



# POLICY DECLARATIONS - CONDO/TOWNHOME PREMIER POLICY

**Named Insured** THE OAKS OF VILLA MARIA  
\*SEE J7104 AMEND TO NAMED INS

**Mailing Address** 110 NAVARRO DR  
STE 200  
COLLEGE STA, TX 77845-8103

**Policy Number** 60545-63-73

**Auditable**

**Policy Period** From 05-01-2024  
To 05-01-2025 12:01 A.M. Standard time at your mailing address shown above.

In return for the payment of premium and subject to all the terms of this policy, we agree with you to provide insurance as stated in this policy. We provide insurance only for those Coverages described and for which a specific limit of insurance is shown.

**Your Agent** Matthew Patterson  
Matt Patterson Ins Agcy Inc  
222 E Hutchison St101  
San Marcos, TX 78666  
(512) 396-1234

**PROPERTY, INLAND MARINE AND CRIME COVERAGES AND LIMITS**

**The following coverages apply to the described locations and/or building. Please refer to the Base Coverages And Extensions section for other coverages and extensions applying at the policy level.**

**Option:** BV - Blanket Value (see Base Coverage & Extensions for the total limit)  
**Valuation:** ACV - Actual Cash Value; AV - Agreed Value; RC - Replacement Cost;  
 ERC - Extended RC; FRC- Functional RC; GRC - Guaranteed RC  
**Abbreviation:** ALS = Actual Loss Sustained; BI = Business Income; EE = Extra Expense

Premises Number	Bldg. No.	Covered Premises Address	Mortgagee Name And Address
001	All	1305 W Villa Maria Rd Bryan, TX 77801-4200	

Coverage	Option	Valuation	Limit Of Insurance	Deductible/ Waiting Period
Building	BV	ERC	\$13,248,700	\$50,000
Business Personal Property (BPP)	BV	RC	\$178,900	\$50,000
Accounts Receivables - On-Premises			\$5,000	\$50,000
Building - Automatic Increase Amount			8%	
Building Ordinance Or Law - 1 (Undamaged Part)			Included	None
Building Ordinance Or Law - 2 (Demolition Cost)			\$361,100	None
Building Ordinance Or Law - 3 (Increased Cost)			\$360,800	None
Building Ordinance Or Law - Increased Period of Restoration			Included	None
Cosmetic Damage Exclusion				
Debris Removal			25% Of Loss + 10,000	
Electronic Data Processing Equipment			\$10,000	\$50,000
Equipment Breakdown			Included	\$50,000
Equipment Breakdown - Ammonia Contamination			\$25,000	
Equipment Breakdown - Drying Out Coverage			Included	
Equipment Breakdown - Expediting Expenses			Included	
Equipment Breakdown - Hazardous Substances			\$25,000	
Equipment Breakdown - Water Damage			\$25,000	
Exterior Building Glass			Included	\$50,000
Outdoor Property			\$50,000	\$50,000
Outdoor Property - Trees, Shrubs & Plants (Per Item)			\$25,000	\$50,000
Personal Effects			\$2,500	\$50,000
Specified Property			\$10,000	\$50,000
Valuable Paper And Records - On-Premises			\$5,000	\$50,000
Windstorm Or Hail Percentage/Fixed Dollar Deductible				2% Of Limit
Applies separately to:				
a. Each building that sustains loss or damage;				
b. Business Personal Property at each building that				

**PROPERTY, INLAND MARINE AND CRIME COVERAGES AND LIMITS**

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**Option:** BV - Blanket Value (see Base Coverage & Extensions for the total limit)  
**Valuation:** ACV - Actual Cash Value; AV - Agreed Value; RC - Replacement Cost;  
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Premises Number	Bldg. No.	Covered Premises Address	Mortgagee Name And Address
001	All	1305 W Villa Maria Rd Bryan, TX 77801-4200	

Coverage	Option	Valuation	Limit Of Insurance	Deductible/ Waiting Period
sustains loss or damage; and c. Business Personal Property in the open.				

**PROPERTY, INLAND MARINE AND CRIME COVERAGE AND LIMITS OF INSURANCE**

The following Coverages and Extensions apply to all covered locations (premises) and/or buildings. Please refer to the individual location (premises) section for coverages and limits specific to such location (premises).

