

0111-ST-1-1001

## STATE FARM FIRE AND CASUALTY COMPANY

A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

Po Box 2915 Bloomington IL 61702-2915

# Named Insured

AT2

001138 3125 M-15-2595-FB3C F V

SILVER FIRS HOMEOWNERS ASSOCIATION PHASE II C/O PORT GARDNER MANAGEMENT

PO BOX 1007 EVERETT WA 98206-1007

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#### **RENEWAL DECLARATIONS**

Policy Number

98-EX-6180-6

Policy Period 12 Months Effective Date JAN 24 2023 Expiration Date JAN 24 2024

The policy period begins and ends at 12:01 am standard time at the premises location.

Agent and Mailing Address
BRENT WARD INS AGENCY INC
14024 NE 181ST ST STE 101
WOODINVILLE WA 98072-6822

PHONE:

: (425) 488-9100 (425) 485-7303

# **Residential Community Association Policy**

Automatic Renewal - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Entity: Corporation

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

Your premium has increased by \$147.00 since the last term.

POLICY PREMIUM

\$ 12,330.00

Discounts Applied: Renewal Year Claim Record

Prepared NOV 30 2022 CMP-4000

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## RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for SILVER FIRS HOMEOWNERS Policy Number 98-EX-6180-6



#### SECTION I - INFLATION COVERAGE INDEX(ES)

Inflation Coverage Index:

247.6

#### **SECTION I - DEDUCTIBLES**

**Basic Deductible** 

\$1,000

Special Deductibles:

Money and Securities Equipment Breakdown \$250 \$1.000 **Employee Dishonesty** 

\$250

Other deductibles may apply - refer to policy.

## SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See Schedule." If a coverage does not have a corresponding limit shown below, but has "Included" indicated, please refer to that policy provision for an explanation of that coverage.

COVERAGE	LIMIT OF INSURANCE
Collapse	Included
Damage To Non-Owned Buildings From Theft, Burglary Or R	dobbery Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Department Service Charge	\$5,000
Fire Extinguisher Systems Recharge Expense	\$5,000
Glass Expenses	Included



## RENEWAL DECLARATIONS (CONTINUED)

## Residential Community Association Policy for SILVER FIRS HOMEOWNERS Policy Number 98-EX-6180-6 **Policy Number**



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Property Of Others (applies only to those premises provided Coverage B - Business \$2,500 Personal Property)

Signs : \$2,500

Valuable Papers And Records On Premises \$10,000 Off Premises \$5,000

## SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY

The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

COVERAGE				LIMIT OF INSURANCE
Back-Up of Sewer or Drain	6.6			Included
Employee Dishonesty	٠.	200		\$100,000
Loss Of Income And Extra Expense		Actual	Loss Susta	ined - 12 Months

## SECTION II - LIABILITY

COVERAGE	INSURANCE
Coverage L - Business Liability	\$2,000,000
Coverage M - Medical Expenses (Any One Person)	\$5,000
Damage To Premises Rented To You	\$300,000
Directors And Officers Liability	\$2,000,000

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## **RENEWAL DECLARATIONS (CONTINUED)**

Residential Community Association Policy for SILVER FIRS HOMEOWNERS Policy Number 98-EX-6180-6



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## SCHEDULE OF ADDITIONAL INTERESTS

Interest Type: Add Insured-Section !!

Endorsement #: CMP4788

Loan Number: N/A

**EVERETT SCHOOL DISTRICT #2** 

COMMUNITY SERVICES

PO BOX 2098

EVERETT WA

982130098

This policy is issued by the State Farm Fire and Casualty Company.

**Participating Policy** 

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

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Secretary

Michael Tipon



#### STATE FARM FIRE AND CASUALTY COMPANY

A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS INLAND MARINE ATTACHING DECLARATION

Po Box 2915 Bloomington IL 61702-2915

Named Insured

M-15-2595-FB3C F V

SILVER FIRS HOMEOWNERS ASSOCIATION PHASE II C/O PORT GARDNER MANAGEMENT PO BOX 1007 EVERETT WA 98206-1007

**Policy Number** 98-EX-6180-6 **Policy Period** Effective Date **Expiration Date** 12 Months JAN 24 2023 JAN 24 2024 The policy period begins and ends at 12:01 am standard time at the premises location.



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# ATTACHING INLAND MARINE

Automatic Renewal - If the policy period is shown as 12 months , this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

**Annual Policy Premium** 

Included

The above Premium Amount is included in the Policy Premium shown on the Declarations.

Your policy consists of these Declarations, the INLAND MARINE CONDITIONS shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

## Forms, Options, and Endorsements

FE-8724 FE-8744.1 Inland Marine Conditions

Inland Marine Computer Prop

See Reverse for Schedule Page with Limits

Prepared NOV 30 2022 FD-6007

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# IMPORTANT NOTICE

# Regarding Changes to Your Policy



CMP-4247.2 AMENDATORY ENDORSEMENT (Washington) is added to your State Farm® policy and replaces CMP-4247.1 AMENDATORY ENDORSEMENT (Washington).

