

EXCESS PROPERTY INSURANCE POLICY DECLARATIONS

Policy Number: 0100220680-0
 Producer Number: 10404
 Name and Address: RSG Specialty, LLC - Atlanta, GA
 5605 Glenridge Connector, Suite 400
 Atlanta, GA 30342

NAMED INSURED:	Falls At Vail Townhouse Association
MAILING ADDRESS:	PO Box 1611 Vail, CO 81658
POLICY PERIOD:	FROM 01/01/2023 TO 01/01/2024 at 12:01 AM at the address of the named insured as shown above.

1. LIMITS OF LIABILITY:

At Named/Scheduled Location(s) per Statement of Values on file with this Company, or attached to this Policy:								
Layer	1	\$2,500,000			Excess Of	\$2,500,000	Plus Deductible	Per Occurrence

AGGREGATES

2. COVERED LOCATIONS: As per Statement of Values on file with this Company or attached to this Policy.

3. PREMIUM:	\$40,000
4. MINIMUM EARNED PREMIUM:	Refer to MINIMUM EARNED PREMIUM ENDORSEMENTS.
5. COMPANY FEES:	\$350
6. TOTAL DUE AT INCEPTION:	\$40,350
7. FORMS APPLICABLE:	Refer to ADF4001, SCHEDULE OF FORMS

NOTICE—WHERE TO REPORT A CLAIM

It is important that losses or claims are reported in writing and directly to the Claims Department at Kinsale Insurance Company. Reporting losses or claims to an insurance agent or broker is not notice to the Kinsale Insurance Company Claims Department. Failure to report directly to Kinsale Insurance Company's Claims Department may jeopardize coverage under the Policy. The Claims Department can be contacted easily and quickly by e-mail, fax or U.S. mail.

By E-mail:

Newclaimnotices@kinsaleins.com

By Fax:

1-804-482-2762, Attention Claims Department

or

By Mail:

Claims Department
Kinsale Insurance Company
P.O. Box 17008
Richmond, Virginia 23226

Street Address:

2035 Maywill Street, Suite 100
Richmond, Virginia 23230

SCHEDULE OF FORMS

<i>Attached To and Forming Part of Policy</i> 0100220680-0	<i>Effective Date of Endorsement</i> 01/01/2023 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Falls At Vail Townhouse Association
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

- XPF1000-0820 - Excess Property Insurance Policy Declarations
- PRP9003-0419 - Notice - Where To Report A Claim
- ADF4001-0110 - Schedule of Forms
- XPF1001-0921 - Excess Property Follow Form Policy Schedule of Underlying Insurance
- XPF0001-0922 - Excess Property Policy
- PRP2002-1221 - Minimum Earned Premium Endorsement
- PRP3004-0110 - Boiler and Machinery Exclusion
- XPF3006-0720 - Exclusion - Earth Movement (Defined)
- XPF3008-0720 - Exclusion- Flood (Defined)
- XPF2008-1121 - Occurrence Limit Of Liability Endorsement
- XPF2011-0122 - Total Loss Or Constructive Total Loss Endorsement
- ADF3002-0110 - Exclusion - Terrorism
- IL0953-0115 - Exclusion of Certified Acts of Terrorism
- ADF9004-0110 - Signature Endorsement
- ADF9009-0110 - U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCESS PROPERTY FOLLOW FORM POLICY
SCHEDULE OF UNDERLYING INSURANCE**

<i>Attached To and Forming Part of Policy</i> 0100220680-0	<i>Effective Date of Endorsement</i> 01/01/2023 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Falls At Vail Townhouse Association
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

1. PRIMARY AND UNDERLYING EXCESS INFORMATION:

PRIMARY COMPANY:	POLICY NUMBER	LIMIT	PART OF
Berkshire Hathaway	12PRM106103-01	\$2,500,000	

UNDERLYING EXCESS COMPANY:	LIMIT	PART OF
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ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

EXCESS PROPERTY POLICY

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties, and what is and is not covered.

Throughout this Policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Policy. The words "we", "us", and "our" refer to the Company providing this Policy.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **D. DEFINITIONS**.

A. INSURING AGREEMENT:

1. We will indemnify you for our share, as shown in Item 1. of the Declarations Page, or any endorsement attached to this Policy, of the "ultimate net loss" caused by the direct physical loss or damage commencing during the "policy period" to "covered property" within the "coverage territory", in excess of the "primary insurance" and "underlying excess insurance".

2. **Application Of Underlying Provisions – Follow Form:**

The coverage or perils insured in this Policy are subject to the terms, conditions, definitions, limitations, exclusions and warranties contained in the "primary insurance" and "underlying excess insurance", to the extent there is no conflict with this Policy. In the event the terms, conditions, definitions, limitations, exclusions, warranties or any other provisions contained in the "primary insurance" and "underlying excess insurance" are inconsistent or conflict with the terms of this Policy, the terms of this Policy shall apply.