Base Coverage And Extensions	Limit of Insurance	Deductible/ Waiting Period
Blanket Building Coverage Limit	\$13,248,700	See Bldg Section
Blanket Business Personal Property Coverage Limit	\$178,900	See Bldg Section
Accounts Receivables - Off-Premises	\$2,500	\$50,000
Association Fees And Extra Expense	\$100,000	
Back Up Of Sewers Or Drains	\$100,000	\$50,000
Crime Conviction Reward	\$5,000	None
Drone Aircraft - Direct Damage (per occurrence)	\$10,000	\$50,000
Drone Aircraft - Direct Damage (per item)	\$2,500	\$50,000
Employee Dishonesty	\$10,000	\$500
Fire Department Service Charge	\$25,000	None
Fire Extinguisher Systems Recharge Expense	\$5,000	None
Forgery And Alteration	\$2,500	\$50,000
Limited Biohazardous Substance Coverage - Per Occurrence	\$10,000	\$50,000
Limited Biohazardous Substance Coverage - Aggregate	\$20,000	\$50,000
Limited Cov. - Fungi Wet Rot Dry Rot & Bacteria - Aggregate	\$15,000	\$50,000
Master Key	\$10,000	None
Master Key - Per Lock	\$100	None
Money And Securities - Inside Premises	\$10,000	\$500
Money And Securities - Outside Premises	\$10,000	\$500
Money Orders And Counterfeit Paper Currency	\$1,000	\$50,000
Newly Acquired Or Constructed Property	\$250,000	\$50,000
Outdoor Signs	\$50,000	\$500
Outdoor Signs - Per Sign	\$25,000	\$500
Personal Property At Newly Acquired Premises	\$100,000	\$50,000
Personal Property Off Premises	\$5,000	\$50,000
Premises Boundary	100 Feet	
Preservation Of Property	30 Days	
Valuable Paper And Records - Off-Premises	\$2,500	\$50,000

**LIABILITY AND MEDICAL EXPENSES  
COVERAGE AND LIMITS OF INSURANCE**

**Each paid claim for the following coverage reduces the amount of insurance we provide during the applicable policy period. Please refer to the policy.**

**Premium Basis:** (A) Area; (C) Total Cost; (P) Payroll; (S) Sales/Receipts; (U) Each Unit  
 (M) Public Area Square Feet  
 (O) Other:

**Covered Premises And Operations**

Address	Classification /Exposure	Class Code	Prem. Basis	Annual Exposure	Rate	Advance Premium
1305 W Villa Maria Rd Bryan, TX 77801-4200	Condominiums / Townhomes Swimming Pool	8641 00097	Incl U	Included 1	Included Included	Included Included

<b>LIABILITY AND MEDICAL EXPENSES COVERAGE AND LIMITS OF INSURANCE CONTINUED</b>	
<b>Coverage</b>	<b>Amount / Date</b>
General Aggregate (Other Than Products & Completed Operations)	\$2,000,000
Products And Completed Operations Aggregate	\$1,000,000
Personal And Advertising Injury	Included
Each Occurrence	\$1,000,000
Tenants Liability (Each Occurrence)	\$75,000
Medical Expense (Each Person)	\$5,000
Pollution Exclusion - Hostile Fire Exception	Included
Directors & Officers Liability - Per Claim	\$1,000,000
Directors & Officers Liability - Aggregate	\$1,000,000
Directors & Officers Liability - Self Insured Retention	\$1,000
Directors & Officers Liability - Discrimination	Included
Directors & Officers Liability Retroactive Date	05/01/2018
Hired Auto Liability	\$1,000,000
Non-Owned Auto Liability	\$1,000,000

**Policy Forms And Endorsements Attached At Inception**

Number	Title
25-2110	Notice - No Workers' Compensation Covg
25-6359	Notice Re Limited Excl Of Acts Of Terror
25-6552ED1	Texas Notice Regarding Flood Insurance
25-6614ED1	TX Notice Re Abuse Or Molestation Excl
25-9200ED3	Farmers Privacy Notice
25-9344ED2	TX Loss Control Notice
56-5223ED5	Addl Conditions - Reciprocal Provisions
E0104-ED1	Business Liab Covg - Tenants Liability
E0119-ED5	Back Up Of Sewers And Overflow Of Drains
E0147-ED1	War Liability Exclusion
E0224-ED3	Wind/Hail Percent Ded
E2038-ED3	Conditional Exclusion Of Terrorism
E3015-ED2	Calculation Of Premium
E3024-ED3	Condominium Common Policy Conditions
E3314-ED3	Condominium Liability Coverage Form
E3336-ED2	Hired Auto And Non-Owned Auto Liability
E3422-ED3	Condominium Property Coverage Form
E4009-ED4	Mold And Microorganism Exclusion
E6278-ED2	Blanket Limits - Building & Bus Property
E6288-ED3	Exclusion - Conversion Projects
E9122-ED6	D & O Liability Covg - Condos & Co-Ops
E9126-ED5	D & O Liab - Amendment Of Exclusions
J6300-ED3	Disclosure - Terrorism Risk Ins Act
J6316-ED2	Excl Of Loss Due To Virus Or Bacteria
J6347-ED1	Excl-Violation Of Statutes
J6350-ED1	Employee Dishonesty - Property Manager
J6351-ED2	Limited Terrorism Exclusion
J6353-ED2	Change To Limits Of Insurance
J6612-ED2	Equipment Breakdown Coverage Endorsement
J6829-ED1	Limited Coverage For Fungi And Bacteria
J6833-ED2	Condominium Premier Package End
J6849-ED2	Deductible Provisions
J7110-ED1	Exclusion Confidential Info
J7131-ED1	Dishonesty Excl-Tenant Vandal Excp
J7133-ED1	Limited Biohazardous Substance Cov
J7136-ED1	Pollution Exclusion - Expanded Exception
J7139-ED1	Bus Inc & Extra Exp - Partial Slowdown
J7144-ED1	Amendment Of Pers & Advertising Inj Covg
J7158-ED1	Damage To Property Exclusion Revised
J7183-ED1	Limitation - Designated Premises/Project
J7222-ED1	Marijuana Exclusion

