

Po Box 853925
Richardson, TX 75085-3925

Named Insured

AT2
001060 3125 M-14-9319-FC21 F V
VISTA DEL VERDE COMMUNITY
ASSOCIATION
PO BOX 44
LEES SUMMIT MO 64063-0044



Policy Number	95-EN-0285-9	
Policy Period	Effective Date	Expiration Date
12 Months	APR 9 2020	APR 9 2021
The policy period begins and ends at 12:01 am standard time at the premises location.		

Agent and Mailing Address

BERRY JENNINGS
520 SE 291 HWY
LEES SUMMIT MO 64063-4302

PHONE: (816) 524-8600

0105-ST-0001

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: HOMEOWNERS ASSOCIATION

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

POLICY PREMIUM \$ 3,648.00

Discounts Applied:
Renewal Year
Claim Record

State Farm at CityLine Telephone Number: 855-760-9031

Prepared
JAN 30 2020
CMP-4000

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RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for VISTA DEL VERDE COMMUNITY
 Policy Number 95-EN-0285-9

This Policy does not provide any SECTION I - PROPERTY coverage

SECTION II - LOCATION SCHEDULE

Location Number	Location of Described Premises
001	8TH ST TO 5TH ST AND COUNTRY LANE LEES SUMMIT MO 64063

SECTION II - LIABILITY

JAN 30 2020

COVERAGE	LIMIT OF INSURANCE
Coverage L - Business Liability	\$1,000,000
Coverage M - Medical Expenses (Any One Person)	\$5,000
Damage To Premises Rented To You	\$300,000
Directors And Officers Liability	\$1,000,000
AGGREGATE LIMITS	LIMIT OF INSURANCE
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000
Directors and Officers Aggregate	\$1,000,000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for VISTA DEL VERDE COMMUNITY
Policy Number 95-EN-0285-9



Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM 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 AND ENDORSEMENTS

CMP-4100	Businessowners Coverage Form
CMP-4225.2	*Amendatory Endorsement
FE-6999.2	*Terrorism Insurance Cov Notice
CMP-4814	Directors & Officers Liability
CMP-4550	Residential Community Assoc
CMP-4746.1	Hired Auto Liability
CMP-4561.1	Policy Endorsement
	* New Form Attached

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.

Lynne M. Yowell
 Secretary

Michael J. Lipson
 President

Prepared
 JAN 30 2020
 CMP-4000

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RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for VISTA DEL VERDE COMMUNITY
Policy Number 95-EN-0285-9

NOTICE TO POLICYHOLDER:

For a comprehensive description of coverages and forms, please refer to your policy.

Policy changes requested before the "Date Prepared", which appear on this notice, are effective on the Renewal Date of this policy unless otherwise indicated by a separate endorsement, binder, or amended declarations. Any coverage forms attached to this notice are also effective on the Renewal Date of this policy.

Policy changes requested after the "Date Prepared" will be sent to you as an amended declarations or as an endorsement to your policy. Billing for any additional premium for such changes will be mailed at a later date.

If, during the past year, you've acquired any valuable property items, made any improvements to insured property, or have any questions about your insurance coverage, contact your State Farm agent.

Please keep this with your policy.

Your coverage amount....

It is up to you to choose the coverage and limits that meet your needs. We recommend that you purchase a coverage limit equal to the estimated replacement cost of your structure. Replacement cost estimates are available from building contractors and replacement cost appraisers, or, your agent can provide an estimate from Xactware, Inc.[®] using information you provide about your structure. We can accept the type of estimate you choose as long as it provides a reasonable level of detail about your structure. State Farm[®] does not guarantee that any estimate will be the actual future cost to rebuild your structure. Higher limits are available at higher premiums. Lower limits are also available, as long as the amount of coverage meets our underwriting requirements. We encourage you to periodically review your coverages and limits with your agent and to notify us of any changes or additions to your structure.

JAN 30 2020

IMPORTANT NOTICE

Effective with this policy term, **CMP-4225.2 AMENDATORY ENDORSEMENT (Missouri)** replaces **CMP-4225.1 AMENDATORY ENDORSEMENT (Missouri)**.

This notice summarizes the changes being made to your policy. Please read the new endorsement carefully and note the following changes:

- **SECTION I – CONDITIONS:** The **Legal Action Against Us** condition is revised to state that any action against us must be started within ten years after the cause of action accrues.