Any revision or amendment to the "primary insurance" or "underlying excess insurance" after the inception date of this Policy, shall not be enforceable or binding on the Company without our express written consent.

3. **Attachment of Liability:**

It is expressly agreed that our liability under this Policy shall attach only after the "primary insurer(s)" and "underlying excess insurer(s)" have paid or have been held liable to pay the full amount of their respective shares of the "ultimate net loss".

B. LIMIT OF LIABILITY:

The Company shall be liable to pay our share of the "ultimate net loss" up to the full amount of the Limit of Liability as specified in Item 1. of the Declarations Page, or any endorsement attached to this Policy, only after the "primary insurer(s)" and "underlying excess insurer(s)" have paid or have been held liable to pay the full amount of their respective shares of the "ultimate net loss".

The aggregate limit, if any, shown on the Declarations Page, or in any endorsement attached to this Policy, for a designated peril is the most we will pay for the total of all "occurrences" for that peril that commence during the "policy period", regardless of the number of "occurrences" that commence during the "policy period". Thus, if the first "occurrence" does not exhaust the applicable aggregate limit, then the balance of that limit is available for a subsequent "occurrence", provided such "occurrence" also commences during the same "policy period".

This Policy shall not provide coverage and we will not pay for any loss or damage to any "covered property" by any peril which is:

1. Subject to a sublimit of liability provided by the "primary insurance" or "underlying excess insurance", unless a separate endorsement providing such coverage is attached to this Policy; or
2. Excluded from any "primary insurance" or "underlying excess insurance".

The inclusion of more than one Insured shall not operate to increase the Company's Limit of Liability.

C. EXCLUSIONS

All exclusions in the "primary insurance" and "underlying excess insurance", will also apply to the Limit of Liability and coverage available under this Policy. If any of the exclusions in the "primary insurance" or "underlying excess insurance" conflict with any of the exclusions in this Policy, the exclusions in this Policy will apply.

1. Pre-Existing Damage

This Policy does not apply to any loss or damage caused directly or indirectly by any unrepaired damages caused by an "occurrence" which took place prior to the inception date of this Policy.

Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

2. Pathogen and Related Perils

This Policy does not insure any loss, damage, claim, cost, expense, or other sum directly or indirectly caused by, resulting from, or relating to any of the following:

- a. "Pathogen and related perils"; or
- b. The costs associated with the enforcement of any ordinance or law which requires the Insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pathogen and related perils".

This exclusion applies regardless of whether there is any:

- a. Direct physical loss or damage to Covered Property;
- b. Loss of use, occupancy, or functionality; or
- c. Any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, steps taken to address medical or legal concerns, or testing after repair, replacement, removal, cleanup, abatement, or relocation.

This exclusion applies to all coverages, coverage extensions, supplemental coverages, optional coverages, and endorsements that are provided by this Policy, including but not limited to those that provide coverage for property, business income, extra expense, or interruption.

As used in this exclusion "pathogen and related perils" means:

- a. Fungus, including but not limited to any type of mildew or mold;
- b. Any protist, including but not limited to algae and slime mold;
- c. Wet or dry rot;
- d. Any chemical, matter, or compound produced or released by a fungus, a protist, wet rot, or dry rot, including but not limited to any mycotoxin, toxin, spore, scent, fragment, metabolites, or other by-product that is produced or released by a., b., or c. above; or
- e. Any pathogen, including but not limited to, virus, bacterium, prion, or protozoa or other microorganism.

This exclusion applies to any loss, damage, or claim regardless of whether "pathogen and related perils" is the initial precipitating cause or is in any way a cause of loss or damage and regardless of whether any other actual or alleged cause, event, material or product contributed concurrently, proximately, or in any sequence to such loss or damage, including whether any actual or alleged loss or damage arises out of a chain of events that includes any "pathogen and related perils".

3. Authorities

This Policy does not insure against loss, damage, costs, expenses, fines or penalties incurred or sustained by or imposed on the Insured at the order of any governmental agency, court or other authority arising from any

cause whatsoever. This exclusion does not apply to the extent that Ordinance or Law Coverage is provided in the "primary insurance" or "underlying excess insurance" and not otherwise excluded under this Policy.

4. **Electronic Date Recognition**

This Policy does not apply to any loss, damage, cost, claim, or expense, whether preventative, remedial, or otherwise, directly or indirectly arising out of or relating to:

- a. The calculation, comparison, differentiation, sequencing, or processing of data involving the date change to any year, or any other date change, including leap year calculations, by any computer system, hardware, program or software, and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not; or
- b. Any change, alteration, or modification involving the date change to any year, or any other date change, including leap year calculations, to any computer hardware, including microprocessors, computer application software, computer operating systems and related software, computer networks, microprocessors (computerized chips) not part of any computer system, or computerized or electronic equipment or components, whether the property of the Insured or not.

This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the direct physical loss, damage, cost, claim, or expense.