Editorial changes have been made to the following provisions:

- SECTION I AND SECTION II COMMON POLICY CONDITIONS, Cancellation
- SECTION I AND SECTION II COMMON POLICY CONDITIONS, When We Do Not Renew

The endorsement follows this notice. Please read the endorsement and place it with your policy. If you have any questions, please contact your State Farm agent.

DISCLAIMER: This notice only provides a general summary of changes to your State Farm policy. This notice is not a statement of contract. This notice does not change, modify, or invalidate the provisions, terms, or conditions as set forth in your State Farm policy booklet, the most recently issued declarations, and any applicable endorsements.

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

# AMENDATORY ENDORSEMENT (Washington)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

- A. SECTION I is amended as follows:
  - Paragraphs 1. and 8. under Property Not Covered of SECTION I PROPERTY is replaced by the following:
    - 1. Aircraft, automobiles, motor trucks, or other vehicle subject to licensing requirements.
      - "Computer(s)" which are permanently installed or designed to be permanently installed in any aircraft, watercraft, motor truck or other vehicle subject to licensing requirements. This paragraph does not apply to "computer(s)" while held as "stock":
  - The last paragraph under Paragraph 2.1. of SECTION I EXCLUSIONS is replaced by the following:
    - But if an excluded cause of loss that is listed in Paragraphs (1) through (7) above results in an accidental direct physical loss by any of the "specified causes of loss", building glass breakage or collapse, as provided in SECTION I - EXTEN-SIONS OF COVERAGE, we will pay for the loss caused by that "specified causes of loss", building glass breakage or collapse.
  - 3. Paragraphs 4.b., 4.c. and 4.d.(1) under Collapse of SECTION I EXTENSIONS OF COVERAGE are replaced by the following:
    - b. We will pay for accidental direct physical loss to Covered Property, caused by collapse of a building or any part of a building that is insured under this coverage form or that contains Covered Property insured under this coverage form, if the collapse is caused by one or more of the following:
      - (1) The "specified causes of loss" or breakage of building glass, all only as insured against in this coverage form;
      - (2) Weight of people or personal property;
      - (3) Weight of rain that collects on a roof; or
      - (4) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation. However, if the collapse occurs after construction, remodeling or renovation is complete and is caused in part by a cause of loss listed in Paragraphs (1) through (3), we

CMP-4247.2C Page 3 of 5

- (a) Remove the ash, dust or particulate matter from the interior and exterior surfaces of the covered building:
- (b) Clean equipment and stock. If stock cannot be returned to its state before the volcanic eruption, the measure of loss will be the reduction in actual cash value.

Payment for removal applies only to the initial deposit of ash, dust or particulate matter following a volcanic eruption. Subsequent deposits arising from the movements of volcanic dust or ash by wind or other means are not covered.

- (4) Does not include loss caused by, resulting from, contributed to or aggravated by:
  - (a) Fire:
  - (b) Explosion;
  - (c) Flood, surface water, waves, tides, tidal waves, tsunami, seiche, overflow of any body of water, or their spray, all whether driven by wind or not; or
  - (d) Earth movement, as described in Paragraph 1.b. of SECTION I EXCLUSIONS.
- 6. Throughout SECTION I, the term "vehicles" means vehicles running on land or tracks, but not aircraft.
- B. SECTION II is amended as follows:
  - Throughout SECTION II and any endorsement or addition that would modify this section, the term "spouse" is replaced with the following:

Spouse or individual who is in a domestic partnership recognized under Washington law

Paragraph 5. Employer's Liability of SECTION II - EXCLUSIONS applies only to "bodily injury" to "employees" of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title

With respect to "bodily injury" to "employees" of the insured whose employment is subject to the Industrial Insurance Act of Washington, paragraph 5., is replaced by the following:

- 5. Employer's Liability
  - a. "Bodily injury" to an "employee" or a former "employee" of the insured arising out of and in the course of:
    - Employment by the insured; or
    - (2) Performing duties related to the conduct of the insured's business.
  - b. Any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

Paragraph 2.a.(1) of SECTION II - WHO IS AN INSURED applies only to "employees" of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

With respect to "employees" of the insured whose employment is subject to the Industrial Insurance Act of Washington, Paragraph 1.b.(1)(a) is replaced by the following:

- (a) "Bodily injury" or "personal and advertising injury":
  - To you, to your partners or members (if you are a partnership or joint venture), to your members (if you're a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business; or
  - For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph i. above.
- C. SECTION I AND SECTION II COMMON POLICY CONDITIONS is amended as follows:
  - The following is added to 2, Concealment, Misrepresentation Or Fraud:

If the loss is also the result of an act of domestic abuse by you, this policy is not void as to any other insured provided that the other insured files a police report, cooperates with any law enforcement investigation relating to the act of domestic abuse and did not cooperate in or contribute to the loss.





