

## AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.

MADISON, WISCONSIN 53783-0001

## BUSINESSOWNERS POLICY

POLICY NUMBER  
05XQ705003

## DECLARATIONS

CUSTOMER BILLING ACCOUNT  
021-439-759 91NAMED THE RIVERWALK CRYSTAL BUILDING ASSOCIATION  
INSUREDMAILING PO BOX 2264  
ADDRESS EDWARDS, CO 81632-2264POLICY PERIOD FROM 10-22-2019 TO 10-22-2020  
12:01 A.M. Standard Time at your mailing address shown above.

FORM OF BUSINESS CORPORATION

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

## SECTION I PROPERTY

ALL PROPERTY COVERAGES ARE SUBJECT TO THE FOLLOWING:

COVERED CAUSES OF LOSS SPECIAL - RISK OF DIRECT PHYSICAL LOSS

COVERAGE PROVIDED INSURANCE AT THE FOLLOWING DESCRIBED PREMISES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS SHOWN UNLESS COVERAGE IS PROVIDED BY AN ENDORSEMENT.

## DESCRIPTION OF PREMISES

PREMISES NO. 0001 BUILDING NO. 001  
LOCATION 166 MAIN ST  
EDWARDS, CO 81632-8135BUILDING INTEREST LEASED TO OTHERS  
PREDOMINANT OCCUPANCY CONDOMINIUM ASSOCIATION - RESIDENTIAL WITH MERCANTILENUMBER OF UNITS 15  
CONSTRUCTION FRAME  
YEAR BUILT 1996  
COMMERCIAL BUILDING CONSTRUCTION COST INDEX LEVEL 381

POLICY PROPERTY DEDUCTIBLE \$2,500

## OTHER PROPERTY DEDUCTIBLE(S)

OPTIONAL COVERAGE/GLASS DEDUCTIBLE \$500

COVERAGE	LIMIT OF INSURANCE	PREMIUM
BUILDING	\$4,209,945	\$3,786.00
REPLACEMENT COST		

ADDITIONAL COVERAGE	LIMIT OF INSURANCE	PREMIUM
BUSINESS INCOME	ACTUAL LOSS SUSTAINED	INCLUDED

AGENT 011-307  
TRACE TYLER AGENCY INC  
97 MAIN ST UNIT W-106  
EDWARDS, CO 81632-8150PHONE  
970-926-4370PAGE 0001  
BRANCH TKC003 RENW  
ENTRY DATE 08-20-2019

**AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.**

MADISON, WISCONSIN 53783-0001

**BUSINESSOWNERS POLICY****POLICY NUMBER**  
05XQ705003**DECLARATIONS****CUSTOMER BILLING ACCOUNT**  
021-439-759 91

Property forms and endorsements applying to this premises and made part of this policy at time of issue:

Any endorsement followed by a state abbreviation will only apply to coverages within this state.

BP 85 17 09 15 BP 04 30 01 06 BP 84 11 07 98 BP 85 11 12 08

**DESCRIPTION OF PREMISES**PREMISES NO. 0002 BUILDING NO. 001  
LOCATION 34323 HIGHWAY 6 # 6  
EDWARDS, CO 81632-8131BUILDING INTEREST LEASED TO OTHERS  
PREDOMINANT OCCUPANCY CONDOMINIUM ASSOCIATION - RESIDENTIAL WITH MERCANTILENUMBER OF UNITS 4  
CONSTRUCTION FRAME  
YEAR BUILT 1996  
COMMERCIAL BUILDING CONSTRUCTION COST INDEX LEVEL 381

POLICY PROPERTY DEDUCTIBLE \$2,500

**OTHER PROPERTY DEDUCTIBLE(S)**

OPTIONAL COVERAGE/GLASS DEDUCTIBLE \$500

COVERAGE	LIMIT OF INSURANCE	PREMIUM
BUILDING	\$1,368,232	\$1,464.00
REPLACEMENT COST		

ADDITIONAL COVERAGE	LIMIT OF INSURANCE	PREMIUM
BUSINESS INCOME <td>ACTUAL LOSS SUSTAINED</td> <td>INCLUDED</td>	ACTUAL LOSS SUSTAINED	INCLUDED

Property forms and endorsements applying to this premises and made part of this policy at time of issue:

Any endorsement followed by a state abbreviation will only apply to coverages within this state.