5. **Cyber Risk**

This Policy does not insure any loss or damage caused by or resulting from:

- a. A virus, malicious code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation;
- b. Unauthorized viewing, copying or use of electronic data (or any proprietary or confidential information or intellectual property in any form) by any person, even if such activity is characterized as theft;
- c. Errors or omissions in programming or processing electronic data;
- d. Errors or deficiency in design, installation, maintenance, repair or modification of your computer system or any computer system or network to which your system is connected or on which your system depends (including electronic data);
- e. Manipulation of your computer system, including electronic data, by an employee, volunteer worker or contractor, for the purpose of diverting electronic data or causing fraudulent or illegal transfer of any property;
- f. Interruption in normal computer function or network service or function due to insufficient capacity to process transactions or to an overload of activity on the system or network;
- g. Unexplained or indeterminable failure, malfunction or slowdown of a computer system, including electronic data and the inability to access or properly manipulate the electronic data; or
- h. Complete or substantial failure, disablement or shutdown of the entire Internet, regardless of the cause.

As used in this exclusion:

- a. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, DVDs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
- b. Loss or damage to electronic data means destruction or corruption of electronic data.

6. **Pollution**

This Policy does not insure:

- a. Any loss, damage, cost, or expense;
- b. Any increase in insured loss, damage, cost, or expense; or
- c. Any loss, damage, cost, expense, fine, or penalty, which is incurred, sustained, or imposed by order, direction, instruction, or request of, or by any agreement with any court, government agency, or any public, civil, or military authority, or threat thereof, and whether or not as a result of public or private litigation;

arising directly or indirectly out of, related to, including, or in any way involving the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape of, placement of, or presence of any "pollutant", whether or not caused by or resulting from a peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, cleanup, or removal of any "pollutant" or threat thereof.

D. DEFINITIONS:

1. "Ultimate net loss" means the total actual loss sustained by the Insured as a direct physical result of the peril(s) insured against by the "primary insurance" and "underlying excess insurance" limited by:
 - a. The amount of any sublimit contained within this Policy or the "primary insurance" or "underlying excess insurance";
 - b. The limit of liability for covered causes of loss in the "primary insurance" or "underlying excess insurance", but not covered in this Policy; and
 - c. Making deductions for any salvage and recoveries from any source other than this Policy and the "primary insurance" and "underlying excess insurance".
2. "Occurrence" means any one direct physical loss, disaster or casualty or series of direct physical losses, disasters or casualties arising out of one event which occurs within the "policy period" and "coverage territory". When the term applies to direct physical loss(es) from the perils of flood, earth movement, or earthquake (if such perils are insured under this Policy), one event shall be construed to be all losses arising during a continuous period of 72 hours.
3. "Covered property" means that property that is insured and not excluded in the "primary insurance" and "underlying excess insurance".
4. "Primary insurer(s)" means the insurance carrier(s) that issued the "primary insurance" as shown in the Schedule of Underlying Insurance of this Policy.
5. "Underlying excess insurer(s)" means the insurance carrier(s) that issued the "underlying excess insurance" as shown in Schedule of Underlying Insurance of this Policy.
6. "Policy period" means the period the shown as such in the Declarations, unless the Policy is terminated at an earlier date or amended by endorsement.
7. "Coverage territory" means the 50 states comprising the United States of America, the District of Columbia, and Canada.
8. "Primary insurance" means the policy(ies) listed as Primary in this Policy's Schedule of Underlying Insurance.
9. "Pollutants" means any solid, liquid, gaseous, fuel, lubricant, thermal, acoustic, electrical, or magnetic irritant or contaminant including, but not limited to smoke, vapor, soot, fumes, odors, fibers, radiation, acid, alkalis, petroleums, chemicals, or "waste". "Waste" includes medical waste, biological infectants, and all other materials to be disposed of, recycled, stored, reconditioned, or reclaimed.

For loss or damage that takes place in or originates in the state of Indiana or New Mexico, the specific examples identified as "pollutants" include, but are not limited to the following and their break down components: diesel, kerosene, and other fuel oils; gasoline, butane, propane, natural gas, and other fuels; brake fluid, transmission fluid, and other hydraulic fluids; ethylene glycol, methanol, ethanol, isopropyl alcohol, and propylene glycol, and other antifreeze additives; grease, tar, petroleum distillates, and other petroleum products; carbon monoxide, chlorine and other exhaust gases; stoddard solvent, mineral spirits, and other solvents; chromium compounds; emulsions/emulsifiers; naphtha; tetrachloroethylene, perchloroethylene (PERC), trichloroethylene (TCE), methylene chloroform, and other dry cleaning chemicals; methyl isobutyl ketone; methyl ethal ketone; n-butyl acetate; 2-butoxyethanol; hexylene glycol; peroxides; Freon; polychlorinated biphenyl (PCB); CFC113; chlorofluorocarbons; chlorinated hydrocarbons; adhesives; pesticides; insecticides; fungicides; rodenticides; barium; 1, 2-Dichloroethylene; ethylene dichloride; dichloromethane; methylene chloride; ethylbenzene; lead; mercury; selenium; sulfate; xylene; silica; sewage; industrial waste materials; farm waste materials or odors including, but not limited to manure, urine, slurry, toxic algae, bedding, compost, milk; pharmaceutical products such as steroids, antibiotics, vitamins and supplements; fertilizers and nutrients such as nitrogen, phosphorus potassium and storm water and irrigation runoff containing any such chemicals; disease causing pathogens such as salmonella, E. coli, Cryptosporidium, and fecal coliform; hydrogen sulfide; ammonia; methane gas; heavy metals such as copper, zinc, chromium, arsenic, nickel, and cadmium; salts such as sodium, calcium, magnesium, potassium, chloride, bicarbonate, carbonate and nitrate; and all substances specifically listed, identified, or described by one or more of the following references: **Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Priority List Hazardous Substances** (1997 and all subsequent editions), **Agency for Toxic Substances and Disease Registry ToxFAQs™**, or **U.S. Environmental Protection Agency EMCI Chemical References Complete Index**. Substances identified as examples above or by the referenced lists also include materials or substances to be disposed of, discarded, recycled, stored, reconditioned, or reclaimed.