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- (b) Without reasonable explanation, progress toward completion of permanent repairs to the structure has not occurred within 60 days after receipt of funds following satisfactory adjustment or adjudication of loss resulting from a fire:
- (c) Because of its physical condition, the structure is in danger of collapse:
- (d) Because of its physical condition, a vacation or demolition order has been issued for the structure, or it has been declared unsafe in accordance with applicable law,
- Fixed and salvageable items have been removed from the structure, indicating an intent to vacate the structure;
- (f) Without reasonable explanation, heat, water, sewer, and electricity are not furnished for the structure for 60 consecutive days: or
- (g) The structure is not maintained in substantial compliance with fire, safety and building codes.
- (2) 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
- (3) 45 days before the effective date of cancellation if we cancel for any other reason.
- Notice of cancellation will state the actual reason for and effective date of cancellation. The policy period will end on that date.
- We will also provide to any mortgageholder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, notice of cancellation prior to the effective date of cancellation. If cancellation is for reasons other than those contained in Paragraph b.(1) above, this notice will be the same as that provided to the first Named Insured. If cancellation is for a reason contained in Paragraph b.(1) above, we will provide this notice at least 20 days prior to the effective date of cancellation.
- If this policy is cancelled, we will send the first Named Insured any premium refund due. The refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.
- If this policy insured more than one Named Insured, then the first Named Insured may affect cancellation for the account of all insureds.

### When We Do Not Renew

- If we decide not to renew this policy, we will provide to the first Named Insured shown in the Declarations and the first Named Insured's agent notice of the nonrenewal at least 45 days before the:
  - Expiration of the policy; or
  - (2) Anniversary date of this policy if this policy has been written for a term of more than one year.

We will provide our notice to the first Named Insured's and the first Named Insured's agent. We will also provide to any mortgageholder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, notice of nonrenewal. The notice will state the reason for nonrenewal.

- b. Otherwise, we will renew this policy unless:
  - (1) The first Named Insured fails to pay the renewal premium after we have expressed our willingness to renew. including a statement of the renewal premium, to the first Named Insured and the first Named Insured's insurance agent or broker, at least 20 days before the expiration date;
  - (2) Other coverage acceptable to the insured has been procured prior to the expiration date of the policy; or
  - (3) The policy clearly states that it is not renewable, and is for a specific line, subclassification, or type of coverage that is not offered on a renewable basis.

All other policy provisions apply.

CMP-4247.2

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point of that system or appliance from which the water or other substance escaped.

We will not pay the cost to repair any defect that caused the loss; but we will pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage:

- a. Results in discharge of any substance from an automatic fire protection system; or
- b. Is directly caused by freezing.

The amount we pay under this Extension of Coverage will not increase the applicable Limit of Insurance.

c. Paragraph 13. is replaced by the following:

## 13. Personal Property Off Premises

You may extend the insurance provided by this coverage form to apply to Covered Property, other than "money" and "securities", "valuable papers and records", or accounts receivable, while it is in the course of transit or at another premises. The most we will pay for loss in any one occurrence under this Extension Of Coverage is the Limit Of Insurance for Personal Property Off Premises shown in the Declarations.

The amount we pay under this Extension Of Coverage is an additional amount of insurance.

If the Covered Property is located at another premises you own, lease, operate, or regularly use, the insurance provided under this extension applies only if the loss occurs within 90 days after the property is first moved.

The Other Insurance Condition contained in SECTION I AND SECTION II - COMMON POLICY CONDITIONS does not apply to this Extension Of Coverage. The insurance provided under this Extension Of Coverage is primary and does not contribute with any other insurance.

d. The following is added to Paragraph 22.e. under Equipment Breakdown:

Paragraph 5.b. under Coverage B - Business Personal Property is replaced by:

- b. Be your responsibility to maintain or insure according to the terms of your lease or rental agreement.
- The following is added:

You may extend the insurance provided by this coverage form to apply to Business Personal Property, other than "money" and "securities", "valuable papers and records", or accounts receivable, while temporarily stored in a portable storage unit (including a detached trailer) located within 100 feet of the described premises. The most we will pay for loss under this Extension Of Coverage is \$10,000.

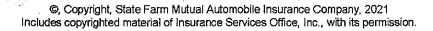
The amount we pay under this Extension Of Coverage will not increase the applicable Limit Of Insurance.

