not carry the levels of insurance specified by Civil Code §5805. As a result, owners may be individually liable by reason of their ownership interest in the common area for the entire amount of a court judgment that exceeds the limits of the owner's and/or the Association's insurance.

For additional information about owner liability and protecting personal assets, members are advised to consult their own insurance or legal advisor.

PERIODIC SITE INSPECTIONS – Civil Code §5550

The Board of Directors performed, or caused to be performed, a site inspection and visual inspection of the Association's reserve components on the following date:

None required

SCHEDULE OF FINES – Civil Code §5850

See attached "Resolution Regarding Imposition of Fines, Reimbursement Assessments and Other Discipline"

SPECIAL ASSESSMENTS - Civil Code §5300 (b)(5)

- (X) The Board of Directors has not discussed a special assessment.

- () The Board of Directors has discussed the submission of a ballot for a special assessment to the membership. A vote of the membership will be required in order to pass this special assessment for the following:

SPECIAL PROVISIONS

The homeowner's association has adopted one or more of the following:

- () A Move in/Move out policy that requires a deposit for owners and/or rental units;
- () Estoppel document that requires a deposit held in escrow and/or inspection of the property;
- () Parking restrictions that require registration of vehicles and/or parking permits;
- () Other: _____

SECURITY DISCLAIMER

We hope that our security systems provide some deterrence to crime. However, no matter what steps we take, the association can never be completely safe and secure. For example, it is possible for someone to enter the property under false pretenses to commit crimes, for residents to commit crimes against their own neighbors, for guests of residents to commit crimes, and for employees to commit crimes. As a result, the association is not and can never be free of crime and we cannot guarantee your safety or security. Accordingly, you should NOT rely on the association to protect you from loss or harm. Instead, you should provide for your own security by taking common sense precautions such as carrying insurance against loss; keeping your doors locked; refusing to open your door to strangers; asking workmen for identification; installing a security system; locking your car; etc.

POLICY STATEMENTS

University Square Owners Association and its officers, directors, and management company, are committed to running the Association in a legal and neighborly manner. Accordingly, we wish to remind the members of the Association and their residents or tenants of the following:

As provided for under federal and state fair housing laws, it is illegal to discriminate against any person because of his or her race, national origin, religion, sex, physical or mental disability, familial status, marital status, sexual orientation, age, or source of income. University Square Owners Association is operated in accordance with these laws as provided for in 42 U.S.C. Section 3601, et. seq.

Specifically, we, at University Square Owners Association, do not:

1. Discriminate against any person in the terms or conditions of residing in the complex, or in the provision of services or facilities, because of that person's membership in one or more of the protected classes listed above; nor
2. Condone or tolerate any acts or coercion or intimidation, threats or interference by any of our employees, agents or residents towards any other owner or resident because he or she is a member of one or more of the protected classes listed above.
3. Tolerate either the creation or fostering of a hostile living environment by any homeowner, resident or tenant at University Square Owners Association, nor do we tolerate any harassing or otherwise hostile conduct by any homeowner, resident or tenant towards any other homeowner, resident or tenant.

MEETING MINUTES DISCLOSURE - Civil Code §4950(a)

Minutes, proposed minutes or summary minutes of all open meetings of the board are available to members, at their cost, within thirty days of the meeting and may be obtained by contacting the management office either by phone, mail or e-mail.

ADDITIONAL RESERVE DISCLOSURES – Civil Code §5300(b)(4) and 5300 (b)(8)

The Board of Directors () HAS (X) HAS NOT determined to defer or not undertake repairs or replacement of any major component with remaining useful life of 30 years or less.

The Association () DOES (X) DOES NOT have any outstanding loans as of the date of this budget.

COMPENSATORY DAMAGE AWARDS AND/OR SETTLEMENT FUNDS – Civil Code §5565 (b)(3)

The Association () HAS (X) HAS NOT received compensatory damage awards and/or settlement funds during the current fiscal year.

SECONDARY ADDRESS DISCLOSURE, California Civil Code §4040(b)

University Square Owners' Association Homeowners may submit a secondary address to the Association for purposes of collection notices. Such information must be submitted in writing, signed by the owner, and mailed to the Association in a manner that confirms its receipt. After an owner identifies a secondary address, the

Association will send copies of any collection notices to the secondary address provided, in addition to the owner's primary address shown in the Associations records.

An owner may identify or change a secondary address at any time. If a secondary address is identified or changed during any collection process, the Association will only be required to send notices to the designated secondary address from the point that the Association receives the request.

RIGHT TO RECEIVE GENERAL NOTICES BY INDIVIDUAL DELIVERY – Civil Code §4045(b)

If a member requests to receive general notices by individual delivery, all general notices to that member, given under section 4045 of the Civil Code, shall be delivered pursuant to Civil Code section 4040.

DELIVERY OF DOCUMENTS TO THE ASSOCIATION – Civil Code §4035

The managing agent of the Association, Extreme Properties, has been designated as the person to receive documents on behalf of the Association.

STATEMENT OF THE POSTING LOCATION FOR GENERAL NOTICES, California Civil Code §4045(a)

The location designated for posting of a General Notice is: The light pole #0297 at Baines & Tate St., and the light pole #0302 at McNair & Mouton Circle on the premises of the association.

ASSESSMENT COLLECTION POLICY STATEMENT

Regular assessments are due, in advance, on the first **(1st)** day of each assessment period and delinquent if not received, in full, by the Association within fifteen **(15)** days after the due date thereof. Special Individual Assessments are due on the date(s) specified upon imposition and each installment thereof shall be delinquent if not received by the Association within fifteen **(15)** days after it is due. A late charge of seventeen dollars and twenty cents **(\$17.20)** shall be due on any such delinquent assessment.

At the option of the Association, interest shall be due on all such amounts, once due and unpaid for thirty **(30)** days, at the rate of ten percent **(10%)** per annum.

If any portion of any such assessment, late charge, interest or cost of collection remains unpaid thirty **(30)** days after the original due date thereof, a "Letter of Intent" to file a Notice of Delinquent Assessment may be prepared and sent to the record owner(s). Please be advised that the Association has the right to collect all reasonable costs of collection.

All such amounts, and all other assessments and related charges thereafter due to the Association until all such amounts are paid, must be paid in full and the Association shall not be required to accept any partial or installment payments from the date of the institution of an action to enforce the payment of delinquent amounts to the time that all such amounts are paid in full.

If all such amounts have not been received sixty **(60)** days after the original due date thereof, a Lien may be prepared and recorded as to the delinquent property and the owner(s) thereof, and all resulting collection fees and costs will be added to the total delinquent amount.

All payments received by the Association, regardless of the amount paid, will be directed to the oldest assessment balances first, until which time all assessment balances are paid, and then to late charges, interest and costs of collection unless otherwise specified by written agreement.

The Association shall charge a "returned check charge" of thirty-five dollars **(\$35)** for all checks returned as "non-negotiable", "insufficient funds", or any other reason.

All above-referenced notices will be mailed to the record owner(s) at the last known mailing address and secondary address provided in writing to the Association by such owner(s).

The mailing address for overnight payment of assessments is:

University Square Owners Association
c/o HOA Accounting Professionals
5424 Sunol Boulevard, Suite 10-262
Pleasanton, CA 94566

The Board of Directors of the Association may revise this policy, either generally or on a case-by-case basis, if it finds good cause to do so.

ENFORCEMENT OF ASSESSMENTS

The association, or its authorized representative, may enforce the obligations of the Owners to pay each assessment provided for in this Declaration by commencing and maintaining a suit at law against any Owner personally obligated to pay a delinquent assessment. The suit shall be maintained in the name of the Association. Any judgement rendered in any action shall include the amount of the delinquency, and such additional costs, fees, charges and expenditures ("Additional Charges") and any other amounts as the court may award. In addition to any payment of any assessments, each Owner agrees to pay such Additional Charges the Association may incur or levy in the process of collecting from that owner monies due and delinquent. All additional charges shall be included in any judgement in any suit or action brought to enforce collection of delinquent assessments or may be levied against a Lot as a Reimbursement Assessment. Additional Charges shall include, but not be limited to, the following:

- a) Attorneys' Fees: Reasonable attorneys' fees and costs incurred in the event an attorney(s) is employed to collect any assessment or sum due, whether by suit or otherwise;
- b) late Charges: A late charge in an amount to be fixed by the Board in accordance with the then current laws of the State of California to compensate the Association for additional collection costs incurred in the event any assessment or other sum is not paid when due or within any "grace" period established by law;
- c) Costs of Suit: Costs of suit and court costs incurred as are allowed by the court;
- d) Interest: Interest on the delinquent assessment and Additional Charges at a rate fixed by the Board in accordance with the then current laws of the State of California; and
- e) Other: Any such other additional costs that the Association may incur in the process of collecting delinquent assessments or sums.

PAYMENTS – Civil Code §5655, 5900, 5925

When an owner makes a payment, he or she may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments. An owner may dispute an assessment debt by giving the board of the association a written explanation; and the board must respond within 15 days if certain conditions are met. An owner may pay assessments that are in dispute in full under protest, and then request alternative dispute resolution. An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time.

MEETINGS AND PAYMENT PLANS – Civil Code §5665

An owner of a separate interest that is not a time-share may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exist. The board of the directors must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform to the payment plan standards of the association, if they exist.

Summary of California Civil Code Section 5930
Enforcement of Governing Documents and
Specified State Laws for Community Associations
Through **Alternative Dispute Resolution**

Please Take Notice: *California Civil Code Section 5930 addresses your rights to sue the Association or another member of the Association regarding the enforcement of the governing documents and/or specified state laws.*

In general, Civil Code Section 5930 provides that an association or an owner may not file a lawsuit to enforce the governing documents or to enforce certain laws that govern community associations, unless the parties first try to submit their dispute to alternative dispute resolution (“ADR”). Recognized forms of ADR include conciliation, mediation, or arbitration. The ADR law for common interest developments applied to enforcement of most provisions of the governing documents as well as to provisions of the Davis-Stirling Common Interest Development Act (civil Code §4000 through 6150) and the Nonprofit Mutual Benefit Corporation Law (Corporations Code § 7110 et seq.).

The intent of the ADR law is to promote speedy and cost-effective resolution of disputes, to better preserve community cohesiveness, and to channel CC&R and compliance disputes away from our state’s court system.

The form of alternative dispute resolution may be binding or non-binding, and costs will be borne as agreed to by the parties involved. The ADR law does not generally apply to assessment disputes or to disputes that can be resolved in small claims court.

Any party to a covered dispute may initiate the ADR process by serving a Request for Resolution on another party to the dispute. A Request for Resolution must contain (1) a brief description of the nature of the dispute, (2) a request for ADR, and (3) a notice that the party receiving the Request for Resolution is required to respond within 30 days of receipt or the Request will be deemed rejected.

If the Request is accepted, the ADR must be completed within 90 days of receipt of the acceptance, unless otherwise agreed by the parties. Any Request for Resolution sent to an owner must include a copy of the ADR law in its entirety. If an applicable statute of limitations will expire, serving the Request will extend the statutory period for 30 days and, if ADR is accepted, also for 90-day period of time allowed to complete the process and any agreed-upon extension of time.

Failure of a member of the Association to comply with the alternative dispute resolution requirements of Section 5930 of the Civil Code may result in the loss of the member’s right to sue the Association or another member of the Association regarding enforcement of the governing documents or the applicable law.

Should the Association or an individual member wish to file a lawsuit for enforcement of the governing documents or a specified statute, the law requires the Association or the individual to file a certificate with the court prior to the filing of the lawsuit, stating: (1) that ADR has been completed, (2) that one of the other parties did not accept the terms offered for ADR or (3) that urgent orders of the court were necessary. Failure to file this certificate can be grounds for dismissing the lawsuit.

In any lawsuit to enforce the governing documents, Civil Code Section 5975 provides that the prevailing party may be awarded attorneys’ fees and costs. If any party has refused to participate in ADR prior to the lawsuit being filed, the court may consider whether that refusal was reasonable when it determines how large or small the award should be.

INTERNAL DISPUTE RESOLUTION – Civil Code §5920

Association must provide a “fair, reasonable and expeditious” procedure for resolving disputes between the association and its members without charging a fee to the member participating in the process.

(X) The Association has established a procedure of Internal Dispute Resolution (IDR)

The following is a general description of the procedure for Internal Dispute Resolution (IDR):

The purpose of IDR is to provide a fair, reasonable and expeditious resolution for disputes between the association and a member involving their rights, duties or liabilities under the governing documents of the associations. This procedure shall provide a means by which the member the association may explain their positions to a neutral party, including low-cost or no-cost mediation programs. The homeowner shall not be charged a fee to participate in the process.

1. Homeowner requests IDR with HOA in writing or HOA requests IDR with homeowner in writing
2. HOA or Homeowner accepts IDR and schedules a meeting within 90 days of receipt
3. IDR meeting between homeowner and designated Board Member. Both parties explain their positions.
4. Resolution agreed to by both parties shall be memorialized in writing and signed by the parties including the Board designee on behalf of the association. An agreement reached binds the parties and is judicially enforceable provide the agreement is not in conflict with the law or the governing documents of the association and provided the agreement is either consistent with the authority granted by the board of directors to its designee or the agreement is ratified by the board of directors.

ASSESSMENTS AND FORECLOSURE

This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the associations that manage them. Please refer to the sections of the Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

ASSESSMENTS AND NONJUDICIAL FORECLOSURE – Civil Code §5700 - 5725

Assessment become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure, or without court action often referred to as a nonjudicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or nonjudicial foreclosure to enforce that lien if the amount of the interest, and costs of collection is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than 12 months delinquent an association may use judicial or nonjudicial foreclosure subject to the conditions set forth in Article 3 (commencing with Section 5700) of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using judicial or nonjudicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (/sections 5700 through 5720 of the Civil Code, inclusive)

If a judicial or nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common area damaged by a member or a member's guests, if the governing documents provide for this. (Section 5725 of the Civil Code)

The association must comply with the requirement of Article 2 (commencing with Section 5650) of Chapter 8 of Part 5 of Division 4 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirement are the responsibility of the association. (Section 5675 of the Civil Code)

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owned by the owner. An owner has a right to review the association's records to verify the debt. (Section 5600 of the Civil Code)

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (section 5685 of the Civil Code)

The collection practices of the association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

University Square HomeOwners Association

Articles of Incorporation



CondoCerts



SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 3 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

_____, 19__

Bill Jones

Secretary of State

2172589

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

AUG - 9 1999

BILL JONES, Secretary of State

**ARTICLES OF INCORPORATION
OF
UNIVERSITY SQUARE OWNERS' ASSOCIATION**

**ARTICLE I
NAME**

The name of the corporation is UNIVERSITY SQUARE OWNERS' ASSOCIATION.

**ARTICLE II
PURPOSES OF THE CORPORATION**

This corporation is a nonprofit mutual benefit corporation organized under the California Nonprofit Mutual Benefit Corporation Law. The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under such law.

This corporation does not contemplate pecuniary gain or profit to its Members. The specific and primary purposes for which the corporation is formed are to provide for management, administration, maintenance, preservation and architectural control of the Lots within the real property ("Project") situated in the City of East Palo Alto, County of San Mateo, State of California, commonly known as University Square, and to promote the health, safety and welfare of all residents within the Project and such additions as may hereafter be brought within the jurisdiction of the corporation for those purposes, all according to that certain Declaration of Covenants, Conditions and Restrictions of University Square ("Declaration") recorded or to be recorded with respect to the Project in the Official Records of the County of San Mateo, State of California.

ARTICLE III
LIMIT ON POWERS

Notwithstanding any statement herein to the contrary, the corporation shall not engage, except to an insubstantial degree, in any activity or exercise any power that is not in furtherance of its specific and primary purposes. This corporation is intended to qualify as a homeowners association under the applicable provisions of Section 528 of the United States Internal Revenue Code ("IRC") and of Section 23701t of the Revenue and Taxation Code of the State of California ("R&TC"), as each may be amended from time to time. No part of the net earnings of this corporation shall inure to the benefit of any private individual except as expressly provided in IRC Section 528 and R&TC Section 23701t with respect to the acquisition, construction or provision for management, maintenance and care of the Project, other than by a rebate of excess assessments.

ARTICLE IV
GOVERNANCE

The rights of Members, number of Members, manner of election of the Directors and all other matters concerning the operation and governance of the corporation shall be as set forth in the Bylaws and the Declaration.

ARTICLE V
AGENT FOR SERVICE OF PROCESS

The name and address of the corporation's initial agent for service of process is:


James W. McKeehan
c/o Signature Properties, Inc.
4670 Willow Road, Suite 200
Pleasanton, CA 94588

ARTICLE VI
AMENDMENTS


Amendments to these Articles of Incorporation shall require the affirmative vote or written assent of the Members as follows:

- A. Fifty-one percent (51%) of all Directors; and
- B. Fifty-one percent (51%) of the total voting power of all Members.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of California, the undersigned has executed these Articles of Incorporation this 5th day of August, 1999.


Name: James W. McKeehan

I hereby declare that I am the person who executed the above Articles of Incorporation and that such instrument is my act and deed.


Name: James W. McKeehan

University Square HomeOwners Association

Assessment Enforcement Policy



CondoCerts

ASSESSMENT COLLECTION POLICY STATEMENT

Regular assessments are due, in advance, on the first **(1st)** day of each assessment period and delinquent if not received, in full, by the Association within fifteen **(15)** days after the due date thereof. Special Individual Assessments are due on the date(s) specified upon imposition and each installment thereof shall be delinquent if not received by the Association within fifteen **(15)** days after it is due. A late charge of seventeen dollars and twenty cents **(\$17.20)** shall be due on any such delinquent assessment.

At the option of the Association, interest shall be due on all such amounts, once due and unpaid for thirty **(30)** days, at the rate of ten percent **(10%)** per annum.

If any portion of any such assessment, late charge, interest or cost of collection remains unpaid thirty **(30)** days after the original due date thereof, a "Letter of Intent" to file a Notice of Delinquent Assessment ("Lien") may be prepared and sent to the record owner(s). Please be advised that the Association has the right to collect all reasonable costs of collection.

All such amounts, and all other assessments and related charges thereafter due to the Association until all such amounts are paid, must be paid in full and the Association shall not be required to accept any partial or installment payments from the date of the institution of an action to enforce the payment of delinquent amounts to the time that all such amounts are paid in full.

If all such amounts have not been received sixty **(60)** days after the original due date thereof, a Lien may be prepared and recorded as to the delinquent property and the owner(s) thereof, and all resulting collection fees and costs will be added to the total delinquent amount.

All payments received by the Association, regardless of the amount paid, will be directed to the oldest assessment balances first, until which time all assessment balances are paid, and then to late charges, interest and costs of collection unless otherwise specified by written agreement.

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All above-referenced notices will be mailed to the record owner(s) at the last known mailing address and secondary address provided in writing to the Association by such owner(s).

The mailing address for overnight payment of assessments is:

University Square Owners Association
c/o HOA Accounting Professionals
5424 Sunol Boulevard, Suite 10
Pleasanton, CA 94566

The Board of Directors of the Association may revise this policy, either generally or on a case-by-case basis, if it finds good cause to do so.

University Square HomeOwners Association

Budget Package



CondoCerts



UNIVERSITY SQUARE OWNERS ASSOCIATION

2023 Budget Package and Disclosures Summary of Policies and Rules

Contents included or incorporated by reference as published on the website:

- ▶ 2023 Notice of Assessment
- ▶ 2023 Budget
- ▶ Reserve Study Disclosure
- ▶ ANNUAL DISCLOSURES
 - Annual Insurance Disclosure for CIDS
 - Schedule of Fines
 - Special Assessments
 - Special Provisions
 - Security Disclaimer
 - Policy Statements
 - Meeting Minutes Disclosure
 - Additional Reserve Disclosure
 - Compensatory Damage Statement
 - Secondary Address Disclosure
 - General Notice Delivery
 - Documents Delivery
 - Posting location
 - Assessment Collection Policy Statement
 - Enforcement of Assessments
 - Payments
 - Meetings and Payment Plans
 - Alternative Dispute Resolution
 - Internal Dispute Resolution
 - Assessments and Foreclosure
 - Assessments and Nonjudicial Foreclosure
- ▶ Policies and Rules
- ▶ Architectural Request Form
- ▶ Insurance Disclosure Requirements (Civil Code §5300)

Extreme Association Management, LLC.
Db a Extreme Properties
19500 Monterey Rd, Suite B
Morgan Hill, Ca. 95037
Phone: 1-669-888-3233
Fax: 1-669-888-3234

University Square Owners Association

To: University Square Owners Association

From: Board of Directors

Date: November 4, 2022

Re: Approved Fiscal Year 2023 Budget

Attached is the approved University Square Owners Association 2023 budget.

Please keep this document with your other important papers.

The Board has committed itself to an operating budget of \$38.910. **The monthly dues will remain the same at \$172.00 per unit per year.**

We thank you for your continued support.

Board of Directors
University Square Owners Association

UNIVERSITY SQUARE		2023
INCOME:		
Assessments		
Regular Assessments	\$	37,324
Backcharges		
Delinquency Letters	\$	300
Returned Payment Fee	\$	50
Fee/Fine Income		
Late Fees / Interest	\$	636
Violations of CC&Rs	\$	600
TOTAL ORDINARY INCOME	\$	38,910
EXPENSE:		
Administrative Expense:		
Delinquency Letters/Collections	\$	300
Meeting Expense	\$	540
Miscellaneous Admin	\$	250
Office Supplies	\$	100
Postage	\$	1,180
Printing & Copying	\$	1,400
Bad Debt Expense	\$	350
Bank Fees:		
Service Charges	\$	24
Bank Fees - Other	\$	-
General Repairs	\$	100
Insurance	\$	4,662
Community Events	\$	600
Outside Services	\$	1,847
Professional Fees:		
Bookkeeping Contract	\$	4,800
Bookkeeping Extras	\$	175
Collections	\$	-
Elections		incl in postage/printing
Legal	\$	1,500
Property Mangement	\$	19,440
Tax Prep / CPA	\$	425
Taxes:		
State	\$	-
State CID Forms	\$	35
TOTAL ORDINARY EXPENSE	\$	37,728
OTHER INCOME/EXPENSE:		
OTHER INCOME		
Interest - Operating Acct.	\$	18
TOTAL OTHER INCOME	\$	18
OTHER EXPENSE		
Reserve Contributions	\$	1,200
TOTAL OTHER EXPENSE	\$	1,200
NET INCOME	\$	0

ASSESSMENT AND RESERVE FUNDING DISCLOSURE SUMMARY (Civil Code § 5570)

- (1) The regular assessment per ownership interest is \$172.00 per unit per year. Note: If assessments vary by the size or type of ownership interest, the assessment applicable to this ownership interest may be found on page N/A of the attached summary.
- (2) Additional regular or special assessments that have already been scheduled to be imposed or charged, regardless of the purpose, if they have been approved by the board and/or members:

Date special assessment is due:	Amount per unit per month	Purpose of the special assessment
N/A	N/A	N/A
	Total:	N/A

- (3) The Association is responsible for one common component. The replacement cost of this one component is approximately \$5,960.00. As this amount is less than 50% of the Associations operating budget there is no Reserve Study Required.
- (4) If the answer to #3 is no, what additional assessments or other contributions to reserves would be necessary to ensure that sufficient reserve funds will be available each year during the next 30 years that have not yet been approved by the board of the members?

Approximate date assessment will be due:	Amount per unit per month:
	Total:

NOTE: The financial representations set forth in this summary are based on the best estimates of the preparer at that time. The estimates are subject to change.

RESERVE FUNDING POLICIES AND PRACTICES - Civil Code §5300

() Reserve Study Company: **None Required**

In the preparation of this budget for the association, the Board of Directors has not determined and does not anticipate that the levy of one or more special assessments will be required to repair, replace, or restore any major component or to provide adequate reserves therefore, based upon all information available to the Board of Directors as of the date of adoption of this budget.

University Square Owners Association

SUPPLEMENTAL DISCLOSURES

ANNUAL INSURANCE DISCLOSURE FOR CIDS - Civil Code §5805

A 1993 California Appellate Court opinion held that association members who share an ownership interest in a community's common area can be held personally responsible for injuries and property damage arising from the use of that common area. The State Legislature then passed a law providing association members a degree of immunity from personal suit as long as their association carries certain types and amounts of liability insurance. The statute does not require associations to obtain insurance in such types and amounts, but it does require them to notify members of the association's coverage. In this way, members can take steps to adequately protect themselves and their assets from large negligence claims. As required by law, the following information tells you about the types and limits of liability insurance our Association currently maintains:

- (X) The Association carries the levels of insurance specified by Civil Code §5805. As a result, owners may be individually liable by reason of their ownership interest in the common area only for their proportional share of assessments, regular or special, levied to pay the amount of a court judgment that exceeds the limits of the Association's liability insurance.
- () The Association does not carry the levels of insurance specified by Civil Code §5805. As a result, owners may be individually liable by reason of their ownership interest in the common area for the entire amount of a court judgment that exceeds the limits of the owner's and/or the Association's insurance.

For additional information about owner liability and protecting personal assets, members are advised to consult their own insurance or legal advisor.

PERIODIC SITE INSPECTIONS – Civil Code §5550

The Board of Directors performed, or caused to be performed, a site inspection and visual inspection of the Association's reserve components on the following date:

None required

SCHEDULE OF FINES – Civil Code §5850

See attached "Resolution Regarding Imposition of Fines, Reimbursement Assessments and Other Discipline"

SPECIAL ASSESSMENTS - Civil Code §5300 (b)(5)

- (X) The Board of Directors has not discussed a special assessment.
- () The Board of Directors has discussed the submission of a ballot for a special assessment to the membership. A vote of the membership will be required in order to pass this special assessment for the following:

SPECIAL PROVISIONS

The homeowner's association has adopted one or more of the following:

- () A Move in/Move out policy that requires a deposit for owners and/or rental units;
- () Estoppel document that requires a deposit held in escrow and/or inspection of the property;
- () Parking restrictions that require registration of vehicles and/or parking permits;
- () Other: _____

SECURITY DISCLAIMER

We hope that our security systems provide some deterrence to crime. However, no matter what steps we take, the association can never be completely safe and secure. For example, it is possible for someone to enter the property under false pretenses to commit crimes, for residents to commit crimes against their own neighbors, for guests of residents to commit crimes, and for employees to commit crimes. As a result, the association is not and can never be free of crime and we cannot guarantee your safety or security. Accordingly, you should NOT rely on the association to protect you from loss or harm. Instead, you should provide for your own security by taking common sense precautions such as carrying insurance against loss; keeping your doors locked; refusing to open your door to strangers; asking workmen for identification; installing a security system; locking your car; etc.

POLICY STATEMENTS

University Square Owners Association and its officers, directors, and management company, are committed to running the Association in a legal and neighborly manner. Accordingly, we wish to remind the members of the Association and their residents or tenants of the following:

As provided for under federal and state fair housing laws, it is illegal to discriminate against any person because of his or her race, national origin, religion, sex, physical or mental disability, familial status, marital status, sexual orientation, age, or source of income. University Square Owners Association is operated in accordance with these laws as provided for in 42 U.S.C. Section 3601, et. seq.

Specifically, we, at University Square Owners Association, do not:

1. Discriminate against any person in the terms or conditions of residing in the complex, or in the provision of services or facilities, because of that person's membership in one or more of the protected classes listed above; nor
2. Condone or tolerate any acts or coercion or intimidation, threats or interference by any of our employees, agents or residents towards any other owner or resident because he or she is a member of one or more of the protected classes listed above.
3. Tolerate either the creation or fostering of a hostile living environment by any homeowner, resident or tenant at University Square Owners Association, nor do we tolerate any harassing or otherwise hostile conduct by any homeowner, resident or tenant towards any other homeowner, resident or tenant.

MEETING MINUTES DISCLOSURE - Civil Code §4950(a)

Minutes, proposed minutes or summary minutes of all open meetings of the board are available to members, at their cost, within thirty days of the meeting and may be obtained by contacting the management office either by phone, mail or e-mail.

ADDITIONAL RESERVE DISCLOSURES – Civil Code §5300(b)(4) and 5300 (b)(8)

The Board of Directors () HAS (X) HAS NOT determined to defer or not undertake repairs or replacement of any major component with remaining useful life of 30 years or less.

The Association () DOES (X) DOES NOT have any outstanding loans as of the date of this budget.

COMPENSATORY DAMAGE AWARDS AND/OR SETTLEMENT FUNDS – Civil Code §5565 (b)(3)

The Association () HAS (X) HAS NOT received compensatory damage awards and/or settlement funds during the current fiscal year.

SECONDARY ADDRESS DISCLOSURE, California Civil Code §4040(b)

University Square Owners' Association Homeowners may submit a secondary address to the Association for purposes of collection notices. Such information must be submitted in writing, signed by the owner, and mailed to the Association in a manner that confirms its receipt. After an owner identifies a secondary address, the

Association will send copies of any collection notices to the secondary address provided, in addition to the owner's primary address shown in the Associations records.

An owner may identify or change a secondary address at any time. If a secondary address is identified or changed during any collection process, the Association will only be required to send notices to the designated secondary address from the point that the Association receives the request.

RIGHT TO RECEIVE GENERAL NOTICES BY INDIVIDUAL DELIVERY – Civil Code §4045(b)

If a member requests to receive general notices by individual delivery, all general notices to that member, given under section 4045 of the Civil Code, shall be delivered pursuant to Civil Code section 4040.

DELIVERY OF DOCUMENTS TO THE ASSOCIATION – Civil Code §4035

The managing agent of the Association, Extreme Properties, has been designated as the person to receive documents on behalf of the Association.

STATEMENT OF THE POSTING LOCATION FOR GENERAL NOTICES, California Civil Code §4045(a)

The location designated for posting of a General Notice is: The light pole #0297 at Baines & Tate St., and the light pole #0302 at McNair & Mouton Circle on the premises of the association.

ASSESSMENT COLLECTION POLICY STATEMENT

Regular assessments are due, in advance, on the first **(1st)** day of each assessment period and delinquent if not received, in full, by the Association within fifteen **(15)** days after the due date thereof. Special Individual Assessments are due on the date(s) specified upon imposition and each installment thereof shall be delinquent if not received by the Association within fifteen **(15)** days after it is due. A late charge of seventeen dollars and twenty cents **(\$17.20)** shall be due on any such delinquent assessment.

At the option of the Association, interest shall be due on all such amounts, once due and unpaid for thirty **(30)** days, at the rate of ten percent **(10%)** per annum.

If any portion of any such assessment, late charge, interest or cost of collection remains unpaid thirty **(30)** days after the original due date thereof, a "Letter of Intent" to file a Notice of Delinquent Assessment may be prepared and sent to the record owner(s). Please be advised that the Association has the right to collect all reasonable costs of collection.

All such amounts, and all other assessments and related charges thereafter due to the Association until all such amounts are paid, must be paid in full and the Association shall not be required to accept any partial or installment payments from the date of the institution of an action to enforce the payment of delinquent amounts to the time that all such amounts are paid in full.

If all such amounts have not been received sixty **(60)** days after the original due date thereof, a Lien may be prepared and recorded as to the delinquent property and the owner(s) thereof, and all resulting collection fees and costs will be added to the total delinquent amount.

All payments received by the Association, regardless of the amount paid, will be directed to the oldest assessment balances first, until which time all assessment balances are paid, and then to late charges, interest and costs of collection unless otherwise specified by written agreement.

The Association shall charge a "returned check charge" of thirty-five dollars **(\$35)** for all checks returned as "non-negotiable", "insufficient funds", or any other reason.

All above-referenced notices will be mailed to the record owner(s) at the last known mailing address and secondary address provided in writing to the Association by such owner(s).

The mailing address for overnight payment of assessments is:

University Square Owners Association
c/o HOA Accounting Professionals
5424 Sunol Boulevard, Suite 10-262
Pleasanton, CA 94566

The Board of Directors of the Association may revise this policy, either generally or on a case-by-case basis, if it finds good cause to do so.

ENFORCEMENT OF ASSESSMENTS

The association, or its authorized representative, may enforce the obligations of the Owners to pay each assessment provided for in this Declaration by commencing and maintaining a suit at law against any Owner personally obligated to pay a delinquent assessment. The suit shall be maintained in the name of the Association. Any judgement rendered in any action shall include the amount of the delinquency, and such additional costs, fees, charges and expenditures ("Additional Charges") and any other amounts as the court may award. In addition to any payment of any assessments, each Owner agrees to pay such Additional Charges the Association may incur or levy in the process of collecting from that owner monies due and delinquent. All additional charges shall be included in any judgement in any suit or action brought to enforce collection of delinquent assessments or may be levied against a Lot as a Reimbursement Assessment. Additional Charges shall include, but not be limited to, the following:

- a) **Attorneys' Fees:** Reasonable attorneys' fees and costs incurred in the event an attorney(s) is employed to collect any assessment or sum due, whether by suit or otherwise;
- b) **late Charges:** A late charge in an amount to be fixed by the Board in accordance with the then current laws of the State of California to compensate the Association for additional collection costs incurred in the event any assessment or other sum is not paid when due or within any "grace" period established by law;
- c) **Costs of Suit:** Costs of suit and court costs incurred as are allowed by the court;
- d) **Interest:** Interest on the delinquent assessment and Additional Charges at a rate fixed by the Board in accordance with the then current laws of the State of California; and
- e) **Other:** Any such other additional costs that the Association may incur in the process of collecting delinquent assessments or sums.

PAYMENTS – Civil Code §5655, 5900, 5925

When an owner makes a payment, he or she may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments. An owner may dispute an assessment debt by giving the board of the association a written explanation; and the board must respond within 15 days if certain conditions are met. An owner may pay assessments that are in dispute in full under protest, and then request alternative dispute resolution. An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time.

MEETINGS AND PAYMENT PLANS – Civil Code §5665

An owner of a separate interest that is not a time-share may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exist. The board of the directors must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform to the payment plan standards of the association, if they exist.

Summary of California Civil Code Section 5930
Enforcement of Governing Documents and
Specified State Laws for Community Associations
Through **Alternative Dispute Resolution**

Please Take Notice: *California Civil Code Section 5930 addresses your rights to sue the Association or another member of the Association regarding the enforcement of the governing documents and/or specified state laws.*

In general, Civil Code Section 5930 provides that an association or an owner may not file a lawsuit to enforce the governing documents or to enforce certain laws that govern community associations, unless the parties first try to submit their dispute to alternative dispute resolution (“ADR”). Recognized forms of ADR include conciliation, mediation, or arbitration. The ADR law for common interest developments applied to enforcement of most provisions of the governing documents as well as to provisions of the Davis-Stirling Common Interest Development Act (civil Code §4000 through 6150) and the Nonprofit Mutual Benefit Corporation Law (Corporations Code § 7110 et seq.).

The intent of the ADR law is to promote speedy and cost-effective resolution of disputes, to better preserve community cohesiveness, and to channel CC&R and compliance disputes away from our state’s court system.

The form of alternative dispute resolution may be binding or non-binding, and costs will be borne as agreed to by the parties involved. The ADR law does not generally apply to assessment disputes or to disputes that can be resolved in small claims court.

Any party to a covered dispute may initiate the ADR process by serving a Request for Resolution on another party to the dispute. A Request for Resolution must contain (1) a brief description of the nature of the dispute, (2) a request for ADR, and (3) a notice that the party receiving the Request for Resolution is required to respond within 30 days of receipt or the Request will be deemed rejected.

If the Request is accepted, the ADR must be completed within 90 days of receipt of the acceptance, unless otherwise agreed by the parties. Any Request for Resolution sent to an owner must include a copy of the ADR law in its entirety. If an applicable statute of limitations will expire, serving the Request will extend the statutory period for 30 days and, if ADR is accepted, also for 90-day period of time allowed to complete the process and any agreed-upon extension of time.

Failure of a member of the Association to comply with the alternative dispute resolution requirements of Section 5930 of the Civil Code may result in the loss of the member’s right to sue the Association or another member of the Association regarding enforcement of the governing documents or the applicable law.

Should the Association or an individual member wish to file a lawsuit for enforcement of the governing documents or a specified statute, the law requires the Association or the individual to file a certificate with the court prior to the filing of the lawsuit, stating: (1) that ADR has been completed, (2) that one of the other parties did not accept the terms offered for ADR or (3) that urgent orders of the court were necessary. Failure to file this certificate can be grounds for dismissing the lawsuit.

In any lawsuit to enforce the governing documents, Civil Code Section 5975 provides that the prevailing party may be awarded attorneys’ fees and costs. If any party has refused to participate in ADR prior to the lawsuit being filed, the court may consider whether that refusal was reasonable when it determines how large or small the award should be.

INTERNAL DISPUTE RESOLUTION – Civil Code §5920

Association must provide a “fair, reasonable and expeditious” procedure for resolving disputes between the association and its members without charging a fee to the member participating in the process.

(X) The Association has established a procedure of Internal Dispute Resolution (IDR)

The following is a general description of the procedure for Internal Dispute Resolution (IDR):

The purpose of IDR is to provide a fair, reasonable and expeditious resolution for disputes between the association and a member involving their rights, duties or liabilities under the governing documents of the associations. This procedure shall provide a means by which the member the association may explain their positions to a neutral party, including low-cost or no-cost mediation programs. The homeowner shall not be charged a fee to participate in the process.

1. Homeowner requests IDR with HOA in writing or HOA requests IDR with homeowner in writing
2. HOA or Homeowner accepts IDR and schedules a meeting within 90 days of receipt
3. IDR meeting between homeowner and designated Board Member. Both parties explain their positions.
4. Resolution agreed to by both parties shall be memorialized in writing and signed by the parties including the Board designee on behalf of the association. An agreement reached binds the parties and is judicially enforceable provide the agreement is not in conflict with the law or the governing documents of the association and provided the agreement is either consistent with the authority granted by the board of directors to its designee or the agreement is ratified by the board of directors.

ASSESSMENTS AND FORECLOSURE

This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the associations that manage them. Please refer to the sections of the Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

ASSESSMENTS AND NONJUDICIAL FORECLOSURE – Civil Code §5700 - 5725

Assessment become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure, or without court action often referred to as a nonjudicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or nonjudicial foreclosure to enforce that lien if the amount of the interest, and costs of collection is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than 12 months delinquent an association may use judicial or nonjudicial foreclosure subject to the conditions set forth in Article 3 (commencing with Section 5700) of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using judicial or nonjudicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 5700 through 5720 of the Civil Code, inclusive)

If a judicial or nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common area damaged by a member or a member's guests, if the governing documents provide for this. (Section 5725 of the Civil Code)

The association must comply with the requirement of Article 2 (commencing with Section 5650) of Chapter 8 of Part 5 of Division 4 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirement are the responsibility of the association. (Section 5675 of the Civil Code)

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owned by the owner. An owner has a right to review the association's records to verify the debt. (Section 5600 of the Civil Code)

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (Section 5685 of the Civil Code)

The collection practices of the association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

University Square HomeOwners Association

Bylaws



CondoCerts

**BYLAWS
OF
UNIVERSITY SQUARE
OWNERS' ASSOCIATION**

FILE & SAPUTO
ATTORNEYS AT LAW
1901 OLYMPIC BOULEVARD, #100
WALNUT CREEK, CA 94596-5024
(925) 944-3000

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OF
UNIVERSITY SQUARE OWNERS' ASSOCIATION

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BYLAWS
OF
UNIVERSITY SQUARE OWNERS' ASSOCIATION

ARTICLE I
NAME

The name of this nonprofit mutual benefit corporation is "UNIVERSITY SQUARE OWNERS' ASSOCIATION" ("Association").

ARTICLE II
DEFINITION

The terms used herein shall have the meanings set forth in the Declaration of Covenants, Conditions and Restrictions of University Square recorded on November 10, 1999, as Series No. 1999-187192 in the Official Records of the County of San Mateo, State of California ("Declaration").

ARTICLE III
POWERS AND DUTIES OF ASSOCIATION AND BOARD

3.1 POWERS OF ASSOCIATION: The Association has the general power to do any and all things that a nonprofit mutual benefit corporation organized under the laws of the State of California may lawfully do for the benefit of its Members. These powers include any and all lawful actions which may be authorized, required or permitted to be done under and by virtue of the Project Documents or which may be necessary and proper for or incidental to the exercise of any of the express powers of the Association or for the peace, health, comfort, safety or general welfare of the Members. The Association shall have all of the powers and duties set forth in the Project Documents, subject to the limitations stated in the Project Documents.

3.2 POWERS OF BOARD: Except for the powers specifically reserved to the Members by the Project Documents and except as limited by the laws of the State of California, the Board shall have the authority to exercise all powers and undertake all duties of the Association. The Board may delegate any of its powers to any committee, officer or employee as the Board deems necessary and proper except that no committee shall have the power to: (i) approve any action which requires the approval of the Members as provided in the Declaration or these Bylaws; (ii) fill vacancies on the Board or any committee; (iii) amend or repeal these Bylaws or adopt new Bylaws; (iv) amend or repeal any resolution of the Board; or (v) appoint Directors, committees of the Board or members thereof. The Board may also appoint or hire any qualified person or entity as manager of the Project. Except as expressly prohibited, the Board may delegate to the manager any of its duties, powers or functions, including the authority to deposit or withdraw funds from the accounts of the Association, but excluding the right to take any action described in Corporations Code Section 7236 and excluding the right to withdraw from any Reserve Account. The manager may additionally be authorized to establish a common trustee account for the deposit of assessments collected.

3.3 LIMITATIONS ON POWERS OF BOARD: Any approval of the Members required by this Section must be obtained either (i) at a meeting, as long as more than fifty percent (50%) of the Members are present in person or by proxy or (ii) by written ballot, as long as the number of votes cast by written ballot is more than fifty percent (50%) of the Members. The meeting must be conducted

in compliance with Chapter 5 (commencing with Section 7510) of Part 3 of Division 2 of Title 1 of the Corporations Code and Section 7613 of the Corporations Code. The written ballot must be conducted in compliance with Section 7513 of the California Corporations Code. Without the approval of the Members, the Board shall be prohibited from taking any of the following actions:

3.3.1 **SELLING PROPERTY OF THE ASSOCIATION**: During any fiscal year, selling property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

3.3.2 **COMPENSATING DIRECTORS AND OFFICERS**: Paying compensation to Directors or officers of the Association for their services as Directors or as officers; provided, however, that the Board may cause a Director or officer to be reimbursed for reasonable expenses actually incurred in carrying on the business of the Association.

3.3.3 **BOARD VACANCIES RESULTING FROM REMOVAL**: Filling a vacancy on the Board created by the removal of a Director.

The Association is not an "association," as that term is defined in Section 1351(a) of the California Civil Code and shall not have or exercise any power that may be imputed to it to enforce the payment of assessments by establishing a lien against a Lot.

3.4 **BOOKS AND RECORDS**: The Board shall cause a complete record of all of its acts and corporate affairs to be kept. The membership register, including mailing addresses and telephone numbers and all accounting books and records of the Association, and the Project Documents shall be available for inspection and copying by any Member or duly appointed representative of a Member during reasonable business hours. The Board shall establish rules regarding (i) notice to be given to the custodian of the records by a Member desiring to make the inspection; (ii) hours and days of the week when an inspection may be made; and (iii) payment for costs of making copies of documents requested by a Member. Every Director shall have the absolute right to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association at any reasonable time. A Director is entitled to make extracts and copies of documents.

3.5 **MINUTES**: All minutes of meetings of the Board, or a summary of the minutes (other than minutes of an executive session) shall be available for inspection and copying by any Member or duly appointed representative of a Member within thirty (30) days of the meeting. If the minutes have not been approved by the Board within the thirty (30) day period, then the minutes shall be marked "proposed but not yet adopted" and shall be available for inspection and copying. Minutes of meetings of the Association and committees of the Association, when adopted, shall also be available for inspection and copying by any Member or duly appointed representative of a Member. The right to review and copy shall be limited to reasonable business hours and shall be conducted in accordance with the same procedures applicable to the inspection of accounting books and records. All minutes (or summaries of minutes or proposed minutes, as the case may be) shall be distributed to any Member upon request and upon reimbursement of the costs incurred by the Association in making that distribution. At the time of the distribution of the Association's Budget or Budget summary and at the time of any other general mailing to the entire membership, all Members shall be notified in writing of their rights to copies of the minutes of meetings of the Board and how and where the minutes may be obtained.

3.6 **DISTRIBUTION OF PROJECT DOCUMENTS**: Within ten (10) days of a written request by a Member, the Association shall provide to the Member current copies of the Project Documents. A charge for the copies may be made by the Association, which shall not exceed the reasonable costs of preparation, reproduction and mailing.

3.7 **NOTICE AND HEARING**:

3.7.1 **PROCEDURE**: If (i) a Member or a Member's Invitee appears to have damaged or permitted damage to occur to any portion of the Project which the Association is responsible for maintaining ("Member Damage"), or if a Member appears to be in violation of any provision of the Project Documents and (ii) the provisions of any of the Project Documents require that Notice and Hearing be

provided, the Association shall give written notice to the Member specifying the nature of the damage or violation (and providing any other appropriate information) and stating the time, date and place that the Member will have an opportunity to be heard. The notice shall also state that the Association may levy a Reimbursement Assessment if the Association finds that Member Damage or a violation has occurred. Written notice shall be given at least fifteen (15) days prior to the date set for the hearing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after it has been deposited in the United States mail, first class postage prepaid, addressed to the Member at the address given by the Member to the Board for the purpose of service of notice or to the address of the Member's Lot if no other address has been provided. Any address may be changed from time to time by giving written notice to the Board.

3.7.2 **DETERMINATION**: After the hearing has taken place, the Board shall (i) determine whether Member Damage or a violation has occurred and, if so, may impose a Reimbursement Assessment which shall become effective not less than five (5) days after the date of the hearing; or (ii) take such other action as may be appropriate. The determination of the Board shall be final. However, nothing herein shall be construed to prevent the Board from making any emergency repairs or taking any other emergency action it deems necessary and subsequently providing Notice and Hearing.

3.8 **TAX EXEMPT STATUS**: If the Board elects to obtain and maintain tax-exempt status for the Association, the Board shall cause any annual election for tax-exempt status required under federal or state law to be filed timely and shall cause the Association to comply with the statutes, rules and regulations adopted by federal and state agencies pertaining to such exemptions.

<p>ARTICLE IV MEMBERSHIP AND VOTING</p>

4.1 **CLASSES OF MEMBERSHIP**: Until the conversion of Class B membership to Class A membership, the Association shall have two (2) classes of Members.

4.1.1 **CLASS "A" MEMBERS**: Each Owner, except Declarant, shall be a Class A Member. Declarant shall be a Class A Member after the expiration of Class B membership. One (1) vote for each Lot owned by a Class A Member may be cast.

4.1.2 **CLASS "B" MEMBER**: Until the expiration of Class B membership, Declarant shall be a Class B Member. Three (3) votes for each Lot owned by a Class B Member may be cast. Class B membership shall expire when Declarant no longer owns any Lot in the Project.