**Policy Number:** 60545-63-73

**Effective Date:** 05-01-2024

**Policy Forms And Endorsements Attached At Inception**

<b>Number</b>	<b>Title</b>
J7228-ED1	Drone Aircraft Coverage
J7230-ED1	Supplementary Payments
J7504-ED1	Cosmetic Damage Exclusion
J7507-ED1	Cyber Incident Exclusion
S7663-ED1	TX Changes - Conditions Requiring Notice
S7665-ED3	Texas Changes
S7666-ED2	TX Chgs-Condominium Law Provisions
W2172-ED1	Texas Loss Pay Cond-Proft Ovrhd
W2182-ED1	TX Changes - Windstorm Or Hail Loss Cond
W2193-ED1	TX Broad Abuse Or Molestation Exclusion



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLES**

This endorsement modifies insurance provided under the following:

APARTMENT OWNERS COVERAGE FORM  
CONDOMINIUM COVERAGE FORM

### **SCHEDULE\***

<b>Location No.</b>	<b>Windstorm or Hail Deductible Percentage (enter 1%, 2% or 5%)</b>
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\*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The Windstorm or Hail Deductible, as shown in the Schedule, applies to loss or damage to Covered Property caused directly or indirectly by Windstorm or Hail, regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage. If loss or damage from a covered weather condition other than Windstorm or Hail occurs, and that loss or damage would not have occurred but for Windstorm or Hail, such loss or damage shall be considered to be caused by Windstorm or Hail and therefore part of a Windstorm or Hail occurrence.

With respect to Covered Property at a location identified in the Schedule, no other deductible applies to Windstorm or Hail.

The Windstorm or Hail Deductible applies whenever there is an occurrence of Windstorm or Hail.

### **WINDSTORM OR HAIL DEDUCTIBLE CLAUSE**

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to 1%, 2% or 5% (as shown in the Schedule) of the Limit(s) of Insurance applicable to the property that has sustained loss or damage. This Deductible is calculated separately for, and applies separately to:

1. Each building or structure that sustains loss or damage;
2. The building or structure and to personal property in that building or structure, if both sustain loss or damage;
3. Personal property at each building or structure that sustains loss or damage.

We will not pay for loss or damage until the amount of loss or damage exceeds the Deductible. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limit(s) of Insurance.

When property is covered under the Coverage Extension for Newly Acquired Property: In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to a percentage of the value(s) of the property at the time of loss. The applicable percentage for Newly Acquired Property is the highest percentage shown in the Schedule for any described premises.

### **EXAMPLE APPLICATION OF DEDUCTIBLE:**

The amounts of loss to the damaged property are \$60,000 (building) and \$40,000 (business personal property in building).

The actual Limits of Insurance on the damaged property are \$80,000 on the building and \$64,000 on the business personal property.

The Deductible is 2%.