This definition of "pollutants" as amended for injury or damage that takes place in or originates in the state of Indiana or New Mexico, applies whether or not such solid, liquid, gaseous, bacterial, fungal, electromagnetic, thermal or acoustic irritant or contaminant is your product or products used by or for you, or is an integral part of or incidental to your business or operations, or has any function in your business, operations, premises, site, or location.

10. "Underlying excess insurance" means the policy(ies) listed as Underlying Excess in this Policy's Schedule of Underlying Insurance.

E. CONDITIONS:

1. **Maintenance of Primary and Underlying Insurance:**

The Insured warrants, and it is a condition precedent to recovery under this Policy, that the policy(ies) and limits of the "primary insurance" and "underlying excess insurance" shall be maintained in full force and effect during the "policy period". Failure by the Insured to comply with this condition shall not invalidate this Policy, but, in the event of such failure, it is agreed that this Policy shall apply in the same manner as though such "primary insurance" and "underlying excess insurance" policies had been maintained in full force and effect.

This provision in no way limits our right to cancel or not renew this Policy.

2. **Excess and Uncollectible Insurance:**

The Insurance provided by the Company under this Policy shall always be excess over the maximum per "occurrence" limits of liability provided by the "primary insurer(s)" and "underlying excess insurer(s)", (reduced only by erosion of any aggregate limits of liability contained therein) and never less than the attachment specified in Item 1. of the Declarations Page of this Policy, or any applicable endorsement

attached to this Policy. In consideration of the premium charged, it is understood and agreed that, in the event the underlying limit of liability becomes uncollectible or unpaid, in whole or in part, for any reason, this insurance will not drop down, take the place of, or provide coverage for the underlying limit of liability. The Insured must assume the responsibility for any uncollectible underlying limit of liability.

3. Drop Down Clause:

In the event of reduction or exhaustion of the aggregate limit(s) of the "primary insurance" or "underlying excess insurance", this Policy shall apply in excess of the reduced aggregate limit(s), or if such aggregate limit(s) is exhausted, this Policy shall apply as Primary or Underlying Excess Insurance.

The Company shall not be liable for more than the Limit of Liability as specified in Item 1. of the Declarations Page of this Policy and only then, for loss or damage in excess of the deductible for the "primary insurance" or "underlying excess insurance".

This provision does not apply to any sublimit(s), additional coverages or extensions of coverage within the "primary insurance" or "underlying excess insurance" policies. Nothing in this provision shall further modify Item 1. **Maintenance of Primary and Underlying Insurance.**

4. Priority of Payments:

In the event of a claim which involves loss under more than one coverage or peril, you have the option to apportion recovery under this Policy when submitting final proof of loss. However, the amount recoverable under this insurance shall not exceed the Limit of Liability as specified in Item 1. of the Declarations Page, or the Limit of Liability provided under any endorsement attached to this Policy, for any one "occurrence".

For the purpose of determining the Limit of Liability, loss involving coverage or peril(s) covered in the "primary insurance" and "underlying excess insurance", but not covered in this Policy and higher Excess layers, shall be recognized in determining the "ultimate net loss" and shall erode or exhaust the per occurrence limits of the "primary insurance" and "underlying excess insurance".

Nothing herein shall be deemed to extend the Limits of Liability to any coverage or peril not covered in this Policy.

5. Salvage and Recoveries:

All salvages, recoveries and payments recovered or received subsequent to a loss settlement under this Policy shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto.

6. Electronic Data Processing Media Valuation

a. Loss or damage to electronic data will be valued at the cost of restoration or replacement, including the cost of data entry, reprogramming and computer consultation services; however we will not pay the cost to duplicate research and engineering that led to the development of your electronic data or any proprietary or confidential information or intellectual property in any form.

