

**TRUCK INSURANCE EXCHANGE
(A RECIPROCAL COMPANY)**

Members of the Farmers Insurance Group of Companies
Home Office: 4680 Wilshire Blvd., Los Angeles, California 90010

COMMERCIAL UMBRELLA POLICY DECLARATIONS

1. Named • **OMNICRON HOA**
Insured •
Mailing • **PO BOX 3095**
Address •
• **WINTER PARK** **CO 80482**

MJ51166
EasyPay Account Number
07-07-329 **60476-84-07**
Agent Number Policy Number

The named insured is an individual unless otherwise stated:

Partnership Corporation Joint Venture Organization (Other than Partnership or Joint Venture)

Type of Business: **HABITATIONAL**

2. Policy Period: From **10/01/09** to **10/01/10** 12:01 a.m. Standard Time

If this policy replaces other coverage that ends at noon standard time of the same day this policy begins, this policy will not take effect until the other coverage ends. This policy will continue for successive policy periods as follows: If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period subject to our premiums, rules and forms then in effect.

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 coverage stated in this policy:

3. Schedule of Underlying Insurance: See page 3

4. LIMIT OF INSURANCE:	\$ 2,000,000	(Policy Aggregate Limit)
SELF-INSURED RETENTION:	\$10,000	(Each Occurrence or Offense covered by policy but Not Covered by Underlying Insurance)
CERTIFIED ACTS OF TERRORISM:		
5. ADVANCE PREMIUM:	\$1,212.00	
	Adjustable at a rate of \$	per \$
	Of	
MINIMUM EARNED PREMIUM:	\$	
ANNUAL MINIMUM PREMIUM:	\$	

Agent: **STEWART GOLDENBERG**
Agent Phone: **303-988-9830**



FARMERS

Important Notice: You have told us you have underlying insurance policies with the liability limits listed below. If your Underlying Insurances have lesser limits than those shown, advise your agent immediately. You will be unprotected for the difference. You must keep the stated coverages and limits in effect to avoid these gaps in your protection.

Schedule of Underlying Insurance:

*Underlying Insurer

- | | |
|--|--|
| A. Farmers Insurance Exchange | E. Civic Property and Casualty Company |
| B. Truck Insurance Exchange | F. Neighborhood Spirit Property and Casualty Company |
| C. Mid-Century Insurance Company | G. Farmers Texas County Mutual Insurance Company |
| D. Exact Property and Casualty Company | H. |

Coverage	*Underlying Insurer	Policy Number	Underlying Limits
Businessowners Liability Coverage Form	B	60476-83-77	\$ 2,000,000 Includes Non-Owned Auto
Professional Liability/Errors and Omissions Liability	B	60476-83-77	\$ 2,000,000 Each Loss/Claim \$ 2,000,000 Annual Aggregate Limit

TRUCK INSURANCE EXCHANGE

MEMBERS OF THE FARMERS INSURANCE GROUP OF COMPANIES
HOME OFFICE: 4680 WILSHIRE BLVD., LOS ANGELES, CALIFORNIA 90010

POLICY DECLARATIONS
CONDOMINIUM - PRIMARY

1.			MJ51166	
Named	•	OMNICRON HOA	EasyPay Acct. No.	Prod. Count
Insured	•			
Mailing	•	PO BOX 3095	07-07-329	60476-83-77
Address	•	WINTER PARK CO 80482	Agent No.	Policy Number

The named insured is an individual unless otherwise stated:

Partnership Corporation Joint Venture Organization (Any other)

Type of Business **CONDOMINIUM**

2. Policy Period from **10/01/09** (not prior to time applied-for) to **10/01/10** 12:01 a.m. Standard Time
 If this policy replaces other coverage that ends at noon standard time of the same day this policy begins, this policy will not take effect until the other coverage ends. **This policy will continue for successive policy periods as follows:** If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period subject to our premiums, rules and forms then in effect.