4.2 **VOTING GENERALLY**:

4.2.1 **CASTING VOTES**: The vote for each Lot shall be cast as a majority of co-Owners of the Lot shall determine. Any vote cast by a single Member shall be deemed the authorized vote for that Lot. If the majority of co-Owners present in person or by proxy at a meeting cannot agree as to how to cast the vote for the Lot, no vote shall be cast for that Lot. The power to cast a particular Member's vote may be exercised by (i) the Member's conservator; (ii) the guardian of the Member's estate; (iii) the parent(s) entitled to custody of a Member if the Member is a minor; or (iv) the executor or administrator of a deceased Member's estate if the Member's interest in the Lot is subject to estate administration.

4.2.2 **VESTING OF VOTING RIGHTS**: A Member's voting rights shall vest once payment of the Regular Assessment has commenced for the Member's Lot, but in no event before that time.

4.3 **VOTING PROCEDURES**: Any action required by law or by the Project Documents to be approved by the Owners or the Members shall be approved, if at all, in accordance with the procedures set forth in this Section.

4.3.1 **SPECIFIED PERCENTAGE:** All references in this Section 4.3 to the term "Specified Percentage" shall refer to the percentage vote expressly required by the Project Documents, unless no percentage is specified, in which case the action to be approved shall only require a majority vote.

4.3.2 **APPROVAL:** Approval shall be obtained, if at all, either at a meeting or by written ballot in accordance with either of the following two procedures:

(a) Any action taken at a meeting shall be approved by the vote of the Specified Percentage of the total number of votes which may be cast by the Members who are present at the meeting or represented by proxy. If a quorum is not present after a quorum was initially established, any action taken shall be subject to the requirements of Section 7512 of the California Corporations Code.

(b) Action taken without a meeting shall be approved by the written ballot of the Specified Percentage of the total number of votes which are cast by the Members; as long as the number of votes cast by written ballot is at least equal to a quorum. However, action without a meeting may only be utilized if done in full compliance with Section 7513 of the California Corporations Code. In no circumstances, may Directors be elected by using this procedure.

4.3.3 **OF THE MEMBERS:** Each provision of the Project Documents or of law which requires the approval of the Members requires all Members to vote as a single group.

4.4 **PROXIES:** Each Member may vote by proxy. Each proxy shall be in writing, signed and dated by the Member and filed with the Secretary of the Association. No proxy shall be valid as to those matters described in Corporations Code Section 7613(g) unless it sets forth the general nature of the matter as required by Section 7613(g). Every proxy shall be revocable and shall automatically cease upon actual notice to the Association of the conveyance by the Member of the Member's interest in the Lot or the death or judicially declared incompetence of the Member. Any form of proxy or written ballot distributed by any person to the Members shall afford the opportunity to specify a choice between approval and disapproval of each matter or group of matters to be acted upon except that a candidate for election as a Director need not be named in the proxy or written ballot. The proxy or written ballot shall provide that where the Member specifies a choice the vote shall be cast in accordance with that choice. The proxy shall also identify the person or persons authorized to exercise the proxy and the length of time it will be valid.

4.5 **CUMULATIVE VOTING:** Cumulative voting applies only when electing or removing Directors. Class A Members shall be entitled to cast a number of votes equal to the number of Directors to be elected multiplied by the number of Lots owned. Class B Members shall be entitled to cast a number of votes equal to the number of Lots owned multiplied by three multiplied by the number of Directors to be elected. Every Member may cumulate votes and give them to a single candidate or distribute them among as many candidates as the Member thinks fit, as long as the name of any candidate for whom the Member casts cumulated votes has been put into nomination prior to the commencement of voting and the Member announces an intention to cumulate votes prior to voting. If one Member announces an intention to cumulate votes, all Members may cumulate votes.

ARTICLE V DIRECTORS AND OFFICERS

5.1 **GENERALLY:** The affairs of the Association shall be managed by a Board of five (5) Directors. Directors shall be elected at annual meetings. The officers of the Association shall be a President, a Secretary and a Chief Financial Officer (Treasurer). Each officer shall hold office until a successor is elected unless the officer resigns, is removed or otherwise is disqualified from serving. Except as provided in Section 3.3.5, the Board may appoint a person to fill a vacancy in any office and the replacement shall serve the remainder of the term of the replaced officer.

5.2 ELECTION OF DIRECTORS: The initial Board shall be appointed by Declarant and shall hold office until the first annual meeting of Members. Beginning at the first annual meeting, Directors shall be elected as provided in this Section.

5.2.1 NOMINATION: Nomination for election to the Board shall be made by a nominating committee. The nominating committee shall consist of a chairman, who shall be a Director, and two or more Members. The committee shall be appointed by the Board and shall be announced at each annual meeting. Members of the nominating committee shall serve from the close of the meeting at which their appointments are announced until the close of the next annual meeting. The nominating committee shall make as many nominations for election to the Board as it determines in its discretion; provided, however, that there must be at least as many nominations as there are vacancies to be filled. Nominations may also be made from the floor.

5.2.2 ELECTION: Election to the Board shall be by secret written ballot. The persons receiving the largest numbers of votes shall be deemed elected. Each Member may cumulate votes in the manner described in Section 4.5.

5.2.3 TERM OF OFFICE: Each Director elected shall serve a term of two (2) years, provided that the two (2) Directors elected at the first meeting of Members who receive the fewest votes shall serve a term of one year. If there is a tie, the two (2) directors to serve the one (1) year terms shall be deciding by a drawing.

5.3 REMOVAL OF DIRECTORS: Unless the entire Board is removed from office by a vote of the Members, an individual Director shall not be removed prior to the expiration of the Director's term if the number of votes cast against removal is greater than the sum arrived at by using the following formula: $X/Y + 1$, where X equals the total number of votes cast at the election to remove the Director and Y equals the number of Directors authorized to be elected by these Bylaws. When voting for the removal of a Director, each Member shall be entitled to cumulate votes as described in Section 4.5.

5.4 RESIGNATION OF DIRECTORS: Any Director may resign by giving written notice to the Board. The resignation shall be effective on the date specified in the notice. Unless otherwise provided in the notice, the acceptance of a resignation shall not be necessary to make it effective. The vacancy created by the resignation may be filled by a majority vote of a quorum of the Board. However, if the number of Directors remaining after the resignation is less than a quorum, the vacancy may be filled by the unanimous written consent of all Directors then holding office. The Members may elect a director to fill any vacancy which remains unfilled by the Board for a period in excess of sixty (60) days.

5.5 ELECTION OF OFFICERS: Officers shall be elected by the Board at the first meeting held after each annual meeting of the Association. The Board may also elect a Vice President and/or such other officers as the affairs of the Association may require. The terms of office shall be prescribed by the Board.

5.6 REMOVAL AND RESIGNATION OF OFFICERS: Any officer may be removed from office by the Board with or without cause. If a Director serving in the office of President or Vice President has been removed pursuant to Section 5.3, the Director shall also be automatically removed from the position as an officer. Any officer removed by the Board shall not be removed from the position of Director except pursuant to Section 5.3. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. The resignation shall be effective on the date specified in the notice. Unless otherwise specified in the notice, the acceptance of a resignation shall not be necessary to make it effective.

5.7 DUTIES OF OFFICERS: Unless otherwise (i) directed by the Board or (ii) required by law, officers shall perform the duties described herein:

5.7.1 PRESIDENT: The President or other person designated by the President shall (i) preside at all meetings of the Board and of the Members; (ii) see that orders and resolutions of the Board are carried out; and (iii) sign all leases, mortgages, deeds, promissory notes and other written instruments.

5.7.2 **VICE PRESIDENT:** The Vice President, if any, shall act in the place and stead of the President in the event of the President's absence or inability or refusal to act.

5.7.3 **SECRETARY:** The Secretary shall (i) record the votes and keep the minutes of all meetings and proceedings of the Board and the Association; (ii) serve notice of meetings of the Board and the Association; and (iii) keep appropriate current records showing the Members together with their addresses.

5.7.4 **CHIEF FINANCIAL OFFICER:** The Chief Financial Officer shall (i) receive and deposit into appropriate bank accounts all monies of the Association; (ii) disburse funds as directed by resolutions of the Board; (iii) keep proper books of account; and (iv) prepare or cause to be prepared all budgets and financial statements.

ARTICLE VI

MEETINGS OF MEMBERS

6.1 **ANNUAL MEETINGS:** The first annual meeting of the Association shall be held within six (6) months after the date of the closing of the sale of the first Lot in the Project. The second annual meeting of the Association, and every annual meeting thereafter, shall be set by the Board so as to occur no later than fifteen (15) months after the date of the previous annual meeting. The specific day and time of each meeting shall be determined by the Board. Meetings shall be held within the Project or at a location as close to the Project as possible.

6.2 **SPECIAL MEETINGS:** A special meeting of the Members must be promptly scheduled by the President, or, if the President refuses or is unable to, by any Director, upon (i) a vote of the Board itself; or (ii) receipt by the Board of a written request for such a meeting signed by Members entitled to cast not less than five percent (5%) of the total votes which may be cast by the Members. Special meetings of the Members may also be called at any time by the President or the Board.

6.3 **NOTICE:** Except where the Project Documents require otherwise, written notice of regular and special meetings of the Members shall be given by or at the direction of the Secretary or other person authorized to call the meeting. Notice of each meeting shall be given to each Member entitled to vote at the meeting and shall be addressed to the Member at either (i) the most recent address appearing on the books of the Association or (ii) the address supplied by the Member to the Association for the purpose of notice. Notices for a meeting called pursuant to Sections 6.1 or 6.2(i) shall be personally delivered or mailed first class with postage prepaid at least ten (10) but not more than ninety (90) days before the meeting; however, notices for a meeting called pursuant to Section 6.2(ii) shall be given at least thirty-five (35) but not more than ninety (90) days after receipt by the Board of the request. Notice by mail other than first class shall be made at least twenty (20) but not more than ninety (90) days before each meeting. Notices of meetings shall specify the place, day and hour of the meeting and any matters the Board intends to present for action by the Members. Notices of special meetings shall also state the purpose of the special meeting. Except as otherwise provided in these Bylaws or by law, any proper Association matter may be presented at a meeting for action. If mailed, notices shall be deemed to be delivered twenty-four (24) hours after their deposit in the United States mail, first class postage prepaid.

6.4 **QUORUM:** The presence at the meeting of Members and proxies entitled to cast one-third (1/3) of the total number of votes which may be cast by the Members shall constitute a quorum for any action. If a quorum is not present or represented at any meeting, a majority of the Members present in person shall have the power to adjourn the meeting to another time with no notice other than an announcement at the meeting. If a time and place for the reconvened meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for the reconvened meeting after adjournment, notice of the time and place of the reconvened meeting shall be given to Members in the manner prescribed for regular meetings. The quorum for the reconvened meeting shall be twenty-five percent (25%); however, if fewer than one-third (1/3) of the total number of votes which may be cast by the Members are present in person or by proxy, the only business that may be transacted are those items which were generally described in the notice of the meeting.

6.5 **PARLIAMENTARY PROCEDURE:** Meetings of Members shall be conducted in accordance with a recognized system of parliamentary procedure which shall be adopted by the Board.

ARTICLE VII
MEETINGS OF DIRECTORS

7.1 **MEETING DEFINED:** The term "meeting" shall mean any congregation of a majority of the members of the Board at the same time and place to hear, discuss or deliberate upon any item of business scheduled to be heard by the Board.

7.2 **REGULAR MEETINGS:** Regular meetings of the Board shall be held quarterly unless the Board determines that the business to be transacted requires more frequent meetings. In that event, regular meetings shall be held at intervals determined by the Board but not less frequently than quarterly. Regular meetings shall be held at the time and place fixed by the Board.

7.3 **SPECIAL MEETINGS:** Special meetings of the Board shall be held when called by written notice signed by the President of the Association or by any two Directors other than the President.

7.4 **EMERGENCY MEETINGS:** Emergency meetings of the Board may be called by the President of the Association or by any two (2) Directors other than the President, (i) if there are circumstances that could not have been reasonably foreseen which require immediate attention and possible action by the Board and (ii) which, of necessity, make it impracticable to provide notice in accordance with the provisions of Section 7.5, below.

7.5 **NOTICE:** Notice of any meeting of the Board, except an emergency meeting, shall be given to each Director not less than four (4) nor more than fifteen (15) days prior to the date fixed for such meeting. Notice shall be personally delivered or sent by mail or telegram to each Director at the Director's address as shown in the records of the Association; provided, however, that notice of a meeting need not be given to any Director who signs a waiver of notice or a written consent to the holding of such meeting. The notice shall specify the time, place and purpose(s) of the meeting. If the notice is mailed, it shall be deemed to be delivered twenty-four (24) hours after deposit in the United States mail with first class postage fully prepaid. If notice is given by telegram, notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. The attendance of a Director at the meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

7.6 **QUORUM:** A majority of the Directors then in office, but not less than two (2), shall constitute a quorum for the transaction of business. Every action taken and every decision made by the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

7.7 **ACTION WITHOUT A MEETING:** The Directors shall have the right to take any action that may be required for the efficient and expeditious operation and conduct of the Association's business without a meeting if (i) the Board would have the power and authority to act at a meeting and (ii) the written consent of all Directors to such action is obtained. Any action taken by written consent shall have the same effect as if it were taken at a duly noticed meeting of the Board.

7.8 **PARTICIPATION BY MEMBERS:** Except as provided in this Section, all meetings of the Board shall be open to all Members. Members may speak at any meeting they are entitled to attend, subject to the reasonable time limits established by the Board. If the nature of the business is first announced in open session, with the approval of a majority of the Directors present at a meeting in which a quorum for the transaction of business has been established, the Board may vote to adjourn and reconvene in executive session to consider, discuss and vote upon litigation, matters that relate to the formation of contracts with third parties, Member discipline or personnel matters. In any matter relating to the discipline of a Member, the Board shall meet in executive session if requested by that Member and

that Member shall be entitled to attend the executive session. Any matter discussed in executive session shall be noted generally in the minutes of the Board.

**ARTICLE VIII
INDEMNIFICATION**

8.1 **GENERALLY:** A Director, officer, committee member, employee or other agent of the Association (collectively "Agent") who is a party to or is threatened to be made a party to any proceeding (including a proceeding by or on behalf of the Association) by reason of the fact that such Agent is or was an agent of the Association shall be indemnified by the Association against all expenses and liabilities actually and reasonably paid or incurred in connection with the proceeding to the maximum extent permitted by the California Nonprofit Mutual Benefit Corporation Law. Terms used in this Article shall have the same meaning as in Section 7237 of the California Corporations Code.

8.2 **APPROVAL:** Upon written request to the Board by any Agent seeking indemnification, the Board shall promptly determine whether the applicable standard of conduct set forth in the California Nonprofit Mutual Benefit Corporation Law has been met. If so, the Board shall authorize indemnification. If pursuant to limitations imposed by Section 7237 of the California Corporations Code the Board cannot authorize indemnification because more than fifty percent (50%) of the Directors are parties to the proceeding for which indemnification is sought, the Board shall promptly call a special meeting of Members. At the meeting, the Members shall determine whether the applicable standard of conduct set forth in the California Nonprofit Corporation Law has been met. If so, the Members shall authorize indemnification. Members or other persons seeking to be indemnified shall not be entitled to vote on the question of indemnification.

8.3 **ADVANCING EXPENSES:** Prior to the final disposition of a proceeding described in Section 8.1, the Association shall advance the costs of defense incurred by the Agent if the Agent (i) agrees to reimburse the Association and (ii) provides assurances of the Agent's ability to reimburse the Association. At the final disposition of the proceeding, the Agent shall reimburse the Association unless it was determined that the Agent is entitled to be indemnified by the Association.

8.4 **NON-LIABILITY OF OFFICIALS:** To the fullest extent permitted by law, and except as may be limited by Section 7236 of the California Corporations Code, no Agent shall be liable to any Member, Owner, the Association or any other party for any damage, loss, claim, liability or prejudice suffered or claimed as a result of any decision, approval, disapproval, course of action, act, inaction, omission, error, or negligence which was (i) made in good faith and (ii) reasonably believed by such Agent to be within the scope of such Agent's duties as a Director, officer or committee member.

8.5 **CONTRACTUAL INDEMNITY:** The provisions of this Article shall not affect any right to indemnification to which persons other than officers and directors may be entitled to by contract or otherwise.

**ARTICLE IX
AMENDMENTS**

9.1 **PROCEDURE:** Except as provided in the Declaration, these Bylaws may be amended by the approval of the Members.

9.2 **RECORDS OF AMENDMENTS:** Whenever an amendment or a new Bylaw is adopted, it shall be added in the appropriate place in the Association's minute book. If any Bylaw repeals any portion of these original Bylaws, either the date of the meeting at which the Bylaws or portion thereof was repealed or the date written consent was filed with the Secretary shall be stated therein.

**ARTICLE X
CONFLICT**

In the case of any conflict between the Articles and these Bylaws, the Articles shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

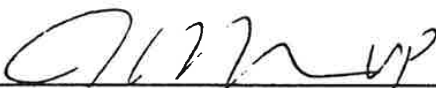
CERTIFICATION

I, the undersigned, do hereby certify that:

I am the incorporator of UNIVERSITY SQUARE OWNERS' ASSOCIATION, a California nonprofit mutual benefit corporation; and

The foregoing Bylaws are hereby adopted as the original Bylaws of the Association.

Dated: November 11, 1999.



Incorporator

University Square HomeOwners Association

Covenants, Codes and Regulations



CondoCerts



STATE OF CALIFORNIA }
COUNTY OF Contra Costa } ss.

On the 13th of October, 1999 before me, TISHA A. ROTH - Notary
Senior Vice President & Ronald S. Ortiz, Vice President,

personally appeared Kathleen S. Ito,
personally known to me (or proved to me on the basis of satisfactory evidence) to be
the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Tisha A. Roth



(This area for official notarial seal)

Title of Document: <u>Consent & subordination</u>	No. of Pages: <u>1</u>
Date of Document: <u>Oct 13 1999</u>	
Other signatures not acknowledged: <u>N/A</u>	

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
OF UNIVERSITY SQUARE**

The "Declaration of Covenants, Conditions & Restriction of University Square" recorded November 10, 1999, Document No. 1999-187192, San Mateo County Records, is hereby amended pursuant to approval of the Members.

1. Section 4.21 is amended to read as follows:

"4.21 Use and Occupancy of Residences: No Lot or home shall be occupied and used except for residential purposes by the Owners, their tenants, and social guests. No trade or business shall be conducted on any Lot, except that a home may be used as a combined residence and executive or professional office by the Owner or occupant thereof, so long as such use does not interfere with the quiet enjoyment by other Owners, and does not include visiting clients and does not include signs. No tent, shack, trailer, basement, garage, out building or structure of a temporary character shall be used at any time as a residence. Garages and attics may not be converted into living space.

No more than two (2) persons per bedroom shall be permitted as permanent residents, provided that one (1) person shall be allowed in addition to the maximum number of permanent residents otherwise permitted in each Lot. A "permanent resident" means any person residing more than sixty (60) days out of any twelve (12) consecutive month period.

No Lot or Lots or any portion thereof in the Project shall be leased, subleased, occupied, rented, let, sublet, or used for or in connection with any time sharing agreement, plan, program or arrangement, including, without limitation, any so called "vacation license," "travel club," "extended vacation," or other membership or time interval ownership arrangement. The term "time sharing" as used herein shall be deemed to include, but shall not be limited to, any agreement, plan, program, or arrangement under which the right to use, occupy, or possess the Lot or Lots or any portion thereof or Residence thereon in the Project rotates among various persons, either corporate, partnership, individual, or otherwise, on a periodically recurring basis for value exchanged, whether monetary or like kind use privileges, according to a fixed or floating interval or period of time. This section shall not be construed to limit the personal use of any Lot or any portion thereof in the Project by any Owner or his or her or its social or familial guests.

No Residence may be used for transitional housing services, temporary shelters, temporary housing, or any residential temporary living arrangements that are extended or offered as a service from a for-profit corporation. For purposes of this section, "temporary" shall mean less than 365 days.

No noxious, illegal, or seriously offensive activities shall be carried on upon any Lot, or any part of the Property, nor shall anything be done thereon which may be or may

become a serious annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each of the Owners of his respective Lot.

No Owner may permit or cause anything to be done or kept upon or in a Lot which might obstruct or interfere with the rights of other Owners or which would be noxious, harmful or unreasonably offensive to other Owners. Each Owner shall comply with all of the requirements of all federal, state and local governmental authorities, and all laws, ordinances, rules and regulations applicable to the Owner's Lot."

2. A new section 4.22 is added to the Declaration to read as follows:

"4.22 Leasing of Lots: No Owner shall be permitted to lease his Lot or home, or any portion thereof, for any period less than 365 days. Any lease agreement shall be in writing and shall be subject in all respects to the provisions of the Declaration, Articles and Bylaws and to all Rules adopted by the Board and any failure of the tenant to comply with the terms of such documents shall be a default under the lease, regardless of whether the lease describes the documents. In the event of such a default, the Owner immediately shall take all appropriate steps to cure the default, including, if necessary, eviction of the tenant. All Owners leasing or renting their Lots shall promptly notify the Secretary of the Association in writing of the names of all tenants and members of tenant's family occupying such Lot and of the address and telephone number where such Owner can be reached."

IN WITNESS WHEREOF, the foregoing amendment to Declaration has been approved by the required percentage of members and shall become effective upon its recordation in the records of San Mateo County.

**UNIVERSITY SQUARE OWNERS
ASSOCIATION**

Dated: June ____, 2003

President

Dated: June ____, 2003

Secretary

Certification

The undersigned Secretary of University Square Owners Association certifies that the required percentage of Members have approved the foregoing Amendment.

Dated: June ____, 2003

Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On this ___ day of _____, 2003, before me, _____, a notary public for the state, personally appeared _____, known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public, State of California

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On this ___ day of _____, 2003, before me, _____, a notary public for the state, personally appeared _____, known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public, State of California

University Square HomeOwners Association

Design Documents



CondoCerts



Mail to:
Attn: Architectural Committee
Extreme Association Management, LLC
19500 Monterey St, Suite B
Morgan Hill, CA 95037

University Square
Owners' Association
Applicant Information
Landscape Changes

Owner(s) Name: _____ Date: _____

Property Address: _____

Mailing Address (if different from Property Address above): _____

Phone: _____ email: _____

Proposed starting date: _____ Proposed completion date: _____

Description of work to be done:

Notes:

1. Applicant agrees and understands that submission of this form alone does not fulfill all requirements for approval. The University Square Owners' Association ("HOA") may require additional information in order to make a decision. Until all information has been received the application stands disapproved.
2. The applicant must provide the HOA with a copy of all required City Permits prior to the commencement of the work.
3. Owner shall be responsible for any damage caused by the Owner or any of his or her contractors.
4. Future maintenance of and repairs of the front yard alteration will be the responsibility of the Owner.
5. The HOA has 60 days after all required information and documents has been submitted, to review and respond to all applications. Plan accordingly with the vendor's schedule and timelines. Please note that the Association will try to address your request within 30 days. If you have not received a written response in 30 days, please contact HOA in order to ensure your application has been received and it is complete.
6. Applicant to notify Association of actual date work is completed.

DEFINITION: What is Xeriscaping? "Xeros" is the Greek word for dry. "Scape" means a picture or scenic view. Xeriscaping combines native plants and materials to create a lush and colorful landscape. Xeriscaping is not the same as "zero-scaping" in which the designed landscape consists mostly of hard surfaces with a few plants as accent features. Xeriscaping is also different from "natural" landscaping because the emphasis is on the selection of plants for water conservation, not necessarily selecting native plants.

Xeriscaping plans must meet the following requirements:

- a) There must be an overall design which enhances the look of the home and neighborhood. Top-down landscape plans must provide detailed information on the location and species of all trees and shrubs drawn to their mature sizes. Plan must indicate location, types and samples of mulch and rocks. All materials used must be landscape materials suitable for the area. If detailed drawings and samples are not included with the Architectural Review Request, the application will be returned to the homeowner.
- b) Ground cover may include turf, alternative turf, high quality artificial turf (artificial turf application must be turned in), mulch (in brown colors), decorative rocks flagstone, river rocks (all stone must be predominantly earthy toned colors: beige, tan, brown, grey, dark grey or black), over weed barrier fabric to provide a neat, dustfree, weed-free appearance. All fillers such as mulch and rocks must be contained by barriers, to prevent litter and wash out to public sidewalks or street. Large areas of fillers are not permitted unless interspersed with plants. *Mulch provides the perfect habitat for slugs and snails, which are known pests in our neighborhood, those areas should be maintained to a minimum, as in accents beddings.
- c) The front yard may have a maximum of 50% tastefully organized inorganic coverings such as rock, stone, or river stone (or some combination thereof). The remaining area should be plants, shrubs, trees, and organic mulched area. Once installed, the landscaping must be maintained in a neat, attractive, and well kept manner. Remove dead trees (must turn in tree removal application) and shrubs promptly. Do not allow weeds to grow in the mulched or rock areas. Plants must be watered sufficiently to prevent them from going dormant or dying. Plants must be kept trimmed to prevent them from encroaching on public sidewalks.
 - A. In any location where the side yard of a corner lot is exposed to a street in front of a fence, the side yard landscaping shall be integrated with the front yard.
 - B. Concrete surfaces are limited to the current driveway size, pathway and sidewalks only. Stepping stones or pavers may be used in a total of 3' (1.5 foot in each side or 2 feet in one side) for a pathway extension next to a driveway or the existing pathway replacement.
 - C. Plant Bed Borders: Planted areas must be bordered to define beds. The areas that are not in delineated planted beds may be a drought tolerant ground cover such as some ivy varieties or a drought tolerant turf grass. There must be borders in the yard that create visually appealing spatial relationships.
 - D. Decorative Objects: Hardscapes can include large boulders not larger than 3 feet in height or other natural materials that are used as a part of the xeriphytic landscape design. The Architectural Review Committee prefers to see natural colored rock and masonry. Water features, Urns, and other man-made ornamentation can add variety but not to exceed 2 items in public view. No boulders or rocks may be used in the sidewalk strip area.
 - E. Safety: For public safety, no plant with thorns, spines, or sharp edges can be used within 6' of the public sidewalk. Poisonous plants are not permitted.

Architectural Committee Use Only

- Approved by the Architectural Committee
- Approved Subject to Conditions (specified Below)
- Denied (specified Below)
- Incomplete (specified Below)

Architectural Committee Member Signature Date

Architectural Committee Member Signature Date

Board Member Signature Date



Mail to:
Attn: Architectural Committee
Extreme Association Management, LLC
19500 Monterey St, Suite B
Morgan Hill, CA 95037

University Square
Owners' Association
Applicant Information
Developer Tree removal

Owner(s) Name: _____ Date: _____
Property Address: _____

Mailing Address (if different from Property Address above):

Phone: _____ e-mail: _____
Proposed starting date: _____ Proposed completion date: _____
Name of Arborist: _____ Phone: _____

Developer Tree Definition: Any trees planted by Developer located between sidewalk and front Lot/House. Median trees are those located between the sidewalk and the street, are the responsibility of the city and cannot be removed without prior approval of the Planning Department.

Reason for tree removal:

Proposed Removal date: _____
Proposed Replanting area and timeframe: _____

Notes:

1. Applicant agrees and understands that submission of this form alone does not fulfill all requirements for approval. The University Square Owners' Association ("HOA") may require additional information in order to make a decision. Until all information has been received the application stands disapproved.
2. The applicant must provide the HOA with a copy of all required City Permits prior to the commencement of the work.
3. The Owner shall be responsible for any damage caused by the Owner or any of his or her contractors.
4. Future maintenance of and repairs of the alteration will be the responsibility of the Owner.
5. The HOA has 60 days after all required information and documents has been submitted to review and respond to all applications submitted to the Architectural Committee ("AC"). Plan accordingly with the vendor's schedule and timelines. Please note that the Association will try to address your request within 30 days. If you have not received a written response in 30 days, please contact HOA in order to ensure your application has been received and it is complete.

6. Applicant to notify the Association of actual date work is completed.
7. Developer planted trees may not be removed without planting a replacement tree.
8. Special Priority will be given to problem trees described as follows:
 - a. Visual examination for roots damaging sidewalks and driveways, cracking foundations, lifting electrical boxes, phone boxes and intruding on to the piping for water sewage system.
 - b. If there are no visual problems, an Arborist Report is necessary in order to be deemed a special priority tree.
 - c. Cases where removal is requested by official order of the City. (Letter must be attached to application).
 - d. If a tree will imminently become a Heritage tree, (Per city of East Palo Alto and Heritage tree is 40" or more in girth measured 2 feet above ground).
 - e. Priority will be generally given based on the order in which applications are received (first in, first out).
 - f. Include pictures of the tree and issues for emergency cases.

Special Priority (check here)

9. Remnant tree stump must be dug out.
10. The new replacement tree must be:
 - Of a small tree family tree (10-20 feet at full maturity)
 - Planted in a place with minimum obstruction to street lights
 - Be 6 feet or higher at the time of planting
 - Without invasive root system. (see helpful links: <https://selectree.calpoly.edu>) Planting Suggestions:
 - A root barrier for the specific tree type at the time of planting.
 - Proper water piping for irrigation (easily to convert a sprinkler at a later time)
 - Preferably planting the new during the next wet season, October – February to insure tree survival.
11. The Owner is fully responsible for tree maintenance and health
12. Trees that are diseased or dying require an application be submitted for replacement.

Helpful Links: <http://www.ci.east-palo-alto.ca.us/documentcenter/view/2763>

<http://www.deeproot.com/products/root-barrier/applications>

<http://www.deepdrip.com/installation/>

<http://homeguides.sfgate.com/can-plant-tree-same-place-just-removed-stump-another-tree-from-97486.html> <http://www.houselogic.com/home-advice/plants-trees/best-time-to-plant-trees/>

<http://canopy.org> <https://selectree.calpoly.edu>

Architectural Committee Use Only

- Approved by the Architectural Committee
- Approved Subject to Conditions (specified Below)
- Denied (specified Below)
- Incomplete (specified Below)

Architectural Committee Member Signature

Date

Architectural Committee Member Signature

Date

Board Member Signature

Date

Page 2 of 2

MUST RETAIN APPROVED COPIES OF THIS APPLICATION FOR YOUR RECORDS. Rev.
04/25/2017

UNIVERSITY SQUARE OWNERS' ASSOCIATION CC&R VIOLATION REPORT

Return by mail, fax or e-mail to:

Extreme Properties
19500 Monterey Rd, Suite B
Morgan Hill, CA 95037

Fax: 669-888-3234

e-mail: beth@extreme.properties

CONTACT INFORMATION FOR ASSOCIATION MEMBER FILING COMPLAINT:

*Complaint may be filed by association members only

*Failure to provide contact information will render complaint invalid

Date complaint filed: _____

Name: _____ Address: _____

Phone Number: _____ Signature: _____

COMPLAINT

As a property owner within the association listed above, I do swear and confirm that on or about _____ (date of violation), I did witness the following event(s) or occurrence(s) which I consider to be a violation of the CC&R's:

*Person filing complaint responsible to review CC&R's to determine if event/occurrence is prohibited

Address where violation occurred: _____

Photos or other documentation included with this complaint: YES _____ NO _____

*Complaints including photos or other documentation must be mailed

PLEASE NOTE: Complaint remains anonymous except in the following conditions:

***Person against which complaint filed requires hearing with the Board to object/deny complaint.**

***Person against which complaint filed pursues legal action against the association.**

Please keep a copy of this complaint for your records, as copies of the complaint will not be provided by our office. You will not be contacted in response to this complain, unless further communication is required for enforcement.



Mail to:
Attn: Architectural Committee
Extreme Association Management, LLC
19500 Monterey St, Suite B
Morgan Hill, Ca 95037

University Square
Owners' Association

Applicant Information
Solar Panels

Owner(s) Name: _____ Date: _____

Property Address: _____

Mailing Address (if different from Property Address above):

Phone: _____ e-mail: _____

Proposed starting date: _____

Proposed completion date: _____

Vendor: _____ Phone: _____

Installation Location: _____

Notes:

1. Applicant agrees and understands that submission of this application alone does not fulfill all requirements for approval. The University Square Owners' Association ("HOA") may require additional information in order to make a decision. Until all information has been received the application stands disapproved.
2. The applicant must provide the HOA with a copy of all required City Permits prior to the commencement of the work.
3. Owner shall be responsible for any damage caused by the Owner or any of his or her contractors.
4. Future maintenance and repairs of the solar panels will be the responsibility of the homeowner.
5. The HOA has 60 days after all required information and documents has been submitted, to review and respond to all application to the Architectural Committee ("AC"). Plan accordingly with the vendor's schedule and timelines. Please note that the HOA will try to address your request within 30 days. If you have not received a written response in 30 days, please contact HOA in order to ensure your application has been received and it is complete.
6. Applicant to notify the Association of actual date work is completed.
7. The solar panels must be installed in the highest portion of the roof with minimum visibility from the street and from neighbors as much as possible.
8. Vendor plans for solar must be turned in with this application.

Architectural Committee Use Only

- Approved by the Architectural Committee
- Approved Subject to Conditions (specified Below)
- Denied (specified Below)
- Incomplete (specified Below)

Architectural Committee Member Signature Date

Architectural Committee Member Signature Date

Board Member Signature Date



Mail to:
Attn: Architectural Committee
Extreme Association Management, LLC
19500 Monterey St, Suite B
Morgan Hill, CA 95037

University Square Owners' Association

Applicant Information General Application

Owner(s) Name: _____ Date: _____

Property Address: _____

Mailing Address (if different from Property Address above): _____

Phone: _____ e-mail: _____

Proposed starting date: _____ Proposed completion date: _____

Description of work to be done:

Notes:

1. Applicant agrees and understands that submission of this application alone does not fulfill all requirements for approval. The University Square Owners' Association ("HOA") may require additional information in order to make a decision. Until all information has been received the application stands disapproved.
2. The applicant must provide the Association with a copy of all required City Permits prior to the commencement of the work.
3. Owner shall be responsible for any damage caused by the Owner or any of his contractors.
4. Future maintenance of and repairs of the alteration will be the responsibility of the owner.
5. The HOA has 60 days after all required information and documents has been submitted, to review and respond to all application to the Architectural Committee ("AC"). Plan accordingly with the vendor's schedule and timelines. Please note that the HOA will try to address your request within 30 days. If you have not received a written response in 30 days, please contact the AC at ac@usqhoa.org in order to ensure your application has been received and it is complete.
6. Applicant must notify HOA of actual date work is completed.

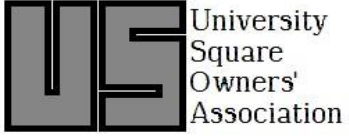
Architectural Committee Use Only

- Approved by the Architectural Committee
- Approved Subject to Conditions (specified Below)
- Denied (specified Below)
- Incomplete (specified Below)

Architectural Committee Member Signature Date

Architectural Committee Member Signature Date

Board Member Signature Date



Mail to:
Attn: Architectural Committee
Extreme Association Management, LLC
19500 Monterey St, Suite B
Morgan Hill, CA 95037

University Square
Owners' Association
Applicant Information
Artificial Turf

Owner(s) Name: _____ Date: _____

Property Address: _____

Mailing Address (if different from Property Address above): _____

Phone: _____ e-mail: _____

Proposed starting date: _____ Proposed completion date: _____

Vendor: _____ Phone: _____

Turf code: _____

Infill type and code: _____

Installation Location: _____

Notes:

1. Applicant agrees and understands that submission of this application alone does not fulfill all requirements for approval. The University Square Owners' Association ("HOA") may require additional information in order to make a decision. Until all information has been received the application stands disapproved.
2. The Owner shall be responsible for any damage caused by the Owner or any of his or her contractors.
3. Future maintenance of and repairs of the artificial turf will be the responsibility of the Owner.
4. The HOA has 60 days after all required information and documents has been submitted, to review and respond to all applications to the Architectural Committee ("AC"). Plan accordingly with the vendor's schedule and timelines. Please note that the AC will try to address your request within 30 days. If you have not received a written response in 30 days, please contact HOA in order to ensure your application has been received and it is complete.
5. Applicant to notify the Association of actual date work is completed

6. Guidelines- More information on AC web page at: <http://U2HOA.com>
 - a. Landscape application to be submitted with turf application for desired location of installation.
 - b. Three color turf only. (Two shades of green and 1 shade of brown)
 - c. Minimum pile height 1 3/4
 - d. Minimum pile weight 70 oz. per square feet.
 - e. Minimum turf binding of 6.8 lbs.
 - f. Permeability of minimum 30 inches per hour.
 - g. Material: Polyethylene (PE), Polypropylene (PP) (Nylon is not approved)
 - h. Infill: Organic infill (grinded tires and regular sand are not approved)
 - i. All materials must be clear of Heavy Metals, Black Carbon, Lead and other toxins that may wash off. Testing report from vendor is required.
 - j. Samples and full material description needs to be presented on non pre-approved material.
 - k. Pre approved Turf, (AC has samples that can be checked out with a \$100.00 refundable deposit.)
WST90-Dura SBlade Water Savers Turf 1844-974-8873
WST84-Riviera Monterey Water Savers Turf 1844-974-8873
T-70 Olive Green/Field Green Heavenly Greens 650-291-7264 or 408-723-4954
7. In order to maintain the looks and manufacturer's warranty of the synthetic turf, annual maintenance by the Owner is required.
8. Proper synthetic turf installation requires expertise to achieve longevity.
9. Inadequate installation may result in early deteriorating look, which may lead to the Association requiring repair/ replacement.

Architectural Committee Use Only

- Approved by the Architectural Committee
- Approved Subject to Conditions (specified Below)
- Denied (specified Below)
- Incomplete (specified Below)

Architectural Committee Member Signature

Date

Architectural Committee Member Signature

Date

Board Member Signature

Date



Mail to:
Attn: Architectural Committee
Extreme Association Management, LLC
19500 Monterey St, Suite B
Morgan Hill, CA 95037

University Square
Owners' Association
Applicant Information
Exterior Paint

Owner(s) Name: _____ Date: _____
Property Address: _____
Mailing Address (if different from Property Address above):

Phone: _____ e-mail: _____
Proposed starting date: _____ Proposed completion date: _____
Name of Painter: _____ Phone: _____
Painter's e-mail: _____

1. Applicant agrees and understands that submission of this form alone does not fulfill all requirements for approval. The Association may require additional information in order to make a decision. Until all information has been received, the application stands disapproved.
2. Owner shall be responsible for any damage caused by the Owner or any of his contractors.
3. Future maintenance of and repairs of the alteration will be the responsibility of the owner.
4. The Association has 60 days after all required information and documents has been submitted, to review and respond to all AC Requests. Plan accordingly with the vendor's schedule and timelines. Please note that the Association will try to address your request within 30 days. If you have not received a written response in 30 days, please contact HOA in order to ensure your application has been received and it is complete.
5. Applicant to notify HOA of actual date work is completed.
6. Before getting started, look at you neighbors' houses. We suggest that applicants choose a different color scheme/color combination from your neighbor on each side.
7. The HOA has published an extended color palette. See website for guidance.. Choose 1 or 2 body colors and 1 or 2 accent colors from this list. Please note that Exterior Satin or Eggshell sheen provides for longer lasting and cleaner looking homes.

8. The paint patches on the web page are intended to give a general idea of the color. The web colors will not be true to what the colors will look like on a house. Paper paint chips need to be viewed outside in sunlight. The colors will look different under artificial light. The names of the HOA approved colors are for HOA use only. Different paint vendors use different names for the same colors, and the same name for different colors. Using the color name to order paint will result in getting the wrong color.

9. Paint must be ordered using an approved color specification. There is no need to submit color samples with the application if the paint is ordered from approved color specification formulas.

10. If you choose a different color scheme than either the original developer exterior color combinations within the project or from the approved extended palette, you will need to provide paint vendor color brochure that includes the sample chip, with formula, along with a current picture of the house. On the picture list the proposed colors & mark the the color codes to indicate which colors will be used where.

Architectural Committee Use Only

- Approved by the Architectural Committee
- Approved Subject to Conditions (specified Below)
- Denied (specified Below)
- Incomplete (specified Below)

Architectural Committee Member Signature

Date

Architectural Committee Member Signature

Date

Board Member Signature

Date

University Square HomeOwners Association

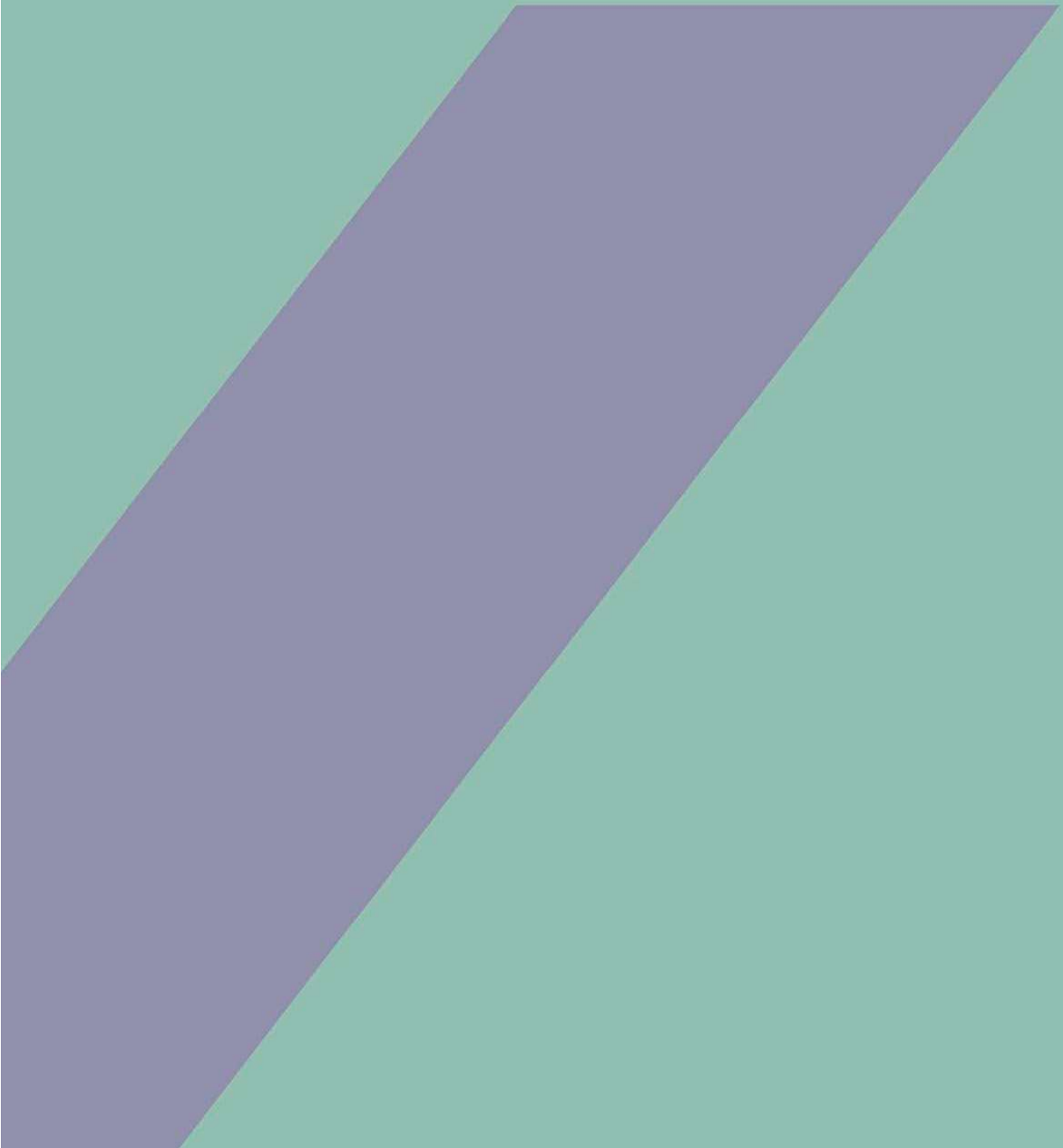
Insurance Declaration Pages



CondoCerts



X^L Insurance



NOTICE TO POLICYHOLDERS

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Policyholder Notice provides information concerning possible impact on your insurance coverage due to the impact of U.S. Trade Sanctions¹. Please read this Policyholder Notice carefully.

In accordance with the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") regulations, or any other U.S. Trade Sanctions embargoes or export controls applied by any regulatory body, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions, embargoes or export controls law, is a Specially Designated National and Blocked Person ("SDN"), or is owned or controlled by an SDN, this insurance will be considered a blocked or frozen contract. When an insurance policy is considered to be such a blocked or frozen contract, neither payments nor premium refunds may be made without authorization from OFAC or the applicable regulator. Other limitations on the premiums and payments also apply.

¹ "U.S Trade Sanctions" may be promulgated by Executive Order, act of Congress, regulations from the U.S. Departments of State, Treasury, or Commerce, regulations from the State Insurance Departments, etc.

NOTICE TO POLICYHOLDERS

FRAUD NOTICE

Alabama	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.
Arkansas	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
California	For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.
Colorado	It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.
District of Columbia	WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
Florida	Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
Kansas	A "fraudulent insurance act" means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance that such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.
Kentucky	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
Louisiana	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Maine	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.
Maryland	Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
New Jersey	Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NOTICE TO POLICYHOLDERS

New Mexico	ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.
New York	<p>General: All applications for commercial insurance, other than automobile insurance: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.</p> <p>All applications for automobile insurance and all claim forms: Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation.</p> <p>Fire: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.</p> <p>The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.</p>
Ohio	Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
Oklahoma	<p>WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.</p> <p>WARNING: All Workers Compensation Insurance: Any person or entity who makes any material false statement or representation, who willfully and knowingly omits or conceals any material information, or who employs any device, scheme, or artifice, or who aids and abets any person for the purpose of:</p> <ol style="list-style-type: none"> 1. obtaining any benefit or payment, 2. increasing any claim for benefit or payment, or 3. obtaining workers' compensation coverage under the Administrative Workers' Compensation Act, shall be guilty of a felony punishable pursuant to Section 1663 of Title 21 of the Oklahoma Statutes.

NOTICE TO POLICYHOLDERS

Pennsylvania	<p>Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.</p> <p>Automobile Insurance: Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and the payment of a fine of up to \$15,000.</p>
Puerto Rico	<p>Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.</p>
Rhode Island	<p>Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.</p>
Tennessee	<p>It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.</p> <p>Workers' Compensation: It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers' compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits.</p>
Utah	<p>Workers' Compensation: Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.</p>
Virginia	<p>It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.</p>
Washington	<p>It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.</p>
West Virginia	<p>Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.</p>
All Other States	<p>Any person who knowingly and willfully presents false information in an application for insurance may be guilty of insurance fraud and subject to fines and confinement in prison. (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties).</p>

NOTICE TO POLICYHOLDERS

PRIVACY POLICY

The AXA XL insurance group (the “Companies”), believes personal information that we collect about our customers, potential customers, and proposed insureds (referred to collectively in this Privacy Policy as “customers”) must be treated with the highest degree of confidentiality. For this reason and in compliance with the Title V of the Gramm-Leach-Bliley Act (“GLBA”), we have developed a Privacy Policy that applies to all of our companies. For purposes of our Privacy Policy, the term “personal information” includes all information we obtain about a customer and maintain in a personally identifiable way. In order to assure the confidentiality of the personal information we collect and in order to comply with applicable laws, all individuals with access to personal information about our customers are required to follow this policy.