To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type. However, this Policy does not insure any amount pertaining to the value of such electronic data to the Insured or any other party, even if such electronic data cannot be restored, replaced, reprogrammed, recreated, gathered or assembled.

b. If you recover, from a licensor or lessor, for loss or damage to electronic data, our loss payment to you will be reduced to the extent of such recovery.

As used in this provision, electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, DVDs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

7. Other Insurance

- a. You may have other insurance subject to the same plan, terms, conditions, and provisions as this insurance. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that our applicable Limit of Insurance bears to the limits of all insurance covering on the same basis, as indicated by a percentage shown under Item 1. of the Declarations Page of this Policy.
- b. If there is other insurance covering the same property and perils as covered by this Policy, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance whether or not such other insurance is collectible. But in no event, shall the Company pay more than the applicable Limit of Liability shown on the Declarations Page, or any endorsement attached to this Policy.

This provision shall not apply to other policies which are purchased specifically to be excess over this Policy.

8. Excess Insurance

Permission is granted for you to have excess insurance over the Limit of Liability set forth in the Declarations of this Policy, or any endorsement attached to this Policy, without prejudice to this Policy. The existence of such insurance, if any, shall not reduce any liability under this Policy.

9. Notice Of Loss

Upon knowledge of direct physical loss or damage or of an "occurrence" which may give rise to a claim for loss or damage covered by this Policy, the Insured shall:

- a. Give immediate written notice to the Company of any such loss or damage.
- b. Give a signed and sworn proof of loss to the Company within ninety (90) days after making claim for loss, unless that time is extended in writing by the Company. The proof of loss must state the knowledge and belief of the Insured as to:
 - (1) The time, event or peril, and origin of the loss; and
 - (2) The Insured's interest and that of all others in the property; and
 - (3) The actual cash value and replacement cost value of each item and the amount of loss to each item; all encumbrances; and all other contracts of insurance, whether valid or not, covering any of the property; and
 - (4) Any changes in the title, use, occupation, location, possession or exposures of the property since the effective date of this Policy; and
 - (5) By whom and for what purpose any location insured by this Policy was occupied on the date of loss, and whether or not it then stood on leased ground.

The Insured shall also provide written notice to the Company for any claim for loss or damage covered by this Policy and for which more than seventy-five percent (75%) of the underlying insurance is potentially liable.

10. Assignment

This Policy shall be void if assigned or transferred without our prior written consent.

11. Concealment, Misrepresentation or Fraud

This Policy is void as to you and any other Insured if, before or after a loss:

- a. You or any other Insured has concealed or misrepresented a material fact or circumstance that relates to this Policy or "covered property", or your interest in such "covered property"; or
- b. There has been fraud or false statements by you or any other Insured as respects a matter that relates in any way to this Policy or "covered property".

12. Professional Fees

Subject to all the terms and conditions contained in this Policy, this Policy covers the actual costs incurred by the Insured for reasonable fees payable to the Insured's accountants, architects, auditors, engineers, or other professionals, excluding the cost of using the Insured's employees, for producing and certifying any particulars or details contained in the Insured's books or documents, or such other proofs, information or evidence required by us resulting from an insured loss payable under this Policy for which we have accepted liability.

Coverage will not include the fees and costs of attorneys, public adjusters, insurance agents or brokers, and loss appraisers or any of their respective subsidiaries, related or associated entities either partially or wholly owned by them or retained by them for the purpose of assisting them nor fees and costs of loss consultants who provide consultation on coverage or negotiate claims. Any costs incurred in connection with an appraisal pursuant to the **Appraisal** Condition of this Policy will be paid in accordance with that provision.

13. Appraisal

If the Insured and the Company fail to agree on the amount of loss, each will, on the written demand of either, select a competent and disinterested appraiser after:

- a. The Insured has fully complied with all provisions of this Policy, including the provision entitled Notice Of Loss; and
- b. The Company has received a signed sworn proof of loss from the Insured.

Each will notify the other of the appraiser selected within 15 days of such demand. The appraisers will first select a competent and disinterested umpire. If the appraisers fail to agree upon an umpire within 30 days then, on the request of the Insured or the Company, the umpire will be selected by a judge of a court of record in the jurisdiction in which the appraisal is pending. The appraisers will then appraise the amount of loss, stating separately the actual cash value and replacement cost value as of the date of loss and the amount of loss, for each item of physical loss or damage or if, for time element loss, the amount of loss for each time element coverage of this Policy. If appraisers fail to agree, they will submit their differences to the umpire. An award agreed to in writing by any two will determine the amount of loss.

The Insured and the Company will each pay their respective expenses incurred by their chosen appraiser and further agree to share and pay equally the expenses of the umpire. A demand for appraisal shall not relieve the Insured of its continuing obligation to comply with the terms and conditions of this Policy, including as provided under the **Notice of Loss** Condition. We will not be held to have waived any of our rights by any act relating to appraisal.