#### **Building**

Step (1) :  $\$80,000 \times 2\% = \$1,600$

Step (2) :  $\$60,000 - \$1,600 = \$58,400$

**Business Personal Property**

Step (1) :  $\$64,000 \times 2\% = \$1,280$

Step (2) :  $\$40,000 - \$1,280 = \$38,720$

The most we will pay is  $\$97,120$  ( $\$58,400 + \$38,720$ ). The portion of the total loss that is not covered due to the application of the Deductible is  $\$2,880$  ( $\$1,600 + \$1,280$ ).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



W2193  
1st Edition

## TEXAS BROAD ABUSE OR MOLESTATION EXCLUSION

This endorsement modifies insurance provided under the following:

APARTMENT OWNERS LIABILITY COVERAGE FORM  
BUSINESSOWNERS COVERAGE FORM  
BUSINESSOWNERS LIABILITY COVERAGE FORM  
CONDOMINIUM LIABILITY COVERAGE FORM

- A.** The following exclusion is added to Paragraph **1. Applicable To Business Liability Coverage** in Section **B. Exclusions** of the Apartment Owners Liability Coverage Form, the Businessowners Liability Coverage Form and the Condominium Liability Coverage Form:

**Abuse or Molestation**

This insurance does not apply to damages arising out of the actual, alleged or threatened abuse or molestation, including, but not limited to, mental abuse, corporal punishment, sexual abuse or sexual molestation, of any person committed by anyone.

This includes, but is not limited to, the actual or alleged negligent hiring, employment, investigation, reporting to the proper authorities, or failure to so report, supervision, training, or retention of any person or organization.

- B.** The following exclusion is added to Paragraph **1. Applicable To Business Liability Coverage** in Sub-section **B. Exclusions of Section II - Liability** of the Businessowners Coverage Form:

**Abuse or Molestation**

This insurance does not apply to damages arising out of the actual, alleged or threatened abuse or molestation, including, but not limited to, mental abuse, corporal punishment, sexual abuse or sexual molestation, of any person committed by anyone.

This includes, but is not limited to, the actual or alleged negligent hiring, employment, investigation, reporting to the proper authorities, or failure to so report, supervision, training, or retention of any person or organization.

- C.** For the purposes of this endorsement, abuse means an act which is committed with the intent to cause harm.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.



Dear Valued Customer,

Have the growth of your business and rising labor costs reduced the accuracy of the payroll or revenue shown on your policy? Have increased costs and inflationary trends reduced the protection provided by your policy? Building and Business Personal Property insurance limits, once adequate, may no longer meet today's repair or replacement costs.

To help compensate for these inflationary trends, the limits of insurance for Building and/or Business Personal Property coverages have been increased by a modest percentage. To keep your policy current with rising labor costs and normal business growth, the payroll and/or revenue have also been increased by a modest percentage.

This renewal offer includes the adjusted limits of insurance, payroll, revenue, and premium for your policy. The adjustments are relatively small, and they're based on estimated increases in the past year's construction and repair costs, as well as other inflationary factors, such as rising labor costs and normal business growth.

These increases do not guarantee adequate coverage for any loss; they are based on estimates. It is possible, for example, that updates or improvements to your property or increased sales might cause your individual needs for coverage to be greater than the amount provided by these adjustments. If you have not reviewed your policy recently, the effects of inflationary changes over time create the likelihood that the increases we made are less than the increases you need for optimal coverage.

These changes are made to better serve your insurance needs, and we encourage you to contact your Farmers<sup>®</sup> agent, who will be pleased to help you with a comprehensive review of your policy.

Acceptance of these changes does not waive the provisions of the coinsurance clause or any other policy clause.

Thank you for choosing Farmers. We appreciate your business.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



J7504  
1<sup>st</sup> Edition

# COSMETIC DAMAGE EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the:

- APARTMENT OWNERS PROPERTY COVERAGE FORM
- CONDOMINIUM PROPERTY COVERAGE FORM
- BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM

## SCHEDULE

Premises Number	Building Number

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. The following provision applies with respect to the building(s) identified in the Schedule above:  
We will not pay for "cosmetic damage" caused by windstorm or hail to metal roof surfaces, "metal roof materials", or "metal exterior building surfaces" that are part of the buildings and structures.
- B. For purposes of this endorsement, the following definitions apply:
  - 1. "Cosmetic damage" means:  
Marring, pitting or other superficial damage that has altered the exterior appearance of the metal roof surfaces, "metal roof materials", "metal exterior building surfaces", and/or their finishes, caused by windstorm or hail. This includes, but is not limited to, any disfigurement, blemish, discoloration, weathering, stretching, scratching, chipping, cracking, scorching, denting, creasing, gouging, fading, staining, tearing, oxidizing, blistering, or thinning.
  - 2. "Metal roof materials" include:
    - a. All metal component parts of the roof which are exposed to the weather, including those which extend above the surface of the roof, including, but not limited to all vents, vent caps, turbines and piping;
    - b. Any materials that are installed when repairing or replacing "metal roof materials", including, but not limited to, sheathing, decking, and flashing.
  - 3. "Metal exterior building surfaces" include:
    - a. HVAC unit enclosures, covered parking structures, skylights, flashings, chimney caps, siding, doors, roofs, walls, window frames and gutters.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.