BP 85 17 09 15 BP 04 30 01 06 BP 84 11 07 98 BP 85 11 12 08

**DESCRIPTION OF PREMISES**PREMISES NO. 0003 BUILDING NO. 001  
LOCATION 21 2ND ST  
EDWARDS, CO 81632-8130BUILDING INTEREST LEASED TO OTHERS  
PREDOMINANT OCCUPANCY CONDOMINIUM ASSOCIATION - RESIDENTIAL WITH MERCANTILENUMBER OF UNITS 4  
CONSTRUCTION FRAME  
YEAR BUILT 1996AGENT 011-307  
TRACE TYLER AGENCY INC  
97 MAIN ST UNIT W-106  
EDWARDS, CO 81632-8150PHONE  
970-926-4370PAGE 0002  
BRANCH TKC003 RENW  
ENTRY DATE 08-20-2019

**AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.**

MADISON, WISCONSIN 53783-0001

**BUSINESSOWNERS POLICY**POLICY NUMBER  
05XQ705003**DECLARATIONS**CUSTOMER BILLING ACCOUNT  
021-439-759 91

COMMERCIAL BUILDING CONSTRUCTION COST INDEX LEVEL 381

POLICY PROPERTY DEDUCTIBLE \$2,500

**OTHER PROPERTY DEDUCTIBLE(S)**

OPTIONAL COVERAGE/GLASS DEDUCTIBLE \$500

**COVERAGE**BUILDING  
REPLACEMENT COST**LIMIT OF INSURANCE**

\$1,368,232

**PREMIUM**

\$1,464.00

**ADDITIONAL COVERAGE**

BUSINESS INCOME

**LIMIT OF INSURANCE  
ACTUAL LOSS SUSTAINED****PREMIUM  
INCLUDED**

Property forms and endorsements applying to this premises and made part of this policy at time of issue:

Any endorsement followed by a state abbreviation will only apply to coverages within this state.

BP 85 17 09 15

BP 04 30 01 06

BP 84 11 07 98

BP 85 11 12 08

**APPLICABLE PROPERTY ENDORSEMENT CHARGES**

\$407.00

**TOTAL ADVANCE PROPERTY PREMIUM**

\$7,121.00

Property forms and endorsements applying to all premises and made part of this policy at time of issue:

Any endorsement followed by a state abbreviation will only apply to coverages within this state.

BP 06 01 01 07

BP 83 01 07 98

BP 83 02 01 07

**SECTION II LIABILITY AND MEDICAL EXPENSES**

Except for Damage To Premises Rented To You, each paid claim for the following coverages reduces the amount of insurance we provide during the applicable annual period. Please refer to **Section II Liability** in the BUSINESSOWNERS COVERAGE FORM and any attached endorsements.

**COVERAGE**

AGGREGATE LIMIT (OTHER THAN PRODUCTS COMPLETED OPERATIONS)

**LIMIT OF INSURANCE**

\$4,000,000

PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT

\$4,000,000

DAMAGE TO PREMISES RENTED TO YOU - ANY ONE PREMISES

\$50,000

LIABILITY - EACH OCCURENCE LIMIT

\$2,000,000

PREM 0001 BLDG 001

MEDICAL EXPENSES - ANY ONE PERSON

\$5,000

PREM 0002 BLDG 001

MEDICAL EXPENSES - ANY ONE PERSON

\$5,000

PREM 0003 BLDG 001

MEDICAL EXPENSES - ANY ONE PERSON

\$5,000

AGENT 011-307

PHONE

PAGE 0003

TRACE TYLER AGENCY INC

970-926-4370

BRANCH TKC003 RENW

97 MAIN ST UNIT W-106

ENTRY DATE 08-20-2019

EDWARDS, CO 81632-8150

BP AF 01 08 18

INSURED

Stock No. 15141

00000 004007 000633 0633 00000





## AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.

MADISON, WISCONSIN 53783-0001

## BUSINESSOWNERS POLICY

## DECLARATIONS

POLICY NUMBER

05XQ705003

CUSTOMER BILLING ACCOUNT

021-439-759 91

LOCATION	PREMIUM BASIS	RATE	ADVANCE PREMIUM
PREMISES NO. 0001 BUILDING NO. 001	15 UNITS		\$71.00
PREMISES NO. 0002 BUILDING NO. 001	4 UNITS		\$19.00
PREMISES NO. 0003 BUILDING NO. 001	4 UNITS		\$19.00

APPLICABLE BUSINESS LIABILITY ENDORSEMENT CHARGES \$148.00

TOTAL ADVANCE BUSINESS LIABILITY PREMIUM \$257.00

Liability forms and endorsements applying to all premises and made part of this policy at time of issue:

Any endorsement followed by a state abbreviation will only apply to coverages within this state.