Our Privacy Promise

Your privacy and the confidentiality of your business records are important to us. Information and the analysis of information is essential to the business of insurance and critical to our ability to provide to you excellent, cost-effective service and products. We understand that gaining and keeping your trust depends upon the security and integrity of our records concerning you. Accordingly, we promise that:

1. We will follow strict standards of security and confidentiality to protect any information you share with us or information that we receive about you;
2. We will verify and exchange information regarding your credit and financial status only for the purposes of underwriting, policy administration, or risk management and only with reputable references and clearinghouse services;
3. We will not collect and use information about you and your business other than the minimum amount of information necessary to advise you about and deliver to you excellent service and products and to administer our business;
4. We will train our employees to handle information about you or your business in a secure and confidential manner and only permit employees authorized to use such information to have access to such information;
5. We will not disclose information about you or your business to any organization outside the AXA XL insurance group of Companies or to third party service providers unless we disclose to you our intent to do so or we are required to do so by law;
6. We will not disclose medical information about you, your employees, or any claimants under any policy of insurance, unless you provide us with written authorization to do so, or unless the disclosure is for any specific business exception provided in the law;
7. We will attempt, with your help, to keep our records regarding you and your business complete and accurate, and will advise you how and where to access your account information (unless prohibited by law), and will advise you how to correct errors or make changes to that information; and
8. We will audit and assess our operations, personnel and third party service providers to assure that your privacy is respected.

Collection and Sources of Information

We collect from a customer or potential customer only the personal information that is necessary for (a) determining eligibility for the product or service sought by the customer, (b) administering the product or service obtained, and (c) advising the customer about our products and services. The information we collect generally comes from the following sources:

- Submission – During the submission process, you provide us with information about you and your business, such as your name, address, phone number, e-mail address, and other types of personal identification information;
- Quotes – We collect information to enable us to determine your eligibility for the particular insurance product and to determine the cost of such insurance to you. The information we collect will vary with the type of insurance you seek;

NOTICE TO POLICYHOLDERS

- Transactions – We will maintain records of all transactions with us, our affiliates, and our third party service providers, including your insurance coverage selections, premiums, billing and payment information, claims history, and other information related to your account;
- Claims – If you obtain insurance from us, we will maintain records related to any claims that may be made under your policies. The investigation of a claim necessarily involves collection of a broad range of information about many issues, some of which does not directly involve you. We will share with you any facts that we collect about your claim unless we are prohibited by law from doing so. The process of claim investigation, evaluation, and settlement also involves, however, the collection of advice, opinions, and comments from many people, including attorneys and experts, to aid the claim specialist in determining how best to handle your claim. In order to protect the legal and transactional confidentiality and privileges associated with such opinions, comments and advice, we will not disclose this information to you; and
- Credit and Financial Reports – We may receive information about you and your business regarding your credit. We use this information to verify information you provide during the submission and quote processes and to help underwrite and provide to you the most accurate and cost-effective insurance quote we can provide.

Retention and Correction of Personal Information

We retain personal information only as long as required by our business practices and applicable law. If we become aware that an item of personal information may be materially inaccurate, we will make reasonable effort to re-verify its accuracy and correct any error as appropriate.

Storage of Personal Information

We have in place safeguards to protect data and paper files containing personal information.

Sharing/Disclosing of Personal Information

We maintain procedures to assure that we do not share personal information with an unaffiliated third party for marketing purposes unless such sharing is permitted by law. Personal information may be disclosed to an unaffiliated third party for necessary servicing of the product or service or for other normal business transactions as permitted by law.

We do not disclose personal information to an unaffiliated third party for servicing purposes or joint marketing purposes unless a contract containing a confidentiality/non-disclosure provision has been signed by us and the third party. Unless a consumer consents, we do not disclose “consumer credit report” type information obtained from an application or a credit report regarding a customer who applies for a financial product to any unaffiliated third party for the purpose of serving as a factor in establishing a consumer’s eligibility for credit, insurance or employment. “Consumer credit report type information” means such things as net worth, credit worthiness, lifestyle information (piloting, skydiving, etc.) solvency, etc. We also do not disclose to any unaffiliated third party a policy or account number for use in marketing. We may share with our affiliated companies information that relates to our experience and transactions with the customer.

Policy for Personal Information Relating to Nonpublic Personal Health Information

We do not disclose nonpublic personal health information about a customer unless an authorization is obtained from the customer whose nonpublic personal information is sought to be disclosed. However, an authorization shall not be prohibited, restricted or required for the disclosure of certain insurance functions, including, but not limited to, claims administration, claims adjustment and management, detection, investigation or reporting of actual or potential fraud, misrepresentation or criminal activity, underwriting, policy placement or issuance, loss control and/or auditing.

NOTICE TO POLICYHOLDERS

Access to Your Information

Our employees, employees of our affiliated companies, and third party service providers will have access to information we collect about you and your business as is necessary to effect transactions with you. We may also disclose information about you to the following categories of person or entities:

- Your independent insurance agent or broker;
- An independent claim adjuster or investigator, or an attorney or expert involved in the claim;
- Persons or organizations that conduct scientific studies, including actuaries and accountants;
- An insurance support organization;
- Another insurer if to prevent fraud or to properly underwrite a risk;
- A state insurance department or other governmental agency, if required by federal, state or local laws; or
- Any persons entitled to receive information as ordered by a summons, court order, search warrant, or subpoena.

Violation of the Privacy Policy

Any person violating the Privacy Policy will be subject to discipline, up to and including termination.

For more information or to address questions regarding this privacy statement, please contact your broker.

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

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.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$1% of Total Gross Premium, and does not include any charges for the portion of losses covered by the United States government under the Act.

POLICYHOLDER DISCLOSURE

NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined 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.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. 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 PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT 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 IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Terrorism Coverage Premium - Refer to the Premium/Cost section of this quotation.

IN WITNESS

GREENWICH INSURANCE COMPANY

REGULATORY OFFICE
505 EAGLEVIEW BOULEVARD, SUITE 100
DEPARTMENT: REGULATORY
EXTON, PA 19341-1120
PHONE: 800-688-1840

It is hereby agreed and understood that the following In Witness Clause supercedes any and all other In Witness clauses in this policy.

All other provisions remain unchanged.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the Company.



Joseph Tocco
President



Toni Ann Perkins
Secretary



Regulatory Office:
 505 Eagleview Blvd. Suite 100
 Dept.: Regulatory
 Exton, PA 19341-1120
 800-688-1840

COMPANY PROVIDING COVERAGE:
Greenwich Insurance Company

**Commercial Excess/Umbrella Liability Certificate Holder
 Declarations**

(If coverage listed in the schedule of underlying insurance of this policy applies on a claims-made basis, then this policy shall apply claims-made subject to the retroactive date stated in Item 5 of this declarations page.)

Certificate Number: PPP7496057
 This Certificate Forms a Part of Master Policy Number: PPP744000010
 Renewal of Certificate Number: N/A
 Renewal of Master Policy Number: N/A

1. **Certificate Holder** University Square Owners Association
 Address: 19500 Monterey Road, Suite B
 City/State/Zip: Morgan Hill, CA 95037
Certificate Holder is: Individual Partnership Corporation Joint Venture
 Other (describe) _____

2. Certificate Period:
 From: 05/01/2023 To: 05/01/2024
 12:01 A.M. standard time at your mailing address shown above.

3. Certificate Premium: \$ \$1426.00

3a. Certificate Premium For Certified Acts of Terrorism: Included In Certificate Premium Above

3b. Surcharge: \$ _____

4. Limits of Insurance:
 (a) Each **Occurrence** \$ 5,000,000
 (b) **Products Completed Work Hazard**
 Aggregate (Where applicable) \$ 5,000,000
 (c) General Aggregate \$ 5,000,000
 (d) Self-Insured Retention or Retained Limit \$ 0 Occurrence

5. Retroactive Date Where applicable:
 As per Schedule of Underlying Insurance (applicable to **Claims Made** Coverages)



Regulatory Office:
 505 Eagleview Blvd. Suite 100
 Dept.: Regulatory
 Exton, PA 19341-1120
 800-688-1840

COMPANY PROVIDING COVERAGE:
Greenwich Insurance Company

Commercial Excess Follow Form And Umbrella Liability Policy Certificate Holder Schedule Of Underlying Insurance

Effective Date Of This Schedule: 05/01/2023		Attached To And Forming Part Of Certificate Number: PPP7496057	
UNDERLYING INSURER	TYPE OF COVERAGE	LIMITS OF LIABILITY	
a. Name: Great American Alliance Company Policy Number: TBD Term: 05/01/2023 to 05/01/2024	Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence	\$ 1,000,000 each Occurrence \$ 2,000,000 General Aggregate (Other than Products Completed Operations) \$ 2,000,000 Product Completed Operations Aggregate \$ 1,000,000 Personal and Advertising Injury	
b. Name: Great American Alliance Company Policy Number: TBD Term: 05/01/2023 to 05/01/2024	Automobile Liability	1,000,000 Combined Single Limit HNOA ONLY	
c. Name: Excluded Policy Number: Term:	Employers' Liability	Coverage B – Employers' Liability Bodily Injury by Accident \$ _____ each Accident Disease Bodily Injury by Disease \$ _____ each Policy Bodily Injury by Disease \$ _____ each Employee	
d. Name: CNA Policy Number: TBD Term: 05/01/2023 to 05/01/2024	Directors & Officers Liability <input checked="" type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	\$ 1,000,000 each Occurrence \$ 1,000,000 Aggregate	

UNDERLYING INSURER	TYPE OF COVERAGE	LIMITS OF LIABILITY
e. Name: Excluded Policy Number: Term: to	Stop Gap Employers' Liability	Bodily Injury by Accident \$ _____ each Accident Disease Bodily Injury by Disease \$ _____ Each Policy Bodily Injury by Disease \$ _____ each Employee
f. Name: Policy Number: Term:	Garage Keepers Legal Liability	\$ _____ Each Occurrence
g. Name: Policy Number: Term:	Liquor Liability	\$ _____ Each Common Cause \$ _____ Aggregate Limit \$ _____ Each Occurrence
h. Name: Excluded Policy Number: Term: To	Garage Keepers Legal Liability <input checked="" type="checkbox"/> Occurrence	\$ _____ \$ _____ \$ _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

PURCHASING GROUP CONVERSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGE PART

As to coverage provided by an individual Certificate of Insurance:

1. The Master Policy Holder shown on the Master Policy is the Preferred Property Program, Inc., The individual certificate holder named on the individual declarations (you), shall mean the individual Named Insured Certificate Holder member of the Preferred Property Program, Inc., shown on each individual Certificate of Insurance.
2. The policy period shown on an individual Certificate of Insurance is the period that the insurance is in force for that individual Certificate Holder, regardless of the policy period of the Master Policy; provided however, that in no event shall the expiration date of the individual Certificate of Insurance be later than the expiration date of the Master Policy.
3. Any reference to 'policy number' in a Schedule, form or endorsement, shall mean the individual Certificate Number.
4. Limits of Insurance – applies to each Certificate of Insurance
5. The **HOW MUCH WE PAY** Section applies individually to each Certificate of Insurance.
6. Any Schedule, form or endorsement shown on an individual Certificate of Insurance or made part thereof, only applies to coverage under that Certificate of Insurance.
7. Any notices sent by "us" will be sent to the Master Policy Holder, including notice of cancellation or nonrenewal. The policy provisions are amended accordingly.
8. The **HOW MUCH WE PAY** Section is amended as follows with the addition of the following wording: With respect to Coverage E only, if a policy listed in the Schedule of Underlying Insurance contains aggregate limits, other than an aggregate limit applying to the Products-Completed Operations, the General Aggregate stated in Item 4(c) of the Certificate Holder Declarations will apply in the same manner as such other aggregate limits of each policy listed in the Schedule of Underlying Insurance.

FORMS SCHEDULE

POLICY NUMBER: PPP7496057
POLICY PERIOD: 5/1/2023 to 5/1/2024
NAMED INSURED: University Square Owners Association

Name	Description
CoverPage	COVER PAGE
PN CW 05 0519	NOTICE TO POLICYHOLDERS U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")
PN CW 01 0123	NOTICE TO POLICYHOLDERS FRAUD NOTICE
PN CW 02 0119	NOTICE TO POLICYHOLDERS PRIVACY POLICY
PN 161 12 20 T	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE
PN 104 12 20 T	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE
IL MP 9104 0314 GIC	IN WITNESS - GREENWICH INSURANCE COMPANY
GXJU 000 0119	COMMERCIAL EXCESS/UMBRELLA LIABILITY CERTIFICATE HOLDER DECLARATIONS
GXJU 300 0119	COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY POLICY CERTIFICATE HOLDER SCHEDULE OF UNDERLYING INSURANCE
GXJU 408 0913	PURCHASING GROUP CONVERSION ENDORSEMENT
XAI 300 10 06	FORMS SCHEDULE
CU 0001 09 10	COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGE
GXJU 301 0913	CERTIFICATE HOLDER AND LOCATIONS
CU 0730 09 10	EXCLUSION -- UMBRELLA LIABILITY COVERAGE U
GXJU 400 0721	CLAIM REPORTING PROVISIONS COVERAGES E AND U
GXJU 401 0913	COVERAGE X -- DISASTER EVENT RESPONSE EXPENSE
GXJU 404 0913	EMPLOYMENT PRACTICES LIABILITY FOLLOW FORM COVERAGE E
GXJU 600 0913	EXCLUSION -- CONTAMINATED DRYWALL COVERAGES E AND U
GXJU 605 0913	EXCLUSION -- EARTH MOVEMENT COVERAGES E AND U
GXJU 606 0913	EXCLUSION -- ERRORS AND OMISSIONS LIABILITY COVERAGE E
GXJU 609 0913	EXCLUSION -- TOTAL POLLUTION WITH CERTAIN EXCEPTIONS COVERAGE E
GXJU 613 0913	CONSTRUCTION AND PRODUCT EXCLUSION -INCLUDING CONSTRUCTION DEFECTS WITH LIMITED EXCEPTION
GXJU 409 0614	AMENDED DEFINITION PERSONAL AND ADVERTISING INJURY COVERAGES E AND U
CU 0105 10 13	AMENDATORY ENDORSEMENT CALIFORNIA
CU 0702 09 10	EXCLUSION -- FUNGUS OR RELATED PERILS COVERAGES E AND U
CU 0403 09 14	EXCLUSION - DATA BREACH LIABILITY COVERAGES E AND U
CU 1301 01 15	CERTIFIED TERRORISM LOSS
CU 0728 09 10	EXCLUSION -- COMMUNICABLE DISEASE COVERAGES E AND U
CU 0735 09 10	EXCLUSION -- PROPERTY IN YOUR CUSTODY COVERAGES E AND U
CU 0705 09 10	EXCLUSION -- EXTERIOR INSULATION AND FINISH SYSTEMS COVERAGES E AND U
CU 1010 09 10	AMENDED DEFINITION NEW ENTITIES ARE NOT INSURED COVERAGES E AND U
PN CA 02 0119	IMPORTANT INFORMATION TO POLICYHOLDERS - CALIFORNIA

COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGE

(THIS POLICY MAY INCLUDE CLAIMS-MADE COVERAGE)

The following Table of Contents shows how this policy is organized. It will help "you" locate particular sections of this form.

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A state-specific amendatory endorsement applies to this policy. Other endorsements and schedules may also apply. They are identified on the "declarations".

Refer to the Definitions for words and phrases that have special meaning. These words and phrases are shown in quotation marks.

AGREEMENT

Subject to all the "terms" that apply, and in return for "your" payment of the required premium, "we" provide the coverages described in this policy.

DEFINITIONS

1. "You" and "your" --
 - a. "You" and "your" mean the person, persons, entity, or organization named as the insured on the "declarations".
 - b. Except with respect to any applicable "terms" of this policy that address cancellation, nonrenewal, renewal, or premium, "you" and "your" also include any organization (other than a joint venture, partnership, or limited liability company) newly acquired or formed by the person, persons, entity, or organization named as the insured on the "declarations" and over which such person, persons, entity, or organization maintains ownership or a majority interest.

However, "you" and "your" do not include any such organization:

 - 1) if there is other similar insurance available to it;
 - 2) after 90 days immediately following the acquisition or formation of the organization or the end of the policy period, whichever is earlier;
 - 3) with respect to "bodily injury" or "property damage" that occurred prior to the acquisition or formation of the organization; or
 - 4) with respect to "personal and advertising injury" arising out of an offense committed prior to the acquisition or formation of the organization.
2. The words "we", "us", and "our" mean the company providing this coverage.

3. "Advertisement" means a public notice or announcement, including but not limited to one found in electronic communication or on the Internet, offering "your" goods, products, or services:

- a. for sale, rent, lease, or other purpose to potential buyers, clients, customers, or patrons; or
- b. for promotion to and consideration by potential supporters.

With respect to "advertisements" that appear on websites, only that part of a website that offers "your" goods, products, or services:

- a. for sale, rent, lease, or other purpose to potential buyers, clients, customers, or patrons; or
- b. for promotion to and consideration by potential supporters;

is considered an "advertisement".

4. "Auto" means:

- a. a land motor vehicle, a trailer, or a semi-trailer which is designed for travel on public roads, including attached machinery and equipment; or
- b. any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. "Bodily injury" means bodily harm, sickness, or disease sustained by a person. "Bodily injury" includes death that results at any time from bodily harm, sickness, or disease.

However, "bodily injury" does not include mental or emotional injury, suffering, or distress that does not result from physical injury, sickness, or disease.

6. "Claims-made" means liability insurance coverage provisions that apply to a claim for injury or damage if:
- a. the claim is first made against an "insured" during the policy period or an extended reporting period; and
 - b. the injury or damage occurs on or after the retroactive date shown on the declarations of the "claims-made" policy and prior to the termination of the policy period of that insurance.
7. "Coverage territory" --
- a. Under Coverage E -- Excess Liability, "coverage territory" means those countries, territories, possessions, international waters, airspace, and other parts of the world that fall within the coverage territory recognized by the applicable "underlying insurance".
 - b. Under Coverage U -- Umbrella Liability, "coverage territory" means the world except for any foreign country, nation, or jurisdiction upon which the United States of America has imposed an embargo or other economic sanctions.
8. "Covered contract" --
- a. "Covered contract" means:
 - 1) a lease of premises;
 - 2) an easement or license agreement.

However, this does not include an agreement in connection with any construction or demolition operation within 50 feet of a railroad;

 - 3) a responsibility to indemnify a municipality if required by an ordinance.

However, this does not apply in connection with work done for the municipality;

 - 4) a sidetrack agreement;
 - 5) an elevator maintenance agreement;

or
 - b. any part of any other contract or agreement relating to the conduct of "your" business (including an indemnification of a municipality in connection with work done for the municipality) under which "you" assume the tort liability of another person or organization to pay "damages" because of "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- 6) any part of any other contract or agreement relating to the conduct of "your" business (including an indemnification of a municipality in connection with work done for the municipality) under which "you" assume the tort liability of another person or organization to pay "damages" because of "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- b. However, "covered contract" 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 railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass, or crossing;
 - 2) that indemnifies any person or organization for damage by fire to premises rented or loaned to "you";
 - 3) that indemnifies an architect, engineer, or surveyor for injury or damage arising out of:
 - a) preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs, or specifications; or
 - b) giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - 4) under which the "insured", if an architect, engineer, or surveyor, assumes liability for injury or damage arising out of the "insured's" rendering or failing to render professional services, including those listed in 3)a) above, and supervisory, inspection, or engineering services.

9. "Damages" means compensation in the form of money for a person or organization who claims to have suffered an injury.
10. "Data records" means files, documents, and information in an electronic format that are stored on instruments used with computer hardware, networks, or other computer programs and applications, including those used with electronically controlled equipment.
11. "Declarations" are all pages labeled "declarations", supplemental declarations, or schedules, which pertain to this policy.
12. "Designated insured" means:
- a. all individuals listed in b.1), b.2), b.3), b.4), and b.5) of the definition of "insured"; and
 - b. any "employee" who is authorized to give or receive notice of an "occurrence" or a claim.
13. "Employee" includes a "leased worker".
- However, "employee" does not include a "temporary worker".
14. "Executive officer" means a person holding any of the officer positions created by "your" charter, constitution, by-laws, or any other similar governing document.
15. "Impaired property" means tangible property other than "products" or "your work":
- a. that is less useful or no longer useable because:
 - 1) it includes "products" or "your work" that is, or is believed to be, deficient or dangerous; or
 - 2) "you" failed to carry out the terms of a contract or agreement; and
 - b. which can be restored to use by:
 - 1) the repair, replacement, adjustment, or removal of "products" or "your work"; or
 - 2) "your" fulfilling the terms of the contract or agreement.
16. "Indemnitee" means a person or organization for whom an "insured" has assumed liability for "damages" due to "bodily injury" or "property damage" under a "covered contract".
17. "Insured" --
- a. Under Coverage E -- Excess Liability, "insured" means:
 - 1) "you"; and
 - 2) persons or organizations included as "insureds" or additional insureds in "underlying insurance".However, such persons or organizations are "insureds" under the "terms" of this policy only to the extent that they are covered by "underlying insurance".
 - b. Under Coverage U -- Umbrella Liability, "insured" means:
 - 1) "you" and "your" spouse, but only with respect to the conduct of a business of which "you" are the sole owner, if "you" are shown on the "declarations" as an individual;
 - 2) "you" and "your" partners or members and their spouses, but only with respect to the conduct of "your" business, if "you" are shown on the "declarations" as a partnership or joint venture;
 - 3) "you" and "your" members, but only with respect to the conduct of "your" business, if "you" are shown on the "declarations" as a limited liability company. "Your" managers are also "insureds", but only with respect to their duties as managers;
 - 4) "you" and "your" trustees, but only while acting within the scope of their duties as trustees, if "you" are shown on the "declarations" as a trust; or

- 5) "you" and "your" "executive officers" and directors, but only while acting within the scope of their duties as "executive officers" or directors, if "you" are shown on the "declarations" as an organization other than a partnership, joint venture, or limited liability company. "Insured" also includes "your" stockholders, but only for their liability as stockholders.

c. Under Coverage U, "insured" also means:

- 1) any person or organization, except "your" "employee" or "volunteer worker", while acting as "your" real estate manager;
- 2) if "you" die during the policy period, "your" legal representative while acting within the scope of such duties, or a person or organization who has temporary custody of "your" property with respect to liability arising out of the maintenance or use of that property until "your" legal representative is appointed. "Your" legal representative has all of "your" rights and duties under this coverage; and
- 3) "your" "employees" for acts within the scope of their employment by "you", and "your" "employees" and "volunteer workers" while in the course of performing duties related to the conduct of "your" business.

However, this does not include "your" managers if "you" are a limited liability company or "your" "executive officers" if "you" are an organization other than a partnership, joint venture, or limited liability company.

None of these "employees" or "volunteer workers" are "insureds" for:

- a) "bodily injury" or "personal and advertising injury":

- (1) to "you", to "your" partners or members (if "you" are a partnership or joint venture), to "your" members (if "you" are a limited liability company), to fellow "employees" while in the course of employment or while 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;
- (2) to a spouse, child, parent, brother, or sister of that injured fellow "employee" or "volunteer worker" as described in a)(1) above; or
- (3) for which there is an obligation to fully or partially reimburse a third party for "damages" arising out of injury described in a)(1) or a)(2) above; or

- b) "property damage" to property owned by; occupied by; used by; rented to; loaned to; in the care, custody, or control of; or over which physical control is being applied by "you", "your" "employees", "your" "volunteer workers", any of "your" partners or members (if "you" are a joint venture or a partnership), or any of "your" members (if "you" are a limited liability company).

No person or organization is an "insured" with respect to the conduct of a current or past partnership, joint venture, or limited liability company that is not named on the "declarations" as an "insured".

18. "Leased worker" means a person whom "you" lease from a labor leasing firm under a contract or agreement to perform duties related to the conduct of "your" business.

- However, "leased worker" does not include a "temporary worker".
19. "Limit" means the amount of coverage that applies.
20. "Loading or unloading" --
- a. "Loading or unloading" means the handling of property:
- 1) starting after it is removed from the point where it has been accepted for transit by "auto", aircraft, or watercraft;
 - 2) continuing while it is in or on such vehicle; and
 - 3) ending when it has been removed from the vehicle to the point of final delivery.
- b. "Loading or unloading" includes the movement of property by a mechanical device, but only if the mechanical device is:
- 1) a hand truck; or
 - 2) attached to the transporting vehicle.
21. "Mobile equipment" --
- a. "Mobile equipment" means land vehicles, including attached machinery or equipment, that meet one or more of the following criteria:
- 1) those which are used only on premises (including adjoining ways) owned by or rented to "you";
 - 2) those which are designed primarily for use off public roads, including bulldozers, farm machinery, and forklifts;
 - 3) those which travel on crawler treads;
 - 4) those, whether self-propelled or not, designed or used primarily to afford mobility to the following types of equipment, which must be a part of or be permanently attached to such vehicle:
 - a) power cranes, shovels, loaders, diggers, or drills; and
 - b) graders, scrapers, rollers, and other road construction or repair equipment;
- 5) those not described in a.1), a.2), a.3), or a.4) above which are not self-propelled, but are used primarily to afford mobility to the following types of permanently attached equipment:
 - a) air compressors, pumps, and generators (this includes spraying, welding, and building cleaning equipment);
 - b) geophysical exploration, lighting, and well servicing equipment; and
 - c) cherry pickers and similar devices used to raise and lower workers; or
- 6) those not described in a.1), a.2), a.3), or a.4) above which are primarily maintained for other than the purpose of transporting persons or cargo.
- b. However, "mobile equipment" does not include self-propelled vehicles with the following types of permanently attached equipment:
- 1) equipment designed primarily for snow removal, street cleaning, or road maintenance other than road construction or resurfacing;
 - 2) cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers;
 - 3) air compressors, pumps, and generators (this includes spraying, welding, and building cleaning equipment); or
 - 4) geophysical exploration, lighting, and well servicing equipment.
- The vehicles described in b. above are considered "autos".

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

22. "Occurrence" means an accident and includes continuous or repeated exposures to similar conditions.
23. "Personal and advertising injury" means injury, including "bodily injury" that is a consequence thereof, arising out of one or more of the following offenses:
- a. oral or written publication, including electronic publication, of material that:
 - 1) slanders or libels a person or organization;
 - 2) disparages a person's or organization's goods, products, or services; or
 - 3) violates a person's right of privacy;
 - b. false arrest, detention, or imprisonment;
 - c. malicious prosecution;
 - d. misappropriation of advertising ideas in "your" "advertisement";
 - e. infringement of the copyright, slogan, or trade-dress of another in "your" "advertisement"; or
 - f. wrongful entry into, wrongful eviction from, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies. This offense must be committed by or on behalf of the owner, landlord, or lessor of the room, dwelling, or premises.

24. "Pollutant" means:

- a. any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be recycled, reclaimed, reconditioned, or disposed of; or
- b. electrical, magnetic, or electromagnetic particles and fields, whether visible or invisible, and sound.

25. "Products" --

- a. "Products" means goods or products manufactured, sold, handled, distributed, or disposed of by "you", others trading under "your" name, or a person or organization whose business assets "you" have acquired.
- b. "Products" includes:
 - 1) warranties or representations made at any time regarding the quality, fitness, durability, performance, or use of "products";
 - 2) containers (other than vehicles), materials, parts, or equipment furnished in connection with such "products"; and
 - 3) providing or failing to provide warnings or instructions.
- c. However, "products" does not include:
 - 1) vending machines or other property that is rented to or placed for the use of others, but not sold; or
 - 2) real property.

26. "Products/completed work hazard" --

- a. "Products hazard" includes "bodily injury" or "property damage" occurring away from premises "you" own or rent and arising out of "products" after physical possession of the "products" has been relinquished to others.

- b. "Completed work hazard" includes "bodily injury" or "property damage" occurring away from premises "you" own or rent and arising out of "your work".

However, it does not include work that has not been completed or that has not been abandoned.

"Your work" is deemed completed at the earliest of the following times:

- 1) when all work specified in "your" contract has been completed;
- 2) when all work to be done at a job site has been completed if "your" contract includes work at more than one job site; or
- 3) when that part of the work 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 which requires further service, maintenance, correction, repair, or replacement because of defect or deficiency, but which is otherwise complete, will be deemed completed.

- c. However, neither the "products hazard" nor the "completed work hazard" includes "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 by or operated by "you", and that condition was created by any "insured's" "loading or unloading" of the vehicle;
 - 2) the presence of tools, uninstalled equipment, or abandoned or unused materials; or
 - 3) "products" or operations for which the classification on the declarations of a policy of "underlying insurance" specifies "including Products/Completed Work".

27. "Property damage" --

- a. "Property damage" means:

- 1) physical injury to or destruction of tangible property, including loss of use of that property. Loss of use is deemed to occur at the time of the physical injury that caused it; or
- 2) the loss of use of tangible property that has not been physically damaged. Loss of use is deemed to occur at the time of the "occurrence" that caused it.

Except with respect to coverage provided for "autos" under Coverage E, "data records" are not tangible property.

- b. With respect to the ownership, maintenance, or use of "autos" covered under Coverage E, "property damage" also includes any loss, cost, or expense arising out of any:

- 1) request, demand, order, statute, or regulation requiring that any "insured" or others test for, abate, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "pollutants"; or
- 2) claim or "suit" by or on behalf of any governmental authority relating to testing for, abating, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of "pollutants".

28. "Recreational vehicle" means a golf cart, snowmobile, or any other land motor vehicle designed for off-road recreational use.

29. "Self-insured retention" means the dollar amount shown on the "declarations" that will be first paid by the "insured" before this insurance becomes applicable.

30. "Silica" means silicon dioxide (SiO₂) including:
- a. crystalline silica, silica dust, industrial sand, silica sand, quartz, quartz dust, cristobalite, tridymite, tripoli, and silica mixed with other compounds;
 - b. amorphous silica and silica gel; and
 - c. silica dust mixed with other dust particles.
31. "Suit" means a civil proceeding or an administrative proceeding alleging "damages" for "bodily injury", "property damage", "personal and advertising injury", or any other injury or damage to which this policy applies. "Suit" includes any alternative dispute resolution proceeding or arbitration proceeding to which:
- a. any "insured" must submit in compliance with a law or regulation; or
 - b. any "insured" submits with "our" consent or the consent of the "underlying insurer".
32. "Temporary worker" means a person who is furnished to "you":
- a. as a temporary substitute for a permanent "employee" who is on a leave of absence; or
 - b. to meet seasonal or short-term workloads.
33. "Terms" means all provisions, limitations, exclusions, conditions, and definitions that apply to this Commercial Excess/Umbrella Liability Coverage.
34. "Underlying insurance" means the liability insurance coverage provided under policies shown in the Schedule of Underlying Insurance on the "declarations" for the "limits" and policy periods indicated. This includes any policies issued to replace those policies during the term of this insurance that:
- a. provide at least the same "limits"; and
 - b. provide the same hazards insured against, except as modified by general program revisions or as agreed to by "us" in writing.
35. "Underlying insurer" means any insurer that provides a policy of "underlying insurance".
36. "Volunteer worker" means a person who is not "your" "employee", donates his or her time or services, and who:
- a. acts at "your" direction and within the scope of duties "you" determine; and
 - b. is not paid a fee, salary, or other compensation for his or her time or services, other than reimbursement of out-of-pocket expenses.
- However, "volunteer worker" does not include a "leased worker" or a "temporary worker".
37. "Your work" --
- a. "Your work" means:
 - 1) work or operations performed by "you" or on "your" behalf; and
 - 2) materials, parts, and equipment supplied for such work or operations.
 - b. "Your work" includes:
 - 1) written warranties or representations made at any time regarding quality, fitness, durability, performance, or use of "your work"; and
 - 2) providing or failing to provide warnings or instructions.

COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGES

COVERAGE E -- EXCESS LIABILITY

1. Insuring Agreement

- a. "We" will pay on behalf of the "insured" those sums in excess of "underlying insurance" for which an "insured" becomes legally obligated to pay as "damages" to which this insurance applies.

"We" have the right and duty to defend the "insured" against a "suit" seeking "damages" which may be covered under Coverage E -- Excess Liability, when the "limits" of "underlying insurance" are exhausted by the payment of claims, settlements, judgments, and/or defense costs if the applicable "limit" of "underlying insurance" is reduced by the payment of defense costs.

If "we" have no duty to defend, "we" have the right to defend or the right to participate with the "insured" or any "underlying insurer" in the defense, investigation, and settlement of "suits" against the "insured" seeking "damages" to which this insurance may apply. However, "we" have no duty to defend the "insured" against a "suit" seeking "damages" to which this policy does not apply.

At "our" option, "we" may investigate any "occurrence" or offense to which this insurance applies and settle the resulting claims or "suits" for which "we" have the duty to defend.

- b. The amount "we" will pay for "damages" and/or defense costs is limited as described under How Much We Pay.
- c. "We" do not have to provide a defense after "we" have paid an amount equal to the applicable "limit" as the result of:
- 1) judgments or written settlements agreed to by "us"; and/or
 - 2) defense costs, but only if the applicable "limit" of "underlying insurance" is reduced by the payment of defense costs.

"We" have no other liability or obligation to pay sums or to provide assistance or support unless specifically provided for under Supplemental Payments.

- d. This insurance applies only to:

- 1) "bodily injury" or "property damage" that:
 - a) is caused by an "occurrence" that takes place in the "coverage territory";
 - b) occurs during the policy period of this policy; and
 - c) is covered by "underlying insurance" or that would have been covered by "underlying insurance" but for the exhaustion of "underlying insurance" "limits" by the payment of claims, settlements, judgments, and/or defense costs;
- 2) "personal and advertising injury" that:
 - a) arises out of an offense committed in the course of "your" business if the offense is committed:
 - (1) within the "coverage territory"; and
 - (2) during the policy period of this policy; and
 - b) is covered by "underlying insurance" or that would have been covered by "underlying insurance" but for the exhaustion of "underlying insurance" "limits" by the payment of claims, settlements, or judgments; and
- 3) any other injury or damage that:
 - a) arises out of a negligent act, error, omission, injury, event, incident, or offense; and

- b) is covered by "underlying insurance" or that would have been covered by "underlying insurance" but for the exhaustion of "underlying insurance" "limits" by the payment of claims, settlements, judgments, and/or defense costs;

subject to the following additional requirements:

- a) if the "underlying insurance" applies on other than a "claims-made" basis, the negligent act, error, omission, injury, event, incident, or offense must take place:

- (1) within the "coverage territory"; and
- (2) during the policy period of this policy;

- b) if the "underlying insurance" applies on a "claims-made" basis, the negligent act, error, omission, injury, event, incident, or offense must take place:

- (1) within the "coverage territory"; and
- (2) on or after the Retroactive Date, if any, shown on the "declarations" of this policy and prior to the end of the policy period of this policy; and

- c) with respect to "underlying insurance" that applies on a "claims-made" basis, the claim must be first made against an "insured" within the policy period of this policy or within an Extended Reporting Period provided by this policy as described under 1.e. below. A claim will be deemed to have been first made when one of the following occurs:

- (1) notice of such claim is received and recorded by an "insured", by an "underlying insurer", or by "us" if the "limits" of "underlying insurance" have been exhausted, whichever occurs first, if the "underlying insurance" is written on a "claims-made" and recorded basis; or
- (2) notice of such claim is received by any "insured", and is reported to "us" in writing, if the "underlying insurance" is written on any other "claims-made" basis.

All claims for "damages" because of injury to the same person or organization will be treated as if they were made at the time the first claim is made against any "insured", regardless of the number of claims submitted.

e. Extended Reporting Periods

- 1) If "underlying insurance" written on a "claims-made" basis, as described under 1.d.3)b) and 1.d.3)c) above, provides one or more Extended Reporting Periods without additional premium charge, then Coverage E -- Excess Liability will also provide corresponding Extended Reporting Periods that are subject to the same terms as such Extended Reporting Periods of the "underlying insurance". The coverage provided by the Extended Reporting Periods of Coverage E -- Excess Liability will be excess over the coverage provided by such extended reporting periods of the "underlying insurance".

- If "underlying insurance" requires a written request from "you" for an Extended Reporting Period to be provided by endorsement and for an additional charge, then for a corresponding Extended Reporting Period to apply under this policy, "we" must also receive a written request from "you" within the same period of time as specified by "underlying insurance", and "you" must pay any additional premium to "us" when due.
- 2) If "underlying insurance" written on a "claims-made" basis, as described under 1.d.3)b) and 1.d.3)c) above, does not provide an Extended Reporting Period, "you" may purchase an Extended Reporting Period of Coverage E -- Excess Liability if:
- a) "you" elect to cancel or not renew this Commercial Excess/Umbrella Liability Coverage;
 - b) "we" cancel this Commercial Excess/Umbrella Liability Coverage for any reason other than "your" nonpayment of premium;
 - c) "we" elect not to renew this Commercial Excess/Umbrella Liability Coverage;
 - d) "we" renew or replace this Commercial Excess/Umbrella Liability Coverage with other excess coverage that:
 - (1) provides "claims-made" coverage; and
 - (2) has a Retroactive Date later than the one shown on the "declarations" of this Commercial Excess/Umbrella Liability policy; or
- e) "we" renew or replace this Commercial Excess/Umbrella Liability Coverage with other excess insurance that does not provide coverage on a "claims-made" basis.
- 3) The following additional provisions apply with respect to any Extended Reporting Periods provided under Coverage E -- Excess Liability:
- a) The Extended Reporting Period applies to claims for injury that take place on or after the Retroactive Date, if any, shown on the "declarations" of this policy and before the end of this policy period.
 - b) The Extended Reporting Period of this policy does not change the policy period of this policy or alter the scope of coverage.
 - c) Extended Reporting Periods may not be canceled once in effect.
 - d) Except with respect to an Extended Reporting Period provided by endorsement for an additional premium charge, Extended Reporting Periods will not reinstate or increase the "limits" of insurance applicable to any claim to which this Commercial Excess/Umbrella Liability Coverage applies.
- 4) The Extended Reporting Period described under 1.e.2) above is available by endorsement, for an additional charge. The charge for the Extended Reporting Period will not exceed 200% of the annual premium charge for the "claims-made" coverage provided by this Commercial Excess/Umbrella Liability Coverage. In order to purchase the Extended Reporting Period, "you" must send "us" a written request for this coverage option not later than 30 days after the end of the policy period, or not later than 30 days after the effective date of cancellation, whichever comes first.

- The Extended Reporting Period will not go into effect unless the additional premium is paid by the due date. Once the additional premium due for the Extended Reporting Period has been paid, the premium will be considered to be fully earned.
- 5) The Extended Reporting Period described under 1.e.2) above starts at the end of the policy period and lasts for three years, unless a different number of years is indicated on the Extended Reporting Period Endorsement Schedule. It applies only to claims subject to the following requirements:
- a) the act, error, omission, injury, event, incident, or offense took place in the "coverage territory";
 - b) the act, error, omission, injury, event, incident, or offense began on or after any Retroactive Date shown in the "declarations" and before the end of the policy period that applies to this coverage; and
 - c) a claim is first made against an "insured" during the Extended Reporting Period.
- 6) The Extended Reporting Period described under 1.e.2) above is subject to a separate aggregate "limit" of insurance, equal in amount to the General Aggregate Limit dollar amount shown in the "declarations". The Extended Reporting Period Aggregate Limit applies to the entire term of the Extended Reporting Period, regardless of the number of years the Extended Reporting Period is in effect.
- f. "Damages" due to "bodily injury" include "damages" claimed by any person or organization for care, loss of services, or death that may result at any time from such "bodily injury".
- g. If a contract or agreement requires that coverage be provided to an "insured" who is an additional insured covered by "underlying insurance", the most "we" will pay on behalf of the additional insured is the "limit" required by the contract or agreement, less any amounts payable by any "underlying insurance".
- h. When injury or damage arising out of an exposure covered by "underlying insurance" is subject to a separate "limit" under the terms of that coverage, this Commercial Excess/Umbrella Liability Coverage will apply to injury or damage arising out of that exposure only if the separate "limit" is shown in the Schedule of Underlying Insurance.
- i. The terms, definitions, conditions, and exclusions of the policies of "underlying insurance" govern the coverage provided under Coverage E -- Excess Liability, except for provisions pertaining to premium, right of recovery, cancellation or nonrenewal, insurance under more than one policy, defense, "limits", any agreement to renew, and the "terms" of this coverage.
2. Exclusions
- "We" do not pay for:
- a. injury or damage that is not covered by "underlying insurance" for any reason other than exhaustion of its "limit".
 - b. a claim based on violation of the responsibilities, obligations, or duties imposed on fiduciaries by the Employee Retirement Income Security Act of 1974 as amended and any similar federal, state, or local laws, statutes, or regulations.
 - c. "bodily injury" if benefits are provided or are required to be provided by the "insured" under a workers' compensation, disability benefits, occupational disease, unemployment compensation, or like law.

- d. "bodily injury" sustained by an "employee" of the "insured" arising out of and in the course of employment as a master or member of the crew of any vessel.
- e. liability imposed by automobile no-fault laws or any similar laws; uninsured motorist or underinsured motorist laws; first party physical damage coverage; personal injury protection; or automobile medical payments coverage.
- f. "bodily injury" or "property damage" arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, or emission of "pollutants".

However, this exclusion does not apply to "bodily injury" or "property damage" that is covered by "underlying insurance" or that would have been covered but for the exhaustion of the "limits" of the "underlying insurance". The coverage provided by this policy will be subject to the provisions, exclusions, and limitations of the "underlying insurance".

- g. "personal and advertising injury" arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, or emission of "pollutants" at any time.
- h. any loss, cost, or expense arising out of any:
 - 1) request, demand, order, statute, or regulation requiring that any "insured" or others test for, abate, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "pollutants"; or
 - 2) claim or "suit" by or on behalf of any governmental authority relating to testing for, abating, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of "pollutants".

However, this exclusion does not apply to any loss, cost, or expense that is covered by "underlying insurance" or that would have been covered but for the exhaustion of the "limits" of the "underlying insurance". The coverage provided by this policy will be subject to the provisions, exclusions, and limitations of the "underlying insurance".

- i. "bodily injury" or "property damage" arising out of the use of "autos", "mobile equipment", watercraft, aircraft, or "recreational vehicles" in, or in the practice for, or the preparation for, prearranged professional or organized racing, speed, pulling or pushing, demolition, or stunt activities or contests.
- j. "bodily injury", "property damage", "personal and advertising injury", or any other injury that is covered by "underlying insurance", including on a "claims-made" basis, arising directly or indirectly out of violations of or alleged violations of:
 - 1) the Telephone Consumer Protection Act (TCPA), including any amendments thereto, and any similar federal, state, or local laws, ordinances, statutes, or regulations;
 - 2) the CAN-SPAM Act of 2003, including any amendments thereto, and any similar federal, state, or local laws, ordinances, statutes, or regulations;
 - 3) the Fair Credit Reporting Act (FCRA), including any amendments thereto, such as the Fair and Accurate Credit Transaction Act (FACTA), and any similar federal, state, or local laws, ordinances, statutes, or regulations; or
 - 4) any other federal, state, or local law, regulation, statute, or ordinance that restricts, prohibits, or otherwise pertains to the collecting, communicating, recording, printing, transmitting, sending, disposal, or distribution of material or information.

- k. "bodily injury" or "personal and advertising injury":
- 1) to a person arising out of any:
 - a) refusal to employ that person;
 - b) termination of employment of that person; or
 - c) coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, malicious prosecution, discrimination, sexual misconduct, or other employment-related practices, policies, acts, or omissions directed towards that person; or
 - 2) to a spouse, child, parent, brother, or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person as a result of employment-related practices described in 1)a), 1)b), or 1)c) above.

This exclusion applies whether the injury as a result of 1)a), 1)b), or 1)c) above occurs before, during, or after employment of that person.

This exclusion applies where the "insured" is liable either as an employer or in any other capacity or there is an obligation to fully or partially reimburse a third party for "damages" arising out of 1)a), 1)b), 1)c), or 2) above.

- l. "bodily injury", "property damage", or "personal and advertising injury" caused directly or indirectly by the following:
- 1) war, including undeclared or civil war;
 - 2) warlike action by a military force, including action that is 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.

- m. any loss, cost, expense, or "damages" arising out of damage to, corruption of, loss of use or function of, or inability to access, change, or manipulate "data records".

However, this exclusion does not apply if such loss, cost, expense, or "damages" is covered by "underlying insurance" or would have been covered but for the exhaustion of the "limits" of the "underlying insurance". The coverage provided by this policy will be subject to the provisions, exclusions, and limitations of the "underlying insurance".

- n. any of the following:
- 1) "bodily injury" arising out of the actual, alleged, or threatened ingestion, inhalation, or absorption of lead;
 - 2) "property damage" arising out of the actual, alleged, or threatened contact with, existence of, exposure to, or presence of lead;
 - 3) "personal and advertising injury" arising out of the actual, alleged, or threatened ingestion of, inhalation of, absorption of, contact with, existence of, exposure to, or presence of lead;
 - 4) any other injury that is covered by "underlying insurance", including on a "claims-made" basis, arising out of the actual, alleged, or threatened ingestion of, inhalation of, absorption of, contact with, existence of, exposure to, or presence of lead;
 - 5) any loss, cost, or expense arising out of any request, demand, order, statute, or regulation that any "insured" or others test for, abate, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of lead; or

- 6) any loss, cost, or expense arising out of any claim or "suit" by or on behalf of any governmental authority relating to testing for, abating, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of lead.
- o. any of the following:
 - 1) "bodily injury" arising out of the actual, alleged, or threatened ingestion, inhalation, or absorption of "silica";
 - 2) "property damage" arising out of the actual, alleged, or threatened contact with, existence of, exposure to, or presence of "silica";
 - 3) "personal and advertising injury" arising out of the actual, alleged, or threatened ingestion of, inhalation of, absorption of, contact with, existence of, exposure to, or presence of "silica";
 - 4) any other injury that is covered by "underlying insurance", including on a "claims-made" basis, arising out of the actual, alleged, or threatened ingestion of, inhalation of, absorption of, contact with, existence of, exposure to, or presence of "silica";
 - 5) any loss, cost, or expense arising out of any request, demand, order, statute, or regulation that any "insured" or others test for, abate, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "silica"; or
 - 6) any loss, cost, or expense arising out of any claim or "suit" by or on behalf of any governmental authority relating to testing for, abating, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of "silica".
- p. any of the following:
 - 1) "bodily injury" arising out of the actual, alleged, or threatened ingestion, inhalation, or absorption of asbestos, asbestos products, asbestos fibers, or asbestos dust;
 - 2) "property damage" arising out of the actual, alleged, or threatened contact with, existence of, exposure to, or presence of asbestos, asbestos products, asbestos fibers, or asbestos dust;
 - 3) "personal and advertising injury" arising out of the actual, alleged, or threatened ingestion of, inhalation of, absorption of, contact with, existence of, exposure to, or presence of asbestos, asbestos products, asbestos fibers, or asbestos dust;
 - 4) any other injury that is covered by "underlying insurance", including on a "claims-made" basis, arising out of the actual, alleged, or threatened ingestion of, inhalation of, absorption of, contact with, existence of, exposure to, or presence of asbestos, asbestos products, asbestos fibers, or asbestos dust;
 - 5) any loss, cost, or expense arising out of any request, demand, order, statute, or regulation that any "insured" or others test for, abate, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of asbestos, asbestos products, asbestos fibers, or asbestos dust; or
 - 6) any loss, cost, or expense arising out of any claim or "suit" by or on behalf of any governmental authority relating to testing for, abating, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of asbestos, asbestos products, asbestos fibers, or asbestos dust.
- q. medical payments coverage or medical expenses that are provided regardless of fault, whether or not covered by "underlying insurance".