14. Cancellation And Non-Renewal

- a. Cancellation
 - (1) The first Named Insured may cancel this Policy by mailing or delivering to us advance written notice of cancellation.
 - (2) We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- i. Ten (10) days before the effective date of cancellation if we cancel for non-payment of premium or non-payment of Deductible; or
 - ii. Thirty (30) days before the effective date of cancellation if we cancel for any other reason.
- (3) We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
- (4) Notice of cancellation will state the effective date of cancellation. The Policy will end on that date.
- (5) If this Policy is cancelled, we will send the first Named Insured any refund due. If we cancel for reasons other than non-payment of premium, the refund will be pro rata. If we cancel due to non-payment of premium or if the first Named Insured cancels for any reason, the refund may be less than pro rata and may be subject to minimum earned premium. The cancellation will be effective even if we have not made or offered a refund.

b. Non-Renewal

- (1) If we elect not to renew this Policy, we shall mail written notice to the first Named Insured's last mailing address known to us. Such written notice of non-renewal shall be mailed at least thirty (30) days prior to the end of the Policy.
- (2) If notice is mailed, proof of mailing will be sufficient proof of notice.

15. Legal Action Against Us

No one may bring a legal action against us under this Policy unless there has been full compliance with all of the terms of this Policy. No suit, action or proceeding for the recovery of any claim under this Policy shall be sustainable in any court of law or equity unless it is commenced within twelve (12) months next after discovery by the "insured" of the "occurrence" which gives rise to the claim, provided however, that if by the laws of the state within which this Policy is issued, such limitation is invalid then any such claims shall be void unless such action, suit or proceeding is commenced within the shortest limit of time permitted by the laws of such state. We will not be liable for "damages" that are not payable under the terms of this Policy or that are in excess of the applicable Limit of Insurance.

16. Service Of Suit and Jurisdiction

In the event of the failure of the Company to pay any amount claimed to be due under this Policy, the Company will submit to the jurisdiction of any United States federal court of competent jurisdiction within the United States of America or any court of competent jurisdiction in Canada. In the event there is no United States federal court of competent jurisdiction, the Company will submit to the jurisdiction of any other court of competent jurisdiction within the United States of America. All matters arising under this Policy shall be determined in accordance with the choice of law rules of such court. Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

Service of process in any such suit may be made upon the President and Chief Executive Officer of the Company or his designee at the address shown on the Declarations of this Policy. In any suit instituted upon this contract and against the President and Chief Executive Officer of the Company or his designee, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The President and Chief Executive Officer of the Company or his designee are authorized and directed to accept service of process.

Pursuant to any statute of any state, territory or district of the United States of America, the Company designates the Superintendent, Commissioner or Director of Insurance or other officer specified for the purpose in the statute, or his successors in office, as its true and lawful attorney upon whom may be served

any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary under this Policy arising out of this contract of insurance. The Company designates the above-named as the person to whom said officer is authorized to mail such process or a true copy of such process.

To the extent this Service of Suit and Jurisdiction provision conflicts with applicable state law, it is hereby amended to comply with said law but only to the extent necessary to bring it within the applicable law.

17. Conformity To Statute

The terms of this Policy that are in conflict with the statutes of the state in which the Policy is issued are amended to conform to statutory requirements.

18. Audit and Examination

We may audit and examine your books and records as they relate to this Policy at any time during the "policy period" and up to three (3) years afterward.

19. Inspection and Surveys

The Company shall be permitted, but not obligated to, inspect the Insured's property at any time. In no way will our right to inspect, actual inspection, or any report prepared as a result of any inspection, constitute an undertaking, on behalf of, or for the benefit of, the Insured or others, to determine or warrant that such property is safe. We will have no liability to the Insured or any other person because of any inspection or survey or failure to inspect or survey.

20. Titles Of Paragraphs

The titles of the various paragraphs of this Policy are inserted solely for convenience or reference and shall not be deemed in any way to limit or affect the provisions to which they relate.

21. Transfer of Rights of Recovery Against Others to Us

If you have rights to recover all or part of any payment we have made under this Policy, those rights are transferred to us. You must do nothing after loss to impair those rights. At our request, if necessary, you will bring suit or transfer those rights to us and help us enforce them.

22. Policy Modification

This Policy contains all of the agreements between you and the Company concerning this insurance. Either party may request changes to this Policy. This Policy can only be changed by endorsement(s) issued by us and made a part of this Policy. Certificates of Insurance issued by an agent are not endorsements to this Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM ENDORSEMENT

<i>Attached To and Forming Part of Policy</i> 0100220680-0	<i>Effective Date of Endorsement</i> 01/01/2023 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Falls At Vail Townhouse Association
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

SCHEDULE

Percentage of Premium retained (Minimum Earned Premium)	25%
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It is understood and agreed that the following terms and conditions apply to this Policy:

In the event of cancellation of this Policy by the first Named Insured, the Minimum Earned Premium, calculated by multiplying the percentage shown in the Schedule above by the PREMIUM as shown on the Declarations page of this Policy, will become earned. In the event of cancellation of this Policy by the first Named Insured, we shall be entitled to the greater of the Minimum Earned Premium amount, calculated by multiplying the percentage shown in the Schedule above by the PREMIUM as shown on the Declarations page of this Policy, or the premium amount determined under the COMMON CONDITIONS—PROPERTY.

