

### **CRIME POLICY DECLARATIONS**



FORM-A AMENDED 08/17/2021 STATE FARM FIRE AND CASUALTY COMPANY 3 STATE FARM PLAZA, BLOOMINGTON IL 61791-0001

1.-2. Named Insured and Mailing Address

VILLAS OF TUSCANY CLUSTER

a Stock Company with Home Offices in Bloomington, Illinois.

YOUR POLICY IS AMENDED 08/17/2021:

|    | HOMEOWNERS ASSOCIATION INC<br>ATTN IRIS MGMT GROUP LLC<br>7449 CYPRESS CT<br>MACEDONIA OH 44056-2283  | INSURED NAME AND/OR A   | DDRESS CHANGE                |  |
|----|---|---|------------------------------|--|
| 3. | Policy Period From: June 12, 2014  until cancelled, as provided in the policy at 12:01A.M. Standard Time at your mailing address shown above.  IN RETURN FOR THE PAYMENT OF THE PREMIUM POLICY, WE AGREE WITH YOU TO PROVIDE TO | This Policy consists of this Declarations F the Common Policy Conditions, the Crime General Provisions Form and the Coverage Forms indicated as applicable.  AND SUBJECT TO ALL THE TERMS OF THIS INSURANCE AS STATED IN THIS POLICY. |                              |  |
| 4. | Coverage, Limits of Insurance and Deductible  Coverage Forms Forming Part of This Policy FB-9148.3 CRIME GENERAL PROVISIONS IL-0017 11 85 COMMON POLICY CONDITIONS FB-9159.1 COVERAGE FORM A-BLANKET                            | Limit of<br>Insurance   | Deductible<br>Amount<br>250  |  |
| 5. | Endorsements Forming Part of This Policy Who SE-9023 02 06 LIMIT OF LIABILITY OCCURRED CR-1026 10 90 NON-COMP OFFICERS AS EMPLOY CR-1002 01 89 EXCLUDE DESIGNATED PERSONS FE-9162.1 INCL MANAGING AGT AS EMPLOY                 | NCE<br>YEES   | ENDORSEMENT PREMIUM  \$ NONE |  |
| 6. | Cancellation of Prior Insurance: By acceptance policy or bond Nos.  the cancellation to be effective at the time the  |   |                              |  |

PREPARED 08/17/2021

AUG 18 2021

Checked by Kathy

(Authorized Representative)

Countersigned

#### COMMON POLICY CONDITIONS

This policy is subject to the following conditions

#### A. CANCELLATION

- 1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - 30 days before the effective date of cancellation if we cancel for any other reason.
- We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be prorata. 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.
- If notice is mailed, proof of mailing will be sufficient proof of notice.

#### **B. CHANGES**

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made apart of this policy.

## C. EXAMINATION OF YOUR BOOKS AND RECORDS

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

#### D. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

- 1. Make inspections and surveys at anytime;
- Give you reports on the conditions we find; and
- 3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- 1. Are safe or healthful; or
- Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

#### E. PREMIUMS

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.

# F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

In witness whereof, the Company has caused this Policy to be executed on the Declarations page.

Lynne M. Yourle Secretary

Michael Thyron

President



| NAMED INSURED: | VILLAS OF TUSCANY CLUSTER HOMEOWNERS ASSOCIATION INC |   |
|----------------|--|---|
|                |  |   |
|                |  | _ |

POLICY NUMBER: 95-CD-D116-1

THIS ENDORSEMENT CHANGES THE POLICY - PLEASE READ IT CAREFULLY

### INCLUDE DESIGNATED AGENTS AS EMPLOYEE

This endorsement applies to the CRIME GENERAL PROVISIONS FORM and all Crime Coverage Forms forming part of the Policy.

A. SCHEDULE

Name and complete address

Limit of Insurance

IRIS MANAGEMENT GROUP LLC 7449 CYPRESS CT MACEDONIA OH 44056-2283

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#### **B. PROVISIONS**

- 1. "Employee" also includes each natural person, partnership or corporation you appoint in writing to act as your agent and that agent is identified by name and address in the SCHEDULE, while acting on your behalf or while in possession of Covered Property. 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, the Cancellation As To Any Employee Additional Condition in the EMPLOYEE DISHONESTY COVERAGE FORM applies individually to each of them.
- 2. The most we will pay for loss caused by an agent included as an "employee" by this endorsement and covered under the EMPLOYEE DISHONESTY COVERAGE FORM is the Limit of Insurance shown in the SCHEDULE. That Limit of Insurance is part of, not in addition to, the Limit of Insurance shown in the Declarations as applicable to the EMPLOYEE DISHONESTY COVERAGE FORM.
- 3. If any natural person, partnership or corporation, deemed to be an Employee in accordance with Provisions of this endorsement, is concerned or implicated in any loss with any employee of the Insured who would be covered under the policy without the benefit of this endorsement, the most we will pay is the larger of: the Limit of Insurance shown in the SCHEDULE or the Limit of Insurance shown in the Declarations as applicable to the EMPLOYEE DISHONESTY COVERAGE FORM.
- This endorsement does not afford coverage in favor of any agent, as aforesaid, and upon payment to the Insured by the Company on account of any loss through fraudulent or dishonest acts committed by any of the partners, officers or employees of such agent whether acting alone or in collusion with others, an assignment of such of the Insured's rights and causes of action as it may have against such agent by reason of such acts so committed shall, to the extent of such payment, be given by the Insured to the Company, and the Insured shall execute all papers necessary to secure to the Company the rights here in provided for.

| 5. | This endorsement is effective as o specified in the Policy. |                   | 17, 2021 standard time as |
|----|---|-------------------|---------------------------|
| Ac | cepted:   |                   | •                         |
|    |   | (Name of Insured) |                           |
| Ву | <b>:</b>  |                   |                           |
|    | (Name)  |                   | (Title)                   |

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