COVERAGE U -- UMBRELLA LIABILITY

1. Insuring Agreement

- a. "We" will pay on behalf of the "insured" those sums in excess of:
- 1) the "self-insured retention"; or
 - 2) other insurance, excluding insurance specifically purchased by the "insured" to apply in excess of the insurance afforded by this policy, which is available to the "insured" and provides coverage with respect to injury or damage to which this policy applies;

whichever is applicable, for which an "insured" becomes legally obligated to pay as "damages" because of "bodily injury", "property damage", or "personal and advertising injury" to which this insurance applies.

"We" have the right and duty to defend the "insured" against a "suit" seeking "damages" for such "bodily injury", "property damage", or "personal and advertising injury" which may be covered under Coverage U -- Umbrella Liability.

If "we" have no duty to defend, "we" have the right to defend or the right to participate with the "insured" in the defense, investigation, and settlement of "suits" against the "insured" seeking "damages" to which this insurance may apply.

However, "we" have no duty to defend the "insured" against a "suit" seeking "damages" to which this policy does not apply.

At "our" option, "we" may investigate any "occurrence" or offense to which this insurance applies and settle the resulting claims or "suits" which "we" have the duty to defend.

- b. The amount "we" will pay for "damages" is limited as described under How Much We Pay.
- c. "We" do not have to provide a defense after "we" have paid an amount equal to the applicable "limit" as the result of:
- 1) judgments; or
 - 2) written settlements agreed to by "us".

"We" have no other liability or obligation to pay sums or to provide assistance or support unless specifically provided for under Supplemental Payments.

- d. This insurance applies only to "bodily injury" or "property damage" that:
- 1) is caused by an "occurrence" that takes place in the "coverage territory";
 - 2) occurs during the policy period of this policy; and
 - 3) is not a continuation of, resumption of, or change in "bodily injury" or "property damage" that was known by a "designated insured" prior to the inception date of the policy period.

If a "designated insured" knew, as stated under the Knowledge Of Bodily Injury Or Property Damage Condition, prior to the inception date of this policy period, that "bodily injury" or "property damage" had occurred, any continuation of, resumption of, or change in such "bodily injury" or "property damage" will be deemed to have been known by the "designated insured" prior to the inception date of this policy period.

"Bodily injury" or "property damage" that occurs during this policy period and which is not a continuation of, resumption of, or change in "bodily injury" or "property damage" which was known by a "designated insured", as stated under the Knowledge Of Bodily Injury Or Property Damage Condition, to have occurred prior to the inception date of this policy period, will include any continuation of, resumption of, or change in such "bodily injury" or "property damage" after the end of this policy period.

- e. This insurance also applies to "personal and advertising injury" arising out of an offense committed in the course of "your" business, if the offense is committed:

- 1) within the "coverage territory"; and
- 2) during the policy period of this policy.

- f. "Damages" due to "bodily injury" include "damages" claimed by any person or organization for care, loss of services, or death that may result at any time from such "bodily injury".

- g. Coverage U does not apply to claims which are covered under Coverage E or would have been covered except for exhaustion of "underlying insurance" "limits".

2. Exclusions

"We" do not pay for:

- a. "bodily injury" or "property damage":

- 1) that is expected by, directed by, or intended by the "insured"; or
- 2) which is the result of intentional and malicious acts of the "insured".

However, this exclusion does not apply to "bodily injury" that arises out of the use of reasonable force to protect people or property.

- b. "bodily injury" or "property damage" liability which is assumed by the "insured" under a contract or an agreement.

However, this exclusion does not apply to:

- 1) liability for "damages" that the "insured" would have had in the absence of the contract or agreement; or
- 2) liability for "damages" due to "bodily injury" or "property damage" assumed in a "covered contract", but only if such "bodily injury" or "property damage" occurs after the contract or agreement has been executed.

Only with respect to liability assumed in a "covered contract", "damages" due to "bodily injury" or "property damage" include reasonable attorney fees and necessary litigation costs incurred by or for an "indemnitee", if:

- a) liability to that "indemnitee" for, or for the cost of, that "indemnitee's" defense has also been assumed under the same "covered contract"; and
- b) such attorney fees and litigation costs are for the defense of that "indemnitee" against a civil or administrative proceeding, alternative dispute resolution, or arbitration proceeding alleging "damages" to which this insurance applies.

However, "damages" due to "bodily injury" or "property damage" do not include reasonable attorney fees and necessary litigation costs incurred by or for an "indemnitee" when all the requirements set forth under item 4.b. of Supplemental Payments are met.

- c. a claim based on violation of the responsibilities, obligations, or duties imposed on fiduciaries by the Employee Retirement Income Security Act of 1974 as amended and any similar federal, state, or local laws, statutes, or regulations.
- d. "bodily injury" if benefits are provided or are required to be provided by the "insured" under a workers' compensation, disability benefits, occupational disease, unemployment compensation, or like law.
- e. "bodily injury" sustained by an "employee" of the "insured" arising out of and in the course of employment as a master or member of the crew of any vessel.
- f. liability imposed by automobile no-fault laws or any similar laws; uninsured motorist or underinsured motorist laws; first party physical damage coverage; personal injury protection; or automobile medical payments coverage.
- g. "bodily injury", "property damage", or "personal and advertising injury" arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, or emission of "pollutants" at any time.
- h. any loss, cost, or expense arising out of any:
 - 1) request, demand, order, statute, or regulation that any "insured" or others test for, abate, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "pollutants"; or
 - 2) claim or "suit" by or on behalf of any governmental authority relating to testing for, abating, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of "pollutants".
- i. "bodily injury", "property damage", or "personal and advertising injury" caused directly or indirectly by the following:
 - 1) war, including undeclared or civil war;
 - 2) warlike action by a military force, including action that is hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
 - 3) insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- j. "bodily injury" or "property damage" arising out of the ownership, maintenance, use, occupancy, renting, operation, loaning, entrusting, supervision, or "loading or unloading" of "autos", aircraft, watercraft, "mobile equipment", or "recreational vehicles".
- k. "bodily injury" or "property damage" for which any "insured" may be held liable by reason of:
 - 1) causing or contributing to the intoxication of a person;
 - 2) the furnishing of alcoholic beverages to a person under the influence of alcohol or under the legal drinking age; or
 - 3) a law or regulation relating to the sale, gift, distribution, or use of alcoholic beverages.

This exclusion applies only if "you" are in the business of manufacturing, distributing, furnishing, selling, or serving alcoholic beverages.
- l. "bodily injury":
 - 1) to an "employee" of the "insured" if it arises out of and occurs in the course of employment by the "insured" or while performing duties related to the conduct of the "insured's" business; or

- 2) to a spouse, child, parent, brother, or sister as a consequence of "bodily injury" to such injured "employee".

This exclusion applies where the "insured" is liable either as an employer or in any other capacity or there is an obligation to fully or partially reimburse a third party for "damages" arising out of l.1) or l.2) above.

However, this exclusion does not apply to liability assumed by the "insured" under a "covered contract".

- m. "bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or failure to render a professional service.

- n. "bodily injury" or "personal and advertising injury":

- 1) to a person arising out of any:

- a) refusal to employ that person;
- b) termination of employment of that person; or
- c) coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, malicious prosecution, discrimination, sexual misconduct, or other employment-related practices, policies, acts, or omissions directed towards that person; or

- 2) to a spouse, child, parent, brother, or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person as a result of employment-related practices described in 1)a), 1)b), or 1)c) above.

This exclusion applies whether the injury as a result of 1)a), 1)b), or 1)c) above occurs before, during, or after employment of that person.

This exclusion applies where the "insured" is liable either as an employer or in any other capacity or there is an obligation to fully or partially reimburse a third party for "damages" arising out of 1)a), 1)b), 1)c), or 2) above.

- o. "property damage" to property owned by, occupied by, or rented by "you", including any cost or expense incurred by "you" or another person or organization, to repair, retrofit, replace, or maintain such property for any reason, including for the purpose of avoiding injury to a person or damage to another's property.

- p. "property damage" to "products" if the damage arises out of the "products" or their parts.

- q. "property damage" to that specific part of real property on which work is being performed by:

- 1) "you"; or
- 2) a contractor or subcontractor working directly or indirectly on "your" behalf;

if the "property damage" arises out of such work.

However, this exclusion does not apply with respect to liability assumed under a sidetrack agreement.

- r. "property damage" to that specific part of any property that must be restored, repaired, or replaced because "your work" that was performed on the property was faulty.

However, this exclusion does not apply to:

- 1) "property damage" included within the "products/completed work hazard"; or
- 2) liability assumed under a sidetrack agreement.

- s. "property damage" to personal property in the care, custody, or control of an "insured".

However, this exclusion does not apply with respect to liability assumed under a sidetrack agreement or a written trailer interchange agreement.

- t. "property damage" to property that has not been physically injured or destroyed, or to "impaired property", arising out of:

- 1) a delay or failure to perform a contract or agreement as specified in its terms by "you" or one acting on "your" behalf; or
- 2) a defect, deficiency, inadequacy, or unsafe condition in "your work" or "products".

However, this exclusion does not apply to the loss of use of other property resulting from sudden and accidental physical injury or destruction of "your work" or "products" after having been put to its intended use.

- u. "property damage" to property loaned to "you".

However, this exclusion does not apply with respect to liability assumed under a sidetrack agreement or a written trailer interchange agreement.

- v. "property damage" to premises "you" abandon, sell, or give away, if such "property damage" originates from any part of the premises.

However, this exclusion does not apply if the premises are "your work" and were never rented, held for rental, or occupied by "you".

- w. any loss, cost, or expense incurred by "you" or any other person or organization arising out of the loss of use, disposal, withdrawal, recall, inspection, repair, replacement, adjustment, or removal of "your work", "products", or "impaired property". This applies if "your work", "products", or "impaired property" is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, or unsafe condition in such work, "products", or "impaired property".

- x. any loss, cost, expense, or "damages" arising out of damage to, corruption of, loss of use or function of, or inability to access, change, or manipulate "data records".

- y. "property damage" to "your work" if the "property damage" arises out of "your work" or any part of it and is included in the "products/completed work hazard".

However, this exclusion does not apply if damage to the work or the part of the work out of which the damage arises was performed by a subcontractor on "your" behalf.

- z. "bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of violations of or alleged violations of:

- 1) the Telephone Consumer Protection Act (TCPA), including any amendments thereto, and any similar federal, state, or local laws, ordinances, statutes, or regulations;
- 2) the CAN-SPAM Act of 2003, including any amendments thereto, and any similar federal, state, or local laws, ordinances, statutes, or regulations;
- 3) the Fair Credit Reporting Act (FCRA), including any amendments thereto, such as the Fair and Accurate Credit Transaction Act (FACTA), and any similar federal, state, or local laws, ordinances, statutes, or regulations; or

- 4) any other federal, state, or local law, regulation, statute, or ordinance that restricts, prohibits, or otherwise pertains to the collecting, communicating, recording, printing, transmitting, sending, disposal, or distribution of material or information.
- aa. "personal and advertising injury" arising out of an act committed by or directed by the "insured" who knew that "personal and advertising injury" would occur as a result of the act.
- bb. "personal and advertising injury" arising out of a criminal act committed by or directed by the "insured".
- cc. "personal and advertising injury" arising out of:
- 1) oral or written publication of material done by or at the direction of the "insured" who knew it was false; or
 - 2) oral or written publication of material that took place prior to the beginning of the policy period.
- dd. "personal and advertising injury" arising out of breach of contract, other than using the advertising ideas of another in "your" "advertisement" under an implied contract.
- ee. "personal and advertising injury" arising out of the failure of goods, "products", or services to conform with quality or performance as stated in "your" "advertisement".
- ff. "personal and advertising injury" arising out of an offense committed by an "insured" whose business is:
- 1) advertising, broadcasting, publishing, or telecasting;
 - 2) designing, developing, or coordinating the content of websites for others; or
 - 3) providing Internet access, search, service, or content capabilities.
- However, this exclusion does not apply to false arrest, detention, or imprisonment; malicious prosecution; and wrongful entry into, wrongful eviction from, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies and which is committed by or on behalf of the owner, landlord, or lessor of the room, dwelling, or premises.
- The placement of advertising, including frames, borders, or links, on the Internet is not in and of itself considered being in the business of advertising, broadcasting, publishing, or telecasting.
- gg. "personal and advertising injury" arising out of wrong descriptions of the price of an "insured's" goods, "products", or services as stated in "your" "advertisement".
- hh. "personal and advertising injury" liability which is assumed by the "insured" under a contract or an agreement.
- However, this exclusion does not apply to liability that an "insured" would have had in the absence of the contract or agreement.
- ii. "personal and advertising injury" arising out of any violation of intellectual property rights, including infringement of trademark, trade-secret, or patent rights or copyright. With respect to this exclusion, intellectual property rights do not include using the advertising ideas of others in "your" "advertisement".
- However, this exclusion does not apply to a violation or infringement of copyright, slogan, or trade-dress rights that occur in "your" "advertisement".
- jj. "personal and advertising injury" arising out of electronic chat rooms, gripe sites, social networking sites, blogs, bulletin boards, or other forums which the "insured" hosts, owns, or has the control or authority to manage or update.

- kk. "personal and advertising injury" arising out of using, without permission, the name or product of others on "your" website or in "your" e-mail address, domain name, or metatags for the purpose of misleading the potential customers of another.
- ll. any of the following:
- 1) "bodily injury" arising out of the actual, alleged, or threatened ingestion, inhalation, or absorption of lead;
 - 2) "property damage" arising out of the actual, alleged, or threatened contact with, existence of, exposure to, or presence of lead;
 - 3) "personal and advertising injury" arising out of the actual, alleged, or threatened ingestion of, inhalation of, absorption of, contact with, existence of, exposure to, or presence of lead;
 - 4) any loss, cost, or expense arising out of any request, demand, order, statute, or regulation that any "insured" test for, abate, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of lead; or
 - 5) any loss, cost, or expense arising out of any claim or "suit" by or on behalf of any governmental authority relating to testing for, abating, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of lead.
- mm. any of the following:
- 1) "bodily injury" arising out of the actual, alleged, or threatened ingestion, inhalation, or absorption of "silica";
 - 2) "property damage" arising out of the actual, alleged, or threatened contact with, existence of, exposure to, or presence of "silica";
 - 3) "personal and advertising injury" arising out of the actual, alleged, or threatened ingestion of, inhalation of, absorption of, contact with, existence of, exposure to, or presence of "silica";
 - 4) any loss, cost, or expense arising out of any request, demand, order, statute, or regulation that any "insured" test for, abate, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "silica" ; or
 - 5) any loss, cost, or expense arising out of any claim or "suit" by or on behalf of any governmental authority relating to testing for, abating, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of "silica".
- nn. any of the following:
- 1) "bodily injury" arising out of the actual, alleged, or threatened ingestion, inhalation, or absorption of asbestos, asbestos products, asbestos fibers, or asbestos dust;
 - 2) "property damage" arising out of the actual, alleged, or threatened contact with, existence of, exposure to, or presence of asbestos, asbestos products, asbestos fibers, or asbestos dust;
 - 3) "personal and advertising injury" arising out of the actual, alleged, or threatened ingestion of, inhalation of, absorption of, contact with, existence of, exposure to, or presence of asbestos, asbestos products, asbestos fibers, or asbestos dust;
 - 4) any loss, cost, or expense arising out of any request, demand, order, statute, or regulation that any "insured" or others test for, abate, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of asbestos, asbestos products, asbestos fibers, or asbestos dust; or

5) any loss, cost, or expense arising out of any claim or "suit" by or on behalf of any governmental authority relating to testing for, abating, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of asbestos, asbestos products, asbestos fibers, or asbestos dust.

f. the cost of appeal bonds or bonds for the release of attachments up to "our" "limit".

However, "we" are not required to apply for or furnish bonds; and

g. the cost, up to \$2,000, for bail bonds, whether or not due to an accident or traffic law violation, required of an "insured" because of an "occurrence" to which this policy applies.

However, "we" are not required to apply for or furnish bonds.

SUPPLEMENTAL PAYMENTS

1. "We" will pay the following for any claim "we" investigate or settle, or any "suit" "we" defend, if "we" have a duty to defend:

- a. the court costs taxed against the "insured" in the "suit". These costs do not include attorneys' fees or attorneys' expenses;
- b. the expenses incurred by "us";
- c. the necessary and reasonable expenses incurred by the "insured" at "our" request to assist "us" in the defense or investigation of the claim or "suit", including up to \$250 a day for actual loss of earnings for time spent away from work;
- d. pre-judgment interest awarded against the "insured" on that part of the judgment "we" pay. If "we" offer to pay the "limit", "we" will not pay any pre-judgment interest based on that period of time after the offer;
- e. the interest which accrues on the entire amount of a judgment beginning with entry of a judgment and ending when "we" tender, deposit in court, or pay the portion of the judgment that is up to, but does not exceed, "our" "limit";

2. With respect to Coverage E, if the "limits" of any "underlying insurance" are reduced by payment of defense costs, related supplemental payments under this policy will also reduce the applicable "limits" under this policy.

Otherwise, supplemental payments are in addition to the "limits" for Commercial Excess/Umbrella Liability Coverage.

3. When "we" have the right but not the duty to defend the "insured" and choose to participate in the defense, "we" will pay "our" own expenses but will not contribute to the expenses of the "insured" or the "underlying insurer".

4. If "we" defend an "insured" against a "suit" and an "indemnitee" of the "insured" is also named as a party to the "suit":

a. "we" will:

- 1) defend that "indemnitee";
- 2) pay attorneys' fees incurred by "us" in the defense of that "indemnitee";
- 3) pay necessary litigation expenses incurred by "us"; and
- 4) pay necessary litigation expenses incurred by the "indemnitee" at "our" request.

- b. all of the following conditions must be met:
- 1) the "suit" seeks "damages" against the "indemnitee" for which the "insured" has assumed the liability of the "indemnitee" in a "covered contract";
 - 2) this insurance applies to such liability assumed by the "insured";
 - 3) the obligation to defend, or the cost of the defense of, that "indemnitee", has also been assumed by the "insured" in the same "covered contract";
 - 4) no conflict appears to exist between the interests of the "insured" and the interests of the "indemnitee" in the allegations in the "suit" and in the information "we" know about the "occurrence";
 - 5) 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
 - 6) the "indemnitee" agrees 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";
 - d) cooperate with "us" with respect to coordinating other applicable insurance available to the "indemnitee";
 - e) provide "us" with written authorization to obtain records regarding the "suit";
 - f) provide "us" other information related to the "suit"; and
 - g) provide "us" with written authorization to conduct and control the defense of the "indemnitee" in such "suit".

If the above conditions are met, such payments will not be deemed to be "damages" for "bodily injury" or "property damage" and will not reduce the "limits", regardless of the provisions of exclusion 2.b.2) of Coverage U.

"Our" obligation to provide a defense for an "insured's" "indemnitee" and to pay for the "indemnitee's" defense and litigation costs as Supplemental Payments ceases when "we" have paid an amount equal to the applicable "limit" as the result of a judgment or settlement or when a requirement set forth under 4.b.1), 2), 3), 4), 5), and 6) above is no longer met.

WHAT MUST BE DONE IN CASE OF LOSS

1. **Cooperation --**
 - a. With respect to Coverage E, "you" must cooperate with the "underlying insurers" as required by the terms of their policies and comply with all terms and conditions of those policies.
 - b. All "insureds" involved must cooperate with "us" in investigating or settling a claim or defending a "suit".
2. **Notice --** In the case of an "occurrence" or offense, or if an "insured" becomes aware of anything that indicates that there might be a claim under the Commercial Excess/Umbrella Liability Coverages, "you" must see to it that "we" receive notice as soon as practicable. To the extent possible, the notice to "us" should include:
 - a. the name of the "insured", the policy number, and the time, place, and details of the "occurrence" or offense; and
 - b. the names and addresses of all known potential claimants and witnesses.

3. **Voluntary Payments** -- Any payment or expense made or assumed by any "insured" without "our" written consent will be paid or assumed by the "insured".
4. **Other Duties** -- If a claim is made or a "suit" is brought against any "insured", "you" and any other "insured" involved in the claim or "suit" must promptly give "us" copies of all legal papers, demands, and notices that relate to such claim or "suit".

At "our" request, "you" and any other "insured" must cooperate and assist "us" in:

- a. the enforcement of any right of recovery or indemnification against all parties who may be liable to an "insured" for the injury or damage;
- b. the securing of and giving of evidence; and
- c. obtaining the attendance of all witnesses.

HOW MUCH WE PAY

COVERAGE E -- EXCESS LIABILITY AND COVERAGE U -- UMBRELLA LIABILITY

1. The "limits", shown on the "declarations" and subject to the following conditions, are the most "we" pay regardless of the number of:
- a. "insureds" under this policy;
 - b. persons or organizations who sustain injury or damage;
 - c. claims made or "suits" brought;
 - d. vehicles or watercraft involved in an accident, to the extent covered by this policy; or
 - e. coverages provided under this policy.

2. The General Aggregate Limit is the most "we" will pay for the sum of all "damages":
- a. under Coverage E and Coverage U; and/or
 - b. defense costs paid under Coverage E when the "limits" of the applicable "underlying insurance" are reduced by payment of defense costs.

However, the General Aggregate Limit does not apply to "damages":

- a. due to "bodily injury" and "property damage" included in the "products/completed work hazard"; or
- b. due to "bodily injury" and "property damage" included in "underlying insurance" which are not subject to an aggregate "limit" in such "underlying insurance".

3. The Products/Completed Work Hazard Aggregate Limit is the most "we" will pay for "damages" due to "bodily injury" and "property damage" included in the "products/completed work hazard".
4. The Each Occurrence Limit, subject to the General Aggregate Limit and the Products/Completed Work Hazard Aggregate Limit, is the most "we" will pay for the sum of all:
- a. "damages" under Coverage E and Coverage U; and/or
 - b. defense costs paid under Coverage E when the "limits" of the applicable "underlying insurance" are reduced by payment of defense costs;
- due to:
- a. all "bodily injury" and "property damage" arising out of a single "occurrence";
 - b. all "personal and advertising injury" sustained by any one person or organization; and

- c. under Coverage E, any other injury or damage arising out of a negligent act, error, omission, injury, event, incident, or offense.
5. With respect to Coverage E, if the "limits" of any "underlying insurance" are exhausted by payment of claims, "damages", and/or defense costs, this policy will continue to provide coverage as "underlying insurance".
6. With respect to Coverage E, if the "limits" of any "underlying insurance" are reduced by payment of claims, "damages", and/or defense costs, this policy will apply as excess of the reduced "underlying insurance".
7. With respect to Coverage E, if "underlying insurance" is not concurrent with the policy period of this Commercial Excess/Umbrella Liability Coverage, only claims for "occurrences" due to "bodily injury" or "property damage", offenses due to "personal and advertising injury", and other negligent acts, errors, omissions, injuries, events, and incidents that are covered by "underlying insurance" and that take place during the policy period of this policy will be considered in determining the extent to which any aggregate "limit" in the "underlying insurance" has been reduced or exhausted.

However, for any "underlying insurance" written on a "claims-made" basis, the available "limits" of "underlying insurance" will only be reduced or exhausted by payment of:

- a. claims that are made during the policy period, or any Extended Reporting Period, of this Commercial Excess/Umbrella Liability Coverage; or
- b. related defense costs, but only if the "limits" of "underlying insurance" are reduced by payment of defense costs.

8. The General Aggregate Limit and the Products/Completed Work Hazard Aggregate Limit apply separately to each consecutive 12 month period beginning with the inception date shown on the "declarations" for this Commercial Excess/Umbrella Liability Coverage. They also apply separately to any remaining policy period of less than 12 months, unless the Commercial Excess/Umbrella Liability Coverage was extended after it was written. In that case, the additional period will be considered part of the last preceding period for the purpose of determining "limits".

CONDITIONS

1. **Appeals** -- If an "underlying insurer" or the "insured" elects not to appeal a judgment in excess of the "limit" of any "underlying insurance" with respect to Coverage E, or in excess of the "self-insured retention" with respect to Coverage U, "we" may elect to make such appeal. If "we" so elect, "we" will be liable for all expenses "we" incur that pertain to such appeal.
2. **Assignment** -- This policy may not be assigned without "our" written consent.
3. **Bankruptcy Of An Insured** -- Bankruptcy or insolvency of an "insured" does not relieve "us" of "our" obligations under this policy.
4. **Bankruptcy Of Underlying Insurer** -- With respect to Coverage E, in the event of bankruptcy or insolvency of any "underlying insurer", any insurance provided by this policy will not replace such "underlying insurance", but will apply as if the "limits" of "underlying insurance" were valid and collectible.
5. **Cancellation And Nonrenewal** -- See the state-specific amendatory endorsement.
6. **Change, Modification, Or Waiver Of Policy Terms** -- A waiver or change of the "terms" of this policy must be issued by "us" in writing to be valid.

7. **Conformity With Statute** -- If the "terms" of this policy conflict with the statutes of the state where this policy is issued, the "terms" are amended to conform to such statutes.

8. **Examination Of Books And Records** -- "We" may examine and audit "your" books and records that relate to this policy during the policy period and within three years after the policy has expired.

9. **Inspections** -- "We" have the right, but are not obligated, to inspect "your" property and operations at any time. This inspection may be made by "us" or may be made on "our" behalf. An inspection or its resulting advice or report does not warrant that "your" property or operations are safe, healthful, or in compliance with laws, rules, or regulations. Inspection or reports are for "our" benefit only.

10. **Knowledge Of Bodily Injury Or Property Damage** -- With respect to Coverage U, knowledge of "bodily injury" or "property damage" will be deemed to have occurred at the earliest of the following times:

- a. when a claim or demand for "damages" alleging "bodily injury" or "property damage" is received by any "designated insured";
- b. when any "designated insured" reports the "bodily injury" or "property damage" to "us" or any other insurer; or
- c. when any "designated insured" becomes aware of anything that indicates that "bodily injury" or "property damage" may have occurred or is occurring.

11. **Legal Action Against Us** -- No lawsuit can be brought against "us" unless:

- a. all "terms" of this policy have been complied with; and
- b. the amount of an "insured's" liability has been determined by:
 - 1) a final judgment against an "insured" as a result of a trial; or

- 2) a written agreement by the "insured", the claimant, or the claimant's legal representative, and "us".

However, "we" will not pay for injury or damage that is not covered by this policy or that exceeds the applicable "limit".

No person has a right under this policy to join "us" or implead "us" in actions that are brought to determine an "insured's" liability.

12. **Maintenance Of Underlying Insurance** -- With respect to Coverage E, "you" must maintain the "underlying insurance" in full force and effect during the term of this policy.

If "you" fail to maintain "underlying insurance", the insurance provided by this policy will not replace such "underlying insurance" but will apply as if that "underlying insurance" were valid and collectible.

If any "underlying insurance" is canceled or not renewed and not replaced or there is an increase in the scope of coverage in any "underlying insurance", "you" must notify "us" at once. "We" will not be liable under this policy for more than "we" would have been liable if that "underlying insurance" had not been terminated or had been kept at its original "limits" or coverages.

Reduction or exhaustion of any aggregate "limit" in any "underlying insurance" by payments for judgments, settlements, or expenses for "occurrences" or offenses to which this policy applies will not be a failure to maintain "underlying insurance" in full force and effect.

No statement contained in this condition limits "our" right to cancel or not renew this policy.

13. **Misrepresentation, Concealment, Or Fraud** -- This coverage is void as to "you" and any other "insured" if, before or after a loss:

- a. "you" have or any other "insured" has willfully concealed or misrepresented:

- 1) a material fact or circumstance that relates to this insurance or the subject thereof; or
 - 2) "your" interest or any other "insured's" interest herein; or
- b. there has been fraud or false swearing by "you" or any other "insured" with regard to a matter that relates to this insurance or the subject thereof.
14. **Subrogation** -- If "we" pay under the Commercial Excess/Umbrella Liability Coverage, "we" may require from an "insured" an assignment of any right of recovery. "We" are not liable under the Commercial Excess/Umbrella Liability Coverage to the extent that any "insured" has impaired "our" right to recover. An "insured" may waive its right to recover, in writing, before an "occurrence" takes place.
15. **Transfer Of Defense** -- With respect to Coverage E, when the applicable "limit" of "underlying insurance" has been exhausted by the payment of claims, settlements, judgments, and/or defense costs:
- a. the duty to defend a "suit" is transferred to "us"; and
 - b. with respect to claims or "suits" that would otherwise have been covered by "underlying insurance", "we" will cooperate in the transfer and control to "us" of any outstanding claims or "suits" to which this insurance applies.
16. **Separate Insureds** -- Coverage provided under this policy applies separately to each "insured" against whom claim is made or "suit" is brought.
- However, this does not affect the "limits" stated under How Much We Pay.
17. **Premium** -- The premium shown on the "declarations" was computed on the basis of "our" rules and rates. If the premium is shown on the "declarations" as a deposit premium, "we" will compute the final earned premium at the end of each audit period shown on the "declarations". If it is more than the deposit premium paid by "you", "we" will bill "you" for the difference. If the final earned premium is less than the deposit premium paid by "you", "we" will return the difference to "you". "You" must maintain records of the information that is necessary for computing the premium. Copies of the records must be sent to "us" at the end of the audit period or when requested by "us".
- If the premium for coverage provided by this policy is based upon an audit of exposures and the final premium is determined after the expiration of the policy, any additional premium owed to "us" is due on the due date that appears on the billing notice.
18. **Insurance Under More Than One Policy** --
- a. Insurance under this policy is excess over any other insurance and will not contribute with any other insurance, whether the other insurance is primary, excess, contingent, or on any other basis.
- However, this condition will not apply to insurance specifically written as excess over this policy.
- b. When this insurance is excess over any other insurance:
 - 1) "we" will have no duty to defend under Coverage E or Coverage U any "suit" that any other insurer has a duty to defend. If no other insurer defends, "we" will do so.

However, "we" will be entitled to the "insured's" rights against all those other insurers; and

- 2) "we" will pay "our" share of the amount of 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 deductibles and self-insured amounts required by such other insurance.
19. **Loss Payable** -- This insurance applies only when the "insured", the "underlying insurer", or any other insurance has become obligated to pay the "limits" of "underlying insurance", the "self-insured retention", or the "limits" of any other insurance which is available to the "insured" and provides coverage with respect to injury or damage to which this policy applies, whichever is applicable. The obligation of the "insured" to pay will have been previously determined by a final settlement or judgment after trial or written agreement between the "insured", claimant or the claimant's legal representative, and "us".
20. **Extended Coverage Territory** --
- a. "We" may be prevented by reason of law or by another reason from defending the "insured" against a "suit" that is brought within the "coverage territory", but in a location that is outside of the United States of America (including its territories and possessions), Puerto Rico, or Canada. If "we" would have defended that "suit" under the "terms" of this policy, had "we" not been prevented from doing so, "we" will reimburse the "insured" for the necessary and reasonable costs the "insured" incurs for the defense of the "suit". However, "we" will reimburse the "insured" for defense costs only to the extent that such costs would have been covered as Supplemental Payments provided by this policy. Payment made under these "terms" is in addition to the "limit" for the Commercial Excess/Umbrella Liability Coverage, except as provided under item 2., Supplemental Payments.
 - b. If "we" are prevented by reason of law or by another reason from paying, on behalf of an "insured", those sums for which the "insured" becomes legally obligated to pay as "damages" to which this insurance applies within the "coverage territory", but in a location that is outside of the United States of America (including its territories and possessions), Puerto Rico, or Canada, "we" will reimburse the "insured" for such sums.
 - c. All payments or reimbursements "we" make under Supplemental Payments for defense costs and for "damages" because of judgments or settlements will be made in U.S. currency.

Payments or reimbursements under Supplemental Payments will reflect the prevailing exchange rate at the time the costs were incurred.

Payments or reimbursements for "damages" will reflect the prevailing exchange rate at the time the "insured" became legally obligated to pay such "damages".
 - d. If "you" disagree with "us" with respect to the coverage provided by this policy, any dispute must be filed in the courts of the United States of America (including its territories and possessions), Puerto Rico, or Canada.
 - e. "You" must maintain the coverage required by law, statute, regulation, or other governmental authority. This insurance will not be invalid if "you" fail to maintain such coverage as required; however, this insurance will apply as if the required coverage was in full force and effect.

Reduction or exhaustion of any aggregate "limit" by payments for judgments, settlements, or expenses for "occurrences" or offenses to which this policy applies will not be a failure to maintain such coverage required by law, regulation, or other governmental authority in full force and effect.

NUCLEAR ENERGY LIABILITY EXCLUSION

1. Exclusion

a. This insurance does not apply under any liability coverage, to "bodily injury" or "property damage":

- 1) with respect to which an "insured" under the policy is also an insured under a Nuclear Energy Liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its "limit" of liability; or
- 2) resulting from the "hazardous properties" of "nuclear material" and with respect to which:

- a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereto; or
- b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.

b. This insurance does not apply under any liability coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material", if:

- 1) the "nuclear material":
 - a) is at any "nuclear facility" owned by, operated by, or on behalf of an "insured"; or

b) has been discharged or dispersed therefrom;

- 2) the "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, stored, processed, transported, or disposed of by or on behalf of an "insured"; or
- 3) the "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts, or equipment in connection with the planning, construction, maintenance, operation, or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions, or Canada, this exclusion b.3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. With respect to only the Nuclear Energy Liability Exclusion, the following definitions are added:

- a. "Hazardous properties" include radioactive, toxic, or explosive properties.
- b. "Nuclear material" means "source material", "special nuclear material", or "by-product material".
- c. "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.
- d. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".
- e. "Waste" means any "waste" material:
 - 1) containing "by-product material" other than the tailings or "wastes" produced by the extraction of uranium or thorium from any ore processed primarily for its "source material" content; and

2) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

f. "Nuclear facility" means:

- 1) any "nuclear reactor";
- 2) any equipment or device designed or used for:
 - a) separating the isotopes of uranium or plutonium;
 - b) processing or utilizing "spent fuel"; or
 - c) handling, processing, or packaging "waste";
- 3) 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; or

4) 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 sites, and all premises used for such operations.

g. "Nuclear reactor" means any apparatus designed or used:

- 1) to sustain nuclear fission in a self-supporting chain reaction; or
- 2) to contain a critical mass of fissionable material.

h. "Property damage" includes all forms of radioactive contamination of property.

ENDORSEMENT # 1

This endorsement, effective 12:01 a.m.,05/01/2023 forms a part of
Policy No. PPP7496057 issued to University Square Owners Association
by **Greenwich Insurance Company**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

CERTIFICATE HOLDER AND LOCATIONS

(The entries required to complete this endorsement
will be shown below or on the "declarations".)

SCHEDULE

Named Insured	Location Address	Policy #/Location#/Renewal#
See Declarations	Oaks Street & Baines Street, Palo Alto, CA 94303-	PPP7496057-01- 00

The Commercial Excess/Umbrella Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

DEFINITIONS

Under Definitions, definition 1.a. is deleted and replaced by the following:

- a. "You" and "your" mean the person, persons, entity, or organization named as the "certificate holder" on the Certificate of Insurance or on the Schedule above.

**EXCLUSION -- UMBRELLA LIABILITY
COVERAGE U**

The Commercial Excess/Umbrella Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGES

Coverage U -- Umbrella Liability is deleted in its entirety. All references to Coverage U in the policy are deleted.

ENDORSEMENT # 2

This endorsement, effective 12:01 a.m.,05/01/2023 forms a part of
Policy No. PPP7496057 issued to University Square Owners Association
by **Greenwich Insurance Company**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

CLAIM REPORTING PROVISIONS COVERAGES E AND U

The Commercial Excess/Umbrella Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

WHAT MUST BE DONE IN CASE OF LOSS

The following is added under item 2. Notice:

"You" must provide "us" with immediate notice of any claim made or "suit" brought against "us", or of any claim involving any of the following:

- a. fatality;
- b. paraplegia or quadriplegia;
- c. dismemberment or amputation;
- d. loss or impairment of eyesight or hearing;
- e. brain injury; or
- f. burns.

All claims may be reported to "us" as follows:

During working hours (8:30 A.M. to 5:00 P.M.):

To: Preferred Property Programs Claims Administration
Address: 101 Crawfords Corner Road, Suite 1300, Holmdel, NJ 07733
Telephone: 888-548-2465
Fax: 732-946-0547
Email: claims@ppp-quotes.com

After working hours:

Telephone: 866-262-9877

ENDORSEMENT # 3

This endorsement, effective 12:01 a.m.,05/01/2023 forms a part of
Policy No. PPP7496057 issued to University Square Owners Association
by **Greenwich Insurance Company**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

COVERAGE X -- DISASTER EVENT RESPONSE EXPENSE

(The entries required to complete this endorsement
will be shown below or on the "declarations".)

SCHEDULE

Disaster Event Response Expense Limit \$ 50,000 **Aggregate**

The Commercial Excess/Umbrella Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

DEFINITIONS

With respect to the coverage provided by this endorsement, the following definitions are added:

1. "Disaster event" means an "occurrence" or offense:
 - a. that results in or is likely to result in "bodily injury", "property damage", or "personal and advertising injury";
 - a. that results in or is likely to result in significant media coverage; and
 - b. for which a "key executive" determines that a "disaster event response advisor" is necessary.A "disaster event":
 - a. begins when a "key executive" first becomes aware of such "occurrence" or offense; and
 - b. ends when "we" determine that such "disaster event" no longer exists .
2. "Disaster event response advisor" means a public relations firm or crisis management firm whose services help to minimize potential harm to "you" by maintaining or restoring public confidence in "you".
3. "Disaster event response expenses" means reasonable and necessary expenses approved by "us" before they are incurred.

"Disaster event response expenses" includes, but is not limited to:

- a. medical expenses;

- b. funeral expenses;
 - c. psychological counseling expenses;
 - d. travel expenses;
 - e. temporary living expenses;
 - f. printing and mailing expenses; and
 - g. expenses to secure the scene of a "disaster event".
4. "Key executive" means:
- a. "you", if "you" are shown on the "declarations" as an individual;
 - b. "your" chief executive officer;
 - c. "your" chief operating officer;
 - d. "your" president; or
 - e. "your" general counsel or general partner, if "you" are shown on the "declarations" as a partnership.

COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGES

The following coverage is added:

COVERAGE X – DISASTER EVENT RESPONSE EXPENSE

1. Insuring Agreement

- a. "We" will indemnify "you" for "disaster event response expenses" incurred by "you" and/or "your" "disaster event response advisor" as a result of a "disaster event" to which this insurance applies.

"We" will not assume any duty to control the investigation, settlement, or defense of any claim or "suit" that may arise out of a "disaster event".

- b. The amount "we" pay for "disaster event response expenses" is limited as described under How Much We Pay.
- c. This insurance applies only to a "disaster event":
 - 1) that begins during the policy period of this policy;
 - 2) that causes "bodily injury", "property damage", or "personal and advertising injury" that:
 - a) occurs during the policy period of this policy; and
 - b) is not a continuation of, resumption of, or change in "bodily injury" or "property damage" that was known by a "designated insured" prior to the inception date of the policy period.

If a "designated insured" knew prior to the inception date of this policy period that "bodily injury", "property damage", or "personal and advertising injury" had occurred, any continuation of, resumption of, or change in such "bodily injury", "property damage", or "personal and advertising

injury" during or after the policy period will be deemed to have been known by the "designated insured" prior to the inception date of this policy period; and

3) for which "you" have hired a "disaster event response advisor".

2. Exclusions

"We" do not pay for:

a. "disaster event response expenses" due to:

- 1) war, including undeclared or civil war;
- 2) warlike action by a military force, including action that is 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.

b. "disaster event response expenses" due to loss resulting from nuclear reaction, nuclear radiation, or radioactive contamination.

c. "disaster event response expenses" arising out of:

- 1) any actual, alleged, or threatened sexual activity by anyone; or
- 2) an "insured's" negligent:

- a) employment;
- b) investigation;
- c) supervision;
- d) retention; or
- e) reporting or failure to report to the property authorities;

of any "employee" or "volunteer worker" alleged to have committed any sexual activity.

For purposes of this exclusion, sexual activity means any activity which is sexual in nature.

d. "disaster event response expenses" due to any obligation of the "insured" under a workers' compensation, disability benefits, or unemployment compensation law or any similar law, regardless of whether a claim for such benefits has been made.

WHAT MUST BE DONE IN CASE OF LOSS

1. With respect to the coverage provided by this endorsement, the following is added to item 2. Notice:

In the case of a "disaster event", "you" must notify "us" within 24 hours after the "disaster event" begins. Such notice must be provided to "us" by calling 1-800-823-7351.

2. With respect to the coverage provided by this endorsement, item 3. Voluntary Payments is deleted and replaced by the following:

Voluntary Payments – "You" must not make payments, assume obligations, or incur any expenses without "our" prior approval.

HOW MUCH WE PAY

With respect to the coverage provided by this endorsement, the following is added:

The Coverage X -- Disaster Event Response Expense Aggregate Limit shown in the Schedule above is the most "we" will pay for the sum of all "disaster event response expenses" during the policy period..

The Coverage X -- Disaster Event Response Expense Aggregate Limit shown in the Schedule above applies separately to each consecutive 12-month period beginning with the inception date shown on the "declarations" for this Commercial Excess/Umbrella Liability Coverage. It also applies separately to any remaining policy period of less than 12 months, unless the Commercial Excess/Umbrella Liability Coverage was extended after it was written. In that case, the additional period will be considered part of the last preceding period for the purpose of determining the "limit".

CONDITIONS

1. With respect to the coverage provided by this endorsement, item 14. Subrogation is deleted and replaced by the following:

Subrogation – If "we" pay "you" for "disaster event response expenses", "we" may require from "you" an assignment of any right of recovery against any third party with respect to such payments. "You" may not waive "your" right to recover before a "disaster event" takes place.

2. With respect to the coverage provided by this endorsement, the following conditions are added:

- a. **Arbitration** – If "you" or "we" disagree as to whether or not an "occurrence" or offense constitutes a "disaster event", the right of any reimbursement for "disaster event response expenses" must be arbitrated according to the rules of the American Arbitration Association, in the state shown in the mailing address shown on the "declarations".
- b. **Obligations** – No payment made by "us" under this coverage will:
 - 1) determine any other rights or obligations under this policy; or
 - 2) create a duty to defend any "suit" under any other part of this policy.
- c. **No Admission Of Liability** -- It is agreed and acknowledged that any payments for which "you" may seek reimbursement under the "terms" of this endorsement will not constitute any admission of liability by "you" with regard to the "disaster event". It is further agreed and acknowledged that any payments made by "us" under this endorsement will not constitute any admission by "us" with regard to coverage provided under the policy.

ENDORSEMENT #4

This endorsement, effective 12:01 a.m., 05/01/2023 forms a part of
Policy No. PPP7496057 issued to University Square Owners Association
by **Greenwich Insurance Company**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

**EMPLOYMENT PRACTICES LIABILITY FOLLOW FORM
COVERAGE E**

The Commercial Excess/Umbrella Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGES

The following is added to exclusion k. under Coverage E, item 2. Exclusions:

However, this exclusion does not apply to "bodily injury" or "personal and advertising injury" that is covered by a Directors' and Officers' Liability Policy shown in "underlying insurance" or that would have been covered but for the exhaustion of the "limits" of the "underlying insurance". The coverage provided by this policy will be subject to the provisions, exclusions, and limitations of the "underlying insurance".

ENDORSEMENT # 5

This endorsement, effective 12:01 a.m., 05/01/2023 forms a part of
Policy No. PPP7496057 issued to University Square Owners Association
By **Greenwich Insurance Company**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

**EXCLUSION – CONTAMINATED DRYWALL
COVERAGES E AND U**

The Commercial Excess/Umbrella Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGES

The following exclusion is added under Coverage E and Coverage U, item 2. Exclusions:

"We" do not pay for "bodily injury" or "property damage" arising out of the actual, alleged, or threatened dispersal, seepage, migration, release, or escape of gases, vapors, fumes, or other irritant or contaminant from drywall.

ENDORSEMENT # 6

This endorsement, effective 12:01 a.m.,05/01/2023 forms a part of Policy No.PPP7496057 issued to University Square Owners Association by **Greenwich Insurance Company.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

EXCLUSION -- EARTH MOVEMENT COVERAGES E AND U

The Commercial Excess/Umbrella Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

DEFINITIONS

The following definition is added:

"Earth movement" means:

- a. earthquake, including land shock waves or tremors before, during or after an earthquake or volcanic eruption;
- b. landslide;
- c. mine subsidence whether or not the non-natural mine is currently in use;
- d. any other movement of earth, including sinking, shifting, or rising of earth including, but not limited to, erosion, expansion, shrinking, freezing, thawing, improper soil compaction, and movement of water under the surface of the ground that causes cracking, settling, or shifting of foundations, buildings, or structures; or
- e. eruption, explosion, or effusion of a volcano.

COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGES

The following exclusion is added to Coverage E and Coverage U, item 2. Exclusions:

"We" do not pay for:

- a. "bodily injury", "property damage", or "personal and advertising injury" that results directly or indirectly from "earth movement", whether or not the "earth movement" results from manmade or natural causes; or

- b. any loss, cost, or expense incurred by "you" or any other person or organization that results directly or indirectly from "earth movement", whether or not the "earth movement" results from manmade or natural causes.