If we cancel this Policy for non-payment of premium, the Minimum Earned Premium, calculated by multiplying the percentage shown in the Schedule above by the PREMIUM as shown on the Declarations page of this Policy, will become earned. In the event of cancellation of this Policy by us for non-payment of premium, we shall be entitled to the greater of the Minimum Earned Premium amount as shown in the Schedule above, or the premium amount determined under the COMMON CONDITIONS—PROPERTY.

If we cancel for any reason other than non-payment of premium, the earned premium amount determined under the COMMON CONDITIONS—PROPERTY will apply and will not be subject to this Minimum Earned Premium endorsement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BOILER AND MACHINERY EXCLUSION

<i>Attached To and Forming Part of Policy</i> 0100220680-0	<i>Effective Date of Endorsement</i> 01/01/2023 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Falls At Vail Townhouse Association
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

**COMMERCIAL PROPERTY COVERAGE
COMMERCIAL INLAND MARINE COVERAGE**

Notwithstanding any provision to the contrary within the Policy or any endorsement the Policy, it is understood and agreed that we do not insure loss or damage caused by or resulting from:

1. Electrical injury or disturbance to electrical appliances, devices, or wiring from artificial causes, nor magnetic injury or erasure of electrical recordings.
2. Mechanical breakdown unless direct physical loss or damage from a peril insured herein ensues and then this policy shall cover for such ensuing loss or damage.
3. The explosion or rupture or bursting of pressure vessels or pipes, or steam boilers, or steam turbines, or steam engines, or flywheels, owned or operated by the Insured, nor mechanical or machinery breakdown.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - EARTH MOVEMENT (DEFINED)

<i>Attached To and Forming Part of Policy</i> 0100220680-0	<i>Effective Date of Endorsement</i> 01/01/2023 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Falls At Vail Townhouse Association
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

EXCESS PROPERTY COVERAGE

1. EXCLUSION OF EARTH MOVEMENT:

This Policy does not insure against loss or damage caused by or resulting from, contributed to, or aggravated by "earth movement" as defined below.

2. EARTH MOVEMENT DEFINITION:

Any natural earth movement including, but not limited to, earthquake, earth shock, landslide, mudflow, earth sinking, earth rising or shifting arising out of, resulting from, contributed to, or aggravated by any of the foregoing; regardless of any other cause or event contributing concurrently or in any other sequence of loss.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION- FLOOD (DEFINED)

<i>Attached To and Forming Part of Policy</i> 0100220680-0	<i>Effective Date of Endorsement</i> 01/01/2023 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Falls At Vail Townhouse Association
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

EXCESS PROPERTY COVERAGE

1. EXCLUSION OF FLOOD:

This Policy does not insure against loss or damage caused by or resulting from, contributed to, or aggravated by "flood" as defined below.

2. FLOOD DEFINITION:

"Flood", "surface waters", rising waters, waves, storm surge, tide or tidal water, the release of water, and the rising, overflowing or breaking of boundaries of natural or man-made bodies of water, whether driven by wind or not; or the spray there from; regardless of any other cause or event contributing concurrently or in any other sequence of loss.

"Surface waters" means seepage, leakage or influx of water (immediately derived from natural sources) through sidewalks, driveways, foundations, walls, basements or other floors, or through doors, windows or any other openings in such sidewalks, foundations, walls or floors; and also includes all water which backs up through sewers and drains.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OCCURRENCE LIMIT OF LIABILITY ENDORSEMENT

<i>Attached To and Forming Part of Policy</i> 0100220680-0	<i>Effective Date of Endorsement</i> 01/01/2023 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Falls At Vail Townhouse Association
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

EXCESS PROPERTY COVERAGE

SCHEDULE

Flood or Earth Movement Occurrence Duration:	Hours
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It is understood and agreed that the following terms and conditions apply to this Policy:

1. The Limit of Liability as specified in Item 1. of the Declarations Page is a limit per occurrence. Notwithstanding anything to the contrary within this Policy, in no event shall the liability of this Company exceed this Limit of Liability in one disaster, casualty, or event, irrespective of the number of locations involved.

Occurrence shall mean any one direct physical loss, disaster or casualty or series of direct physical losses, disasters or casualties arising out of one event which occurs within the policy period and territory. When the term applies to direct physical loss or direct physical losses from the perils of Flood or Earth Movement, if insured under this Policy, one event shall be construed to be all losses arising during a continuous period of the duration specified in the above Schedule. If no Flood or Earth Movement Occurrence Duration is indicated in the above Schedule, one event shall be construed to be all losses arising during a continuous period of 72 hours.