3. Insured location same as mailing address unless otherwise stated:

001 168 HI COUNTRY DR WINTER PARK CO 80482

4. We provide insurance only for those coverages described below and for which a specific limit of insurance is shown.

PROPERTY

COVERAGES AND LIMITS OF INSURANCE

COVERAGES	PREMISE NO. 001
BUILDINGS	\$2,035,000
BUSINESS PERSONAL PROPERTY	\$1,200
BUILDING ORDINANCE AND LAW	COV 1 COVERED
	COV 2 \$75,000
	COV 3 \$30,000
CONDOMINIUM UNIT COVERAGE	INCLUDED
SPECIFIED PROPERTY	\$2,500
ASSOCIATION FEE AND EXTRA EXPENSE	\$100,000
AUTOMATIC BUILDING INCREASE	8%
PROPERTY DEDUCTIBLE	\$2,500
GLASS DEDUCTIBLE	\$100

ADDITIONAL COVERAGES

COVERAGE	All Premises
MASTER KEY	\$100/\$5,000
BACKUP OF SEWER AND DRAIN	\$25,000
NON-OWNED AUTO LIABILITY	\$2,000,000



Policy Number: 60476-83-77

Effective Date: 10/01/09

Policy Forms and Endorsements attached at inception:

E3024-ED3	E3314-ED3	E3422-ED3	56-5166ED3	E0127-ED1
E3015-ED2	E3333-ED3	E0125-ED1	E6097-ED2	E4009-ED4
25-2110	E0104-ED1	J6351-ED1	S0741-ED2	S0743-ED2
S0744-ED2	E0147-ED1	E0051-ED2	E2031-ED1	E2038-ED2
J6300-ED2	E3037-ED1	J6316-ED1	J6347-ED1	J6350-ED1
E2041-ED1	E6288-ED1	E3331-ED3	J6353-ED1	E0119-ED4
E3336-ED2	E3418-ED2	E9122-ED2	J6361-ED1	

Countersigned _____ By _____
(Date) (Authorized Representative)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



FARMERS

E9122
2nd Edition

**DIRECTORS AND OFFICERS LIABILITY COVERAGE FORM
(CONDOMINIUMS AND COOPERATIVES)**

**THIS FORM PROVIDES CLAIMS MADE COVERAGE.
PLEASE READ THE ENTIRE FORM CAREFULLY.**

Policy Number: 60476-83-77

Effective Date: 10/01/09

Schedule

Limits Of Insurance	\$ 2,000,000	Each "Claim"
	\$ 2,000,000	Annual Aggregate
Retention	\$ 1,000	Each "Claim"
Retroactive Date:	<u>20091001</u>	

(Enter Date or None if no Retroactive Date applies)

This insurance does not apply to "loss" from "wrongful acts" which took place before the Retroactive Date, if any, shown above.

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

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

The word insured means any person or organization qualifying as such under C. WHO IS AN INSURED. Other words and phrases that appear in quotation marks have special meaning. Refer to G. DEFINITIONS.

A. COVERAGES (INCLUDES RESTRICTIONS OR ABRIDGMENTS)

1. INSURING AGREEMENT (INCLUDES RESTRICTIONS OR ABRIDGMENTS)

a. We will pay those sums which you become legally obligated to pay as damages because of a "Claim" for any "wrongful acts" committed by any insured, or any other person for whose acts you are legally liable. The "wrongful acts" of an insured natural person must be committed in their conduct of management responsibilities for the organization. We will have the right and duty to defend you against any "suit" seeking those damages. However, we will have no duty to defend you against any "suit" seeking damages for "wrongful acts" to which this insurance does not apply. We may at our discretion, investigate any report of a "wrongful act" and settle any "Claim" that may result.

However:

- (1) The amount we will pay for "loss" is limited as described in **Limits of Insurance**; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of "loss".

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **2. SUPPLEMENTARY PAYMENTS.**

b. This insurance applies to any "Claim" for a "wrongful act" only if:

- (1) The "wrongful act" is committed in the "coverage territory";

(2) The "wrongful act" did not occur before the Retroactive Date, if any, shown above or after the end of the "policy period";

(3) You had no knowledge of, and could not have reasonably foreseen any circumstances which might result in a "Claim" at the inception of this Coverage Form; and

(4) The "Claim" is first made against any insured, in accordance with paragraph c. below, during the "policy period" or any Extended Reporting Periods.

c. A "Claim" by a person or organization seeking damages will be deemed to have been made when notice of such "Claim" is received and recorded by any insured or by us, whichever comes first.

All "Claims" arising out of the same or related "wrongful acts" will be deemed to be one "Claim" and shall be deemed to have been made at the time the first of those "Claims" is made against any insured.

2. SUPPLEMENTARY PAYMENTS

We will pay, with respect to any covered "Claim" we investigate, defend or settle:

- a. All expenses we incur.
- b. The cost of bonds to appeal a judgment or award in any "suit" we defend or the cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "Claim", including actual loss of earnings up to \$250 a day because of time off from work.
- d. All costs taxed against the insured in the "suit".
- e. Prejudgment and post judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment or post judgment interest based on that period of time after the offer.