ENDORSEMENT # 7

This endorsement, effective 12:01 a.m.,05/01/2023 forms a part of
Policy No. PPP7496057 issued to University Square Owners Association
By **Greenwich Insurance Company**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

**EXCLUSION – ERRORS AND OMISSIONS LIABILITY
COVERAGE E**

(The entries required to complete this endorsement
will be shown below or on the "declarations")

SCHEDULE

Designated Business: Real Estate Agents

The Commercial Excess/Umbrella Liability Coverage is amended as follows. All other "terms"
of the policy apply, except as amended by this endorsement.

COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGES

The following exclusions are added under Coverage E, item 2. Exclusions:

"We" do not pay for:

- a. injury or damage arising out of or resulting from any act, error, omission, or breach of duty committed by any "insured", or any person for whose acts any "insured" is legally liable, in the conduct of "your" business designated the Schedule above; or
- b. any loss, cost, or expense incurred by "you" or any other person or organization arising out of any act, error, omission, or breach of duty described in a. above.

ENDORSEMENT # 8

This endorsement, effective 12:01 a.m., 05/01/2023 forms a part of
Policy No. PPP7496057 issued to University Square Owners Association
by **Greenwich Insurance Company**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

EXCLUSION – TOTAL POLLUTION WITH CERTAIN EXCEPTIONS COVERAGE E

The Commercial Excess/Umbrella Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

DEFINITIONS

The following definition is added:

"Underground storage tank" means any container or system including any ducts, pipes, or other apparatus used therewith, the volume of which is now or was at any time more than 10% beneath the surface of the ground.

COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGES

1. With respect to the coverage provided by this endorsement, item 1.a. under Coverage E -- Excess Liability is deleted and replaced by the following:
 - a. "We" will pay on behalf of the "insured" those sums in excess of "underlying insurance" for which an "insured" becomes legally obligated to pay as "damages" to which this insurance applies.

"We" will not be obligated to assume charge of the investigation and settlement of any claim made, or defense of the "insured" against a "suit" seeking "damages" which may be covered under Coverage E -- Excess Liability. "We" will, however, have the right and shall be given the opportunity to participate in the defense and trial of any claim, "suit", or proceeding which, in "our" opinion, may create liability on "our" part under the terms of this policy. If "we" exercise such right, "we" will do so at "our" own expense.

2. Under Coverage E, item 2. Exclusions, exclusions f. and h. are deleted and replaced by the following:

- f. "bodily injury" or "property damage" arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, or emission of "pollutants" at any time.

However, this exclusion does not apply to:

- 1) "bodily injury" or "property damage":

- a) included within the "products/completed work hazard";
 - b) arising from the heat, smoke, or fumes of a fire which becomes uncontrollable or breaks out from where it was intended to be located;

- c) arising from collision or upset of an "auto" or "mobile equipment"; or
- d) arising from windstorm, lightning, vandalism or malicious mischief, hail, civil commotion, riot, automatic sprinkler leakage, or explosion; or

2) "bodily injury" arising from:

- a) the application of pesticides, herbicides, or fertilizers provided that:
 - (1) all such applications meet all standards of all statutes, ordinances, regulations, and license requirements of all federal, state, and local governments which apply to those operations; and
 - (2) the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, or emission of "pollutants" does not take place from an "underground storage tank";
- b) fumes, vapors, or gases from flooring or wall covering materials or their installation materials (including adhesives);
- c) fumes, vapors, or gases from paint, varnish, sealant, adhesive, or building maintenance or cleaning materials;
- d) smoke, fumes, soot, or vapor from equipment that is used to heat, cool, or dehumidify a building, or used to heat water for the building's occupants or their guests, if the "bodily injury" was suffered in the building; or
- e) chlorine, bromine, sodium hydroxide, sodium bicarbonate, soda ash, diatomaceous earth, muriatic acid, or other chemicals, compounds, or materials used for the maintenance of a swimming pool, whirlpool, or spa.

This exclusion applies whether or not such "pollutants" are used at or in or arise out of "your" business, operations, premises, site, or location.

h. any loss, cost, or expense arising out of any:

- 1) request, demand, order, statute, or regulation requiring that any "insured" or others test for, abate, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "pollutants"; or
- 2) claim or "suit" by or on behalf of any governmental authority relating to testing for, abating, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of "pollutants".

ENDORSEMENT # 9

This endorsement, effective 12:01 a.m., 05/01/2023 forms a part of
Policy No. PPP7496057 issued to: University Square Owners Association
By: **Greenwich Insurance Company**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONSTRUCTION AND PRODUCT EXCLUSION – INCLUDING CONSTRUCTION DEFECTS WITH LIMITED EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS /UMBRELLA LIABILITY POLICY

The following exclusions are added under Coverage E and Coverage U, Item 2. Exclusions:

"We" do not pay for:

any liability, "damages", loss, cost or expense for ongoing operations and completed operations, including but not limited to defense expenses, because of "bodily injury", "property damage", "personal and advertising injury" arising out of the following:

1. "Construction" performed by or on behalf of any "insured". This policy shall not apply to any expenses to defend any claim or "suit" alleging "damages" arising out of "construction" or to contribute to any "insured" defense of such claim or "suit" with any other insurer;
2. Alleged defective work or any defective "products" installed into, arising out of "construction" at the location shown in the declarations or the location(s) shown in the endorsement entitled Certificate Holder & Locations. This policy shall not apply to any expenses to defend any claim or "suit" alleging "damages" arising out of said defective work or defective "products" or to contribute to any "insured" defense of such claim or "suit" with any other insurer;
3. Liability of the "insured" assumed under a "covered contract" for claims arising from Items 1 and 2 above;
4. Any claim or "suit" against any "insured" alleging a failure to properly maintain the property;
5. Any claim or "suit" against any "insured" arising out of a negligent act, error or omission by any "insured" or its "employees", property managers, officers and/or directors that caused damage arising out of "construction" or contributed to such damages;
6. Items 1 through 5 of this endorsement do not apply to operations necessary or incidental to maintenance of existing buildings or structures at the insured location, including non-structural interior modifications and tenant preparation activities, but not limited to painting, plumbing repairs, or electrical repairs, performed on a single building or structure.

For the purposes of this endorsement "construction" means any construction, remodeling, upgrades, landscaping or repairs performed, or "products" installed into or on real property or improvements, including but not limited to any structure, common areas, streets, utilities, or other improvements, that are appurtenant to any building, property or structure and including but not limited to streets, roads, pools, sewers, or other improvements to real property.

ENDORSEMENT # 10

This endorsement, effective 12:01 a.m., 05/01/2023 forms a part of
Policy No. PPP7496057 issued to University Square Owners Association
by **Greenwich Insurance Company**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

**AMENDED DEFINITION PERSONAL AND ADVERTISING INJURY
COVERAGES E AND U**

The Commercial Excess/Umbrella Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

DEFINITIONS

1. Under Definitions, Item 23. "Personal and advertising injury" is amended to include:
 - a. discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
 1. not done intentionally by or at the direction of any insured; and
 2. not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

AMENDATORY ENDORSEMENT CALIFORNIA

1. Definitions is amended to include the following:

Throughout this policy, any reference to "your" spouse includes a person who is "your" registered domestic partner as defined or recognized by California law.

Throughout this policy, any reference to "your" relative or "your" resident relative includes a relative of "your" registered domestic partner.
2. Under Conditions, condition 5. is deleted and replaced by the following:

Cancellation And Nonrenewal

 - a. "You" may cancel this policy by returning the policy to "us" or by giving "us" written notice and stating at what future date coverage is to stop.
 - b. "We" may cancel or not renew this policy by delivering or mailing written notice to the producer of record and to "you" at "your" mailing address last known to "us". "Our" notice will state the reason for the cancellation or nonrenewal. Proof of delivery or mailing is sufficient proof of notice.
 - c. If this policy has been in effect for 60 days or less, "we" may cancel for any reason. "We" will give "you" notice at least 10 days before the cancellation is effective. "Our" notice will state the date on which the cancellation is effective. Such notice may be delivered by electronic means if "you" have affirmatively consented to that method of delivery and have not withdrawn such consent.
 - d. If this policy has been in effect for more than 60 days, or if it is a renewal of a policy issued by "us", "we" may cancel only for one or more of the following reasons:
 - 1) nonpayment of premium;
 - 2) there has been a judgment by a court or an administrative tribunal that "you" have violated a law of this state or the United States involving an act that materially increases a hazard insured against;
 - 3) there has been a discovery of fraud or material misrepresentation committed by:
 - a) a person insured under this coverage or his or her representative in obtaining this insurance; or
 - b) "you" or "your" representative in pursuing a claim under this policy;
 - 4) there has been a discovery of willful or grossly negligent acts or omissions, or of violations of state laws or regulations establishing safety standards by "you" or "your" representative, that materially increase a hazard insured against;
 - 5) there has been a failure by "you" or "your" representative to implement reasonable loss control requirements to which "you" agreed to as a condition of the issue of this policy, or which were required in order to qualify for a particular rate or rating plan, if the failure materially increases a hazard insured against;
 - 6) the Insurance Commissioner has determined that the loss of, or changes in, "our" reinsurance would threaten "our" financial integrity or solvency;
 - 7) the Insurance Commissioner has determined that a continuation of this policy would place "us" in violation of the law or that continuation of coverage would threaten "our" solvency;

- 8) there has been a change made by "you" or "your" representative in the activities or property which has resulted in a materially added, increased, or changed hazard that is not included in the policy;
- 9) a material change in limits, type or scope of coverage, or exclusions in one or more of the underlying policies;
- 10) cancellation or nonrenewal of one or more of the underlying policies where such policies are not replaced without lapse; or
- 11) a reduction in financial rating or grade of one or more insurers, insuring one or more underlying policies based on an evaluation obtained from a recognized financial rating organization.

If "we" cancel this policy for nonpayment of premium or fraud, "we" will give "you" notice at least 10 days before the cancellation is effective. If "we" cancel this policy for any other reason, "we" will give "you" notice at least 30 days before cancellation is effective. "Our" notice will state the date on which the cancellation is effective. Such notice may be delivered by electronic means if "you" have affirmatively consented to that method of delivery and have not withdrawn such consent.

- e. "Your" return premium, if any, will be calculated on a pro rata basis and will be refunded at the time of cancellation or within 80 business days of cancellation unless this policy is subject to audit. If this policy is subject to audit, it will be refunded to "you" within 80 business days of the date "you" provide all information needed to conduct an audit. Payment or tender of the unearned premium is not a condition of cancellation.

- f. If "we" decide not to renew this policy, "we" will give "you" notice at least 60 days, but not more than 120 days, before the nonrenewal is effective.

However, notice of nonrenewal is not required if:

- 1) this policy is transferred to or renewed by another "insurer" in "our" insurance group without changing policy "terms" or the rate on which the premium is based;
- 2) the policy has been extended for 90 days or less after notice was given in accordance with the requirements of this condition;
- 3) "you" have obtained replacement coverage or have agreed in writing to obtain replacement coverage within 60 days of the termination of this policy;
- 4) this policy was issued for a term of 60 days or less and "you" were notified when the policy was issued that it would not be renewed;
- 5) "you" request a change in "terms" or hazards covered within 60 days of the end of the policy period; or
- 6) in accordance with the requirements of this condition, "we" have made a written offer to renew the policy with changed "terms" or at a change to the rate on which the premium is based.

3. Under Conditions, the following condition is added:

Conditional Renewal -- If "we" condition the renewal of this policy upon:

- a. a reduction in "limits";
- b. an elimination of coverage;
- c. an increase in deductibles; or
- d. a rate increase of more than 25%;

"we" will deliver or mail written notice to the producer of record and to "you", at the mailing address shown in the policy, at least 60 days, but not more than 120 days, before the end of the policy period. Such notice may be delivered by electronic means if "you" have affirmatively consented to that method of delivery and have not withdrawn such consent. Proof of delivery or mailing is sufficient proof of notice.

EXCLUSION -- FUNGUS OR RELATED PERILS COVERAGES E AND U

The Commercial Excess/Umbrella Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

DEFINITIONS

Under Definitions, the following definition is added:

"Fungus or related perils" means:

- a. a fungus, including but not limited to mildew and mold;
- b. a protist, including but not limited to algae and slime mold;
- c. wet rot;
- d. dry rot;
- e. a bacterium; or
- f. a chemical, matter, or compound produced or released by a fungus, a protist, wet rot, dry rot, or a bacterium, including but not limited to toxins, spores, fragments, and metabolites such as microbial volatile organic compounds.

COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGES

The following exclusions are added under Coverage E and Coverage U, item 2. Exclusions:

"We" do not pay for:

- a. actual or alleged "bodily injury", "property damage", or "personal and advertising injury" that results directly or indirectly from ingestion of, inhalation of, physical contact with, or exposure to "fungus or related perils".

However, this exclusion does not apply to:

- 1) "bodily injury" that results from a fungus cultivated or harvested for human consumption or a food-borne or beverage-borne bacterium that causes illness commonly known as food poisoning (Food-borne or beverage-borne bacteria that cause illness commonly known as food poisoning include but are not limited to *Staphylococcus aureus*, *Salmonella*, *Clostridium perfringens*, *Campylobacter*, *Listeria monocytogenes*, *Vibrio parahaemolyticus*, *Bacillus cereus*, and *Escherichia coli*.); or
 - 2) "bodily injury" suffered by an "employee" of an "insured" while performing duties in connection with the "insured's" farming operations, but only to the extent that "bodily injury" to an "insured's" "employees" is covered by this policy.
- b. any loss, cost, or expense arising out of any request, demand, or order that any "insured" or others test for, monitor, clean up, abate, remediate, dispose of, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "fungus or related perils".
 - c. any loss, cost, or expense arising out of any claim or "suit" by or on behalf of any governmental authority relating to testing for, monitoring, cleaning up, abating, remediating, disposing of, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of "fungus or related perils".

EXCLUSION -- DATA BREACH LIABILITY COVERAGES E AND U

The Commercial Excess/Umbrella Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGES

1. Exclusion m. under Coverage E, item 2. Exclusions, is deleted and replaced by the following:

m. any of the following:

- 1) "bodily injury", "property damage", or "personal and advertising injury" arising out of disclosure of or access to private or confidential information belonging to any person or organization; or
- 2) any loss, cost, expense, or "damages" arising out of damage to, corruption of, loss of use or function of, or inability to access, change, or manipulate "data records".

This exclusion also applies to "damages" for any expenses incurred by "you" or others arising out of 1) or 2) above, including expenses for credit monitoring, notification, forensic investigation, and legal research.

2. Exclusion x. under Coverage U, item 2. exclusions, is deleted and replaced by the following:

x. any of the following:

- 1) "bodily injury", "property damage", or "personal and advertising injury" arising out of disclosure of or access to private or confidential information belonging to any person or organization; or
- 2) any loss, cost, expense, or "damages" arising out of damage to, corruption of, loss of use or function of, or inability to access, change, or manipulate "data records".

This exclusion also applies to "damages" for any expenses incurred by "you" or others arising out of 1) or 2) above, including expenses for credit monitoring, notification, forensic investigation, and legal research.

CU 0403 09 14

CERTIFIED TERRORISM LOSS

1. The following definitions are added:
 - a. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States:
 - 1) to be an act of terrorism;
 - 2) to be a violent act or an act that is dangerous to human life, property, or infrastructure;
 - 3) to have resulted in damage:
 - a) within the United States; or
 - b) to an air carrier (as defined in section 40102 of title 49, United States Code); to a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or at the premises of any United States mission;
 - 4) 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; and
 - 5) to have resulted in insured losses in excess of five million dollars in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act, as amended.
 - b. "Certified terrorism loss" means loss that results from a "certified act of terrorism".
 2. The following provision is added:

If the Secretary of the Treasury determines that the aggregate amount of "certified terrorism loss" has exceeded one hundred billion dollars in a calendar year (January 1 through December 31), and "we" have met "our" insurer deductible under the Terrorism Risk Insurance Act, as amended, "we" will not pay for any portion of "certified terrorism loss" that exceeds one hundred billion dollars. If the "certified terrorism loss" exceeds one hundred billion dollars in a calendar year (January 1 through December 31), losses up to one hundred billion dollars are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury under the Terrorism Risk Insurance Act, as amended.
-

CU 1301 01 15

EXCLUSION -- COMMUNICABLE DISEASE COVERAGES E AND U

The Commercial Excess/Umbrella Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGES

The following exclusions are added under Coverage E and Coverage U, item 2.
Exclusions:

"We" do not pay for:

- a. "bodily injury", "property damage", or "personal and advertising injury" that arises out of the actual or alleged transmission of a communicable disease by:
 - 1) a person;
 - 2) an "insured's" property, including "products"; or
 - 3) the property of others in the care, custody, or control of an "insured".

This exclusion applies even if the claim or "suit" against any "insured" alleges negligence or other improper action in the:

- 1) failure to report the communicable disease to proper authorities;

- 2) failure to prevent the spread of the communicable disease;
- 3) hiring, supervising, training, employing, or monitoring of others who may be infected with and spread a communicable disease; or
- 4) testing or failure to test for a communicable disease.

b. any loss, cost, or expense arising out of any:

- 1) request, demand, or order that any "insured" or others test for, monitor, report, clean up, remove, contain, treat, detoxify, disinfect, sterilize, neutralize, or in any way respond to, assess the effects of, or eliminate a communicable disease or the conditions to which a communicable disease is attributed; or
- 2) claim or "suit" by or on behalf of any governmental body or authority relating to testing for, monitoring, reporting, cleaning up, removing, containing, treating, detoxifying, disinfecting, sterilizing, neutralizing, or in any way responding to, assessing the effects of, or eliminating a communicable disease or the conditions to which a communicable disease is attributed.

CU 0728 09 10

**EXCLUSION -- PROPERTY IN YOUR CUSTODY
COVERAGES E AND U**

SCHEDULE

Designated Operations:

Warehouses
Miniwarehouses
Cold individual storage lockers
Security and Patrol Agencies

The Commercial Excess/Umbrella Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGES

The following exclusion is added under Coverage E and Coverage U, item 2.
Exclusions:

"We" do not pay for "property damage" to property:

- a. given to "you" for safe storage; or
- b. on premises owned by or rented to "you";

but only with respect to the operations designated in the Schedule above.

EXCLUSION -- EXTERIOR INSULATION AND FINISH SYSTEMS COVERAGES E AND U

The Commercial Excess/Umbrella Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

DEFINITIONS

Under Definitions, the following definition is added:

"EIFS" means an exterior wall cladding or finish system used on any part of any structure, and consisting of:

- a. a rigid or semi-rigid insulation board made of expanded polystyrene or other materials;
- b. an adhesive or mechanical fastener used for the attachment of the insulation board to the substrate;
- c. a reinforced or unreinforced base coat on the face of the insulation board or base coat and mesh;
- d. a protective finish applied to the surface of the base coat providing surface texture to which color may be added; and
- e. any conditioners, primers, accessories, flashings, coatings, caulking, and sealants that interact to form an energy efficient wall.

COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGES

The following exclusions are added under Coverage E and Coverage U, item 2. Exclusions:

"We" do not pay for:

- a. actual or alleged "bodily injury", "property damage", or "personal and advertising injury" that arises out of the design, manufacture, sale, service, construction, fabrication, preparation, installation, application, maintenance, or repair, including any remodeling, correction, or replacement of an "EIFS" or any part thereof, or any substantially similar system or any part thereof, including any method or procedure to correct problems with installed or partially installed systems performed by or on behalf of an "insured".
- b. actual or alleged "bodily injury", "property damage", or "personal and advertising injury" that arises out of "your work" and that results directly or indirectly from any exterior component, fixture, or feature of any structure if an "EIFS" is used on any part of that structure.
- c. actual or alleged "bodily injury" or "property damage" included in the "products/completed work hazard" and that results directly or indirectly from any exterior component, fixture, or feature of any structure if an "EIFS" is used on any part of that structure.
- d. "bodily injury" or "property damage" liability assumed by an "insured" under a contract or agreement for the design, manufacture, sale, service, construction, fabrication, preparation, installation, application, maintenance, or repair, including any remodeling, correction, or replacement of an "EIFS" or any part thereof, or any substantially similar system or any part thereof.

CU 0705 09 10

**AMENDED DEFINITION
NEW ENTITIES ARE NOT INSUREDS
COVERAGES E AND U**

The Commercial Excess/Umbrella Liability Coverage is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

DEFINITIONS

Definition 1.b. is deleted.

NOTICE TO POLICYHOLDERS

IMPORTANT INFORMATION TO POLICYHOLDERS - CALIFORNIA

In the event you need to contact someone about this Policy for any reason please contact your agent. If you have additional questions, you may contact the insurance company issuing this Policy at the following address and telephone number:

**AXA XL
Seaview House
70 Seaview Avenue
Stamford, CT 06902-6040
1-800-622-7311**

If you have a problem with your insurance company, its agent or representative that has not been resolved to your satisfaction, please call or write to the Department of Insurance.

**Department of Consumer Affairs
Consumer Information Division
1625 North Market Blvd., Suite N 112
Sacramento, CA 95834**

Internet Website: www.dca.ca.gov

**1-800-952-5210
1-800-326-2297 (TDD Number)
916-445-1254 (If calling from within the Sacramento area)
916-928-1227 (TDD Number if calling from within the Sacramento area)**

Written correspondence is preferable so that a record of your inquiry can be maintained. When contacting your agent, company or the Bureau of Insurance, have your Policy Number available.



The Leader in HOA Insurance Since 1987

4/28/2023

University Square Owners' Association
Civil Code 5300(b)(9) Disclosure Summary Form

Property: No Coverage through our Agency.

General Liability: Great American Alliance Insurance Company: 5/1/2023 - 5/1/2024
\$1,000,000/\$2,000,000 per Occurrence/General Aggregate with a \$0 Deductible. Non-Owned and Hire Automobile Liability is included in this policy.

Umbrella Liability: Greenwich Insurance Company: 5/1/2023 - 5/1/2024
\$5,000,000 each Occurrence/General Aggregate with a \$0 Deductible.

Directors' and Officers Liability: Continental Casualty Company: 5/1/2023 - 5/1/2024
\$1,000,000 per Occurrence and Annual Aggregate with a \$1,000 retention per Occurrence.

Employee Dishonesty: Great American Insurance Company: 5/1/2023 - 5/1/2024
\$65,000 per Occurrence with a \$1,000 Deductible.

Workers' Compensation: No Coverage through our Agency.

Equipment Breakdown Coverage: No Coverage through our Agency.

Earthquake Insurance: No Coverage through our Agency.

Flood: No Coverage through our Agency.

This summary of the Association's policies of insurance provides only certain information, as required by subdivision (b) of Section 5300 of the Civil Code, and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any Association Member may, upon request and provision of reasonable notice, review the Association's Insurance Policies and, upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the Association maintains the Policies of Insurance specified in this summary, the Association's Policies of Insurance may not cover your property, including personal property or real property improvements to or around your dwelling, or personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any Deductible that applies. Association Members should consult with their individual Insurance Broker or Agent for appropriate additional coverage.

*****Coverage is Common Area Only. Each homeowner is responsible for insuring their own dwelling. For further information please call us at 877-317-9300.***



February 15, 2023

**Insurance Policy
Enclosed**

Aletha Coffey
Socher Insurance Agency, Inc
1350 Old Bayshore Highway, Suite 630
BURLINGAME, CA 94010

Subject: Directors & Officers Insurance
Policy Number: 0251371376
Insurance Carrier: CNA
Policy Period: 05/01/2023 to 05/01/2024

Insured: University Square Owners Association
c/o: Extreme Association Management LLC
19500 Monterey Road
Suite B
MORGAN HILL, CA 95037

The information below is in reference to the above stated client.

Dear Aletha:

Thank you for choosing Ian H. Graham Insurance. Attached you will find the policy for the above-referenced insured.

This policy qualifies for automatic renewal because there have been no losses and no material changes to this risk reported during the expiring policy period. In the event of any material changes, this renewal offer is void and you must contact our office to review available renewal terms.

To comply with state regulations on renewal procedures and the terms and conditions of the policy, we are notifying you that our renewal offer may contain a change in coverage and/or an increase in premium. This will serve as your only notice of such changes.

Payment is due upon receipt of the policy and invoice. Please remit payment in full, including a \$35 policy administrative charge no later than the date provided on the invoice. Untimely payment may result in cancellation pursuant to the terms and conditions of the policy.

If you have any questions, or would like additional information, please feel free to call us at 1-800-621-2324 Monday through Friday from 9:30 a.m. to 7:00 p.m. Eastern Standard Time. You may also contact us at info@ihginsurance.com.

We look forward to working with you in the future.

Sincerely,

Josh Srnka
Vice President

The individual servicing this account will be:
Katherine Tan
Phone Number: 818-742-0762
Email: katherine.tan@aon.com

Enclosures

aeweb T56

Ian H. Graham Insurance is the brand name for the brokerage and program administration operations of Affinity Insurance Services, Inc.; (TX 13695); (AR 100106022); in CA & MN, AIS Affinity Insurance Agency, Inc. (CA 0795465); in OK, AIS Affinity Insurance Services Inc.; in CA, Aon Affinity Insurance Services, Inc., (CA 0G94493), Aon Direct Insurance Administrators and Berkely Insurance Agency and in NY, AIS Affinity Insurance Agency.

Ian H. Graham Insurance | 15303 Ventura Boulevard, 12th Floor | Sherman Oaks, CA 91403
toll-free: 1-800-621-2324 | fax: 1-866-229-3754 | www.ihginsurance.com

POLICY HOLDER NOTICE - COUNTRYWIDE

IMPORTANT INFORMATION

**NOTICE – OFFER OF TERRORISM COVERAGE;
DISCLOSURE OF PREMIUM**

THIS NOTICE DOES NOT FORM A PART OF THE POLICY, GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

As used herein, 1) “we” means the insurer listed on the Declarations or the Certificate of Insurance, as applicable; and 2) “you” means the first person or entity named on the Declarations or the Certificate of Insurance, as applicable.

You are hereby notified that under the Terrorism Risk Insurance Act, as extended and reauthorized ("Act"), you have a right to purchase insurance coverage of losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, subject to all applicable policy provisions. The Terrorism Risk Insurance Act established a federal program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks.

This Notice is designed to alert you to coverage restrictions and to certain terrorism provisions in the policy. If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) apply.

CHANGE IN THE DEFINITION OF A CERTIFIED ACT OF TERRORISM

The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism. Originally, the Act provided that to be certified, an act of terrorism must cause losses of at least five million dollars and must have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest to coerce the government or population of the United States. However, the 2007 re-authorization of the Act removed the requirement that the act of terrorism must be committed by or on behalf of a foreign interest, and now certified acts of terrorism may encompass, for example, a terrorist act committed against the United States government by a United States citizen, when the act is determined by the federal government to be "a certified act of terrorism."

In accordance with the Act, we are required to offer you the ability to purchase coverage for losses resulting from an act of terrorism that is certified under the federal program. The other provisions of this policy, including nuclear, war or military action exclusions, will still apply to such an act.

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The Department of the Treasury will pay a share of terrorism losses insured under the federal program. In 2015, the federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention, and shall decrease by 1 percentage point per calendar year until equal to 80%.

LIMITATION ON PAYMENT OF TERRORISM LOSSES

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

Further, this coverage is subject to a limit on our liability pursuant to the federal law where, if aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a calendar year (January 1 through December 31) and we have met our insurer deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. In such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

CONFIRMATION OF ACCEPTANCE OF COVERAGE

In accordance with the Act, we offered you coverage for losses resulting from an act of terrorism that is certified under the federal program. This notice confirms that you have chosen to accept our offer of coverage for certified acts of terrorism. The policy's other provisions, including nuclear, war or military action exclusions, will still apply to such an act. The premium charge for terrorism coverage, if any, is shown separately on the Declarations or the Certificate of Insurance, as applicable.

POLICYHOLDER NOTICE

Economic and Trade Sanctions Conditions

Ethics and proper business conduct has been the cornerstone of CNA since 1897. While much has changed during the last century, our commitment to these core values has not wavered. We strongly believe that proper business conduct is more than the practice of avoiding wrong; it is also a matter of choosing to do right. Nowhere is this more essential than helping in the fight against terrorism. As such, we are committed to complying with U.S. Department of Treasury Office of Foreign Asset Control (OFAC) requirements.

Through a variety of laws, OFAC administers and enforces economic sanctions against countries and groups of individuals, such as terrorists and narcotics traffickers. These laws prohibit all United States citizens (including corporations and other entities) and permanent residents from engaging in transactions with sanctioned countries and with individuals and entities on the Specially Designated Nationals (SDN) list. Because all U.S. citizens and companies are subject to this law, we wanted to be sure you were aware of its scope and restrictions. If you haven't already done so, you may want to consider discussing this issue with your legal counsel to ensure you are in compliance.

For insurance companies, accepting premium from, issuing a policy to, insuring property of, or making a claim payment to an individual or entity that is the subject of U.S.-imposed economic sanctions or trade embargoes usually are violations of these laws and regulations. Fines for violating OFAC requirements can be substantial. CNA has established an OFAC compliance program part which includes the use of exclusionary policy language. We believe this makes good business sense for CNA and you.

The purpose of this letter is to advise you that your policy includes OFAC exclusionary policy language, which may reduce or eliminate certain coverage. Specifically, if it is determined that your policy violates certain Federal or State laws or regulations, such as the U.S. list of Specially Designated Nationals or Blocked Persons (organizations or individuals associated with terrorist groups), any term or condition of your policy will be null and void to the extent it violates the applicable laws or regulations of the United States.

We're sure you share our commitment to compliance and thank you for your cooperation.

Your policy language reads as follows:

ECONOMIC AND TRADE SANCTIONS CONDITION

The following condition is added to the Policy:

ECONOMIC AND TRADE SANCTIONS CONDITION

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy is void from its inception with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

1. Any insured, or any person or entity claiming the benefits of an insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to U.S. economic or trade sanctions;
2. Any claim or "suit" that is brought in a Sanctioned Country or by a Sanctioned Country Government, where any action in connection with such claim or suit is prohibited by U.S. economic or trade sanctions;
3. Any claim or "suit" that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to U.S. economic or trade sanctions;
4. Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country Government, where any activities related to such property are prohibited by U.S. economic or trade sanctions; or
5. Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to U.S. economic or trade sanctions.

As used in this endorsement a Specially Designated National or Blocked Person is any person or entity that is on the list of Specially Designated Nationals and Blocked Persons issued by the U.S. Treasury Department's Office of Foreign Asset Control (OFAC) as it may be from time to time amended.

As used in this endorsement a Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States of America.

THIS DISCLOSURE NOTICE DOES NOT PROVIDE COVERAGE NOR DOES THIS NOTICE REPLACE ANY PROVISIONS OF YOUR POLICY. YOU SHOULD READ YOUR POLICY: AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGE AND PRICE OF YOUR POLICY. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS NOTICE, THE PROVISIONS OF THE POLICY SHALL PREVAIL. YOUR INDEPENDENT INSURANCE AGENT WILL BE ABLE TO EXPLAIN THE TERMS OF THE CONTRACT IN DETAIL.

Policy No.: 0251371376

Issued To: University Square Owners Association
Effective Date: 05/01/2023

NOTICE:

WITH RESPECT TO ASSOCIATION LIABILITY COVERAGE PART, THIS IS A CLAIMS MADE POLICY AND, SUBJECT TO ITS PROVISIONS, APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE NAMED ENTITY INSUREDS DURING THE POLICY PERIOD. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE AFTER THE END OF THE POLICY PERIOD UNLESS, AND TO THE EXTENT THAT, THE EXTENDED REPORTING PERIOD APPLIES.

THE CRIME COVERAGE PART APPLIES TO A COVERED LOSS SUSTAINED RESULTING FROM ACTS OR EVENTS OCCURRING DURING THE POLICY PERIOD UNLESS CERTAIN CONDITIONS CONCERNING PRIOR INSURANCE ARE MET.

DEFENSE COSTS INCURRED UNDER COVERAGE PARTS A REDUCE THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTION. PLEASE REVIEW THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

NAMED ENTITY AND MAILING ADDRESS		NAMED ENTITY NUMBER AND PHYSICAL ADDRESS	
Item 1.	University Square Owners Association c/o Extreme Association Management LLC 19500 Monterey Road Suite B MORGAN HILL, CA 95037		Oaks Street & Baines Street EAST PALO ALTO, CA 94303
POLICY NUMBER		INSURER	
	0251371376		Continental Casualty Company CNA Center, 151 North Franklin Street Chicago, IL 60606

Item 2. **Policy Period:** 05/01/2023 to 05/01/2024
12:01 a.m. local time at the address stated in Item 1.

Item 3. **Policy Premium:** \$1,577.00

Total Amount Due: \$1,577.00

Item 4. Notices to Insurer:

Claims:
CNA – Community Association Claims Reporting
P.O. Box 8317
Chicago, IL 60680-8317

Email: newlossnfpca@cna.com

All other notices:
Ian H. Graham Insurance, a division of
Affinity Insurance Services, Inc.
Managing General Underwriter
15303 Ventura Boulevard, 12th Floor
Sherman Oaks, CA 91403

Item 5. Coverage:

This Policy is issued with the Limits of Liability and Retentions set forth, subject to the Prior or Pending Date, if applicable all as set forth in the schedule below.

Defense Costs are included within the applicable limit of liability for **Association Liability Coverage Part**. Defense costs are neither covered nor included within the applicable limits(s) of liability for the **Crime Coverage Part**.



This Policy includes *only* those coverages designated with a "Yes" as "Included" in column ① of the Coverage Schedule set forth below. *If neither "Yes" or "No" is designated for a Coverage Part or a specific Crime Coverage Part Insuring Agreement, such Coverage Part or specific Crime Coverage Part Insuring Agreement is not included.*

COVERAGE PART	① INCLUDED (YES OR NO)	② SCHEDULED LIMITS OF LIABILITY	③ SCHEDULED RETENTIONS	④ PRIOR OR PENDING DATE
Association Liability	Yes	\$1,000,000 Aggregate Limit of Liability for all Loss paid on behalf of all Named Entity Insureds for all Claims first made during each Policy Period .	\$1,000	05/01/2012
Crime:		\$ per loss		<i>Not Applicable</i>
Insuring Agreement 1: Employee Dishonesty	No	N/A	N/A	
Insuring Agreement 2: Forgery or Alteration	No	N/A	N/A	
Insuring Agreement 3: Theft, Disappearance and Destruction	No	N/A	N/A	
Insuring Agreement 4: Computer Fraud and Wire Transfer Fraud	No	N/A	N/A	

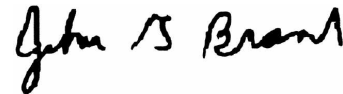
Item 6. Any natural person or entity property manager hired by the **Named Entity** to provide **Property Management Services**.

Item 7. Endorsements forming a part of this Policy at issuance:

CNA-81758-XX (3/15)	Notice - Offer of Terrorism Coverage; Disclosure of Premium
G-145126-A (8/03)	Policyholder Notice Economic and Trade Sanctions Conditions
G-145170-AC (6/03)	Community Association Policy General Terms and Conditions
G-145171-AC (6/03)	Community Association Liability Coverage Part
CNA-77509-XX (1/14)	Network Risk and Privacy Claim Endorsement
CNA-77510-CA (5/14)	Privacy Event Expense Endorsement - California
CNA-77511-XX (1/14)	Amend Claims By Insured Exclusions Endorsement
CNA-77513-XX (1/14)	Outside Director Endorsement
CNA-77515-XX (1/14)	Supplementary Payment - Defendant Reimbursement Endorsement
CNA-77516-XX (1/14)	Defense Costs Outside the Limits Endorsement
CNA-77517-XX (1/14)	Public Relations Event Expenses Endorsement
CNA-80749-XX (11/14)	Unlimited Extended Reporting Period Endorsement for Past Directors or Officers
CNA-81751-XX (3/15)	Cap on Losses from Certified Acts of Terrorism Endorsement
CNA-90997-XX (1/18)	Immigration Claim Defense Costs Endorsement
CNA-95307-XX (3/19)	Workplace Violence Act Endorsement (with Sublimit)
GSL-8393-XX (3/07)	Remove Specified Peril
GSL-8394-XX (3/07)	Breach of Contract Defense Coverage with Sublimit Endorsement
GSL-11876-XX (2/10)	Bi-Lateral Optional Extended Reporting Period Endorsement
GSL-40679-XX (8/11)	Amend Settlement Endorsement
GSL-40680-XX (8/11)	Mediation Endorsement
CNA-80748-XX (11/14)	First Dollar Defense Endorsement
G-145127-A04 (6/03)	Cancellation and Nonrenewal Endorsement - California
G-145129-A04 (6/03)	Amendatory Changes - California

These Declarations, along with the completed and signed **Application**, the Policy, and any written endorsements attached shall constitute the contract between the **Named Entity Insureds** and the Insurer.

Authorized Representative: _____



Date: _____

02/15/2023

In consideration of the payment of the premium and in reliance upon all statements made in the **Application** furnished to the Insurer designated in the Declarations, a stock insurance corporation, hereafter called the Insurer, the Insurer and the **Named Entity Insureds** agree as follows:

I. TERMS AND CONDITIONS

The terms and conditions of each **Coverage Part** apply only to that **Coverage Part** and shall not apply to any other **Coverage Part**. If any provision in these General Terms & Conditions is inconsistent or in conflict with the terms and conditions of any **Coverage Part**, the terms and conditions of that **Coverage Part** shall control for purposes of that **Coverage Part**.

II. DEFINITIONS

Words set forth in bold have the meaning set forth below. However, any bolded word defined in these General Terms & Conditions that is defined differently in a **Coverage Part** shall, for purposes of coverage under that **Coverage Part**, have the meaning defined in that **Coverage Part**.

1. **Application** means all applications for this Policy and for any policy in an uninterrupted series of policies issued by the Insurer or any affiliate of the Insurer of which this Policy is a renewal or replacement. **Application** includes any materials submitted or required to be submitted with the **Application**. An "affiliate of the Insurer" means an insurer controlling, controlled by or under common control with the Insurer.
2. **Coverage Part** means only those coverage parts designated in the Declarations as "Included" in this Policy and attached hereto.
3. **Crime Coverage Part** means the Crime Coverage Part, if such **Coverage Part** is designated as "Included" in the Declarations and attached hereto.
4. **Crime Loss** means loss sustained under the **Crime Coverage Part**.
5. **Defense Costs** means all reasonable and necessary fees charged by attorneys designated by the Insurer, or by the **Named Entity Insureds** with the Insurer's written consent. **Defense Costs** also include all other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Liability Claim** if incurred by the Insurer, or by the **Named Entity Insureds** with the written consent of the Insurer, including the costs of appeal, attachment or similar bonds. However, the Insurer has no obligation to provide such bonds. **Defense Costs** shall not include salaries, wages, fees, overhead or benefit expenses associated with the directors, officers, employees, trustees, committee members, or volunteers of **Named Entity**, any **Subsidiary**, or **Property Manager**.
6. **ERISA or any Similar Act** means the Employee Retirement Income Security Act of 1974, as amended, or any similar common or statutory law of the United States or its states, territories or possessions, or any other jurisdiction anywhere in the world.
7. **Executive Officer** means with respect to **Named Entity**, any **Subsidiary**, or **Property Manager**, its trustees, chairperson, chief executive officer, president, chief financial officer, in-house general counsel, and the director of human resources or equivalent position.
8. **Financial Insolvency** means, with respect to any **Named Entity** covered under any **Coverage Part** designated as "included" in the Declarations attached hereto:

- a. the appointment by any state or federal official, agency or court of a receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate such **Named Entity**; or such **Named Entity** becoming a debtor in possession; and
 - b. except with respect to a **Change in Status**, the inability of such organization financially or under applicable law to advance **Defense Costs** or indemnify the **Insureds** for **Liability Loss**.
9. **Fungi** means any form of fungus, including but not limited to yeast, mold, mildew, rust, smut or mushroom, and any spores, mycotoxins, odors or any other substances, products, or by products produced by, released by, or arising out of the current or past presence of fungi.
10. **Insured Person** means any natural person covered under the **Liability Coverage Part**.
11. **Interrelated Wrongful Acts** means any **Wrongful Acts** which are logically or causally connected by reason of any common fact, circumstance, situation, transaction or event.
12. **Liability Claim** means any claim covered under the **Liability Coverage Part**.
13. **Liability Coverage Part** only means the **Association Liability Coverage Part**, if such **Coverage Part** is designated as "Included" in the Declarations attached to this policy.
14. **Liability Loss** means loss covered under the **Liability Coverage Part**.
15. **Loss** means all **Liability Loss** and all **Crime Loss**.
16. **Microbe** means any non-fungal microorganism or non-fungal colony-form organism that causes infection or disease including but not limited to any spores, mycotoxins, odors or any other substances, products, or by products produced by, released by, or arising out of the current or past presence of microbes.
17. **Named Entity** means the association named in Item 1 of the Declarations, including such association as a debtor in possession under Chapter 11 of the United States Bankruptcy Code or an equivalent status under the law of any other country.
18. **Named Entity Insureds** means the **Named Entity**, **Subsidiaries**, **Property Manager** and **Insured Persons** covered under under any **Coverage Part** designated as "Included" in the Declarations.
19. **Policy Period** means the period from the effective date of this Policy to the Policy expiration date stated in Item 2 of the Declarations, or its earlier cancellation date.
20. **Policy Premium** means the original premium and the fully annualized amount of any additional premiums, other than the Extended Reporting Period premium, charged by the Insurer before or during the **Policy Period**.
21. **Pollutants** means any substance exhibiting hazardous characteristics as, is or may be defined or identified on any list of hazardous substances issued by the United States Environmental Protection Agency or any state or local or foreign counterpart. **Pollutants** also means, without limitation, any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste (including materials to be recycled, reconditioned or reclaimed), as well as any air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos, or asbestos products.

22. **Property Manager** means the entity or natural person specified in Item 6 of the Declarations. If an entity is specified in Item 6, **Property Manager** shall also include **Property Manager Employees** employed by such entity to provide real estate **Property Management Services** to the **Named Entity**.
23. **Property Manager Employee** means any natural person in the regular service of a **Property Manager** in the ordinary course of such **Property Manager's** business, whom such **Property Manager** governs and directs in the performance of such service, including any part-time, seasonal, leased or temporary employee, or any duly elected or appointed director, officer, member of the board of managers or management committee member while performing **Property Management Services** within the usual scope of a **Property Manager Employee**.
24. **Subsidiary** means any entity which qualifies as a non-profit entity under Internal Revenue Code Section 501(c)(3) and any amendment thereto, during any time in which the **Named Entity** owns or controls, directly or through one or more **Subsidiaries**, the right to elect or appoint more than 50% of the entity's directors or trustees.
25. **Change in Status** means the consolidation or merger of the **Named Entity** into or with another entity, or **Financial Insolvency**:

III. EXTENDED REPORTING PERIOD/DISCOVERY

1. Solely with respect to any **Liability Coverage Part**, if the Insurer non-renews this Policy, the **Named Entity** shall be provided, at no additional charge, an extension of this Policy for a period of 30 days immediately following the end of the **Policy Period**, but only with respect to **Claims** made against **Named Entity Insureds** and reported to the Insurer during such extension by reason of any **Wrongful Act** committed before the earlier of the end of the **Policy Period** or the effective date of any **Change in Status**.

This period shall be referred to as the automatic Extended Reporting Period.

2. If the Insurer non-renews this Policy, the **Named Entity** shall have the right to purchase, upon payment of an additional premium equal to 100% of the annualized **Policy Premium**, an extension of this Policy for a period of 12 months immediately following the end of the **Policy Period**, but only with respect to;
- under the **Liability Coverage Part**, any **Wrongful Act** committed before the earlier of the end of the **Policy Period** or the effective date of any **Change in Status**;
 - under the **Crime Coverage Part**, loss sustained completely prior to the earlier of the end of the **Policy Period** or the effective date of any **Change in Status**, which is discovered by the **Named Entity** no later than one year from the date of that termination or cancellation.

This period shall be referred to as the optional Extended Reporting Period.

3. As a condition precedent to the right to purchase the optional Extended Reporting Period, (i) the total premium for this Policy must have been paid; (ii) the **Named Entity** must request such Extended Reporting Period in writing, and such request must be received by the Insurer, at the address for notices set forth in Item 4 of the Declarations page, within 30 days of the end of the **Policy Period** or the effective date of any **Change in Status**, and (iii) the full payment of the premium for such Extended Reporting Period must be received by the Insurer within 30 days after the end of the **Policy Period**.

4. If the optional Extended Reporting Period is purchased, the entire premium shall be deemed fully earned at its commencement without any obligation by the Insurer to return any portion thereof.
5. There is no separate or additional limit of liability for the automatic or optional Extended Reporting Period.
6. No receiver, conservator, liquidator, trustee, rehabilitator, or similar official and no governmental agency, body or representative can exercise the right to: (i) purchase extended discovery with respect to the **Crime Coverage Part**; or (ii) report any claim under the **Crime Coverage Part**. In addition, the Extended Reporting Period terminates immediately with respect to the **Crime Coverage Part** on the effective date of any other insurance obtained by **Named Entity Insureds** or any other party which replaces, in whole or in part, the coverage afforded by the **Crime Coverage Part**, regardless of whether such insurance provides coverage for **Loss** sustained prior to the effective date of this Policy.

IV. ESTATES, LEGAL REPRESENTATIVES AND SPOUSES

The estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners of **Insured Persons** shall be considered **Named Entity Insureds** under the **Liability Coverage Part**; provided, however, coverage is afforded to such estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners only for a **Claim** arising solely out of their status as such and, in the case of a spouse, where such **Claim** seeks damages from marital community property, jointly held property or property transferred from the **Insured Person** to the spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative, assign, spouse or legally recognized domestic partners. All terms and conditions of this Policy, including without limitation the retention applicable to **Liability Loss** incurred by the **Insured Person**, shall also apply to loss incurred by such estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners.

V. LIMIT OF LIABILITY/RETENTIONS

1. Limit of Liability
 - a. The Scheduled Limits of Liability set forth in Item 5 of the Declarations as the Scheduled Limits of Liability for the **Association Liability Coverage Part** shall be the maximum aggregate Limits of Liability of the Insurer for all **Liability Loss** under such **Coverage Part**, regardless of the number of **Claims** made against the **Named Entity Insureds**;
 - b. The Scheduled Limit of Liability set forth in Item 5 of the Declarations as the Scheduled Limit of Liability for the **Crime Coverage Part** shall be the maximum limit of liability of the Insurer for each **Crime Loss** under the **Crime Coverage Part**. Such limit of liability shall not accumulate from **Policy Period** to **Policy Period**
 - c. If the Limit of Liability for any **Coverage Part** is exhausted by payment of **Loss**, the Insurer's obligations under such **Coverage Part** shall be deemed completely fulfilled and extinguished.
 - d. The Insurer shall pay **Liability Loss** on behalf of the **Named Entity Insureds**, and shall pay **Crime Loss** as incurred by the **Named Entity Insureds**, without consideration of other future obligations.
 - e. The liability of the Insurer for all **Crime Loss** sustained by more than one **Named Entity Insured** shall not exceed the amount that the Insurer would pay if all **Crime Loss** had been sustained by one **Named Entity Insured**.