2. The Premium for this Policy is based upon the Statement of Values on file with the Company or attached to this Policy. In the event of loss under this Policy, liability of the Company shall be limited to the least of the following:
 - a. The actual adjusted amount of loss, less applicable deductible(s).
 - b. An amount no greater than 100% of the individually stated value for the property involved, as shown on the Statement of Values on file with the Company, or attached to this Policy, less applicable deductible(s).
 - c. The Limit of Liability as specified in Item 1. of the Declarations Page.
3. If any underlying policies contain a separate Limit of Liability for any specific peril, coverage, type of property, or location, then this Policy provides no coverage in excess of that specific Limit of Liability, unless the Declarations Page of this Policy sets forth its own Limit of Liability for such peril, coverage, type of property, or location.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL LOSS OR CONSTRUCTIVE TOTAL LOSS ENDORSEMENT

<i>Attached To and Forming Part of Policy</i> 0100220680-0	<i>Effective Date of Endorsement</i> 01/01/2023 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Falls At Vail Townhouse Association
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

EXCESS PROPERTY COVERAGE

It is understood and agreed that the following terms and conditions apply to this Policy:

In the event of a total loss or "constructive total loss" to "covered property" by a covered peril under this Policy, the entire policy premium will be deemed fully earned and no return premium will be due.

For the purposes of this endorsement only, the following definition is added to this Policy:

"Constructive total loss" means the "covered property" damaged by a covered peril is treated as a total loss because the cost of repairing the damaged "covered property" exceeds the actual cash value of the "covered property" at the time of loss.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - TERRORISM

<i>Attached To and Forming Part of Policy</i> 0100220680-0	<i>Effective Date of Endorsement</i> 01/01/2023 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Falls At Vail Townhouse Association
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

This insurance does not apply to any loss, injury, claim or damage arising directly or indirectly out of or relating to:

1. Any act of "terrorism"; or
2. Any action authorized by a government authority or agency for the purpose of preventing or minimizing the consequences of any act or threat of "terrorism".

"Terrorism" means an activity by an individual acting alone, or individuals acting as part of a group, that involves any violent act, including the threat of any activity or preparation for an activity that:

1. Causes either:
 - a. Damage to property;
 - b. Injury to person(s); or
 - c. Loss of income or increased expense; and
2. Appears to be intended to:
 - a. Intimidate or coerce a civilian population;
 - b. Disrupt any segment of an economy;
 - c. Influence the policy of a government by intimidation or coercion;
 - d. Affect the conduct of a government by destruction, assassination, kidnapping or hostage-taking; or
 - e. Advance a political, religious or ideological cause; or
3. Involves the use, release, dispersal, discharge, escape or application of:
 - a. Nuclear materials, or directly results in nuclear reaction or radiation or radioactive contamination; or
 - b. Pathogenic or poisonous biological or chemical materials.

"Terrorism" also includes any incident determined to be such by any official, department or agency that has been specifically authorized by federal statute to make such a determination.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

<i>Attached To and Forming Part of Policy</i> 0100220680-0	<i>Effective Date of Endorsement</i> 01/01/2023 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Falls At Vail Townhouse Association
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

**BOILER AND MACHINERY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
STANDARD PROPERTY POLICY**

SCHEDULE

The Exception Covering Certain Fire Losses (Paragraph C) applies to property located in the following state(s), if covered under the indicated Coverage Form, Coverage Part or Policy:

State(s)	Coverage Form, Coverage Part or Policy
CA, ME, MO, OR, VI, WI	ALL APPLICABLE COVERAGE PARTS EXCEPT: BOILER AND MACHINERY, EQUIPMENT BREAKDOWN
GA, HI, IA, IL, MA, NC, NJ, NY, RI, WA, WV	ALL APPLICABLE COVERAGE PARTS EXCEPT: BOILER AND MACHINERY, EQUIPMENT BREAKDOWN, COMMERCIAL INLAND MARINE

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

A. The following definition is added with respect to the provisions of this endorsement:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance 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.

B. The following exclusion is added:

CERTIFIED ACT OF TERRORISM EXCLUSION

We will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

C. Exception Covering Certain Fire Losses

The following exception to the exclusion in Paragraph **B.** applies only if indicated and as indicated in the Schedule of this endorsement.

If a "certified act of terrorism" results in fire, we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements which apply to those forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance 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.

D. Application Of Other 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 Coverage Part or 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 CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SIGNATURE ENDORSEMENT

<i>Attached To and Forming Part of Policy</i> 0100220680-0	<i>Effective Date of Endorsement</i> 01/01/2023 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Falls At Vail Townhouse Association
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

By signing and delivering this policy to you, we state that it is a valid contract when signed as below by our authorized representatives.



Secretary



President

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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

ADVISORY NOTICE TO POLICYHOLDERS

This Notice shall not be construed as part of your policy and no coverage is provided by this 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 your policy provides.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control administers and enforces sanctions policy, based on Presidential declarations of national emergency. OFAC has identified and listed numerous Foreign Agents, Front Organizations, Terrorists, Terrorist organizations and Narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site—<http://www.treas.gov/ofac>.

In accordance with OFAC regulations, 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 law or is a "Specially Designated National and Blocked Person", as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments and no premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.