BP 04 04 01 06	BP 04 17 07 02	BP 04 39 07 02	BP 04 54 01 06
BP 04 93 01 06	BP 05 17 01 06	BP 05 77 01 06	BP 10 05 07 02
BP 14 60 06 10	BP 15 04 05 14	BP 84 24 01 07	BP 85 04 07 10
BP 85 05 07 98CO	BP 85 10 07 98	BP 85 12 01 06	IL 75 26 12 05

TOTAL ADVANCE BUSINESS PREMIUM

**\$7,378.00**

This premium may be subject to adjustment.

Forms and endorsements applying to property and liability at all premises and made part of this policy at time of issue:

Any endorsement followed by a state abbreviation will only apply to coverages within this state.

BP IN 01 01 06	BP 00 03 01 06	BP 01 81 11 13	BP 05 01 07 02
BP 05 15 01 15	BP 05 24 01 15	BP 05 41 01 15	BP 80 01 08 18
BP 87 01 08 10	BP 87 90 08 10		

AUTHORIZED  
REPRESENTATIVE

*William B. West*  
President

*PEC*  
Secretary

COUNTERSIGNED  
LICENSED RESIDENT AGENT

AGENT 011-307  
TRACE TYLER AGENCY INC  
97 MAIN ST UNIT W-106  
EDWARDS, CO 81632-8150

PHONE  
970-926-4370

PAGE 0004  
BRANCH TKC003 RENW  
ENTRY DATE 08-20-2019

POLICY NUMBER: 05XQ705003

BUSINESSOWNERS  
BP 04 04 01 06**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**HIRED AUTO AND NON-OWNED AUTO LIABILITY**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

<b>SCHEDULE</b>	
<b>Coverage</b>	<b>Additional Premium</b>
<b>A. Hired Auto Liability:</b>	<b>INCLUDED</b>
<b>B. Non-Owned Auto Liability:</b>	<b>INCLUDED</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A.** Insurance is provided only for those coverages for which a specific premium charge is shown in the Declarations or in the Schedule.

**1. Hired Auto Liability**

The insurance provided under Paragraph **A.1. Business Liability in Section II – Liability**, applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

**2. Non-Owned Auto Liability**

The insurance provided under Paragraph **A.1. Business Liability in Section II – Liability**, applies to "bodily injury" or "property damage" arising out of the use of any "non-owned auto" in your business by any person.

**B.** For insurance provided by this endorsement only:

**1.** The exclusions, under the Paragraph **B.1. Applicable To Business Liability Coverage in Section II – Liability**, other than Exclusions **a., b., d., f.** and **i.** and the Nuclear Energy Liability Exclusion, are deleted and replaced by the following:

**a.** "Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract"; or

- (2) "Bodily injury" arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

**b.** "Property damage" to:

- (1) Property owned or being transported by, or rented or loaned to the insured; or
- (2) Property in the care, custody or control of the insured.

**2.** Paragraph **C. Who Is An Insured in Section II – Liability**, is replaced by the following:

**1.** Each of the following is an insured under this endorsement to the extent set forth below:

- a.** You;
- b.** Any other person using a "hired auto" with your permission;
- c.** For a "non-owned auto":
  - (1) Any partner or "executive officer" of yours; or
  - (2) Any "employee" of yours
 but only while such "non-owned auto" is being used in your business; and
- d.** Any other person or organization, but only for their liability because of acts or omissions of an insured under **a., b.** or **c.** above.

**2.** None of the following is an insured:

- a.** Any person engaged in the business of his or her employer for "bodily injury" to any co-"employee" of such person injured in the course of employment, or to the spouse, child, parent, brother or sister of that co-"employee" as a consequence of such "bodily injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury;
- b.** Any partner or "executive officer" for any "auto" owned by such partner or officer or a member of his or her household;

00000 005007 000633 0633 00000



- c. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;
  - d. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee; or
  - e. Any person or organization for the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.
- C. The following additional definitions apply:
- 1. "Auto Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
  - 2. "Hired Auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", your partners or your "executive officers" or members of their households.
  - 3. "Non-Owned Auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes "autos" owned by your "employees", your partners or your "executive officers", or members of their households, but only while used in your business or your personal affairs.