- f. In the event any loss is covered partly by the **Crime Coverage Part** and partly by any prior canceled or terminated insurance that the Insurer or any affiliate issued to the **Named Entity Insureds**, the most the Insurer will pay with respect to such loss is the larger of the amount recoverable under the **Crime Coverage Part** or the prior insurance.
- g. If any loss is covered partly by the **Crime Coverage Part** and partly by any prior canceled or terminated insurance issued by any carrier other than the Insurer or any affiliate: (i) any retention amount applicable to the loss under the **Crime Coverage Part** will be reduced by any deductible or retention amount applicable under the prior insurance, and (ii) the limit applicable to the loss under the **Crime Coverage Part** will be reduced by any amount paid or payable to the **Named Entity Insured** under the prior insurance.

2. Retentions

- a. Subject to paragraph c below, the Insurer is liable to pay only that amount of **Loss** in excess of any applicable retention. The Insurer will have no obligation to pay all or any portion of any applicable retention.
- b. Separate Retentions as set forth in Item 5 of the Declarations as the Scheduled Retentions shall apply to each **Loss** under each **Coverage Part**.
- c. No retention applies with respect to any **Liability Loss** in a **Claim** against any **Insured Persons** if the **Named Entity**, or any **Subsidiary** are not permitted to advance **Defense Costs** or to indemnify such **Insured Persons** for **Liability Loss** by reason of:
 - (1) **Financial Insolvency**; or
 - (2) a good faith determination by **Named Entity**, or any **Subsidiary** that such payment is not permitted under the broadest construction of applicable law.
- d. Subject to Section XII below, if a **Loss** is covered under more than one **Coverage Part** and if more than one retention applies to such **Loss**, the maximum total retention amount applicable to such **Loss** shall be the amount of the largest applicable retention.

VI. DEFENSE AND SETTLEMENT OF LIABILITY CLAIMS

1. Defense of Claims

The Insurer has the right and duty to defend all **Liability Claims**, even if the allegations are groundless, false or fraudulent. The Insurer shall have the right to appoint counsel and to make such investigation and defense of a **Liability Claim** as it deems necessary. The Insurer's obligation to defend any **Liability Claim** or pay any **Liability Loss**, including **Defense Costs**, shall be completely fulfilled and extinguished if the limit of liability has been exhausted by payment of **Liability Loss**, or if the **Named Entity** has failed to pay its full retention for reasons other than **Financial Insolvency**.

2. Settlement

The Insurer shall not settle a **Liability Claim** without the consent of the **Named Entity Insureds**, other than any **Property Manager**, which shall not be unreasonably withheld. If the **Named Entity Insureds**, other than any **Property Manager** unreasonably refuse to consent to a settlement or compromise recommended by the Insurer, and acceptable to the claimant, then the applicable limit of liability under this Policy shall be reduced to the amount for which the **Liability Claim** could have been settled plus all **Defense Costs** incurred up to the time the Insurer made its recommendation.

3. Cooperation of **Named Entity Insureds**

The **Named Entity Insureds** shall not admit liability, consent to any judgment, agree to any settlement or make any settlement offer without the Insurer's prior written consent, such consent not to be unreasonably withheld. The Insurer shall not be liable for any **Loss** to which it has not consented. The **Named Entity Insureds** agree that they shall not knowingly take any action which increases the Insurer's exposure for **Loss** under this Policy. The **Named Entity Insureds** shall furnish the Insurer with copies of reports, investigations, pleadings, and all related papers, and such other information, assistance and cooperation as the Insurer may reasonably request.

VII. NOTICE/DATE OF CLAIM/INTERRELATED CLAIM CLAUSE/ SWORN PROOF OF LOSS

1. If, during the **Policy Period** or any Extended Reporting Period, if applicable, any **Claim** is first made against the **Named Entity Insureds**, the **Named Entity Insureds** shall, as a condition precedent to the obligations of the Insurer under this Policy, give a written notice to the Insurer as soon as reasonably possible.
2. If, during the **Policy Period** the **Named Entity Insureds** first become aware of a specific **Wrongful Act** which may reasonably give rise to a future **Liability Claim** and during such period give written notice to the Insurer of:
 - a. the names of any potential claimants and a description of the **Wrongful Act** which forms the basis of their potential **Claim**;
 - b. the identity of the specific **Named Entity Insureds** allegedly responsible for such specific **Wrongful Act**;
 - c. the consequences that have resulted or may result from such specific **Wrongful Act**;
 - d. the nature of the potential monetary damages or non-monetary relief which may be sought in consequence of such specific **Wrongful Act**; and
 - e. the circumstances by which **Named Entity Insureds** first became aware of such specific **Wrongful Act**;then any **Liability Claim** otherwise covered pursuant to the **Liability Coverage Part** which is subsequently made and which arises out of such **Wrongful Act** shall be deemed to have been first made and reported to the Insurer by the **Named Entity Insureds** at the time such written notice was received by the Insurer. No coverage is provided for fees and expenses incurred prior to the time such notice results in a **Liability Claim**.
3. Except as provided in subsection 2 above, a **Liability Claim** shall be deemed made:
 - a. in the case of a civil, criminal, administrative, regulatory proceeding or arbitration, on the earliest of the date of service upon or other receipt by any **Named Entity Insured** of a complaint, indictment, notice of charge or similar document against the **Named Entity Insured** in such proceeding or arbitration;
 - b. in the case of a written demand for monetary damages or non-monetary relief, on the **Named Entity Insureds'** receipt of such written demand.

4. More than one **Liability Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be considered as one **Liability Claim** which shall be deemed made on the earlier of:
 - a. the date on which the earliest such **Liability Claim** was first made, or
 - b. the first date valid notice was given by the **Named Entity Insureds** to the Insurer under this Policy of any **Wrongful Act** or under any prior policy of any **Wrongful Act**, or any fact, circumstance, situation, event or transaction which underlies any such **Liability Claim**.
5. With respect to the **Crime Coverage Part**, within 90 days after discovery the **Named Entity Insured** sustained a loss, the **Named Entity Insured** shall provide a detailed sworn proof of loss. The **Named Entity Insureds** will, upon request of the Insurer, submit to an examination under oath. The **Named Entity Insureds** will also notify the police if they have reason to believe that any loss involves a violation of law.
6. The **Named Entity Insureds** shall give written notice to the Insurer under this Policy as specified in Item 4 of the Declarations, which shall be effective upon receipt.

VIII. CANCELLATION

1. The Insurer may not cancel this Policy except for non-payment of any premium when due by providing to **Named Entity** written notice stating when, not less than 20 days thereafter, such cancellation shall be effective. This Policy is issued in consideration of the payment of the premium. If there is non-payment of the premium due on inception of the **Policy Period**, this policy does not take effect, and the Named Insured will be so notified.
2. The **Named Entity Insureds** grant the exclusive authority to cancel this Policy to **Named Entity**. **Named Entity** may cancel this Policy by providing the Insurer written notice stating when thereafter such cancellation shall be effective. The mailing or delivery of such notice shall be sufficient. The unearned premium shall be computed pro rata and premium adjustment may be made at the time cancellation is effected or as soon as practicable.

IX. NOTICES TO THE NAMED ENTITY

Any notices required under Section VIII, **CANCELLATION**, shall be provided to **Named Entity** at the address set forth in Item 1 of the Declarations and to the **Property Manager** if and at the address, specified in Item 6 of the Declarations for this Policy. The mailing of such notice shall be sufficient.

X. OTHER INSURANCE

If any **Loss** resulting from any **Claim** is insured under any other policies, this Policy shall apply only to the extent the **Loss** exceeds the amount paid under such other insurance whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over this Policy.

XI. APPLICATION

The **Named Entity Insureds** represent and acknowledge that the statements contained in the **Application** are true, are the basis of this Policy and are to be considered as incorporated into and constituting a part of this Policy, and shall be deemed material to the acceptance of this risk or the hazard assumed by the Insurer under this Policy. This Policy is issued in reliance upon the truth of such representations.

XII. COORDINATION AMONG COVERAGE PARTS

Should two or more **Coverage Parts** apply to the same **Loss**, the Insurer will not pay more than the actual **Loss** incurred by the **Named Entity Insureds**.

XIII. COVERAGE FOR NEW SUBSIDIARIES

1. If, after the effective date of this Policy, (i) **Named Entity**, or any **Subsidiary** creates or acquires an entity, or (ii) **Named Entity**, or any **Subsidiary** merges with another entity such that **Named Entity**, or any **Subsidiary** is the surviving entity, then such entity, and any subsidiaries, directors, officers, trustees or employees of such entity who otherwise would thereby become a **Named Entity Insured**, shall be covered under this Policy, subject to its terms and conditions, only if the Insurer, at its sole option, upon submission of such information as the Insurer may require and payment of any additional premium and/or amendment of the provisions of the Policy, agrees to provide coverage for such entity, subsidiaries, directors, officers or employees.
2. There shall be no coverage under the **Liability Coverage Part** for any **Wrongful Act** by such created, acquired or merged entity, or by any persons or entities considered to be **Named Entity Insureds** pursuant to Section XII.1 above, where such **Wrongful Act** occurred in whole or in part before the effective date of such acquisition or merger or for any **Wrongful Act** occurring on or after such date which, together with any **Wrongful Acts** occurring before such date, would be considered **Interrelated Wrongful Acts**. There is no coverage under the **Crime Coverage Part** (if included) for any event discovered prior to the effective date of such creation, merger or acquisition either by **Named Entity Insured**, or by the created, acquired or merged entity.

XIV. CHANGE OF STATUS**1. Change in Status of Named Entity**

In the event of a **Change in Status** of **Named Entity**, coverage under this Policy shall continue until this Policy is otherwise terminated, but only with respect to **Wrongful Acts** occurring, or **Loss** under the **Crime Coverage Part** sustained, before the effective date of the **Change in Status**, unless (i) the Insurer is notified in writing of the **Change in Status** prior to the **Change in Status** effective date and agrees in writing to provide coverage for **Wrongful Acts** occurring, or **Crime Loss** sustained, on or after such effective date, and (ii) **Named Entity** accepts any special terms, conditions, exclusions or additional premium charge required by the Insurer.

2. Cessation of Subsidiary

If any organization ceases to be a **Subsidiary**:

- a. there shall be no coverage under the **Liability Coverage Part** for any **Wrongful Act** by such organization or any **Insured Person** of such organization occurring after the date such organization ceased to be a **Subsidiary**; and
- b. there shall be no coverage under the **Crime Coverage Part** (if included) for **Crime Loss** sustained by the **Subsidiary** after the date it ceased to be a **Subsidiary**.

3. Transfer of a Plan

If the sponsorship of a **Plan** is transferred so that **Named Entity**, or any **Subsidiary** is no longer the sole employer sponsor of such **Plan**, there shall be no coverage under the **Crime Coverage Part** (if included) for **Crime Loss** sustained by or with respect to such **Plan** after the date of such transfer.

XV. SUBROGATION AND RECOVERY

1. To the extent it pays any **Loss**, the Insurer shall be subrogated to all the **Named Entity Insureds'** rights of recovery therefor. The **Named Entity Insureds** shall execute all papers necessary to secure such rights, including executing any documents necessary to enable the Insurer effectively to bring suit in their name, and shall not act or fail to act in any way that impairs the Insurer's rights of subrogation or recovery.
2. If a **Loss** is in part insured and in part uninsured under this Policy or is in an amount in excess of the applicable limit of liability, the **Named Entity Insureds** and the Insurer shall attempt to agree upon an equitable allocation of any recoveries made, whether before or after payment of the **Loss** by the Insurer, from any person or source responsible for causing the **Loss**. Reasonable expenses incurred in making a recovery shall always have priority of payment from all such recoveries. If, after exerting their best efforts, the **Named Entity Insureds** and the Insurer are unable to agree upon such an allocation after taking into account due consideration for the respective parties' willingness to pay the expenses of making any recovery, the Insurer, if requested by the **Named Entity Insureds**, shall submit the dispute to binding arbitration. The rules of the American Arbitration Association shall apply with respect to the selection of the arbitration panel, which shall consist of one arbitrator selected by the **Named Entity Insureds**, one arbitrator selected by the Insurer, and a third independent arbitrator selected by the first two arbitrators.
3. In no event shall the **Named Entity Insureds** be entitled to recoup from recoveries any amount to satisfy any retention until after all amounts which the Insurer is required to pay or pays under any applicable **Coverage Part** are reimbursed to the Insurer.
4. Any allocation of recoveries for purposes of this Section **XV** shall not change any provisions dealing with calculation of insured **Crime Loss** under the **Crime Coverage Part**.

XVI. CHANGES

Notice to or knowledge possessed by any agent or other person acting on behalf of the Insurer shall not effect a waiver or a change in any part of this Policy or stop the Insurer from asserting any right under the provisions of this Policy, nor shall the provisions be waived or changed except by written endorsement issued to form a part of this Policy.

XVII. NAMED ENTITY AUTHORIZATION

1. The **Named Entity Insureds** agree that **Named Entity** will act on behalf of the **Named Entity Insureds** with respect to giving of all notice to the Insurer (except notices provided in Section VII.1 or 2), the receipt of notices from the Insurer, the payment of the premiums, the receipt of any return premiums that may become due under this Policy, and the acceptance of endorsements.
2. Payment of **Crime Loss** covered under the **Crime Coverage Part** to **Named Entity** shall discharge the Insurer from all further obligations under the **Crime Coverage Part** with respect to such **Crime Loss**, regardless of which **Named Entity Insured** sustained the **Crime Loss**.

XVIII. NO ACTION AGAINST INSURER

1. No action shall be taken against the Insurer unless, as a condition precedent, there shall have been full compliance with all the provisions of this Policy nor until the amount of the **Named Entity Insureds'** obligation to pay shall have been finally determined either by final and nonappealable judgment against the **Named Entity Insureds** after trial or by written agreement of the **Named Entity Insureds**, the claimant and the Insurer.

2. No person or organization shall have any right under this Policy to join the Insurer as a party to any **Liability Claim** against the **Named Entity Insureds** to determine the **Named Entity Insureds'** liability, nor shall the Insurer be impleaded by the **Named Entity Insureds** or their legal representatives in any such **Liability Claim**.
3. Legal proceedings for the recovery of any **Loss** claimed under the **Crime Coverage Part** shall not be brought prior to the expiration of 90 days after proof of loss was received by the Insurer nor more than two years after the loss was discovered.

XIX. ASSIGNMENT OF INTEREST

Assignment of interest under this Policy shall not bind the Insurer unless its consent is endorsed to this Policy.

XX. TERRITORY

Coverage shall apply solely to **Claims** brought and maintained entirety within and subject to the laws of the United States of America or any territory, possession, state, province or subdivision thereof.

XXI. ENTIRE AGREEMENT

The **Named Entity Insureds** agree that this Policy, consisting of the **Application**, the **Coverage Parts**, and all endorsements listed in the Declarations, constitute the entire contract existing between them and the Insurer or any of its agents relating to this insurance.

XXII. ECONOMIC AND TRADE SANCTIONS

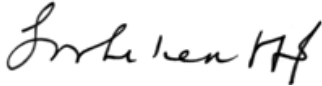
In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy is void from its inception with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

1. Any **Named Entity Insured**, or any person or entity claiming the benefits of a **Named Entity Insured**, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to U.S. economic or trade sanctions;
2. Any **Claim** that is brought in a Sanctioned Country or by a Sanctioned Country Government, where any action in connection with such **Claim** is prohibited by U.S. economic or trade sanctions;
3. Any **Claim** that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to U.S. economic or trade sanctions;
4. Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country Government, where any activities related to such property are prohibited by U.S. economic or trade sanctions; or
5. Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to U.S. economic or trade sanctions.

As used in this Policy, a Specially Designated National or Blocked Person is any person or entity that is on the list of Specially Designated Nationals and Blocked Persons issued by the U.S. Treasury Department's Office of Foreign Asset Control (O.F.A.C.) as it may be from time to time amended.

As used in this Policy, a Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States of America.

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by its Chairman and Secretary at Chicago, Illinois, but the same shall not be binding upon the Insurer unless countersigned by a duly authorized representative of the Insurer.



Chairman



Secretary

I. INSURING AGREEMENT

The Insurer shall pay all **Loss** resulting from any **Claim** first made against any **Named Entity, Subsidiary, Insured Person** or **Property Manager** during the **Policy Period** or the Extended Reporting Period, if applicable, for a **Wrongful Act** committed, attempted, or allegedly committed or attempted, by such **Named Entity Insured** before or during the **Policy Period**.

II. DEFINITIONS

For purposes of coverage under this **Coverage Part**:

1. **Claim** means:
 - a. a written demand for monetary damages or nonmonetary relief against a **Named Entity Insured** for a **Wrongful Act**;
 - b. a civil, criminal, or administrative adjudicatory proceeding against a **Named Entity Insured** for a **Wrongful Act**, including any appeal therefrom; or
 - c. a proceeding before the United States Equal Employment Opportunity Commission or any similar state, local or territorial governmental agency, against a **Named Entity Insured** for a **Wrongful Act** which is a **Wrongful Employment Practice**.
2. **Construction Defect** means any alleged or actual defective, faulty or delayed construction or any other matter recognized as a construction defect under applicable common or statutory law, whether or not as a result of (i) faulty or incorrect design or architectural plans, (ii) improper soil testing, (iii) inadequate or insufficient protection from subsoil, ground water or earth movement or subsidence, (iv) the construction, manufacture or assembly of any tangible property, (v) the failure to provide construction related goods or services as represented or to pay for such goods or services, or (vi) the supervision of such activities.
3. **Insured Persons** means all past, present or future duly elected or appointed directors, officers, trustees, employees (including full time, part time, seasonal, temporary, leased or loaned employees), or committee members of **Named Entity** or any **Subsidiary**; volunteers acting on behalf of and at the specific direction of the **Named Entity** or any **Subsidiary**; or **Property Manager Employees**.
4. **Loss** means damages, settlements, judgments (including any award of pre-judgment and post-judgment interest) and **Defense Costs** for which the **Named Entity Insureds** are legally obligated to pay on account of a covered **Claim**. **Loss** shall not include:
 - a. criminal or civil fines or penalties imposed by law;
 - b. taxes;
 - c. any amounts for which there is no legal recourse against the **Named Entity Insureds**; or
 - d. matters which are uninsurable under the law pursuant to which this Policy is construed.

Loss shall include punitive, exemplary or multiple damages, if insurable, to the fullest extent permitted by any applicable law.
5. **Publishers' Wrongful Act** means a **Wrongful Act** that is:
 - a. copyright, trademark, trade name, trade dress or service mark infringement;
 - b. unauthorized use of title;
 - c. plagiarism; or
 - d. misappropriation of ideas.

6. **Property Manager Services** means the following services provided by the **Property Manager** for **Named Entity** for a fee:
- a. development and implementation of management plans and budget;
 - b. oversight of physical maintenance of property;
 - c. solicitation, evaluation and securing of tenants and management of tenant relations, collection of rent and processing evictions;
 - d. development, implementation and management of loss control and risk management plans for real property;
 - e. development, implementation and management of contracts and subcontracts (excluding property and liability insurance contracts) necessary to the daily functioning of the property;
 - f. feasibility studies and recommendations regarding maintenance, repairs, renovations or alterations of managed premises, provided said maintenance, repairs, renovation or alterations do not involve the services of an architect; and
 - g. personnel administration and record keeping, including tax filings, in connection with a managed property.
7. **Specified Peril** means aircraft or self propelled missiles; explosion; fire; lightning; flood, surface water, waves, tidal water, overflow of a body of water or spray from any of the foregoing, even if driven by wind; hail; leakage from fire equipment; mechanical breakdown; smoke; soil, subsoil or earth movement or subsidence, whether by earthquake, landslide, mudslide, volcanic eruption or other natural or man-made causes; or wind.
8. **Wrongful Act** means any actual or alleged error, misstatement, misleading statement, act, omission, neglect or breach of duty committed or attempted by:
- a. the **Insured Persons** in their capacity as such, or any matter claimed against the **Insured Person** solely by reason of serving in such capacity;
 - b. any **Named Entity** or **Subsidiary**; or
 - c. a **Property Manager**, but solely in the capacity as a **Property Manager** performing **Property Manager Services**,
- including but not limited to any **Publishers' Wrongful Act**, any **Wrongful Employment Practice**, and any **Wrongful Personal Injury**.
9. **Wrongful Employment Practice** means any **Wrongful Act** constituting or relating to:
- a. wrongful dismissal or discharge or termination of employment, whether actual or constructive;
 - b. employment-related misrepresentation;
 - c. violation of any federal, state or local laws (whether common-law or statutory) concerning employment or discrimination in employment, including the Americans with Disabilities Act of 1992, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, Title VII of the Civil Rights Act of 1964 and the Civil Rights Act of 1866;
 - d. sexual harassment or other unlawful harassment in the work place;
 - e. wrongful deprivation of career opportunity or failure to employ or promote;
 - f. wrongful discipline of employees;
 - g. retaliation against employees for the exercise of any legally protected right or for engaging in any legally protected activity;

- h. negligent evaluation of employees;
- i. failure to adopt adequate workplace or employment policies and procedures;
- j. employment-related defamation or invasion of privacy; or
- k. employment-related wrongful infliction of emotional distress

10. **Wrongful Personal Injury** means a **Wrongful Act** of:

- a. false arrest, wrongful detention or imprisonment;
- b. malicious prosecution;
- c. libel, slander or other defamation;
- d. publication or an utterance in violation of an individual's right to privacy;
- e. wrongful entry or eviction, or other invasion of the right to private occupancy; or
- f. discrimination, other than employment related discrimination.

III. EXCLUSIONS

1. Exclusions Applicable to all Loss

The Insurer shall not be liable to pay any **Loss** in connection with any **Claim**:

- a. based upon, directly or indirectly arising out of, or in any way involving any:
 - (1) actual or alleged bodily injury, sickness, disease, emotional distress, mental anguish or death of any person (except employment-related wrongful infliction of emotional distress in a **Claim** for a **Wrongful Employment Practice**);
 - (2) actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, growth or presence of **Fungi** or **Microbes**; or the actual, alleged or threatened failure to detect, report, test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of or in any way respond to, assess the effects of or advise of the existence of any **Fungi** or **Microbes**. This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the **Losses** claimed;
 - (3) **Construction Defect**;
 - (4) **Specified Peril** (except that part of **Loss** which constitutes **Defense Costs** in a **Claim** for such **Specified Peril**); or
 - (5) damage to tangible property; loss of use or view, or destruction or deterioration of any tangible property; or failure to supervise, repair or maintain tangible property. However, this exclusion shall not apply to that part of **Loss** which constitutes **Defense Costs** in **Claims** for (a) decisions by the board of the **Named Entity** or any committee thereof to impose assessments upon residents, unit owners or members of the **Named Entity**; or (b) decisions of the board of the **Named Entity** in approving or rejecting the request to make physical changes to tangible property, but in no event decisions relating to the execution or quality of such physical changes;
- b. based upon, directly or indirectly arising out of, or in any way involving:
 - (1) any **Wrongful Act** or any matter, fact, circumstance, situation, transaction, or event which has been the subject of any notice given under any prior policy, in whole or in part, regardless of whether such prior policy affords coverage; or

- (2) any other **Wrongful Act** whenever occurring, which, together with a **Wrongful Act** described in (1) above, would constitute **Interrelated Wrongful Acts**;
- c. based upon, directly or indirectly arising out of, or in any way involving or constituting any civil, criminal, administrative or regulatory proceeding, investigation or arbitration against any of the **Named Entity Insureds**:
 - (1) pending prior to the applicable Prior or Pending Date set forth in the Coverage Schedule of the Declarations; or
 - (2) which has been the subject of any notice given under any prior policy, regardless whether such prior policy affords coverage for such proceeding, investigation, or arbitration;or any fact, circumstance, situation, transaction or event underlying or alleged in such proceeding, investigation or arbitration;
- d. based upon, directly or indirectly arising out of, or in any way involving: any nuclear reaction, radiation or contamination, or any actual, alleged or threatened discharge, release, escape, or disposal of, or exposure to, **Pollutants**; any request, direction or order that any of the **Named Entity Insureds** test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to or assess the effect of **Pollutants** or nuclear reaction, radiation or contamination, or any voluntary decision to do so; or any actual or alleged property damage, or bodily injury, sickness, disease or death of any person, or financial loss to **Named Entity** or any **Subsidiary**, their security holders, or their creditors resulting from any of the aforementioned matters; provided however, this exclusion shall not apply to any **Claim** for retaliatory treatment of the claimant by the **Named Entity Insureds** on account of the claimant's actual or threatened disclosure of the matters described in this exclusion;
- e. for any **Wrongful Act** by **Insured Persons** in the discharge of their duties in their capacities, or solely by reason of their status, as directors, officers, trustees, regents, governors or employees of any entity other than **Named Entity**, any **Subsidiary** or the **Property Manager**, even if directed or requested by **Named Entity**, any **Subsidiary** or the **Property Manager** to serve as directors, officers, trustees, regents, governors or employees of such other entity;
- f. where it is established in a final adjudication by the judge, jury or arbitrator in such **Claim** that such **Named Entity Insured** gained any profit, remuneration or pecuniary advantage to which they were not legally entitled. For purposes of determining the applicability of this exclusion, the **Wrongful Act** of an **Insured Person** shall not be imputed to any other **Insured Person**, and only facts pertaining to and knowledge possessed by an **Executive Officer** shall be imputed to the **Named Entity**, any **Subsidiary** or **Property Manager** for the purpose of determining if coverage is available;
- g. where it is established in a final adjudication by the judge, jury or arbitrator in such **Claim** that such **Named Entity Insured** committed any fraudulent or criminal **Wrongful Act** with actual knowledge of its wrongful nature or with intent to cause damage. For purposes of determining the applicability of this exclusion, the **Wrongful Act** of an **Insured Person** shall not be imputed to any other **Insured Person**, and only facts pertaining to and knowledge possessed by an **Executive Officer** shall be imputed to the **Named Entity**, any **Subsidiary** or **Property Manager** for the purpose of determining if coverage is available;
- h. based upon, directly or indirectly arising out of, or in any way involving a lockout, strike, picket line, replacement or other similar actions resulting from labor disputes or labor negotiations, or the Workers' Adjustment and Retraining Notification Act, Public Law 100-379 (1988), or any amendment thereto, or any similar federal, state, local or common law;

- i. based upon, directly or indirectly arising out of, or in any way involving any actual or alleged violation of (i) **ERISA or any Similar Act**; (ii) any law governing workers' compensation, unemployment insurance, social security, disability or similar law, (iii) the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), (iv) the Fair Labor Standards Act (except the Equal Pay Act), (v) the National Labor Relations Act, (vi) the Occupational Safety and Health Act of 1970 (OSHA), or (vii) any similar federal, state or local law. However, this exclusion shall not apply to any **Claim** for retaliatory treatment of the claimant by the **Named Entity Insureds** on account of claimant's exercise of a right pursuant to any such laws;
- j. by or derivatively on behalf of the **Named Entity** or any **Subsidiary**;
- l. for:
 - (1) any **Wrongful Act** by **Insured Persons** of any **Subsidiary** occurring before the date such entity became a **Subsidiary**, or
 - (2) any other **Wrongful Act** whenever occurring, which, together with a **Wrongful Act** described in (1) above, would constitute **Interrelated Wrongful Acts**;
- m. for:
 - (1) a **Named Entity Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees. Provided, however, that this exclusion shall not apply to any **Claim** for liability under an employment contract;
 - (2) liability of others assumed by the **Named Entity Insured** under any oral or written contract or agreement,except that coverage otherwise available to a **Named Entity Insured** shall apply to such **Named Entity Insured's** liability that exists in the absence of such contract or agreement; or
- n. made against any of the **Insureds** in their capacity as sponsors, builders or developers of the **Named Entity**, or based upon, directly or indirectly arising out of, or in any way involving any actual or alleged misconduct of a sponsor, builder or developer of the **Named Entity**, including but not limited to actual or alleged conflict of interest, self-dealing, or disputes concerning conversion, construction or development.

2. **Exclusions Applicable to Loss other than Defense Costs**

The Insurer shall not be liable to pay that portion of **Loss**, other than **Defense Costs**, which constitutes:

- a. the cost of any non-monetary relief, including without limitation any costs associated with any injunctive relief of any kind or nature imposed by any judgment or settlement;
- b. the costs associated with providing any reasonable accommodations required by, made as a result of, or to conform with the requirements of, the Americans With Disabilities Act and any amendments thereto or any similar federal, state or local statute, regulation, or common laws;
- c. medical or insurance benefits to which the claimant allegedly was entitled or would have been entitled had **Named Entity** or any **Subsidiary** provided the claimant with a continuation or conversion of insurance; or
- d. **Loss** arising out of the failure to maintain or effect insurance.

3. **Exclusions Applicable to Property Manager**

The Insurer shall not be liable to pay any **Loss** of the **Property Manager** based upon, directly or indirectly arising out of, or in any way involving:

- a. the commingling, misappropriation or improper use of, or failure to pay, collect, or safeguard funds;
- b. advice as to property value;
- c. the transfer or failure to transfer funds;
- d. notarization certification or acknowledgment of a signature;
- e. any cease and desist order; or
- f. the failure to give timely notice of claim or loss under any insurance policy
- g. any **Claim** brought by or derivatively on behalf of the **Named Entity Insured** against a **Property Manager** or a **Property Manager Employee**.

NETWORK RISK AND PRIVACY CLAIM ENDORSEMENT

It is understood and agreed that the Association Liability Coverage Part, the Section entitled DEFINITIONS, is amended as follows:

I. The definition of Claim is amended to include the following:

Claim also includes Privacy and Network Damage Claims.

II. Solely with respect to the coverage provided by this endorsement, the following definitions are added:

Electronic Infection means the transmission of a computer virus to a Network.

Network means a party's local or wide area network owned or operated by or on behalf of or for the benefit of that party; provided, however, Network shall not include the Internet, telephone company networks, or other public infrastructure networks.

Non-public Personal Information means personal information not available to the general public from which an individual may be identified, including without limitation, an individual's name, address, telephone number, social security number, account relationships, account numbers, account balances, and account histories.

Privacy and Network Damage Claim means a Claim alleging that:

- a. a third party suffered Privacy Injury or Identity Theft; or
b. the Named Entity's Network sustained a Security Breach or Electronic Infection that caused a third party to suffer Privacy Injury or Identity Theft.

Privacy Injury or Identity Theft means any unauthorized disclosure of, inability to access, or inaccuracy with respect to, Non-public Personal Information in violation of any federal, state, foreign or other law, statute or regulation governing the confidentiality, integrity or accessibility of Non-public Personal Information, including but not limited, to the Health Insurance Portability and Accountability Act of 1996, Gramm-Leach-Bliley Act, Children's Online Privacy Protection Act, or the EU Data Protection Act.

Security Breach means the failure of the Named Entity's Network hardware, software, firmware, the function or purpose of which is to protect against computer viruses.

III. This endorsement shall not be construed to increase the Limits of Liability of this Policy.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Table with 1 column: Must be Completed. Rows: Endorsement No.: 1, Policy No.: 0251371376

Table with 1 column: Complete Only When This Endorsement Is Not Prepared with the Policy or is Not to be Effective with the Policy. Rows: Issued To: University Square Owners Association, Effective Date Of This Endorsement: 05/01/2023

Authorized Representative



PRIVACY EVENT EXPENSE ENDORSEMENT - CALIFORNIA

It is understood and agreed that the **Association Liability Coverage Part** is amended as follows:

- I. The section entitled **INSURING AGREEMENT** is amended to add the following

PRIVACY EVENT EXPENSE

The Insurer will reimburse the **Named Entity** for **Privacy Event Expenses**, up to the limit of liability in the amount of \$100,000, that it incurs to directly respond to a **Privacy Event** first discovered during the **Policy Period**; provided, however, that all **Privacy Event Expenses** must be:

- a. reported to the Insurer as soon as reasonably practicable after the **Insured Persons** learn of such **Privacy Event** but in no event later than ten (10) days after termination or expiration of the **Policy Period**;
- b. incurred within twelve months following the date that the **Named Entity Insured** reports the **Privacy Event**; and,
- c. consented to in writing by the Insurer (such consent not to be unreasonably withheld).

All **Related Events** will be considered as having been made at the time the first **Privacy Event** is made.

The Limit of Liability stated above shall be a part of, and not in addition to, the Limit of Liability set forth on the Declarations for the Association Liability Coverage Part.

- II. Solely with respect to the coverage provided by this endorsement, the section entitled **DEFINITIONS** is amended to add the following

Nonpublic Corporate Information means proprietary and confidential information, including trade secrets, of a third-party entity.

Nonpublic Personal Information means personal information not available to the general public from which an individual may be identified, including without limitation, an individual's name, address, telephone number, social security number, account relationships, account numbers, account balances, and account histories.

Privacy Event means any event or series of events or **Related Events** which in the reasonable opinion of any director or officer of the **Named Entity Insured** did cause or is reasonably likely to result in the disclosure or unauthorized use of **Protected Information** in the **Named Entity Insured's** care or custody.

Privacy Event Expenses means all reasonable and necessary fees, costs and expenses incurred by the **Named Entity Insured** and consented to by the Insurer:

- A. to provide voluntary notification to individuals or entities whose **Protected Information** may have been subject to a **Privacy Event**;
- B. to directly effect compliance with a **Security Breach Notice Law** including notification to individuals or entities who are required to be notified;
- C. to hire a computer forensics firm to investigate the existence and cause of a **Privacy Event** and to determine the extent such **Protected Information** has been or may have been disclosed;
- D. to hire an attorney or expert to negotiate with regulators and determine the applicability of and the actions necessary to comply with **Security Breach Notice Laws** after a **Privacy Event**;
- E. to minimize harm to the **Named Entity Insured's** reputation from a **Privacy Event**, including but not limited to the costs to set up a call center or provide a credit monitoring service for those impacted by a **Privacy Event**;
- F. to remediate any deficiencies that gave rise to the **Privacy Event**.

Protected Information means **Nonpublic Corporate Information** or **Nonpublic Personal Information**.

Related events mean all **Privacy Events** that are logically or causally connected by any common fact, circumstance, situation, transaction, event, advice or decision.

Security Breach Notice Law means any statute or regulation that requires an entity that maintains **Protected Information** to provide notice of a **Privacy Event** to specified individuals of any actual or potential unauthorized disclosure or potential disclosure of such **Protected Information**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Must be Completed
Endorsement No.: 2
Policy No.: 0251371376

Complete Only When This Endorsement Is Not Prepared with the Policy <u>or</u> is Not to be Effective with the Policy.
Issued To: University Square Owners Association
Effective Date Of This Endorsement: 05/01/2023

Authorized Representative

AMEND CLAIMS BY INSURED EXCLUSIONS ENDORSEMENT

It is understood and agreed as follows:

- I. The Section of the Association Liability Coverage Part entitled EXCLUSIONS is amended as follows:
A. The subsection entitled Exclusions Applicable to All Loss, Exclusion j., is deleted in its entirety.
B. The subsection entitled Exclusions Applicable to Property Manager, Exclusion g., is deleted in its entirety and replaced by the following:
any Claim brought by or derivatively on behalf of the Named Entity against a Property Manager or a Property Manager Employee.
II. The Section of the General Terms & Conditions entitled NAMED ENTITY AUTHORIZATION, paragraph 1., is amended by the addition of the following:
Notwithstanding anything to the contrary in the Policy, in the event of a Claim brought by or on behalf of the Named Entity or any Subsidiary, the Named Entity is not authorized to give notice of such Claim to the Insurer or to receive any notice from the Insurer in connection with such Claim, unless the Claim was asserted against the Named Entity.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Table with 1 column: Must be Completed. Rows: Endorsement No.: 3, Policy No.: 0251371376

Table with 1 column: Complete Only When This Endorsement Is Not Prepared with the Policy or is Not to be Effective with the Policy. Rows: Issued To: University Square Owners Association, Effective Date Of This Endorsement: 05/01/2023

Authorized Representative

OUTSIDE DIRECTOR ENDORSEMENT

It is understood and agreed that the Policy is amended as follows:

- I. The Section of the **Association Liability Coverage Part** entitled **EXCLUSIONS**, the Subsection entitled Exclusions Applicable to all **Loss**, Exclusion e., is deleted in its entirety and replaced by the following:
 for any **Wrongful Act** by **Insured Persons** in the discharge of their duties in their capacities, or solely by reason of their status, as directors, officers, trustees, regents, governors or employees of any entity other than **Named Entity**, any **Subsidiary** or the **Property Manager**, even if directed or requested by **Named Entity**, any **Subsidiary** or the **Property Manager** to serve as directors, officers, trustees, regents, governors or employees of such other entity; provided, however, that this exclusion does not apply to **Insured Persons** representing the **Named Entity** on other community association boards, joint councils, master associations or sub associations, provided that such entities are not-for-profit;
- II. Solely with respect to the coverage provided by this endorsement, the General Terms & Conditions, the Section entitled **OTHER INSURANCE**, is amended by the addition of the following:
 Any coverage under this Policy for **Claims** against any **Insured Person** representing the **Named Entity** on other community association boards, joint councils, master associations or other related associations shall be specifically excess of any valid and collectible insurance and/or indemnification available to such **Insured Person** from such board, council or association.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Must be Completed
Endorsement No.: 4
Policy No.: 0251371376

Complete Only When This Endorsement Is Not Prepared with the Policy <u>or</u> is Not to be Effective with the Policy.
Issued To: University Square Owners Association
Effective Date Of This Endorsement: 05/01/2023

Authorized Representative

SUPPLEMENTARY PAYMENT – DEFENDANT REIMBURSEMENT ENDORSEMENT

It is understood and agreed that the **Association Liability Coverage Part** is amended by the addition of the following Supplementary Payment:

- **Supplementary Payment - Defendant Reimbursement**

If the Insurer requests an **Insured Person’s** presence at a trial, hearing, deposition, mediation or arbitration, the Insurer will pay up to \$250.00 a day per person for reimbursement of lost wages, subject to a maximum amount of \$2,500 per **Claim per Policy Period**. Such payments are in addition to the limits of liability and do not erode any retention.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Must be Completed
Endorsement No.: 5
Policy No.: 0251371376

Complete Only When This Endorsement Is Not Prepared with the Policy <u>or</u> is Not to be Effective with the Policy.
Issued To: University Square Owners Association
Effective Date Of This Endorsement: 05/01/2023

Authorized Representative

DEFENSE COSTS OUTSIDE THE LIMITS ENDORSEMENT

It is understood and agreed that the Policy is amended as follows:

- I. The third paragraph of the Notice on the Declarations is deleted in its entirety.
II. Item 5. of the Declarations, the Column entitled SCHEDULED LIMITS OF LIABILITY, is amended to read as follows: SCHEDULED LIMITS OF LIABILITY (exclusive of Defense Costs)
III. The General Terms & Conditions, the Section entitled LIMIT OF LIABILITY/RETENTIONS, the paragraph entitled Limit of Liability is amended as follows:
A. The following new paragraph is added:
• Defense Costs
Defense Costs are in addition to the limits of liability.
B. The following parenthetical is added in every instance where the defined term Liability Loss or Loss (other than when used in the defined term Crime Loss) appears: (other than Defense Costs)
IV. The General Terms & Conditions, the Section entitled DEFENSE AND SETTLEMENT OF LIABILITY CLAIMS, is amended as follows:
A. The subsection entitled Defense of Claims is deleted in the entirety and replaced by the following:
Defense of Claims
The Insurer has the right and duty to defend all Liability Claims, even if the allegations are groundless, false or fraudulent. The Insurer shall have the right to appoint counsel and to make such investigation and defense of a Liability Claim as it deems necessary. The Insurer's obligation to defend any Liability Claim or pay any Liability Loss shall be completely fulfilled and extinguished if the limit of liability has been exhausted by payment of Liability Loss.
B. The subsection entitled Settlement is deleted in its entirety and replaced by the following:
Settlement
The Insurer shall not settle a Liability Claim without the consent of the Named Entity Insureds, other than any Property Manager, which consent shall not be unreasonably withheld. If the Named Entity Insureds, other than any Property Manager, unreasonably refuse to consent to a settlement or compromise recommended by the Insurer, and acceptable to the claimant, then the applicable limit of liability under this Policy shall be reduced to the amount for which the Liability Claim could have been settled.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Table with 1 column and 2 rows: Must be Completed, Endorsement No.: 6, Policy No.: 0251371376

Table with 1 column and 2 rows: Complete Only When This Endorsement Is Not Prepared with the Policy or is Not to be Effective with the Policy, Issued To: University Square Owners Association, Effective Date Of This Endorsement: 05/01/2023

Authorized Representative



PUBLIC RELATIONS EVENT EXPENSES ENDORSEMENT

It is understood and agreed that the **Association Liability Coverage Part** is amended as follows:

A. The following is added as a Supplementary Payment:

• **Public Relations Event Expenses**

The Insurer will reimburse the **Named Entity** up to \$15,000 per **Public Relations Event**, subject to a maximum of \$50,000 per **Policy Period**, for reasonable **Public Relations Expenses** incurred by the **Named Entity** for advisory services provided by a public relations firm to the **Named Entity** as a result of a **Public Relations Event** which occurs during the **Policy Period**.

B. The Section entitled **DEFINITIONS** is amended by the addition of the following new Definitions:

• **Public Relations Event** means:

A. departure, incapacitation, illness or death of an **Executive Officer** or association board member of the **Named Entity**;

B. the **Named Entity's** dissolution for any reason other than bankruptcy; or

C. violent act, kidnapping, sexual assault, criminal firearm use or workplace accident resulting in negative local or national media coverage of the **Named Entity**.

• **Public Relations Expenses** means reasonable fees and expenses incurred by the **Named Entity** for advisory services provided by a public relations firm to the **Named Entity** for up to 60 days following a **Public Relations Event**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Must be Completed
Endorsement No.: 7
Policy No.: 0251371376

Complete Only When This Endorsement Is Not Prepared with the Policy <u>or</u> is Not to be Effective with the Policy.
Issued To: University Square Owners Association
Effective Date Of This Endorsement: 05/01/2023

Authorized Representative

UNLIMITED EXTENDED REPORTING PERIOD ENDORSEMENT FOR PAST DIRECTORS OR OFFICERS

Solely with respect to the Association Liability Coverage Part, it is understood and agreed that the General Terms & Conditions, the Section entitled EXTENDED REPORTING PERIOD/DISCOVERY, is amended as follows:

I. The following new paragraph is added:

If the Named Entity cancels or non-renews this Policy, other than as a result of a takeover, an Insured Person who is a past director or officer of the Named Entity, but was not serving in such capacity at the time the Policy was cancelled or non-renewed, shall have, at no additional charge, an unlimited period in which to report Claims, but only with respect to Claims first made against such Insured Person after the date of such cancellation or non-renewal arising out of Wrongful Acts which occurred prior to the date of cancellation or non-renewal; provided, however, that such unlimited period shall not apply to any Claim arising out of a Wrongful Employment Practice made against such Insured Person if such Insured Person was not a director or officer of the Named Entity at the time such Wrongful Employment Practice occurred.

This period shall be referred to as the unlimited Extended Reporting Period.

Further, there shall be no coverage for any Claim otherwise covered under this endorsement if any other policy of insurance which is a renewal, replacement or extension (including run-off) of this Policy, covering such Insured Person, is in effect at the time the Claim is made, whether or not such policy affords coverage for such Claim.

II. Paragraph 5. is deleted in its entirety and replaced by the following:

There is no separate or additional limit for the automatic, optional or unlimited Extended Reporting Period.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Table with 1 column: Must be Completed. Rows: Endorsement No.: 8, Policy No.: 0251371376

Table with 1 column: Complete Only When This Endorsement Is Not Prepared with the Policy or is Not to be Effective with the Policy. Rows: Issued To: University Square Owners Association, Effective Date Of This Endorsement: 05/01/2023

Authorized Representative

**CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
ENDORSEMENT**

SCHEDULE

Solely with respect to any Coverage Part set forth in the Schedule, it is understood and agreed as follows:

Whenever used in this endorsement, 1) "we" means the insurer listed on the policy declarations page; and 2) "you" means the Named Insured listed on the policy declarations page.

A. Cap on Certified Terrorism Losses

"Certified act of terrorism" means an act that is 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 pursuant to the Terrorism Risk Insurance Act, as extended and reauthorized (the "Act"). The criteria contained in the Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a calendar year (January 1 through December 31) and we have met our insurer deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

B. Application of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Must be Completed
Endorsement No.: 9
Policy No.: 0251371376

Complete Only When This Endorsement Is Not Prepared with the Policy <u>or</u> is Not to be Effective with the Policy.
Issued To: University Square Owners Association
Effective Date Of This Endorsement: 05/01/2023

Authorized Representative



**IMMIGRATION CLAIM DEFENSE COSTS ENDORSEMENTS
(with Sublimit)**

It is understood and agreed that the solely with respect to the **Association Liability Coverage Part**, the Policy is amended as follows:

I. The General Terms and Conditions is amended as follows:

A. The section entitled **NOTICE/DATE OF CLAIM/INTERRELATED CLAIM CLAUSE/ SWORN PROOF OF LOSS**, paragraph "3." is amended to add the following:

c. or, notwithstanding anything to the contrary, any **Immigration Claim** shall be deemed made on the earliest of the date of:

i. service upon, or other receipt by any **Named Entity Insured** of a complaint, subpoena, indictment, notice of charge or similar document in a criminal proceeding, criminal administrative proceeding or criminal regulatory proceeding; or

ii. an **Insured Person** being identified by name in a formal order of investigation, Wells Notice, target letter (within the meaning of Title 9, §11.151 of the United States Attorney's Manual), or similar document, someone against whom a criminal investigation may be brought.

B. The section entitled **LIMIT OF LIABILITY/RETENTIONS** is amended as follows:

Immigration Claims Defense Costs Sublimit of Liability

Subject to the applicable retention and the **Policy Period** aggregate Limit of set forth in the Declarations, the amount of \$100,000 shall be the maximum per **Policy Period** aggregate Limit of Liability of the Insurer for all **Defense Costs** under the Policy for all **Immigration Claims** covered under the **Association Liability Coverage Part**, regardless of the number of such **Immigration Claims**, **Named Entity Insureds** or claimants. This amount is a sublimit of liability which further reduces, and in no way increases, the Limit of Liability for the **Association Liability Coverage Part** set forth in the Declarations.