Coverage will end 90 days after Business Personal Property has been placed in the storage unit. Coverage does not apply if the storage unit itself has been in use at the described premises for more than 90 consecutive days, even if the Business Personal Property has been stored there for 90 or fewer days at the time of loss.

- SECTION II LIABILITY is amended as follows:
  - Section II Exclusions is amended as follows:
    - (1) The following is added to Paragraph 3. Liquor Liability:

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by an insured, or providing or failing to provide transportation with respect to any person that may be under the influence of alcohol if the "occurrence" which caused the "bodily injury" or "property damage" involved that which is described in Paragraph 3.a.

- (2) Paragraph 8.f. under Aircraft, Auto Or Watercraft is replaced by the following:
  - "Bodily injury" or "property damage" arising out of:
    - (1) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged:
    - The operation of any of the following machinery or equipment:
      - (a) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and



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- (b) The spouse, child, parent, brother, or sister of that co-"employee" as a consequence of Paragraph (a) above;
- The owner of a "non-owned auto" or any agent of or any person or entity employed by such owner.
- Paragraph 2.b. under Financial Responsibility Laws of SECTION II - GENERAL CONDI-TIONS does not apply.
- SECTION II DEFINITIONS is amended as folows.
  - (1) Paragraph 2. is replaced by the following:
    - "Auto" means:
      - a. A land motor vehicle, trailer, or semitrailer designed for travel on public roads, including any attached machinery or equipment:
      - Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

(2) The following is added to Paragraph 15. "mobile equipment":

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".

The following is added to SECTION I AND SECTION II -**COMMON POLICY CONDITIONS:** 

## Our Rights Regarding Claim Information

We will collect, receive, obtain, use, and retain all the items described in Paragraph b.(1) below and use and retain the information described in Paragraph b.(3)(b) below, in accordance with applicable federal and state laws and regulations and consistent with the performance of our business functions.

claim or cause of action arising out of any communication referenced in Paragraphs a. or b. above.

- b. Paragraph 1.d.(2) under Coverage M Medical Expenses of SECTION II - MEDICAL EXPENSES is replaced by the following:
  - Executes authorization to allow us to obtain copies of medical bills, medical records, and any other information we deem necessary to substantiate the claim.

Such authorizations must not:

- (a) Restrict us from performing our business functions in:
  - Obtaining records, bills, information, and data; or
  - ii. Using or retaining records, bills, information, and data collected or received by us;
- (b) Require us to violate federal or state laws or regulations;
- (c) Prevent us from fulfilling our data reporting and data retention obligations to insurance regulators; or
- Prevent us from disclosing claim information and data:
  - To enable performance of our business functions:
  - To meet our reporting obligations to insurance regulators;
  - iii. To meet our reporting obligations to insurance data consolidators; and
  - iv. As otherwise permitted by law.

If the holder of the information refuses to provide it to us despite the authorization, then at our request the person making claim or his or her legal representative must obtain the information and promptly provide it to us: and

- SECTION II WHO IS AN INSURED is amended as follows:
  - (1) Paragraph 1.c. does not apply.
  - (2) Paragraphs 2.b.(1) and (4) are replaced by the following:
    - (1) "Employees" with respect to "bodily injury" to:
      - (a) Any co-"employee" arising out of and in the course of the co-"employee's" em-



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## IMPORTANT NOTICE

# Regarding Changes to Your Policy



FE-3661 ACTUAL CASH VALUE ENDORSEMENT is added to your State Farm® policy and replaces FE-3650 ACTUAL CASH VALUE ENDORSEMENT.

Note the following changes to your policy. Changes that broaden coverage without additional premium are effective immediately on the date first adopted in your state. All other changes are effective with this policy term:

**DEFINITIONS**, the definition of actual cash value has been revised to remove reference to labor as a component in the calculation of pre-loss depreciation.

The endorsement follows this notice. Please read the endorsement and place it with your policy. If you have any questions, please contact your State Farm agent.

DISCLAIMER: This notice only provides a general summary of changes to your State Farm policy. This notice is not a statement of contract. This notice does not change, modify, or invalidate the provisions, terms, or conditions as set forth in your State Farm policy booklet, the most recently issued declarations, and any applicable endorsements.

## FE-3661 ACTUAL CASH VALUE ENDORSEMENT

The following is added to any provision which uses the term "actual cash value":

Actual cash value means the value of the damaged part of the property at the time of loss, calculated as the estimated cost to repair or replace such property, less a deduction to account for pre-loss depreciation. For this calculation, to the extent permitted by applicable law, all components of this estimated cost are subject to depreciation, including, but not limited to, materials (including any tax) and overhead and profit.

The depreciation deduction may include such considerations as:

- 1. age;
- 2. condition;
- reduction in useful life;
- obsolescence; and
- any pre-loss damage including wear, tear, or deterioration;

of the damaged part of the property.

All other policy provisions apply.

FE-3661

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