BUSINESSOWNERS  
BP 04 30 01 06

## BUSINESSOWNERS COVERAGE FORM

(1) Any automatic fire protective or extinguishing system, including connected:



- (a) Sprinklers and discharge nozzles;
  - (b) Ducts, pipes, valves and fittings;
  - (c) Tanks, their component parts and supports; and
  - (d) Pumps and private fire protection mains.
- (2) When supplied from an automatic fire protective system:
- (a) Non-automatic fire protective systems; and
  - (b) Hydrants, standpipes and outlets.
- b. **"P-2" Automatic Fire Alarm**, protecting the entire building, that is:
- (1) Connected to a central station; or
  - (2) Reporting to a public or private fire alarm station.
- c. **"P-3" Security Service**, with a recording system or watch clock, making hourly rounds covering the entire building, when the premises are not in actual operation.
- d. **"P-4" Service Contract**, with a privately owned fire department providing fire protection service to the described premises.
- e. **"P-9"**, the protective system described in the Schedule.
- B. The following is added to Paragraph B. **Exclusions** in **Section I – Property**:
- We will not pay for loss or damages caused by or resulting from fire if, prior to the fire, you:
- 1. Knew of any suspension or impairment in any protective safeguard listed in the Schedule above and failed to notify us of that fact; or
  - 2. Failed to maintain any protective safeguard listed in the Schedule above, and over which you had control, in complete working order.
- If part of an Automatic Sprinkler System is shut off due to breakage, leakage, freezing conditions or opening of sprinkler heads, notification to us will not be necessary if you can restore full protection within 48 hours.



POLICY NUMBER: 05xQ705003

BUSINESSOWNERS  
BP 85 11 12 08**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
BUILDING AND BUSINESS PERSONAL PROPERTY CHANGES**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE*				
Premises No.	Building No.	Auxiliary Building/Structure Description	Auxiliary Building/ Structure Limit	Auxiliary Buildings Business Personal Property Limit

\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

30000 007007 000633 0633 00000



**Section I - Property** is amended as follows:

**A. Paragraph A.1. Covered Property** is replaced with the following:

Covered Property includes Building as described under Paragraph **a.** below, Business Personal Property as described under Paragraph **b.** below, Auxiliary Buildings/Structures as described under Paragraph **c.** below, Auxiliary Buildings Business Personal Property as described under Paragraph **d.** below, or all four, depending on whether a Limit of Insurance is shown in the Declarations for that type of property. Regardless of whether coverage is shown in the Declarations for Buildings, Business Personal Property, Auxiliary Buildings/Structures, Auxiliary Buildings Business Personal Property, or all four, there is no coverage for property described under Paragraph **A.2. Property Not Covered.**

**a.** Building, means the described building shown in the Declarations, including:

- (1) Completed additions;
- (2) Fixtures, including outdoor fixtures;
- (3) Permanently installed:
  - (a) Machinery; and
  - (b) Equipment;
- (4) Your personal property in apartments, rooms or common areas furnished by you as landlord;
- (5) Personal property owned by you that is used to maintain or service the described building or the premises, including:
  - (a) Fire extinguishing equipment;
  - (b) Outdoor furniture;
  - (c) Floor coverings; and
  - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
- (6) If not covered by other insurance:
  - (a) Additions under construction, alterations and repairs to the described building;
  - (b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the described building.

**b.** Business Personal Property located in or on the described building at the premises shown in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises, including:

- (1) Property you own that is used in your business;
- (2) Property of others that is in your care, custody or control, except as otherwise provided in Loss Payment Property Loss Condition **E.5.d.(3)(b)**;
- (3) Tenant's improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:

- (a) Made a part of the described building you occupy but do not own; and
  - (b) You acquired or made at your expense but cannot legally remove;
- (4) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Paragraph **1.b.(2)**; and
  - (5) Exterior building glass, if you are a tenant and no Limit of Insurance is shown in the Declarations for Building property. The glass must be owned by you or in your care, custody or control.
- c.** Auxiliary Buildings/Structures, meaning the auxiliary buildings/structures described in the above Schedule located at the premises shown in the Declarations, including:
- (1) Completed additions;
  - (2) Fixtures;
  - (3) Permanently installed:
    - (a) Machinery; and
    - (b) Equipment;
  - (4) Personal property owned by you that is used to maintain or service the auxiliary buildings/structures, including:
    - (a) Fire extinguishing equipment;
    - (b) Floor coverings; and
    - (c) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
  - (5) If not covered by other insurance:
    - (a) Additions under construction, alterations and repairs to the auxiliary buildings/structures;
    - (b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the auxiliary buildings/structures, used for making additions, alterations or repairs to the auxiliary buildings/structures.
- d.** Auxiliary Buildings Business Personal Property located in or on the auxiliary buildings/structures described in the above Schedule located at the premises shown in the Declarations, including:
- (1) Property you own that is used in your business;
  - (2) Property of others that is in your care, custody or control, except as otherwise provided in Loss Payment Property Loss Condition **E.5.d.(3)(b)**;
  - (3) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Paragraph **1.b.(2)**.
- B.** The following is added to **E.3., Property Loss Conditions – Duties In the Event of Loss or Damage**:
- (10) Keep records of your property in such a way that we can accurately determine the amount of any loss.