II. The Association Liability Coverage Part, is amended as follows:

A. The section entitled **DEFINITIONS** is amended as follows:

1. The definition of **Claim**, is deleted in its entirety and replaced with the following:

Claim means:

a. a written demand for monetary damages or nonmonetary relief against a **Named Entity Insured** for a **Wrongful Act**;

b. a civil, criminal, or administrative adjudicatory proceeding against a **Named Entity Insured** for a **Wrongful Act**, including any appeal therefrom (other than an **Immigration claim**); or

c. a proceeding before the United States Equal Employment Opportunity Commission or any similar state, local or territorial governmental agency, against a **Named Entity Insured** for a **Wrongful Act** which is a **Wrongful Employment Practice** (other than an **Immigration claim**); or

d. an **Immigration Claim** for a **Wrongful Act**, which is a **Wrongful Immigration Employment Practice**, including any appeal therefrom;

2. **Immigration Claim** means;

- a. a criminal proceeding, criminal administrative or criminal regulatory proceeding against a **Named Entity Insured**; or
- b. a criminal investigation of an **Insured Person**;

based upon or arising out of an actual or alleged violation of the Federal Immigration & Nationality Act, 8 U.S.C., Section 1101, et seq., as amended.

3. The definition of **Wrongful Employment Practice**, is amended to add the following

- **Wrongful Immigration Employment Practice**

4. The following new definition is added:

Wrongful Immigration Employment Practice means any actual or alleged hiring, harboring, employment or attempted employment of illegal aliens or potential illegal aliens committed or attempted by the Insured Persons in their capacity as such or by the **Named Entity** or **Subsidiary**.

B. The section entitled **EXCLUSIONS**, the sub-section Exclusions Applicable to Loss other than Defense Costs is amended to add the following new exclusion:

For an **Immigration Claim**.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Must be Completed
Endorsement No.: 10
Policy No.: 0251371376

Complete Only When This Endorsement Is Not Prepared with the Policy <u>or</u> is Not to be Effective with the Policy.
Issued To: University Square Owners Association
Effective Date Of This Endorsement: 05/01/2023

Authorized Representative

**WORKPLACE VIOLENCE ACT ENDORSEMENT
(WITH SUBLIMIT)**

It is understood and agreed that notwithstanding anything to the contrary and solely with respect to the coverage provided by this endorsement, the Policy is amended as follows:

- I. The General Terms and Conditions are amended as follows:

Workplace Violence Act Expenses Sublimit of Liability

Subject to Scheduled Limits of Liability for the **Association Liability Coverage Part**, the amount of \$100,000 shall be the maximum aggregate Limits of Liability of the Insurer for all **Workplace Violence Act Expenses** under the Policy for all Workplace Violence Acts covered under the Insuring Agreement entitled **Workplace Violence Act Expenses**, regardless of the number of such **Workplace Violence Acts** or **Named Entity Insureds**. This amount is a sublimit of liability which further reduces, and in no way increases, the Limit of Liability for the **Association Liability Coverage Part** set on the Declarations.

- II. The **Liability Coverage Part** is amended as follows:

- A. The section entitled **INSURING AGREEMENT** is amended by the addition of the following new Insuring Agreement:

Workplace Violence Act Expenses

The Insurer shall pay all **Loss** that constitutes Workplace Violence Act Expenses, up to the **Workplace Violence Act Expenses** sublimit of liability, resulting from any **Workplace Violence Act** first taking place during the **Policy Period**, provided that such **Workplace Violence Act** is reported to the Insurer in writing as soon as practicable but in no event later than sixty (60) days after the occurrence of the **Workplace Violence Act**. No retention applies to **Workplace Violence Act Expenses**.

- B. The section entitled **DEFINITIONS** is amended as follows:

1. The definition of **Loss** is amended by the addition of the following:

Loss also means **Workplace Violence Act Expenses**.

2. The following new definitions are added:

Premises means any buildings, facilities or properties occupied by the **Named Entity, Subsidiary** or **Property Manager** and in which such **Named Entity, Subsidiary** or **Property Manager** conducts its business operations.

Workplace Violence Act means any intentional or unlawful act:

- a. of deadly force involving the use of a lethal weapon; or
- b. involving the threat of deadly force via the display of a lethal weapon;

which is committed on or in the **Premises** and which causes, or could cause, bodily injury or death to an **Insured Person**.

Workplace Violence Act Expenses means the reasonable and necessary fees and expenses (other than regular or overtime wages or salaries) incurred by the **Named Entity, Subsidiary** or **Property Manager**, with the prior written consent of the Insurer, in connection with a **Workplace Violence Act** and for:

- a. an independent security consultant for the first ninety (90) days immediately following the date on which the **Workplace Violence Act** takes place;
- b. an independent public relations consultant for the first ninety (90) days immediately following the date on which the **Workplace Violence Act** takes place;

- c. a counseling seminar for all employees of the **Named Entity, Subsidiary** or **Property Manager** conducted by an independent consultant within the first ninety (90) days immediately following the date on which the **Workplace Violence Act** takes place;
 - d. an independent security guard service for the first fifteen (15) days immediately following the date on which the **Workplace Violence Act** takes place; and
 - e. an independent forensic analyst for the first ninety (90) days immediately following the date on which the **Workplace Violence Act** takes place.
- C. The section entitled **EXCLUSIONS** is amended as follows:
1. The paragraph entitled Exclusions Applicable to All Loss is amended by the addition of the new exclusion:
 - based upon or arising out of a **Workplace Violence Act**;
 2. The following is added:

Exclusions Applicable to Workplace Violence Acts

The Insurer shall not be liable to pay under this **Coverage Part**:

1. any **Workplace Violence Act Expenses** resulting from any **Workplace Violence Act** which takes place at or in any location other than an **Named Entity, Subsidiary, or Property Manager’s Premises**;
2. any **Workplace Violence Act Expenses** resulting from any **Workplace Violence Act** which is based upon or arises out of declared or undeclared war, civil war, insurrection, civil commotion, insurrection, rebellion, revolution, military action, invasion, riot, government intervention, expropriation or nationalization;
3. any **Workplace Violence Act Expenses** resulting from any **Workplace Violence Act** which is based upon or arises out of the use or threat of force or violence occurring for the purpose of demanding money, securities or property; or
4. any legal costs, attorneys’ fees, expenses, settlement, judgments, penalties or other amounts incurred as a result of any proceeding brought against any **Named Entity Insured** in connection with a **Workplace Violence Act**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Must be Completed	Complete Only When This Endorsement Is Not Prepared with the Policy <u>or</u> is Not to be Effective with the Policy.
Endorsement No.: 11 Policy No.: 0251371376	Issued To: University Square Owners Association Effective Date Of This Endorsement: 05/01/2023

Authorized Representative

REMOVE SPECIFIED PERIL

In consideration of the premium paid for this Policy, it is agreed that the **Liability Coverage Part** is amended as follows:

- 1. Section II. DEFINITIONS, Definition 7., **Specified Peril** is deleted in its entirety.
- 2. Section III. EXCLUSIONS, Paragraph 1., Exclusions Applicable to All Loss, subparagraph (a)(4) **Specified Peril**, is deleted in its entirety.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

Must be Completed
Endorsement No.: 12
Policy No.: 0251371376

Complete Only When This Endorsement Is Not Prepared with the Policy <u>or</u> is Not to be Effective with the Policy.
Issued To: University Square Owners Association
Effective Date Of This Endorsement: 05/01/2023

Authorized Representative

BREACH OF CONTRACT DEFENSE COVERAGE WITH SUBLIMIT ENDORSEMENT

In consideration of the premium paid, it is hereby understood and agreed that the Liability Coverage Part, Section III, EXCLUSIONS, is amended as follows:

- 1. Paragraph 1, Exclusions Applicable to All Loss, subparagraph m. is deleted in its entirety and replaced as follows: m. for: (1) a Named Entity Insured's actual or alleged liability under any oral contract or agreement, including but not limited to express warranties or guarantees. Provided, however, that this exclusion shall not apply to any Claim for liability under an employment contract; (2) liability of others assumed by the Named Entity Insured under any oral or written contract or agreement, except that coverage otherwise available to a Named Entity Insured shall apply to such Named Entity Insured's liability that exists in the absence of such contract or agreement; or

2. Paragraph 2. Exclusions Applicable to Loss Other than Defense Costs, is amended to add the following new Exclusion:

- The Insurer shall not be liable to pay that portion of Loss, other than Defense Costs, for: a Named Entity Insured's actual or alleged liability under any written contract or agreement, including but not limited to express warranties or guarantees. Provided, however, that this exclusion shall not apply to any Claim for liability under an employment contract; except that coverage otherwise available to a Named Entity Insured shall apply to such Named Entity Insured's liability that exists in the absence of such written contract or agreement.

Defense Costs coverage provided herein shall be subject to the following Retention and Sublimit. Such sublimit shall be included within, and not in addition to, the aggregate Limit of Liability for all Liability Loss as stated in Item 5. on the Declarations.

Retention: \$1,000 per Claim
Sublimit: \$1,000,000 per Claim and in the aggregate

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

Table with 1 column: Must be Completed. Rows: Endorsement No.: 13, Policy No.: 0251371376

Table with 1 column: Complete Only When This Endorsement Is Not Prepared with the Policy or is Not to be Effective with the Policy. Rows: Issued To: University Square Owners Association, Effective Date Of This Endorsement: 05/01/2023

Authorized Representative

BI-LATERAL OPTIONAL EXTENDED REPORTING PERIOD ENDORSEMENT

In consideration of the premium paid for this Policy, it is agreed that the **General Terms & Conditions**, Section III. **EXTENDED REPORTING PERIOD/DISCOVERY**, is amended as follows:

- 1. paragraph 2 is deleted in its entirety and replaced with the following:
 - 2. If the **Named Entity** cancels or non-renews or the Insurer non-renews this Policy, the **Named Entity** shall have the right to purchase, upon payment of an additional premium equal to 100% of the annualized **Policy Premium**, an extension of this Policy for a period of 12 months immediately following the end of the automatic Extended Reporting Period, but only under the **Liability Coverage Part**, and only with respect to any **Wrongful Act** committed before the earlier of the end of the **Policy Period** or the effective date of any **Change in Status**;

This period shall be referred to as the optional Extended Reporting Period.

- 2. Paragraph 6 is deleted in its entirety.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Must be Completed
Endorsement No.: 14
Policy No.: 0251371376

Complete Only When This Endorsement Is Not Prepared with the Policy <u>or</u> is Not to be Effective with the Policy.
Issued To: University Square Owners Association
Effective Date Of This Endorsement: 05/01/2023

Authorized Representative

AMEND SETTLEMENT ENDORSEMENT

In consideration of the premium paid for this Policy, it is hereby understood and agreed that the General Terms & Conditions, Section VI. DEFENSE AND SETTLEMENT OF LIABILITY CLAIMS, Paragraph 2. Settlement, is deleted in its entirety and replaced as follows:

2. Settlement

The Insurer shall not settle a Liability Claim without the written consent of the Named Entity Insureds, other than the Property Manager. If the Named Entity Insured, other than the Property Manager, refuses to consent to a settlement or compromise recommended by the Insurer, and acceptable to the claimant, then the limit of liability applicable to such Liability Claim for all Loss including Defense Costs under this Policy shall be reduced to:

a. the amount of the proposed settlement plus Defense Costs incurred up to the date of the Named Entity Insured's refusal to consent to proposed settlement of such Liability Claim;

plus:

b. eighty percent (80%) of any Loss, including Defense Costs, in excess of the amount referenced in paragraph a. above, incurred in connection with such Liability Claim. The remaining twenty percent (20%) of any Loss, including Defense Costs, in excess of the amount referenced in paragraph a. above will be borne uninsured and at the Insured's own risk;

which amount shall not exceed the remainder of the applicable limit of liability specified on the Declarations.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Table with 1 column: Must be Completed. Rows: Endorsement No.: 15, Policy No.: 0251371376

Table with 1 column: Complete Only When This Endorsement Is Not Prepared with the Policy or is Not to be Effective with the Policy. Rows: Issued To: University Square Owners Association, Effective Date Of This Endorsement: 05/01/2023

Authorized Representative

MEDIATION ENDORSEMENT

In consideration of the premium paid for this Policy, it is hereby understood and agreed that the General Terms & Conditions, Section VI. DEFENSE AND SETTLEMENT OF LIABILITY CLAIMS, is amended to add the following new paragraph at the end as follows:

Mediation

If, prior to institution of arbitration proceedings or service of suit or within sixty (60) days of the institution of such proceedings or service of suit, the Insurer and the Named Entity agree to use a process of non binding intervention by a neutral third party to resolve any Liability Claim reported to the Insurer, and if such Liability Claim is resolved through such process, the Insurer will reduce the retention applicable to such Liability Claim by fifty percent (50%) or five thousand dollars (\$5,000.00), whichever is less.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Must be Completed
Endorsement No.: 16 Policy No.: 0251371376

Complete Only When This Endorsement Is Not Prepared with the Policy or is Not to be Effective with the Policy.
Issued To: University Square Owners Association Effective Date Of This Endorsement: 05/01/2023

Authorized Representative

FIRST DOLLAR DEFENSE ENDORSEMENT

It is understood and agreed that the Policy is amended as follows:

- I. Solely with respect to the Association Liability Coverage Part, the Item on the Declarations entitled Coverage, Column 3. of the chart, is amended to read as follows:

SCHEDULED RETENTIONS (exclusive of Defense Costs)

- II. The Section of the General Terms & Conditions entitled LIMIT OF LIABILITY/RETENTIONS, the subsection entitled Retentions, paragraphs a. and b., are deleted in their entirety and replaced by the following:
a. Subject to paragraph c. below, the Insurer is liable to pay only that amount of Loss, other than Defense Costs, in excess of any applicable retention. The Insurer will have no obligation to pay all or any portion of any applicable retention.
b. Separate Retentions as set forth in Item 5 of the Declarations as the Scheduled Retentions shall apply to each Loss, other than Defense Costs, under each Coverage Part.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Table with 1 column: Must be Completed. Rows: Endorsement No.: 17, Policy No.: 0251371376

Table with 1 column: Complete Only When This Endorsement Is Not Prepared with the Policy or is Not to be Effective with the Policy. Rows: Issued To: University Square Owners Association, Effective Date Of This Endorsement: 05/01/2023

Authorized Representative

CANCELLATION AND NONRENEWAL ENDORSEMENT – CALIFORNIA

In consideration of the premium paid for this Policy, it is agreed that the **General Terms & Conditions** are amended as follows:

Section VIII., **CANCELLATION** is deleted in its entirety and replaced with the following:

VIII. Cancellation/Nonrenewal**1. Cancellation by the Named Entity**

The **Named Entity** has the right to cancel this Policy at any time by giving notice to the Insurer stating when thereafter the cancellation shall be effective.

2. Cancellation by the Insurer

a. The Insurer has the right to cancel the **Named Entity's** Policy at any time and for any reason within the first sixty (60) days. The Insurer must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, fraud or material misrepresentation, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation.

b. After the **Named Entity's** Policy has been in effect for sixty-one (61) days or more, it may be canceled for one of the following reasons:

(1) Nonpayment;

(2) Fraud or material misrepresentation;

(3) The **Named Entity Insureds** violated the terms and conditions of this Policy;

(4) The risk originally accepted has measurably increased;

(5) Certification to the Commissioner of loss of reinsurance;

(6) Determination by the Commissioner that continuation of this Policy could place the Insurer in violation of law and threaten the Insurer's solvency;

(7) Discovery of willful or grossly negligent acts or omissions or violations of state laws.

The Insurer must mail notice of cancellation at least thirty (30) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, fraud or material misrepresentation, the Insurer must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation.

c. All notices shall be mailed to the **Named Entity** at the last mailing address known to the Insurer and shall state the reason for cancellation.

3. Non-Renewal by the Insurer

The Insurer has the right to non-renew the **Named Entity's** Policy effective on any Policy anniversary date. All notices of non-renewal must be mailed to the **Named Entity** at the last mailing address known to the Insurer, at least sixty (60) days prior to the effective date of non-renewal and shall provide a specific explanation of the reason(s) for non-renewal.

All other provisions of the Policy remain unchanged.

Must be Completed	Complete Only When This Endorsement Is Not Prepared with the Policy <u>or</u> is Not to be Effective with the Policy.
Endorsement No.: 18 Policy No.: 0251371376	Issued To: University Square Owners Association Effective Date Of This Endorsement: 05/01/2023

Authorized Representative

AMENDATORY CHANGES - CALIFORNIA

In consideration of the premium paid for this Policy, it is agreed that the Association Liability Coverage Part is amended as follows:

Section II., DEFINITIONS, paragraph 4 is deleted in its entirety and replaced with the following:

- 4. Loss means damages, settlements, judgments (including any award of pre-judgment and post-judgment interest) and Defense Costs for which the Named Entity Insureds are legally obligated to pay on account of a covered Claim. Loss shall not include:
a. criminal or civil fines or penalties imposed by law;
b. taxes;
c. any amounts for which there is no legal recourse against the Named Entity Insureds; or
d. matters which are uninsurable under the law pursuant to which this Policy is construed.

All other provisions of the Policy remain unchanged.

Table with 1 column: Must be Completed. Rows: Endorsement No.: 19, Policy No.: 0251371376

Table with 1 column: Complete Only When This Endorsement Is Not Prepared with the Policy or is Not to be Effective with the Policy. Rows: Issued To: University Square Owners Association, Effective Date Of This Endorsement: 05/01/2023

Authorized Representative

Crime Details Page

We require that the insured meet all of the following underwriting criteria to be eligible for the program:

Item 1: Required Association Characteristics

- The entity is a non-profit community association.
- The association has been Crime claim-free for the last 5 years.
- The association does not have more than 25 employees on payroll.

Item 2: Procedures

- Dues/Fees/Mortgage payments are always received as checks, not cash.
- Vouchers/supporting records are stamped "PAID" when checks are signed. If records are kept electronically, there is a system in place to indicate that a check has been issued to prevent duplication.
- Anyone authorized to fire or hire association employees is prohibited from distributing payroll. If there is no payroll, this question does not apply.
- Volunteers (other than Directors & Officers) are prohibited from handling bank accounts or fee/mortgage payments. If there are no other volunteers, aside from Directors & Officers, this does not apply.

Item 3: Oversight/Reconciliation

- Are the associations' bank accounts and credit card statements are reconciled monthly by someone not authorized to deposit, withdraw, initiate electronic funds transfer, or use an association credit card?
- If Association utilizes Traditional Banking, countersignatures are required on all checks over \$500
- If Association utilizes Electronic Banking, they must meet the following:
 - The board approves all checks/expenditures and also verifies the completion/receipt of purchased services or goods.
 - The employee creating the check or payment request does not also sign or approve.
 - The board receives a monthly statement directly from the bank (via mail in a sealed envelope or via e-mail directly from the bank's website) and reviews it on a monthly basis.

Confirmation acknowledges that the mentioned insured meets all underwriting criteria as outlined above Yes

INSURING AGREEMENTS, LIMITS OF INSURANCE AND DEDUCTIBLES:

Insuring Agreement	Limit of Insurance Per Occurrence	Deductible Amount Per Occurrence
1. Employee Dishonesty	\$65,000	\$1,000
2. Forgery or Alteration	\$65,000	\$1,000
3. Inside the Premises	\$65,000	\$1,000
4. Outside the Premises	\$65,000	\$1,000
5. Computer Fraud	\$65,000	\$1,000
6. Money Orders & Counterfeit Paper Currency	\$65,000	\$1,000
8. Funds Transfer Fraud	\$65,000	\$1,000

IF ANY OF THE ABOVE INFORMATION IS INCORRECT, THIS POLICY IS NULL & VOID AND MUST BE RETURNED TO OUR OFFICE FOR FURTHER REVIEW AND POSSIBLE RE-ISSUANCE.

IF A LOSS IS DISCOVERED AFTER THE RECEIPT OF THIS DOCUMENT AND PRIOR TO THE EFFECTIVE DATE, WE RESERVE THE RIGHT TO ADJUST TERMS OR POSSIBLY NON-RENEW THE POLICY.



DISTINGUISHED.
PROGRAMS

Distinguished Programs Insurance Brokerage LLC
Distinguished Express Division

1180 Avenue of the Americas, 16th Floor, New York, NY 10036
888.355.4626 CommunityAssociation@distinguished.com www.distinguished.com

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD AN INSURANCE COMPANY OR OTHER PERSON FILES THIS QUESTIONNAIRE CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND WHICH MAY RESULT IN CIVIL OR CRIMINAL FINES OR PENALTIES.

If you or your insured do not wish to accept this Renewal Policy, please log into the broker portal or send a formal request for cancellation to your underwriter via e-mail or fax.

(In order to flat cancel, this request must be received on or before the effective date of this renewal.)

CRIME PROTECTION POLICY DECLARATIONS

Item 1. NAMED INSURED AND ADDRESS	Item 2. Policy Period:
University Square Owners Association c/o Extreme Association Management, LLC 19500 Monterey Road, Suite B Morgan Hill, CA 95037	12:01 A.M. Standard Time at the address if the Named Insured shown at left. From: 05/01/2023 To: 05/01/2024

Insurance is afforded by
Great American Insurance Company
 (a capital stock corporation, hereinafter called the Company)

Item 3. INSURING AGREEMENTS, LIMITS OF INSURANCE AND DEDUCTIBLES

Insuring Agreement	Limit of Insurance Per Occurrence	Deductible Amount Per Occurrence
1. Employee Dishonesty	\$65,000	\$1,000
2. Forgery or Alteration	\$65,000	\$1,000
3. Inside the Premises	\$65,000	\$1,000
4. Outside the Premises	\$65,000	\$1,000
5. Computer Fraud	\$65,000	\$1,000
6. Money Orders & Counterfeit Paper Currency	\$65,000	\$1,000

If added by Endorsement, Insuring Agreement(s):

8. Funds Transfer Fraud	\$65,000	\$1,000
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If "Not Covered" is inserted above opposite any specified Insuring Agreement, or if no amount is inserted, such Insuring Agreement and any other reference thereto in this Policy shall be deemed to be deleted.

Item 4. FORMS AND ENDORSEMENTS applicable to all Coverage Parts are made part of this policy at time of issue are listed on the attached Forms Schedule IL 88 01 (11/85)

Item 5. CANCELLATION OF PRIOR INSURANCE

By acceptance of this Policy you give us notice canceling prior policy Nos.

BUSINESSPRO FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

Form and Edition	ST	Date Added*	Form Description
SP 00 01 (04/12)			CrimeCoverageDetails
IL 88 01 (11/85)			PolicyDeclarations
IL 88 02 (11/85)			FormsandEndorsementSchedule
SP 00 01 (04/12)			PremiumEndorsement
SE 00 11 (03/00)			PolicyForm
SE 00 16 (03/00)			CoverageForFundsTransfer
SE 00 63 (03/00)			IncludeSpecifiedNonCompensatedOfficersAsEmplo yees
SE 01 61 (07/13)			IncludeVolunteerWorkersOtherThanFundSolicitors AsEmployees
SA 71 50 (06/14)			IncludeDesignatedAgentsAsEmployeesCoveredFor EmployeeDishonestyOnlyEndorsement
IL 72 68 (09/09)			ConfidentialAndDataBreach
IL 73 24 (08/12)			MediumsOfExchange
SDM 683 (08/14)			InWitnessClause
			EconomicAndTradeSanctions
			ImportantNoticeFidelityEd0814

*If not at inception

Administrative Offices
80 Walnut Steet, Cincinnati, Ohio 45202

BUSINESSPRO GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

PREMIUM ENDORSEMENT

This Endorsement modifies Crime Protection Policy No. SSA-392-56-74-09090-04 and is added to the Schedule of Forms IL 88 01 (11/85)

It is agreed that:

1. The basic premium charged for the attached policy for the period:

From: 05-01-2023 To: 05-01-2024

Is

Premium \$360.00 Taxes/Fees: \$0.00

CRIME PROTECTION POLICY

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CRIME PROTECTION POLICY

Throughout this Policy the words "you" and "your" refer to the Insured(s) shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance. Read the entire Policy carefully to determine rights, duties and what is or is not covered. Words and phrases defined in the Policy are in **bold** type.

A. CONSIDERATION CLAUSE

In return for the payment of the premium, and subject to the Declarations, Insuring Agreements, Definitions, Exclusions, Conditions and other terms of this Policy, we will pay for loss covered by an Insuring Agreement of this Policy that you sustain resulting directly from acts committed or events occurring at any time and discovered by you during the policy period shown in the Declarations or during the period of time provided in the Extended Period to Discover Loss, Condition **E.9**.

B. INSURING AGREEMENTS

1. Employee Dishonesty

We will pay for loss resulting directly from dishonest acts committed by an **employee**, whether identified or not, acting alone or in collusion with other persons, with the manifest intent to:

- a. cause you to sustain loss; and
- b. obtain an improper financial benefit for:
 - (1) the **employee**; or
 - (2) any person or organization intended by the **employee** to receive that benefit.

As used in this Insuring Agreement, an improper financial benefit does not include any employee benefits received in the course of employment, including: salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions.

2. Forgery or Alteration

- a. 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:
 - (1) made or drawn by or drawn upon you;
 - (2) made or drawn by one acting as your agent;or that purport to have been so made or drawn.
- b. If you are sued for refusing to pay any instrument covered in paragraph **2.a.** 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.

3. Inside the Premises

- a. We will pay for loss of **cash** and **securities** inside the **premises** or **banking premises** resulting directly from **theft**, disappearance or destruction. Provided, however, in the case of **theft**, the **theft** was committed by a person physically present in the **premises** or **banking premises** at the time of loss of such **cash** or **securities**.
- b. We will pay for loss of, and loss from 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**.
- c. We will pay:
 - (1) for loss from damage to the **premises** or its exterior; or
 - (2) for loss of, and loss from damage to, a locked safe, vault, cash register, cash box or cash drawer located in the **premises**;

resulting directly from an actual or attempted **theft**, **robbery** or **safe burglary**, if you are the owner of the **premises** or are liable for damage to it.

4. Outside the Premises

We will pay for loss of, and loss from damage to, **cash**, **securities** and **other property** outside the **premises** while in the care and custody of a **messenger** or armored motor vehicle company:

- a. for **cash** and **securities** resulting from **theft**, disappearance or destruction; and
- b. for **other property** resulting from actual or attempted **robbery**.

5. Computer Fraud

We will pay for loss resulting directly from the use of any computer to impersonate you, or your authorized officer or **employee**, to gain direct access to your computer system, or to the computer system of your financial institution, and thereby fraudulently cause the transfer of **money**, **securities** or **other property** from your **premises** or **banking premises** to a person, entity, place or account outside of your control.

6. Money Orders and Counterfeit Paper Currency

We will pay for loss resulting directly from your having accepted in good faith and in the regular course of business, in exchange for merchandise, **money** or services:

- a. money orders issued by any post office, express company or bank in the United States or Canada that are not paid upon presentation; or
- b. **counterfeit** United States or Canadian paper currency.

C. DEFINITIONS

1. **Banking premises** means the interior of that portion of any building occupied by a financial institution with which you have an account or which has custody of your **money** or **securities**.
2. **Cash** means United States or Canadian bills and coins in current use and having a face value that are accepted by the United States or by the government of Canada as legal tender for the payment of debts.
3. **Counterfeit** means an imitation of an actual valid original which is intended to deceive and to be taken as the original.
4. **Custodian** means you, any of your partners or any **employee** while having care and custody of property inside the **premises**, excluding any person while acting as a **watchperson** or janitor.
5. **Employee** means:
 - a. Any natural person:
 - (1) while in your service or for 30 days after termination of service; and
 - (2) whom you compensate directly by salary, wages or commissions; and
 - (3) whom you have the right to direct and control while performing services for you.
 - b. Any natural person who is furnished temporarily to you to:
 - (1) substitute for a permanent **employee** as defined in (a) above who is on leave; or
 - (2) meet seasonal or short-term workload conditions;while that person is subject to your direction and control and performing services for you excluding, however, any such person while having care and custody of property outside the **premises**.
 - c. Any natural person who is:
 - (1) a trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any **employee benefit plan(s)** insured under this insurance; and
 - (2) your director or trustee while that person is handling **funds** or **other property** of any **employee benefit plan(s)** insured under this insurance.
 - d. **Employee** does not mean any:
 - (1) agent, broker, person leased to you by a labor leasing firm (except when furnished on a temporary basis under the circumstances set forth in Definition **5.b.**), factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (2) director or trustee except while performing acts within the scope of the usual duties of an employee.

6. **Employee benefit plan(s)** means any welfare or pension benefit plan listed in the Declarations that is subject to the Employee Retirement Income Security Act of 1974 (ERISA).
7. **Forgery** means the signing of the name of another person or organization 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.
8. **Messenger** means you, any of your partners or **employees** while having care and custody of property outside the **premises**.
9. **Money** means:
 - a. **Cash**;
 - b. Demand and savings deposits at financial institutions; and
 - c. travelers checks, register checks and money orders held for sale to the public.
10. **Occurrence** means:
 - a. As respects Insuring Agreement 1., all loss or losses caused by, or involving, any one **employee**, acting alone or in collusion with others.
 - b. As respects Insuring Agreement 2., all loss or losses caused by any person or in which that person is involved, whether the loss involves one or more instruments.
 - c. As respects all other Insuring Agreements, all loss or losses caused by:
 - (1) any number of acts, involving one person whether acting alone or in collusion with others;
 - (2) any number of acts involving a group of persons acting together; or
 - (3) an act or event, or any number of related acts or events, not involving any identifiable person.
11. **Other property** means any tangible property other than **money** and **securities** that has intrinsic value but does not include any property excluded under this insurance.
12. **Payment order** means an instruction of a sender to a receiving bank, transmitted orally, electronically, or in writing, to pay, or to cause another bank to pay, a fixed or determinable amount of money to another person.
13. **Premises** means the interior of that portion of any building you occupy in conducting your business.
14. **Robbery** means the 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. in the presence of that person, caused or threaten to cause bodily harm to someone else.

15. **Safe burglary** means the 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 on the **premises** by a person without your permission.

16. **Securities** mean 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**.

17. **Security procedure** means a procedure established by agreement of the Insured and its customer or financial institution for the purpose of **(i)** verifying that a **payment order** is that of the Insured, or **(ii)** detecting error in the transmission or the content of the **payment order** or communication. A **security procedure** may require the use of algorithms or other codes, identifying words or numbers, encryption, callback procedures, or similar security devices.

18. **Theft** means any act of stealing.

19. **Watchperson** means any person you retain specifically to have care and custody of property on the **premises** and who has no other duties.

D. **EXCLUSIONS Applicable to All Insuring Agreements, Except as Indicated**

We will not pay for loss as specified below:

1. **Acts Committed by You or Your Partners**

Loss resulting from any dishonest act committed by you or any of your partners whether acting alone or in collusion with other persons.

2. **Acts of Employees, Directors, Trustees or Representatives**

We will not pay for loss resulting from any dishonest act committed by any of your **employees**, directors, trustees or authorized representatives:

- a. acting alone or in collusion with other persons; or
- b. while performing services for you or otherwise;

except when covered under Insuring Agreement 1.

3. **Fire**

Loss from damage to the **premises** resulting from fire, however caused.

4. Governmental Action

Loss resulting from seizure or destruction of property by order of governmental authority.

5. Indirect Loss

Loss that is an indirect result of any act or **occurrence** covered by this Policy including, but not limited to, loss resulting from:

- a. your inability to realize income that you would have realized had there been no loss;
- b. payment of damages of any type for which you are legally liable unless you establish that the act or acts that gave rise to the damages involved conduct which caused a covered loss of **money, securities or other property** which was in your custody and control and for which you were responsible prior to the loss; or
- c. payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.

6. Legal Expenses

Expenses related to any legal action, except when covered under Insuring Agreement 2.

7. Nuclear Chemical or Biological

Loss resulting from nuclear reaction, nuclear radiation or radioactive, chemical or biological contamination, or any related act or incident.

8. War and Similar Actions

Loss resulting from war, whether or not declared, warlike action, insurrection, rebellion or revolution, or any related act or incident.

9. Confidential Information

Loss resulting from the theft, disappearance, destruction or disclosure of confidential information including, but not limited to, trade secrets, personal information, customer lists and intellectual property. For purposes of Insuring Agreement 5, confidential information cannot itself be the **other property** transferred, but a loss otherwise covered under Insuring Agreement 5 shall not be excluded by the fact that confidential information was used to gain access to your computer system or to the computer system of your financial institution, in order to cause the fraudulent transfer.

10. Data Breach Costs

Expenses related to your obligations to comply with federal and state privacy laws and Payment Card Industry Data Security Standards (if applicable) arising from a data security breach, including, but not limited to, expenses related to notifying affected individuals when the affected individual's personally identifiable financial or medical information was stolen, accessed, downloaded or misappropriated while in your care, custody or control, forensic audit expenses and fines and penalties.

Applicable to Specific Insuring Agreements

We will not pay for loss as specified below:

1. Under Insuring Agreement 1

Employee Canceled Under Prior Insurance

Loss caused by any **employee** of yours, or predecessor in interest of yours, for whom similar prior insurance has been canceled and not reinstated since the last such cancellation.

2. Under Insuring Agreements 1 and 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.

3. Under Insuring Agreements 3 and 4

a. Accounting or Arithmetical Errors or Omissions

Loss resulting from accounting or arithmetical errors or omissions.

b. 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.

c. Transfer or Surrender of Property

(1) Loss of property after it has been transferred or surrendered to a person or place outside **the premises** or **banking premises**:

- (i) on the basis of unauthorized instructions; or
- (ii) as a result of a threat to do:
 - (a) bodily harm to any person; or
 - (b) damage to any property.

(2) But, this exclusion does not apply under Insuring Agreement 4. to loss of **money**, **securities** and **other property** while outside the **premises** or **banking premises** in the care and custody of a **messenger** if you:

- (i) had no knowledge of any threat at the time the conveyance began; or
- (ii) had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

d. Vandalism

Loss from damage to any safe, vault or **other property**, or to the **premises** or its exterior, by vandalism or malicious mischief.

4. Under Insuring Agreement 4

Motor Vehicles or Equipment and Accessories

Loss of motor vehicles, trailers or semi-trailers or equipment and accessories attached to them.

5. Under Insuring Agreements 3 and 4

a. Exchanges or Purchases

Loss resulting from the giving or surrendering of property in any exchange or purchase.

b. Voluntary Parting of Title to or Possession of Property

Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to part voluntarily with title to or possession of any property.

6. Under Insuring Agreement 5

a. Failure to Follow Security Procedures

(1) loss resulting from your failure to follow **security procedures** agreed to in writing with your customer or your financial institution;

(2) loss that would have been avoided if you had accepted and followed commercially reasonable **security procedures** that your financial institution made available for your account or accounts involved in the loss; or

(3) loss resulting from your failure to comply with **security procedures** that you represented to us you would follow.

b. Debit and Credit Cards

Loss resulting from the use or purported use of credit, debit, charge, access, convenience, or other cards.

E. CONDITIONS

Applicable to All Insuring Agreements

1. 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:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

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 canceled, 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. 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 on behalf of all insureds to agree with us on changes in the terms of this Policy. If the terms are changed, the changes will be shown in an endorsement issued by us and made a part of this Policy.

3. 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 any insured, at any time, intentionally conceals or misrepresents a material fact concerning:

- a. this insurance;
- b. the covered property;
- c. your interest in the covered property; or
- d. a claim under this insurance.

4. Consolidation and Merger

If through consolidation or merger with, or purchase or acquisition of assets or liabilities of, some other entity any additional persons become **employees** or you acquire the use and control of any additional **premises**:

- a. you must give us written notice and obtain our written consent to extend this Policy to such additional **employees** or **premises**. We may condition our consent upon payment of an additional premium; but
- b. for the first 60 days after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities, any insurance afforded for **employees** or **premises** also applies to these additional **employees** or **premises** for acts committed or events occurring within said 60 day period.

5. Deductible

- a. We will not pay for loss in any one **occurrence** unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We then will pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance. In the event more than one Deductible Amount could apply to the loss, only the highest Deductible Amount will be applied.
- b. For losses covered under Insuring Agreement 1. you must:

(1) give us notice as soon as possible even though the loss falls entirely within the Deductible Amount; and

(2) upon our request, give us a statement describing the loss.

c. The deductible does not apply to loss sustained by any **employee benefit plan(s)**.

6. Discovery of Loss

Discovery of loss occurs when you first become aware of facts which would cause a reasonable person to assume that a loss covered by this Policy has been or will be incurred, even though the exact amount or details of the loss may not then be known.

Discovery also occurs when you receive notice of an actual or potential claim against you alleging facts that if true would constitute a covered loss under this insurance.

7. Duties in the Event of Loss

After you discover a loss or a situation that may result in a loss you must:

a. notify us as soon as possible;

b. submit to examination under oath at our request and give us a signed statement of your answers;

c. give us a detailed, sworn proof of loss within 120 days; and

d. cooperate with us in the investigation and settlement of any claim.

8. Employee Benefit Plan(s)

a. If any **employee benefit plan(s)** is insured jointly with any other entity under this insurance, you or the plan administrator must select a Limit of Insurance for Insuring Agreement 1. that is sufficient to provide a Limit of Insurance for each plan that is at least equal to that required if each plan were separately insured.

b. If the first Named Insured is an entity other than a plan, any payment we make to that Insured for loss sustained by any plan will be held by that Insured for the use and benefit of the plan(s) sustaining the loss.

c. If two or more plans are insured under this insurance, any payment we make for loss:

(1) sustained by two or more plans; or

(2) of commingled **funds** or **other property** of two or more plans;

that arises out of one **occurrence**, is to be shared by each plan sustaining loss in the proportion that the Limit of Insurance required for each such plan bears to the total of those limits.

9. Extended Period to Discover Loss

a. We will pay for loss that you sustained prior to the effective date of termination or cancellation of this insurance, which is discovered by you

- (1) within 60 days following the date of termination or cancellation; and
 - (2) as respects any **employee benefit plan(s)**, within one year following the date of termination or cancellation.
- b. However, this extended period to discover loss terminates immediately upon the effective date of any other insurance obtained by you replacing in whole or in part the insurance afforded by this Policy whether or not such insurance provides coverage for loss sustained prior to its effective date.

10. Joint Insured

- a. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums we pay.
- b. 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 related to this insurance. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.
- c. If any Insured or partner or officer of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured.
- d. An **employee** of any Insured is considered to be an **employee** of every Insured.
- e. If this Policy or any of its coverage is canceled or terminated as to any Insured, Condition **E.9. Extended Period to Discover Loss** applies separately to that Insured.
- f. We will not pay more for loss sustained by more than one Insured than the amount we would pay if all the loss had been sustained by one Insured.

11. Legal Action Against Us

You may not bring any legal action against us involving loss:

- a. unless you have complied with all the terms of this Policy; and
- b. until 90 days after you have filed proof of loss with us; and
- c. unless brought within 2 years from the date you discover the loss.

12. 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, the broadened coverage will immediately apply to this insurance.

13. Limit of Insurance

The most we will pay for loss in any one **occurrence** is the applicable Limit of Insurance shown in the Declarations.

14. Loss Covered Under More Than One Coverage

If two or more coverages of this Policy apply to the same loss, we will pay the lesser of:

- a. the actual amount of loss; or

- b. the highest single Limit of Insurance applicable to those coverages.

15. Non-Cumulation of Limit of Insurance

Regardless of the number of years this Policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or policy period to policy period.

16. Other Insurance

- a. This Policy does not apply to loss recoverable or recovered under other insurance or indemnity. However, if the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this Policy will apply to that part of the loss, other than that falling within any Deductible Amount, not recoverable or recovered under the other insurance or indemnity. However, this Policy will not apply to the amount of loss that is more than the applicable Limit of Insurance shown in the Declarations.
- b. Under Insuring Agreement 4., we will pay only for the amount of loss that 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.

17. Ownership of Property, Interests Covered

The property covered under this Policy is limited to property:

- a. that you own or hold; or
- b. that is owned and held by someone else under circumstances that made you responsible for the property prior to, and independent of, the loss.

However, this Policy is for your benefit only. It provides no rights or benefits to any other person or organization.

18. Records

You must keep records of all covered property so we can verify the amount of any loss.

19. Recoveries

- a. Recoveries, whether effected by you or us, shall be applied, net of the expense of such recovery, in the following manner and order:
 - (1) to the satisfaction of your loss which would otherwise have been paid under this Policy but for the fact that it is in excess of the Limit of Insurance and the Deductible Amount, if any;
 - (2) then to us, until we are reimbursed for the settlement made;
 - (3) then to you, until you are reimbursed for that part of the loss equal to the Deductible Amount, if any;
 - (4) then to you for any loss not covered by this Policy.

- b. Recoveries do not include any recovery from insurance, suretyship, reinsurance, security or indemnity taken for our benefit.
- c. If original securities are recovered after duplicates of such securities have been issued, the original securities shall be surrendered to us.

20. Territory

This Policy covers only acts committed or events occurring within the United States of America, U.S. Virgin Islands, Puerto Rico or Canada. In addition, under Insuring Agreement 1., we will pay for loss caused by any **employee** while temporarily outside of said territories for a period of not more than 90 days.

21. 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.

22. Transfer of Your Rights of Recovery Against Others to Us

You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You also must do everything necessary to secure those rights and do nothing after loss to impair our actual or potential rights of recovery.

23. Valuation - Settlement

a. Subject to the applicable Limit of Insurance provision we will pay for:

- (1) Loss of **money** but only up to and including its face value. We may, at our option, pay for loss of **money** issued by any country other than the United States of America:
 - (i) at face value in the **money** issued by that country; or
 - (ii) in the United States of America dollar equivalent determined by the rate of exchange on the day the loss was discovered.
- (2) 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:
 - (i) pay the 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
 - (ii) 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:
 - (a) value of the **securities** at the close of business on the day the loss was discovered; or

(b) Limit of Insurance.

(3) Loss of, or loss from damage to, **other property** or loss from damage to the **premises** or its exterior 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;

(a) of comparable material and quality; and

(b) used for the same purpose; or

(iii) the amount you actually spend that is necessary to repair or replace the lost or damaged property.

(4) We will not pay on a replacement cost basis for any loss or damage:

(i) until the lost or damaged property actually is repaired or replaced; and

(ii) unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis.

b. We may, at our option, pay for loss of, or loss from damage to, property other than **money**:

(1) in the **money** of the country in which the loss occurred; or

(2) in the United States of America dollar equivalent of the **money** of the country in which the loss occurred determined by the rate of exchange on the day the loss was discovered.

c. Any property that we pay for or replace becomes our property.

Applicable to Specific Insuring Agreements

1. Insuring Agreement 1

Cancellation as to Any Employee

Coverage under this Policy is canceled as to any **employee**:

a. Immediately upon discovery by:

(1) you; or

(2) any of your partners, officers or directors not in collusion with the employee; or

- (3) as to **Employee benefit plan(s)**, any trustee, fiduciary or plan administrator not in collusion with the **employee**;

of any dishonest act committed by that **employee** whether before or after becoming employed by you. Whether such discovery occurs prior to or after commencement of this Policy, there is no coverage under Insuring Agreement 1. for loss or losses resulting from acts committed by that **employee** after the date of such discovery.

- b. On the date specified in a notice mailed to you. That date will be at least 30 days after the date of mailing. The mailing of notice to you at the last mailing address known to us will be sufficient proof of notice. Delivery of notice is the same as mailing.

2. Insuring Agreement 2

a. Deductible

The deductible does not apply to legal expenses paid under Insuring Agreement 2.

b. Facsimile Signatures

We will treat a reproduction of a handwritten signature the same as handwritten signature. An electronic or digital signature is not treated as a reproduction of a handwritten signature.

c. 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 an explanation of the absence of the instrument.

d. Territory

We will cover loss you sustain anywhere in the world. The Territory Condition 20 does not apply to Insuring Agreement 2.

3. Insuring Agreements 3 and 4

a. Special Limit of Insurance for Specified Property

We only will pay up to \$5,000 for any one **occurrence** of loss of, and loss from damage to:

- (1) precious metals, precious or semi-precious stones, pearls, furs, or completed or partially completed articles made of or containing such materials that constitute the principal value of such articles; or
- (2) manuscripts, drawings, or records of any kind or the cost of reconstructing them or reproducing any information contained in them.

b. Duties in the Event of Loss

If you have reason to believe that any loss of, or loss from damage to, **money, securities** or **other property** involves a violation of law, you must notify the police.

4. Insuring Agreement 5

a. Special Limit of Insurance for Specified Property

We only will pay up to \$5,000 for any one **occurrence** of loss of, and loss from damage to, manuscripts, drawings, or records of any kind or the cost of reconstructing them or reproducing any information contained in them.

b. Duties in the Event of Loss

If you have reason to believe that any loss of, or loss from damage to, **money, securities** or **other property** involves a violation of law, you must notify the police.

c. Territory

We will cover loss you sustain anywhere in the world. The Territory Condition 20 does not apply to Insuring Agreement 5.

5. Insuring Agreement 6

a. Duties in the Event of Loss

You must notify the police if you have reason to believe you have accepted a **counterfeit** money order or **counterfeit** paper currency.

IN WITNESS WHEREOF, we have caused this Policy to be executed on the Declarations Page.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCLUDE COVERAGE FOR FUNDS TRANSFER FRAUD

A. Coverage

We will pay for loss of **funds** resulting directly from a **fraudulent instruction** directing financial institution to transfer, pay or deliver **funds** from your **transfer account**.

B. Limit of Insurance and Deductible

The Limit of Insurance and Deductible Amount are shown in the Declarations.

C. Definitions

As used in this Insuring Agreement:

a. Fraudulent instruction means:

- (1) An electronic, telegraphic, cable, teletype, telefacsimilie 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;
- (2) A written instruction (other than those described in Insuring Agreement 2.) issued by you, which was forged or altered by someone other than you without your knowledge or consent, or which purports to have been issued

by you, but was in fact fraudulently issued without your knowledge or consent; or

- (3) An electronic, telegraphic, cable, teletype, telefacsimilie, telephone or written instruction initially received by you which purports to have been transmitted by an Employee but which was in fact fraudulently transmitted by someone else without your or the Employee's knowledge or consent.

b. Transfer account means:

An account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of **funds**:

- (1) By means of electronic, telegraphic, cable, teletype, telefacsimilie or telephone instructions communicated directly or through an electronic funds transfer system; or
- (2) By means of written instructions (other than those described in Insuring Agreement 2.) establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.

c. Funds means **money** and **securities**.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

INCLUDE SPECIFIED NON-COMPENSATED OFFICERS AS EMPLOYEES

This Endorsement modifies Crime Protection Policy No. SSA-392-56-74-09090-04

1. **Employee** also includes your following non-compensated officers:

ALL NON-COMPENSATED OFFICERS AND MEMBERS OF THE BOARD OF DIRECTORS

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

**INCLUDE VOLUNTEER WORKERS OTHER THAN
FUND SOLICITORS AS EMPLOYEES**

This Endorsement modifies Crime Protection Policy No. SSA-392-56-74-09090-04

Employee also includes any non-compensated natural person, other than one who is a fund solicitor, while performing services for you that are usually the duties of an **employee**.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

**INCLUDE DESIGNATED AGENTS AS EMPLOYEES
COVERED FOR EMPLOYEE DISHONESTY ONLY**

This Endorsement modifies Crime Protection Policy No. SSA-392-56-74-09090-04

1. For Purposes of Insuring Agreement **1.** only, **Employee** also includes each natural person, partnership, or corporation you appoint in writing to act as your agent in the capacity enumerated below while acting on your behalf or while in possession of property which you own or for which your are legally liable.

