

mortgagees; (ii) by the terms of the carrier's charter, bylaws or policy, loss payments are contingent upon action by the carrier's Board of Directors, policyholders or members; or (iii) the policy includes any limiting clause (other than insurance provisions) which could prevent mortgagees or Owners from collecting insurance proceeds. Policies may not be cancellable or substantially modified without at least ten (10) days prior written notice to the Association and each mortgagee which is listed as a scheduled holder of a first mortgage in the insurance policy. Policies also should contain a "special condominium endorsement" or its equivalent which provides for the following: recognition of any insurance trust agreement; a waiver of the rights of subrogation against Owners individually; the insurance is not prejudiced by any act or negligence of individual Owners which is not in the control of such Owners collectively; and the policy is primary in the event the Owner has other insurance covering the same loss.

(e) The Association shall provide copies of all policies to Owners and/or mortgagees requesting the same for a charge not to exceed reasonable copying costs. In addition, the Association shall cause to be provided evidence of insurance forms which indicate that a minimum of ten (10) days notice of cancellation, renewal, non-renewal or any change adverse to the interests of the mortgagee; include the amount of types of coverage afforded; indicate by descriptive name any special endorsements made a part of the master policy; and be executed by an authorized company representative.

(f) Each Owner may obtain additional insurance at his own expense; provided, however, that no Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Association, on behalf of all of the Owners and their mortgagees, may realize under any insurance policy which the Association may have in force on