These payments will not reduce the limit of insurance.

2. The Annual Aggregate Limit shown on the Schedule above is the most we will pay for all "loss" resulting from all "Claims" covered by this Coverage Form.
3. Subject to 2. above, the "Each Claim" Limit shown on the Schedule above is the most we will pay for all "loss" arising out of any one "Claim".
4. We will pay "loss" resulting from any single "Claim" only to the extent the "loss" exceeds the Retention amount shown above in the Schedule. A separate Retention amount shall apply to each "Claim". The insureds shall bear at their own risk the amount of the Retention. If we pay part or all of the Retention to settle a "Claim", you will promptly reimburse us for the part of the Retention paid by us.
5. No Retention amount shall apply to "loss" incurred by insured natural persons if the insured organizations are not permitted or required to indemnify the insured natural persons for such "loss" or if the insured organizations are financially insolvent.

E. EXTENDED REPORTING PERIODS (INCLUDES RESTRICTIONS OR ABRIDGMENTS)

1. We will provide one or more Extended Reporting Periods, as described below, if:
 - a. This Coverage Form is canceled or not renewed; or
 - b. We renew or replace this Coverage Form with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Declarations; or
 - (2) Does not provide coverage for "wrongful acts" on a claims-made basis.
2. Extended Reporting Periods do not extend the "policy period", reinstate the Limits of Insurance or change the scope of coverage provided. They apply only to "Claims" for "wrongful acts" committed before the end of the "policy period" and after the Retroactive Date, if any, shown in the Schedule above.
3. **Automatic Extended Reporting Period**
 - a. If any event described in 1. above occurs, we will provide an Automatic Extended Reporting Period without additional charge. This Automatic Extended Reporting Period starts with the end of the policy period and lasts for 60 days.
 - b. This Automatic Extended Reporting Period does not apply to "Claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims".
 - c. This Automatic Extended Reporting Period may not be canceled.
4. **Optional Extended Reporting Period**
We will issue an optional Extended Reporting Period Endorsement if any event described in 1. above occurs and if the Named Insured shown in the Declarations:
 - (1) Makes a written request to purchase the optional Extended Reporting Period which we receive within 60 days after the end of the policy period; and
 - (2) Promptly pays the additional premium when due.

The optional Extended Reporting Period Endorsement will not take effect unless the additional premium is paid when due. If that premium is paid when due, the endorsement may not be canceled.

The Optional Extended Reporting Period will be for one year, starting with the end of the Automatic Extended Reporting Period of this policy.

The optional Extended Reporting Period Endorsement will also amend paragraph a. of **Condition 3 - Other Insurance** so that the insurance provided during the optional Extended Reporting Period will be specifically excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the Endorsement takes effect.

The premium for the optional Extended Reporting Period Endorsement will not exceed 200% of the annual premium for the Coverage Part to which the Endorsement would be attached and will be fully earned when the Endorsement takes effect.

F. ADDITIONAL CONDITIONS (INCLUDES RESTRICTIONS OR ABRIDGMENTS)

Insurance provided under this Coverage Form is subject to the following conditions:


1. **Duties In The Event Of "Claim" or "Wrongful Act"**
 - a. You shall, as a condition precedent to our obligations under this Coverage Form, give written notice to us as soon as practicable, but no later than 60 days after the expiration of this policy or during any Extended Reporting Period (if applicable), of any "Claim" made against the insured.
 - b. If during the Policy Period or any Extended Reporting Period you shall become aware of any "wrongful acts" which may reasonably be expected to give rise to a "Claim" being made against an insured, you may give written notice to us of the "wrongful acts" and the reasons for anticipating such a "Claim" with full particulars as to dates and persons involved. Any "Claim" which is subsequently made against an insured alleging, arising out of, based upon or attributable to such "wrongful act" shall be considered made at the time such notice of "wrongful acts" was given to us.
 - c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with a "Claim";
 - (2) Authorize us to obtain records and other information relating to such "Claim" and its defense;
 - (3) Cooperate with us in the investigation, settlement, or defense of the "Claim"; and
 - (4) Assist us upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
 - d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, otherwise covered under this Coverage Form, without our consent.

6. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
7. "Personal and advertising injury" means injury including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. Wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 - e. Oral or written publication of material that violates a person's right of privacy.
 - f. The use or another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
8. "Policy period" means the period from the effective date shown on this Coverage Form or the inception date shown in the Declarations, whichever is later, to the expiration date shown in the Declarations or until the termination of the policy or this Coverage Form.
9. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
10. "Employment Practices" means any employment-related "wrongful act", including without limitation:
 - a. Any actual or alleged wrongful dismissal, discharge or termination (either actual or constructive) of employment;
 - b. Employment related misrepresentation;
 - c. Wrongful failure to employ or promote;
 - d. Wrongful deprivation of career opportunity;
 - e. Wrongful discipline;
 - f. Failure to grant tenure or negligent employee evaluation;
 - g. Failure to provide adequate employee policies and procedure;
 - h. Sexual or workplace harassment of any kind, (including the alleged creation of a harassing workplace environment); or
 - i. Unlawful discrimination, (including sexual or workplace harassment or creation of a harassing workplace environment) whether direct, indirect, intentional or unintentional; or
 - j. Breach of any oral or written employment contract or quasi contract.
11. "Suit" means a civil proceeding in which damages because of a "wrongful act" to which this insurance applies are alleged. "Suit" includes an arbitration or mediation proceeding against any insured alleging such damages.
12. "Wrongful act" means any negligent acts, errors, omissions or breach of duty committed by an insured in their capacity as such.
13. "Subsidiary" means:
 - a. Any non-profit organization in which the Named Insured listed in the Declarations has the right to elect or appoint more than fifty percent (50%) of the directors or trustees, and
 - b. Any other organization specifically included as a "subsidiary" by written endorsement to this Coverage Form.

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.

c 09 09 04:48p Stewart Goldenberg
 processed by:
 Flood Insurance Processing Center
 P.O. Box 2057 Kalispell MT 59903-2057
 For payment status, call: (800) 637-3846

970-726-7996 p.1
 POLICY #: 87045287252009

 **FARMERS**
 Fire Insurance Exchange
FLOOD POLICY DECLARATIONS

New Policy
 TYPE: CONDO

POLICY PERIOD: 11/01/2009 to 11/01/2010

These Declarations are effective as of: 11/01/2009 at 12:01 AM

PRODUCER NAME & MAILING ADDRESS



PRODUCER#: 0707329
 STEWART GOLDENBERG
 3000 YOUNGFIELD ST STE 125
 WHEAT RIDGE, CO 80215-6562

INSURED NAME & ADDRESS

OMNICHRON HOA
 PO BOX 3095
 WINTER PARK, CO 80482-3095

Ref: 08808-26923-000

POLICY INFORMATION

PREMIUM PAYOR: Insured

COMMUNITY NAME
 WINTER PARK, TOWN OF

COMMUNITY NUMBER
 0803050994C

INSURED PROPERTY ADDRESS
 HI RISE CONDO BLDG RCBAP
 168 HIGH COUNTRY DRIVE
 WINTER PARK, CO 80482

POLICY TERM: One Year

BUILDING DESCRIPTION
 Other Residential
 Three or More Floors
 No Basement
 High Rise 15 Units

Coverage Limitations May Apply, Refer
 to your Standard Flood Insurance
 Policy for details.

CONTENTS LOCATION
 N/A

Estimated Replacement Cost: \$2,000,000

PROGRAM
 Regular

FLOOD ZONE
 X

CONSTRUCTION
 Pre-Firm
 Construction

COVERAGE & RATING INFORMATION

BUILDING
 Coverage: \$2,000,000
 Deductible: \$10,000
 Rates: 1.060/ .050

CONTENTS
 Coverage: N/A
 Deductible: N/A
 Rates: N/A

PREMIUM PAID
 Premium Subtotal:
 Previous Premium Subtotal:
 ICC Premium:
 CRS Discount:
 Expense Constant:
 Federal Policy Fee:
 Endorsement Amount:

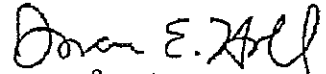
Total Premium:

FIRST MORTGAGEE

SECOND MORTGAGEE

This Declarations Page, in conjunction with the policy, constitutes your Flood Insurance Policy.
 IN WITNESS WHEREOF, we have signed this policy below and hereby enter into this Insurance Agreement.


 Chief Operating Officer
 Fire Insurance Exchange


 Secretary

PRODUCER COPY

EXP

12/03/2009
 3N