Each such agent and the partners, officers and employees of that agent are considered to be collectively, one **employee** for the purposes of this insurance. However, Condition **1. Cancellation** of the Conditions Applicable to Insuring Agreement **1.** applies individually to each of them.

2. The most we will pay under this policy for loss caused by an agent included as an employee by this Endorsement is the Limit of Insurance shown below. That Limit of Insurance is part of, not in addition to, the Limit of Insurance shown in the Declartions as applicable to Insuring Agreement **1.**
3. The capacity of the agent and corresponding Limit of Insurance for this Endorsement are:

Capacity of Agent

Property Manager

Limit of Insurance

Same as Policy Limit of Insurance
Per Occurrence and Deductible
Amount Per Occurrence
For Insuring Agreement **1.**



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

SE 01 61 (Ed. 07 13)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND CONFIDENTIAL INFORMATION AND DATA BREACH COSTS EXCLUSIONS

This endorsement modifies Crime Protection Policy No.

1. The **Confidential Information** exclusion of the Exclusions Applicable to All Insuring Agreements is deleted and replaced by the following:

Confidential Information

Loss resulting from the theft, disappearance, destruction or disclosure of confidential information including, but not limited to, trade secrets, intellectual property, personal customer information, customer lists, and a customer's personally identifiable financial or medical information, whether such confidential information is owned by you or held by you in any capacity including concurrently with another person. For purposes of Insuring Agreement 5, confidential information cannot itself be the **other property** transferred, but a loss otherwise covered under Insuring Agreement 5 shall not be excluded by the fact that confidential information was used to gain access to your computer system, or to the computer system of your financial institution, in order to cause the fraudulent transfer.

2. The **Data Breach Costs** exclusion of the Exclusions Applicable to All Insuring Agreements is deleted and replaced by the following:

Data Breach Costs

Expenses related to your obligations arising from a data security breach, including, but not limited to, forensic audit expenses, fines, penalties, expenses to comply with federal and state laws and Payment Card Industry Data Security Standards (if applicable) and expenses related to notifying affected individuals when the affected individuals' personally identifiable financial or medical information was stolen, accessed, downloaded or misappropriated while in the insured's care, custody or control.



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

SA 71 50 (Ed. 06 14)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT NO.

VIRTUAL OR ON-LINE PEER TO PEER MEDIUMS OF EXCHANGE EXCLUSION

This Endorsement applies to Crime Protection Policy No. -

The following is added to **D. EXCLUSIONS**:

Applicable to all Insuring Agreements, Except as Indicated

We will not pay for loss as specified below:

Loss of virtual or on-line peer to peer mediums of exchange.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, limitations or provisions of the attached Policy other than as above stated.



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

IL 72 68
(Ed. 09 09)

In Witness Clause

In Witness Whereof, we have caused this Policy to be executed and attested, and, if required by state law, this Policy shall not be valid unless countersigned by our authorized representative.

A handwritten signature in black ink, appearing to read "Donald D. Y.", followed by a horizontal line.

President

A handwritten signature in black ink, appearing to read "Eve Cutler Rosen".

Secretary



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

IL 73 24 (Ed. 08 12)

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

ECONOMIC AND TRADE SANCTIONS CLAUSE

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

IL 73 24 (Ed. 08/12)



Fidelity & Crime Division

Should this account have a potential claim situation, please contact:

Fidelity / Crime Claims Department
Great American Insurance Group
Five Waterside Crossing
Windsor, CT 06095

(860) 298-7330
(860) 688-8188 fax

CrimeClaims@gaig.com



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

IMPORTANT INFORMATION TO POLICYHOLDERS CALIFORNIA

TO OBTAIN INFORMATION OR TO MAKE A COMPLAINT

In the event you need to contact someone about this Policy for any reason please contact your agent. If you have additional questions, you may contact the insurance company issuing this Policy at the following address and telephone number:

Great American Insurance Group
Administrative Offices
301 E 4th Street
Cincinnati, OH 45202-4201

Or you may call the toll-free telephone number for information or to make a complaint at:

1-800-221-7274

If you have a problem with your insurance company, its agent or representative that has not been resolved to your satisfaction, please call or write to the Department of Insurance.

California Department of Insurance
Consumer Services Division
300 South Spring Street, South Tower
Los Angeles, California 90013
1-800-927-4357
213-897-8921 (if calling from within the Los Angeles area)
1-800-482-4833 (TDD Number)

Written correspondence is preferable so that a record of your inquiry can be maintained. When contacting your agent, company or the Bureau of Insurance, have your Policy Number available.

ATTACH THIS NOTICE TO YOUR POLICY

This notice is for information only and does not become a part or condition of the attached document.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA ESCROW AGENT

This Endorsement modifies Crime Protection Policy No. _____.

1. The definition of **Employee** is amended to also include:
 - a. any officer, director or employee of yours who is not compensated when performing acts coming within the scope of the usual duties of an officer or employee of yours; or
 - b. any member of any of your committees duly elected or appointed to examine or audit or have custody of your property.
 - c. the Commissioner of Corporations, State of California, during the time said Commissioner, including his or her authorized representative, has possession of your property and business as provided in Chapter 6 (commencing with Section 17621) of Division 6 of the Financial Code.

The ownership of all or a portion of the shares of the Named Insured by an **employee** shall not be a defense to any suit, action or other legal proceeding against us.

2. Paragraph **a(2)** of the definition of **Employee** is deleted and replaced by the following:

(2) whom you compensate; and
3. Exclusion **1. Acts Committed by You or Your Partners** of the Exclusions Applicable to All Insuring Agreements is deleted if you are licensed as an escrow agent by the Commissioner of Corporations of the State of California.
4. An additional Condition is added as follows:

Notice of Cancellation: No cancellation of the Policy or any Insuring Agreement, whether at your request or our request, shall take effect prior to the expiration of 30 days after written notice of such cancellation has been filed with the Commissioner of Corporations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies Crime Protection Policy No. _____.

For purposes of all Insuring Agreements except Insuring Agreements **1**, **2** and **7**.

1. Condition 1. Cancellation of the **Conditions Applicable to all Insuring Agreements** is deleted and replaced by the following:

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. All Policies In Effect for 60 Days or Less

If this Policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this Policy by mailing or delivering to the first Named Insured at the mailing address shown in the Policy and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

(1) 10 days before the effective date of cancellation if we cancel for:

(a) nonpayment of premium; or

(b) discovery of fraud by:

(i) any insured or his or her representative in obtaining this insurance; or

(ii) you or your representative in pursuing a claim under this Policy.

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

c. All Policies In Effect for More than 60 Days

If this Policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this Policy only upon the occurrence, after the effective date of the Policy, of one or more of the following:

(1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.

(2) Discovery of fraud or material misrepresentation by:

(a) any insured or his or her representative in obtaining this insurance; or

(b) you or your representative in pursuing a claim under this Policy.

(3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
- (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
- (6) A determination by the Commissioner of Insurance that the:
 - (a) loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
 - (b) Continuation of the Policy coverage would:
 - (i) place us in violation of California law or the laws of the state where we are domiciled; or
 - (ii) threaten our solvency.
- (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a material added risk, or a materially increased or changed risk, unless the added, increased or changed risk is included in the Policy.

We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the Policy, and to the producer of record, at least 10 days before the effective date of cancellation, if we cancel for nonpayment of premium or discovery of fraud, or 30 days before the effective date of cancellation if we cancel for any other reason listed in paragraph c.

2. The following is added and supersedes any provisions to the contrary:

Nonrenewal

- a. Subject to the provisions of paragraph 2.b. below, if we elect:
 - (1) not to renew this Policy, or
 - (2) to condition renewal upon reductions of limits, elimination of coverages, increase in deductibles, or increase of more than 25% in the rate upon which the premium is based.

We will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured at the mailing address shown in the Policy, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration of anniversary date. We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the Policy.

- b. We are not required to send notice of nonrenewal in the following situations:
 - (1) If the transfer or renewal of a policy, without any changes in terms, conditions, or rates, is between us and a member of our insurance group.
 - (2) If the Policy has been extended for 90 days or less, provided that notice has been given in accordance with paragraph 2.a.
 - (3) If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the Policy, to obtain that coverage.

- (4) If this Policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
- (5) If the first Named Insured requests a change in the terms or conditions or risks covered by the Policy within 60 days of the end of the policy period.
- (6) If we have made a written offer to the first Named Insured, in accordance with the time frames shown in paragraph 2.a., to renew the Policy under changed terms or conditions or at a changed premium rate. As used in this paragraph, "terms or conditions" includes, but is not limited to, a reduction in limits, elimination of coverages, or an increase in deductibles.

University Square HomeOwners Association

Regular Meeting Minutes



CondoCerts

**University Square Owners' Association
Board of Directors Meeting
April 19, 2023
AGENDA**

Time: 6:00 p.m.

***Baylands Cafe
1875 Embarcadero Road
Palo Alto, CA 94303
650.223.8888***

Conference Call option

Call your dial-in number: (716)-427-1557

Enter the access code: 102689#

Call to Order

I. Open Forum

II. Consent Agenda

- A. Minutes from Prior Meeting
- B. Financials – Treasurers Report
- C. Correspondence Report

IV. Old Business

V. New Business

- A. Election timeline

VI. Next Meeting Date

- A. Next meeting will be on July 19, 2023, at Baylands Cafe.

VII. Adjournment to Executive Session

Include printout of Violations list

During open forum, each attendee may address the board for up to three minutes. A director or manager may briefly respond to statements made or questions posed. Speakers must observe rules of decorum and not engage in obscene gestures, shouting, profanity or other disruptive behavior. If a speaker is in the middle of a sentence when time is called, he/she may finish their thought before sitting down. The time guidelines ensure that others will have an opportunity to speak. Speakers may not allot their time to others. Open Forum will not last more than thirty minutes. All persons must follow Meeting Rules.

MEETING RULES: No audio or videotaping is allowed by attendees. However, the Secretary may tape the meeting to aid in the preparation of minutes. The tape is deleted once the minutes have been prepared. As provided for in the "Open Meeting Act," members may observe the meeting, but do not have the right to participate in the Board's deliberations or votes. Members may address issues during the Open Forum portion of the meeting. If an attendee becomes disruptive, he or she may be expelled from the meeting and/or fined.

UNIVERSITY SQUARE OWNERS' ASSOCIATION
Board of Directors Meeting
April 19, 2023
Minutes

Baylands Cafe
1875 Embarcadero Road
Palo Alto, CA 94303
650.223.8888

Board Members

Jack Biederman	President	Present
Debra Layman	Secretary	Present
Stan Jones	Vice President	Present
Borys Senyk	Director	Absent

Others Present

Tessy Albin Extreme Association Management LLC.
1 homeowner

Item I **Call to Order**

The Board of Directors meeting was called to order at 6:10 p.m. by Jack Biederman, President.

Item II **Open Forum**

None

Item III **Consent agenda – reviewed, moved and approved unanimously**

- A. Minutes from previous meeting
- B. Financials – Treasurers report
- C. Correspondence Summary

Item IV **Old Business**

- A. None.

Item V **New Business**

- A. Election process for 2023. Notice mailed
- B. Schedule drive thru in May to give owners time to cleanup after the winter storms.

Item VI **Next Meeting scheduled for: July 19, 2023 at 6:00 p.m.**
Location Bayland's Café and conference call

Item VII **Adjournment to Executive Session – The meeting was adjourned to Executive Session at 6:40 p.m. – No issues to discuss.**

**University Square Owners' Association
Board of Directors Meeting
January 18, 2023
AGENDA**

Time: 6:00 p.m.

***Baylands Cafe
1875 Embarcadero Road
Palo Alto, CA 94303
650.223.8888***

Conference Call option

Call your dial-in number: (716)-427-1557

Enter the access code: 102689#

Call to Order

I. Open Forum

II. Consent Agenda

- A. Minutes from Prior Meeting
- B. Financials – Treasurers Report
- C. Correspondence Report

IV. Old Business

A.

V. New Business

VI. Next Meeting Date

- A. Next meeting will be on April 19, 2023, at Baylands Cafe.

VII. Adjournment to Executive Session

Include printout of Violations list

During open forum, each attendee may address the board for up to three minutes. A director or manager may briefly respond to statements made or questions posed. Speakers must observe rules of decorum and not engage in obscene gestures, shouting, profanity or other disruptive behavior. If a speaker is in the middle of a sentence when time is called, he/she may finish their thought before sitting down. The time guidelines ensure that others will have an opportunity to speak. Speakers may not allot their time to others. Open Forum will not last more than thirty minutes. All persons must follow Meeting Rules.

MEETING RULES: No audio or videotaping is allowed by attendees. However, the Secretary may tape the meeting to aid in the preparation of minutes. The tape is deleted once the minutes have been prepared. As provided for in the "Open Meeting Act," members may observe the meeting, but do not have the right to participate in the Board's deliberations or votes. Members may address issues during the Open Forum portion of the meeting. If an attendee becomes disruptive, he or she may be expelled from the meeting and/or fined.

UNIVERSITY SQUARE OWNERS' ASSOCIATION
Board of Directors Meeting
January 18, 2023
Minutes

Baylands Cafe
1875 Embarcadero Road
Palo Alto, CA 94303
650.223.8888

Board Members

Jack Biederman	President	Present
Debra Layman	Secretary	Present
Stan Jones	Vice President	Present
Borys Senyk	Director	Present

Others Present

Tessy Albin Extreme Association Management LLC.
1 homeowner

Item I **Call to Order**

The Board of Directors meeting was called to order at 6:10 p.m. by Jack Biederman, President.

Item II **Open Forum**

- A. Discussion of solar installation – owner selected using Tesla as lowest cost.
- B. Roofing replacement before solar panels installed – discussion.
- C. Question raised about converting house to all electric – HOA has no jurisdiction over the inside of the house.

Item III **Consent agenda – reviewed, moved and approved unanimously**

- A. Minutes from previous meeting
- B. Financials – Treasurers report
- C. Correspondence Summary

Item IV **Old Business**

- A. None.

Item V **New Business**

- A. Public works meeting – proposal to take down “No Parking” signs from around the park. Withdrawn.

Item VI **Next Meeting scheduled for:** April 19, 2023 at 6:00 p.m.
Location Bayland's Café and conference call

Item VII **Adjournment to Executive Session – The meeting was adjourned to Executive Session at 6:50 p.m. – No issues to discuss.**

UNIVERSITY SQUARE OWNERS' ASSOCIATION
Board of Directors Meeting
September 8, 2021
Minutes

Baylands Cafe
1875 Embarcadero Road
Palo Alto, CA 94303
650.223.8888

Conference Call option
Call your dial-in number: (515) 603-3191
Enter the access code: 102689#

Board Members

Jack Biederman	President	Present
Anatoly Varfolomeer	Treasurer	Present
Debra Layman	Secretary	Present
Stan Jones	Director	Present
Borys Senyk	Director	Present

Others Present

Tessy Albin	Extreme Association Management LLC.
Angela Jackson	Inspector of Elections
Edward Jackson	

Item I **Call to Order**

The Board of Directors meeting was called to order at 6:10 p.m. by Jack Biederman, President.

Item II **Establishment of Quorum** - Quorum met, 80 ballots received. Includes 1 ballot not counted due to lack of return address and signatures.

Item III **Counting of Ballots for Amendment of Bylaws by Inspector of Elections**

Item IV **Verification of Ballots – Election Results**

YES = 78
NO = 1
Not counted = 1

Item VI **Next Meeting is Annual meeting.**

Date: December 15, 2021 at 6:00 p.m. Location Bayland's Cafe and conference call.

Item VII **Adjournment – The meeting was adjourned at 7:30pm.**

No issues for Executive Session.

UNIVERSITY SQUARE OWNERS' ASSOCIATION
Board of Directors Meeting
April 21, 2021
Minutes

Via conference - Zoom

Board Members

Jack Biederman	President	Absent
Anatoly Varfolomeer	Treasurer	Present
Debra Layman	Secretary	Present
Stan Jones	Director	Present
Borys Senyk	Director	Present

Others Present

Tessy Albin	Extreme Association Management LLC.
Monique Funnie	Architectural Committee
Vince Gifford	Homeowner

Item I **Call to Order**

The Board of Directors meeting was called to order at 6:09 p.m. by Stan Jones, Director.

Item II **Open Forum - Questions raised by homeowners.**

- A. Borys – Comments from homeowner regarding home prices. Real Estate prices are market driven. Comps easily found on the internet. HOA does everything allowed in the CCRs regarding maintenance.

Item III **Consent agenda – reviewed, moved and approved unanimously**

- A. Minutes from previous meeting
- B. Financials – Treasurers report
- C. Correspondence Summary

Item IV **Old Business**

- A. Paint color palette – Updated colors provided by Monique. Thank you to Monique and Lydia for their excellent work and new look provided.
 - a. Kelly Moore colors with formulas
 - b. 3 sets of binders available – 1 held by Lydia, 1 held by board member and 1 to be used as loaner to owners for maximum time of one week.
 - c. Link will be published on next newsletter and posted to website.
- B. Monique has offered to be a color consultant for homeowners that want help making selections.

Item V **New Business**

- A. Update of University Square ByLaws and change meeting quorum – Discussion.
Thank you Stan for all the hours spent editing.
 - a. Distributed final to board members.
 - b. Document has been reviewed by lawyer and all comments incorporated.
 - c. Anatoly moved to approve document, no changes. Unanimously approved.
 - d. Tessy to prepare printing and mailing ASAP with prepaid return envelope.
 - e. Request ballots back in 30 days.
 - f. Angela agreed to be the Inspector of Elections.
- B. Noise issues discussion – must follow city rules, can ask neighbors to please have their workers start at 8:00am. Will include in newsletter.

Item VI **Next Meeting Date scheduled for:** October xx, 2021 at 6:00 p.m. Location TBD, in person, Zoom and conference call. Target annual meeting date in December 2021.

Item VII **Adjournment – The meeting was adjourned at 7:30pm.**

No issues for Executive Session.

UNIVERSITY SQUARE OWNERS' ASSOCIATION
Board of Directors Meeting
April 21, 2021
Minutes

Via conference - Zoom

Board Members

Jack Biederman	President	Present
Anatoly Varfolomeer	Treasurer	Present
Debra Layman	Secretary	Present
Stan Jones	Director	Present
Borys Senyk	Director	Present

Others Present

Tessy Albin Extreme Association Management LLC.

Item I **Call to Order**

The Board of Directors meeting was called to order at 6:03 p.m. by Jack Biederman, President.

Item II **Open Forum - Questions raised by homeowners.**

- A. Jack – City of EPA meeting – Park improvements on the plan. Install bathrooms in park. Had been rejected previously. Objection due to other cities' parks not maintained properly. Can only have bathrooms if rangers on site. Budget for ranger and maintenance?
- B. Resident sent Jack request for more aggressive rules enforcement.

Item III **Consent agenda – reviewed, moved and approved unanimously**

- A. Minutes from previous meeting
- B. Financials – Treasurers report
- C. Correspondence Summary

Item IV **Old Business**

- A. Publish write up with information on how to join to website and on the next newsletter. – Done. 93 owners have joined the group.
- B. Paint colors – Architectural Committee. Jack will coordinate with Monique and provide the new colors to Tessy for posting on website.

Item V **New Business**

- A. Update of University Square ByLaws and change meeting quorum as proposed by Extreme Properties. Propose document for final approval at April meeting.
 - a. Distribute most recent draft to board members and request feedback.

- b. Propose document for final approval at July meeting.
- B. Insurance renewal.

Item VI **Next Meeting Date scheduled for:** July 21, 2021 at 6:00 p.m. Location via Zoom and conference call. Target annual meeting date in October.

Item VII **Adjournment to Executive Session – The meeting was adjourned to Executive Session at 7:08 p.m.**

UNIVERSITY SQUARE OWNERS' ASSOCIATION
Board of Directors Meeting
January 20, 2021
Minutes

Via conference Call

Board Members

Jack Biederman	President	Present
Anatoly Varfolomeer	Treasurer	Present
Debra Layman	Secretary	Present
Stan Jones	Director	Present
Borys Senyk	Director	Present

Others Present

Tessy Albin Extreme Association Management LLC.
3 homeowners

Item I Call to Order

The Board of Directors meeting was called to order at 6:02 p.m. by Jack Biederman, President.

Item II Open Forum - Questions raised by homeowners.

Dixie has the following comments:

- Request using Zoom
- Wants board to hire lawyer to deal with median strips
- Change CCRs to add rental cap of 25%
- Believes house market prices too low
- Disband HOA

Borys
Can use Zoom with voice only, no video

Item III Consent agenda – reviewed, moved and approved unanimously

- A. Minutes from previous meeting
- B. Financials – Treasurers report
- C. Correspondence Summary

Item IV Old Business

- A. Stan – Smooth transition from Yahoo groups to Group IO. Tested system with board members before turning on to homeowners at large. Initial load worked well, a few new people joining afterwards. Count as of today = 72.
- B. Add write up with information on how to join to website and on the next newsletter.
- C. Paint colors – Architectural Committee. Jack will coordinate with Monique and provide the new colors to Tessy for posting on website.

Item V **New Business**

- A. Update of University Square ByLaws and change meeting quorum as proposed by Extreme Properties. Propose document for final approval at April meeting.
- B. Distribute to board members and request feedback – 1 week turnaround.
- C. Propose document for final approval at April meeting.

Item VI **Next Meeting Date scheduled for:** April 21, 2021 at 6:00 p.m. Location via Zoom and conference call.

Item VII **Adjournment to Executive Session – The meeting was adjourned to Executive Session at 6:34 p.m.**

**UNIVERSITY SQUARE OWNERS' ASSOCIATION
Board of Directors Executive Session Meeting
April 9, 2020
Minutes**

Board Members

Jack Biederman	President	Present
Borys Senyk	Treasurer	Present
Debra Layman	Secretary	Present
Stan Jones	Director	Present
Anatoly Varfolomeer	Director	Present

Others Present

Tessy Albin Extreme Association Management LLC

Item I **Call to Order**

The Board of Directors meeting was called to order at 6:02 p.m. by Stan Jones, Director

Item II **Insurance**

Discussion regarding insurance quotes for year 20-21.

Unanimously approved renewal of Great American. Tessy to contact Socher insurance to approve binding of policy for next year.

Item III **Other Business**

- a. Next meeting - reschedule for May 20th., revisit if possible to hold in person early May. Send notice by newsletter, Debra will post to Yahoo group.
- b. Review of outstanding A/ R and Collections – Per emergency regulations no new accounts can be sent to collections.

Item IV **Adjournment of Executive Session – Meeting adjourned 6:30 P.M.**

**University Square Owners' Association
Board of Directors Meeting
July 15, 2020**

Time: 6:00 p.m.

Location: Conference Call

Agenda

- I. Call to Order
- II. Open Forum
- III. Consent Agenda
 - A. Minutes from Prior Meeting
 - B. Financials – Treasurers Report
 - C. Correspondence Report
- IV. Old Business
- V. New Business
 - A. Discussion regarding impact of new State rules. - Distribute new SB323 Election Rules for approval.
 - B. East Palo Alto Sanitation District - potential impact.
- VI. Next Meeting Date
 - A. The next meeting is scheduled for October 21, 2020 at 6:00 P.M.
- VII. Adjournment to Executive Session
 - Include printout of Violations list

During open forum, each attendee may address the board for up to three minutes. A director or manager may briefly respond to statements made or questions posed. Speakers must observe rules of decorum and not engage in obscene gestures, shouting, profanity or other disruptive behavior. If a speaker is in the middle of a sentence when time is called, he/she may finish their thought before sitting down. The time guidelines ensure that others will have an opportunity to speak. Speakers may not allot their time to others. Open Forum will not last more than thirty minutes. All persons must follow Meeting Rules.

MEETING RULES: No audio or videotaping is allowed by attendees. However, the Secretary may tape the meeting to aid in the preparation of minutes. The tape is deleted once the minutes have been prepared. As provided for in the "Open Meeting Act," members may observe the meeting, but do not have the right to participate in the Board's deliberations or votes. Members may address issues during the Open Forum portion of the meeting. If an attendee becomes disruptive, he or she may be expelled from the meeting and/or fined.

UNIVERSITY SQUARE OWNERS' ASSOCIATION
Board of Directors Meeting
July 15, 2020
Minutes

Board Members

Jack Biederman	President	Present
Borys Senyk	Treasurer	Present
Debra Layman	Secretary	Present
Stan Jones	Director	Present
Anatoly Varfolomeer	Director	Present

Others Present

Tessy Albin Extreme Association Management LLC
David Albin Extreme Association Management LLC
4 Homeowners - residents from Baines, Gates, Oakes & Wilks
Vice Chair of City of EPA Public works

Item I **Call to Order**

The Board of Directors meeting was called to order at 6:06 p.m. by Borys Senyk, Treasurer.

Item II **Open Forum - Questions raised by homeowners.**

- A. Ordinance on sewer capacity. What is the solution?.
- B. Where does the information come from? Is there a timeframe?
- C. Where are decisions made. City, Public Works, Developer, Sanitary District?
- D. Court provided his email address for residents to contact him directly for updates. court@courtskinner.com and website is epasd.com

Item III **Consent agenda – reviewed, moved and approved unanimously**

- A. Minutes from previous meeting
- B. Financials – Treasurers report
- C. Correspondence Summary

Item IV **Old Business**

- A. None.

Item V **New Business**

- A. Monique representing the Architectural Committee asked if there are any restrictions on painting. There are no restrictions. All construction is open, released from lockdown.

- B. Election Rules SB 323. Discussion and update. Have good understanding and in good position to comply with all new rules.
- C. Shirley Morton - nominated for Inspection of Elections. Approved. She can delegate collection of ballots to management.
- D. East Palo Alto Sanitation District - Discussion
 - 1. Some owners doubt data reported.
 - 2. Jack and Stan have met with Mr. Okupe to get clarification of development
 - 3. HOA does not own pipes under discussion - assured by Mr. Okupe
 - 4. HOA can only share information if available, not able to tell City what to do with the infrastructure. same as all other utilities
 - 5, Concerned citizens can form own group to do research and fundraising if they want to pursue any engineering studies or claims which will be expensive. This activities are beyond the HOA and board's charter.

Item VI **Next Meeting Date and 2020 calendar of meetings:**

- A. Next meeting will be held on September 16, 2020 at 6:00 p.m.
- B. Annual meeting + board meeting November 18, 2020 at 6:00 p.m.

Item VII **Adjournment to Executive Session – The meeting was adjourned to Executive Session at 6:51 p.m. Thank you to homeowners for participating.**

UNIVERSITY SQUARE OWNERS' ASSOCIATION
Board of Directors Meeting
September 23, 2020
Minutes

Board Members

Jack Biederman	President	Present
Borys Senyk	Treasurer	Present
Debra Layman	Secretary	Present
Stan Jones	Director	Present
Anatoly Varfolomeer	Director	Present

Others Present

Tessy Albin Extreme Association Management LLC
1 Homeowners

Item I **Call to Order**

The Board of Directors meeting was called to order at 6:06 p.m. by Jack Biederman, President.

Item II **Open Forum - Questions raised by homeowners.**

- A. Roof replacement discussion - No architectural request is necessary if like for like replacement color and materials, only change is due to code upgrades.

Item III **Consent agenda – reviewed, moved and approved unanimously**

- A. Minutes from previous meeting
- B. Financials – Treasurers report
- C. Correspondence Summary

Item IV **Old Business**

- A. East Palo Alto Sanitation District - No updates.

Item V **New Business**

- A. Discussion of Election schedule - Ballot package distributed to the board for review.
- B. Mailing to be done on October 9th.
- C. Debbie to send reminder to vote notices out via Yahoo groups two times.

Item VI **Next Meeting Date:**

- A. Annual meeting + board meeting November 18, 2020 at 6:00 p.m.

Item VII **Adjournment to Executive Session – The meeting was adjourned to Executive Session at 6:33 p.m. Thank you to homeowners for participating.**

**University Square Owners' Association
Board of Directors Meeting
September 23, 2020**

Time: 6:00 p.m.

**Location: Conference Call
Call your dial-in number: (515) 603-3191
Enter the access code: 102689#**

Agenda

- I. Call to Order
- II. Open Forum
- III. Consent Agenda
 - A. Minutes from Prior Meeting
 - B. Financials – Treasurers Report
 - C. Correspondence Report
- IV. Old Business
 - A. East Palo Alto Sanitation District - update.
- V. New Business
 - A. Discussion of Election schedule and quorum requirements.
 - B. Notice of Annual Meeting and Candidate List distributed to membership.
- VI. Next Meeting Date
 - A. The next meeting is Annual Meeting scheduled for November 18, 2020 at 6:00 P.M.
- VII. Adjournment to Executive Session
 - Include printout of Violations list

During open forum, each attendee may address the board for up to three minutes. A director or manager may briefly respond to statements made or questions posed. Speakers must observe rules of decorum and not engage in obscene gestures, shouting, profanity or other disruptive behavior. If a speaker is in the middle of a sentence when time is called, he/she may finish their thought before sitting down. The time guidelines ensure that others will have an opportunity to speak. Speakers may not allot their time to others. Open Forum will not last more than thirty minutes. All persons must follow Meeting Rules.

MEETING RULES: No audio or videotaping is allowed by attendees. However, the Secretary may tape the meeting to aid in the preparation of minutes. The tape is deleted once the minutes have been prepared. As provided for in the "Open Meeting Act," members may observe the meeting, but do not have the right to participate in the Board's deliberations or votes. Members may address issues during the Open Forum portion of the meeting. If an attendee becomes disruptive, he or she may be expelled from the meeting and/or fined.

**University Square Owners' Association
Board of Directors Meeting
November 18, 2020**

Time: 6:00 p.m. Following Annual Meeting

***Baylands Cafe
1875 Embarcadero Road
Palo Alto, CA 94303
650.223.8888***

**Conference Call option
Call your dial-in number: (515) 603-3191
Enter the access code: 102689#**

Agenda

- I. Call to Order
- II. Open Forum
- III. Consent Agenda
 - A. Minutes from Prior Meeting
 - B. Financials – Treasurers Report
 - C. Correspondence Report
- IV. Old Business
 - A.
- V. New Business
 - A. Discussion of Election Results
 - B. Paint color palette
- VI. Next Meeting Date
 - A. The next meeting is scheduled for January xx, 2020 at 6:00 P.M.,
Location TBD.
- VII. Adjournment to Executive Session

Include printout of Violations list

During open forum, each attendee may address the board for up to three minutes. A director or manager may briefly respond to statements made or questions posed. Speakers must observe rules of decorum and not engage in obscene gestures, shouting, profanity or other disruptive behavior. If a speaker is in the middle of a sentence when time is called, he/she may finish their thought before sitting down. The time guidelines ensure that others will have an opportunity to speak. Speakers may not allot their time to others. Open Forum will not last more than thirty minutes. All persons must follow Meeting Rules.

MEETING RULES: No audio or videotaping is allowed by attendees. However, the Secretary may tape the meeting to aid in the preparation of minutes. The tape is deleted once the minutes have been prepared. As provided for in the "Open Meeting Act," members may observe the meeting, but do not have the right to participate in the Board's deliberations or votes. Members may address issues during the Open Forum portion of the meeting. If an attendee becomes disruptive, he or she may be expelled from the meeting and/or fined.

University Square HomeOwners Association

Newsletters



CondoCerts

March, 2023

UNIVERSITY SQUARE OWNERS' ASSOCIATION

The next board meeting will be on
April 19, 2023 at 6:00 p.m.
Location is Bayland's Café
1875 Embarcadero Rd, Palo Alto, CA 94303

Conference Call option
Call your dial-in number: (716)-427-1557
Enter the access code: 102689#



BOARD MEMBERS

We thank the board members for their continued support of the community.

Jack Biederman - President
Stanley Jones – Vice President
Borys Senyk – Director
Debra Lyman – Secretary

HOLIDAY DECORATIONS

All decoration must be removed no later than one month after the holiday.

SAFETY & PARKING

You may contact the City of East Palo Alto Police at the non-emergency # 650-321-1112.

PROPERTY MAINTENANCE & RULE VIOLATIONS

Owners are responsible for the maintenance of the house even if it is rented.
We are living in a desirable neighborhood with great accessibility. Let's all work together!

We appreciate your cooperation and the efforts made to improve the overall appearance of the neighborhood and it definitely shows!

Board of Directors

Jack Biederman
President

Stan Jones
Vice President

Debra Layman
Secretary

Borys Senyk
Director

University Square Owners' Association

c/o Extreme Association Management, LLC.

Db a Extreme Properties

19500 Monterey Rd, Suite B

Morgan Hill, CA 95037

Phone: 1-669-888-3233 Fax: 1-669-888-3234

24 Hour Emergency: 1-800-358-9974

tessy@extreme.properties

Website: www.extreme.properties **Login:** usa17

December 15, 2022

UNIVERSITY SQUARE OWNERS' ASSOCIATION

The next board meeting will be on
January 18, 2023 at 6:00 p.m.
Location is Bayland's Café
1875 Embarcadero Rd, Palo Alto, CA 94303

Conference Call option
Call your dial-in number: (716)-427-1557
Enter the access code: 102689#



BOARD MEMBERS

We thank the board members for their continued support of the community.

Jack Biederman - President
Stanley Jones – Vice President
Borys Senyk – Director
Debra Lyman – Secretary

HOLIDAY DECORATIONS

Let's get into the holiday spirit and decorate our homes.
Remember, decoration must come down one month after the holiday.

COMMUNITY EVENTS

Are you interested in planning a University Square Owners Community Event?
Committees can present a proposal to the board for an event.
The event must be for residents of University Square only and not open to neighboring developments.

PROPERTY MAINTENANCE & RULE VIOLATIONS

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Board of Directors

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24 Hour Emergency: 1-800-358-9974

tessy@extreme.properties

Website: www.extreme.properties **Login:** usa17

October 1, 2022

UNIVERSITY SQUARE OWNERS' ASSOCIATION

The Annual meeting will be on
October 19, 2022 at 6:00 p.m.
Location is Bayland's Café
1875 Embarcadero Rd, Palo Alto, CA 94303

Conference Call option
Call your dial-in number: (716)-427-1557
Enter the access code: 102689#

NOTICE:

The Annual Meeting will be held on October 19, 2022.

As of the close of nominations for directors on the board, the number of director nominees was not more than the number of vacancies to be elected, therefore the director nominees shall be considered elected by acclamation without balloting. (Civ. Code § 5103(b)(1).)

The candidates are:
Jack Biederman
Stanley Jones
Borys Senyk

PROPERTY MAINTENANCE & RULE VIOLATIONS

Owners are responsible for the maintenance of the house even if it is rented.
We are living in a desirable neighborhood with great accessibility. Let's all work together!

We appreciate your cooperation and the efforts made to improve the overall appearance of the neighborhood and it definitely shows!

GENERAL ELECTION

The General Election is on Tuesday, November 8, 2022, we encourage everyone to vote as there are two City Council Members seats open for the City of East Palo Alto and there are also a number of propositions that will have an effect on everyone.

Board of Directors

Jack Biederman
President

Stan Jones
Vice President

Debra Layman
Secretary

Borys Senyk
Director

University Square Owners' Association

c/o Extreme Association Management, LLC.

Db a Extreme Properties

19500 Monterey Rd, Suite B

Morgan Hill, CA 95037

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24 Hour Emergency: 1-800-358-9974

tessy@extreme.properties

Website: www.extreme.properties **Login:** usa17

June 27, 2022

UNIVERSITY SQUARE OWNERS' ASSOCIATION

The Quarterly meeting will be on
July 27, 2022 at 6:00 p.m.
Location is Bayland's Café
1875 Embarcadero Rd, Palo Alto, CA 94303

Conference Call option
Call your dial-in number: (716)-427-1557
Enter the access code: 102689#

LANDSCAPING

Summer Cleaning!

Must keep landscaping neat, even with drought restrictions. No weeds and trimmed!!!

Thanks to everyone helping to preserve and continually improve the appearance of the neighborhood.

Owners are responsible for the maintenance of the house even if it is rented.

REMINDER NOTICE:

The Annual Meeting and election of Directors to the board will be held on October 19, 2022.

- (A) There will be three (3) board positions to be filled at the election
- (B) The deadline for submitting nominations is July 27, 2022
- (C) The nominations can be submitted electronically by email or hard copy via USPS mail. (Included please find the University Square Board of Directors Candidate Nomination Form)
- (D) As of the close of nominations for directors on the board, the number of director nominees is not more than the number of vacancies to be elected, the director nominees shall be considered elected by acclamation without balloting. (Civ. Code § 5103(b)(1).)
- (E) Candidates must be members in good standing.
 1. Deeded homeowner
 2. No delinquent dues or special assessment
 3. Refer to website for Notice of Nomination Procedure and questions and election rules

As of the date of this notice, the candidates are:

Jack Biederman
Stanley Jones
Borys Senyk

Board of Directors

Jack Biederman
President

Stan Jones
Vice President

Debra Layman
Secretary

Borys Senyk
Director

University Square Owners' Association

c/o Extreme Association Management, LLC.

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24 Hour Emergency: 1-800-358-9974

tessy@extreme.properties

Website: www.extreme.properties **Login:** usa17

June 2022

UNIVERSITY SQUARE OWNERS' ASSOCIATION

The Quarterly meeting will be on
July 27, 2022 at 6:00 p.m.
Location is Bayland's Café
1875 Embarcadero Rd, Palo Alto, CA 94303

Conference Call option
Call your dial-in number: (716)-427-1557
Enter the access code: 102689#

LANDSCAPING

Spring Cleaning!

Must keep landscaping neat, even with drought restrictions. No weeds!!!
Good to do tree trimming and clearing leaves in your landscaping.

Thanks to everyone helping to preserve and continually improve the appearance of the neighborhood.

Please remember that the drought is not over. Follow the recommended reduction in water use, water only at night.

COMMUNICATIONS AND SAFETY

It is very important to be able to contact all our neighbors in case of emergencies.
Please provide your email address to Tessy@Extreme.Properties so you can be added to the list.

PROPERTY MAINTENANCE & RULE VIOLATIONS

Owners are responsible for the maintenance of the house even if it is rented.
We are living in a desirable neighborhood with great accessibility. Let's all work together!

Get ready for Spring and submit your Architectural requests for home improvements.

We appreciate your cooperation and the efforts made to improve the overall appearance of the neighborhood and it definitely shows!

Board of Directors

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President

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Vice President

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tessy@extreme.properties

Website: www.extreme.properties **Login:** usa17

February 2022

UNIVERSITY SQUARE OWNERS' ASSOCIATION

The Quarterly meeting will be on
March 16, 2022 at 6:00 p.m.
Location is Bayland's Café
1875 Embarcadero Rd, Palo Alto, CA 94303

Conference Call option
Call your dial-in number: (716)-427-1557
Enter the access code: 102689#

LANDSCAPING

Winter Cleaning!

Now is a good time to take care of trimming trees and clearing leaves in your landscaping. Thanks to everyone helping to preserve and continually improve the appearance of the neighborhood.

Please remember that the drought is not over. Follow the recommended reduction in water use, water only at night.

COMMUNICATIONS AND SAFETY

It is very important to be able to contact all our neighbors in case of emergencies. Please provide your email address to Tessy@Extreme.Properties so you can be added to the list.

PROPERTY MAINTENANCE & RULE VIOLATIONS

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Get ready for Spring and submit your Architectural requests for home improvements.

We appreciate your cooperation and the efforts made to improve the overall appearance of the neighborhood and it definitely shows!

Board of Directors

Jack Biederman

President

Stan Jones

Vice President

Debra Layman

Secretary

Anatoly

Varfolomeer

Treasurer

Borys Senyk

Director

University Square Owners' Association

c/o Extreme Association Management, LLC.

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Website: www.extreme.properties **Login:** usa17

September 2021

UNIVERSITY SQUARE OWNERS' ASSOCIATION

The Annual meeting will be on
December 15, 2021 at 6:00 p.m.
Location is Bayland's Cafe
Conference Call option
Call your dial-in number: (515) 603-3191
Enter the access code: 102689#

ELECTION RESULTS

A VERY SPECIAL THANKS to all of you who participated in the Bylaws election by sending in your ballots, we were able to meet our Quorum and avoid the extra cost and time of having a second meeting. THANKS A BUNCH!!!!

A big thank you to the Inspector of Elections, Angela Jackson and to her assistant and brother Edward Jackson for doing an excellent job. We all appreciate the hard work and dedication, we could not have had a successful election without you.

RESULTS OF BYLAWS VOTES

Quorum was met with 80 ballots received. Includes 1 ballot not counted due to lack of return address and signatures.

Election Results

YES = 78

NO = 1

Not counted = 1

The updated and certified Bylaws are posted on the website.

CALL FOR CANDIDATES AND ELECTIONS

By now you should have received a mailing with Call for Candidates forms.

If you are interested in participating please submit your candidate forms no later than October 11, 2021.

PROPERTY MAINTENANCE & RULE VIOLATIONS

Owners are responsible for the maintenance of the house even if it is rented.

We are living in a desirable neighborhood with great accessibility. Let's all work together!

We appreciate your cooperation and the efforts made to improve the overall appearance of the neighborhood and it definitely shows!

Board of Directors

Jack Biederman
President

Debra Layman
Secretary

**Anatoly
Varfolomeer**
Treasurer

Stan Jones
Director

Borys Senyk
Director

University Square Owners' Association

c/o Extreme Association Management, LLC.

Dbas Extreme Properties

19500 Monterey Rd, Suite B

Morgan Hill, CA 95037

Phone: 1-669-888-3233 Fax: 1-669-888-3234

24 Hour Emergency: 1-800-358-9974

tessy@extreme.properties

Website: www.extreme.properties **Login:** usa17

UNIVERSITY SQUARE OWNERS' ASSOCIATION

The next Board of Directors meeting will be
July 21, 2021 at 6:00 p.m.

Join Zoom Meeting

Join Zoom Meeting

<https://us02web.zoom.us/j/88466276044>

Meeting ID: 884 6627 6044

One tap mobile

+16699006833,,88466276044# US (San Jose)

+12532158782,,88466276044# US (Tacoma)

Join University Square Owners in Groups.IO. Instructions attached.

LANDSCAPING

Summer Cleaning! Now is a good time to take care of and refresh your landscaping. Thanks to everyone helping to preserve and continually improve the appearance of the neighborhood.

Please remember to turn on your lawn sprinklers for the Summer schedule and follow the recommended reduction in water use, water only at night.

COMMUNICATIONS AND SAFETY

It is very important to be able to contact all our neighbors in case of emergencies.

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April 2021

UNIVERSITY SQUARE OWNERS' ASSOCIATION

The next Board of Directors meeting will be
April 21, 2021 at 6:00 p.m.

Join Zoom Meeting

<https://us02web.zoom.us/j/84890893431?pwd=cFRPekFla1lBV2trcUJMaFIvRFV4QT09>

Meeting ID: 848 9089 3431

Passcode: 449750

The Summer Board of Directors meeting will be
July 21, 2021 at 6:00 p.m.

San Mateo County is currently in the Orange tier with California scheduled to open
June 15th, 2021

<https://www.smchealth.org/post/covid-19-requirements-resources>

Opening of outdoor recreation facilities is allowed.

Join University Square Owners in Groups.IO. Instructions attached.

LANDSCAPING

Spring Cleaning! Now is a good time to take care of and refresh your landscaping. Thanks to everyone helping to preserve and continually improve the appearance of the neighborhood.

Please remember to turn on your lawn sprinklers for Summer.

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UNIVERSITY SQUARE OWNERS' ASSOCIATION

The next Board of Directors meeting
Will be rescheduled

As a result of the emergency situation, the April 22nd board meeting has been postponed.

We will revisit the schedule in May. At such time we hope to have guidance if it is possible to hold meetings in person or if we have to schedule the regular board meeting via conference call.



CALIFORNIA IN LOCKDOWN

California went into lockdown. The Governor ordered 40 million Californians to stay home. (See [Executive Order](#).) To get the pandemic under control, only those in essential services are allowed to work.

No Timeline. The dramatic move does not have a timeline. The order is in place until further notice. If everyone complies, the immediate cessation of human contact should stop any new cases of the coronavirus.

Social Distancing. Governmental authorities have imposed strict measures on public gatherings in an effort to control the spread of the coronavirus. Once this is over, things can return to normal. Or, somewhat normal. It is required to stop all meetings, except those conducted electronically.

Even with a complete lockdown, the number of reported cases continued to rise as testing identifies people who already have the virus but don't know it.

COMMUNICATIONS AND SAFETY

It is very important to be able to contact all our neighbors in case of emergencies. Please provide your email address to Tessy@Extreme.Properties so everyone in the neighborhood can be reached if needed.

We need every resident to participate and cooperate to maintain property values in the community.

Do you have a neighbor that needs help? Maybe you can pick up their prescriptions or food.

PROPERTY MAINTENANCE

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UNIVERSITY SQUARE OWNERS' ASSOCIATION

The Next Board of Directors Meeting

Board meeting will be held via conference call. All residents are invited to attend.

The next meeting is scheduled for July 15th, 2020. Time is 6:00pm.

Enjoy a safe and happy 4th of July.



To join meeting call your dial-in number: (515) 603-3191

Enter the access code: 102689#

CALIFORNIA IN LOCKDOWN

July 1, 2020 Update

California State Parks is implementing safety measures to reduce the density of visitors over the Fourth of July weekend (July 3-5) in the State Park System. All state beaches in Los Angeles and Ventura counties will be temporarily fully closed to the public in alignment with county public health orders. State Parks will also be temporarily closing vehicular access at all beaches in Marin, Monterey, Orange, San Diego, San Francisco, San Mateo, Santa Barbara, Santa Cruz and Sonoma counties.

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September 2020

UNIVERSITY SQUARE OWNERS' ASSOCIATION

The Next Board of Directors Meeting

Board meeting will be held via conference call. All residents are invited to attend.
The next meeting is scheduled for September 23rd, 2020. Time is 6:00pm.

To join meeting call your dial-in number: (515) 603-3191
Enter the access code: 102689#

The Annual Meeting will be held on November 18, 2020. Time is 6:00pm.

Baylands Cafe
1875 Embarcadero Road
Palo Alto, CA 94303
650.223.8888

ANNUAL MEETING

You have received the Notice of Election and Candidate Statements in a recent mailing. There are 4 candidates to fill 3 available board positions.

University Square HOA ballots will be mailed to every homeowner. It is very important that you return your ballot to be able to reach a quorum for the Annual Meeting.

COMMUNICATIONS AND SAFETY

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