Endorsement **CMP-4225.2** follows this notice. Please read it thoroughly and place it with your policy. If you have any questions about the information in this notice, please contact your State Farm® agent.

This notice is a general description of coverage and/or coverage changes and is not a statement of contract. This message does not change, modify, or invalidate any of the provisions, terms, or conditions of your policy, or any other applicable endorsements.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT (Missouri)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

1. **SECTION I** is amended as follows:

- a. Paragraph 1.b. of **SECTION I – CONDITIONS** is replaced by the following:

b. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. Each party will notify the other of the selected appraiser's identity within 20 days after receipt of the written demand for appraisal. The two appraisers will select an umpire. If the appraisers cannot agree upon an umpire within 15 days, either may request that selection be made by a judge of a court of record in the state and county (or city if the city is not within a county) in which the property covered is located. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. The umpire shall make an award within 30 days after the umpire receives the appraisers' submissions of their differences. A decision agreed to by any two will be binding. Each party will:

- (1) Pay its chosen appraiser; and
- (2) Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

- b. Paragraph 1.d. of **SECTION I – CONDITIONS** is replaced by the following:

d. Legal Action Against Us

No one may bring a legal action against us under this insurance unless:

- (1) There has been full compliance with all of the terms of this insurance; and
- (2) The action is brought within ten years after the cause of action accrues.

- c. In the event of partial loss to Covered Property that is caused by or results from fire, and is covered by this policy, Paragraph e.(1) under Loss Payment of **SECTION I – CONDITIONS** is replaced by the following:

- (1) At your option, we will either:

- (a) Pay you an amount of money equal to the damage done; or
- (b) Repair the damage, so that the property is in as good a condition as before the fire.

But we will not pay more than the Limit of Insurance.

- d. Paragraph e.(2) under Loss Payment of **SECTION I – CONDITIONS** is replaced by the following:

- (2) In the event of any loss covered by this policy, we will give you notice, within 15 working days after



we receive a properly executed proof of loss, that we:

- (a) Accept your claim;
- (b) Deny your claim; or
- (c) Need more time to determine whether your claim should be accepted or denied.

If we deny your claim, such notice will be in writing, and will state any policy provision, condition or exclusion used as a basis for the denial.

If we need more time to determine whether your claim should be accepted or denied, the written notice will state the reason(s) why more time is needed.

If we have not completed our investigation, we will notify you again in writing, within 45 days after the date the initial notice is sent as provided in Paragraph (2)(c) above and thereafter every 45 days. The written notice shall state why more time is needed to investigate your claim.

If we have not completed our investigation, we will notify you again in writing, within 45 days after the date the initial notice is sent as provided in Paragraph (2)(c) above and thereafter every 45 days. The written notice shall state why more time is needed to investigate your claim.

2. SECTION II is amended as follows:

- a. Paragraph 1. b. of Coverage M – Medical Expenses is replaced by the following:
 - b. The expenses are incurred and reported to us within one year of the date of the accident. However, expenses reported to us after one year of the date of the accident will not be denied solely because of the late submission, unless such late submission operates to prejudice our rights;

3. SECTION I AND SECTION II – COMMON POLICY CONDITIONS is amended as follows:

- a. The SECTION I – PROPERTY section under Paragraph 7. Other Insurance is replaced by the following:

SECTION I – PROPERTY

We shall not be liable for a greater proportion of any loss than the amount hereby insured shall bear to the whole insurance covering the property against the peril involved, whether collectible or not.

- b. Paragraph 8. is replaced by the following:

8. Premiums

- a. The first Named Insured shown in the Declarations:

- (1) Is responsible for the payment of all premiums; and
- (2) Will be the payee for any return premiums we pay.

- b. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

- c. Unless otherwise provided by an alternative payment plan in effect with “State Farm Companies”, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:

- (1) Paid to us prior to the anniversary date; and
- (2) Determined in accordance with Paragraph b. above.

Our forms then in effect will apply.

- d. Undeclared exposures or change in your business operation, acquisition or use of premises may occur during the policy period that are not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

When you request changes to this policy, or the information or factors used to calculate the premium for this policy changes during the policy period, we may adjust the premium in accordance with the change during the policy period and you must pay any additional premium due within the time we specify.

- e. The premium for this policy may vary based upon:

- (1) The purchase of other insurance from the “State Farm Companies”;
- (2) The purchase of products or services from an organization that has entered into an agreement or contract with the “State Farm Companies”. The “State Farm Companies” do not warrant the merchantability, fitness, or quality of any product or service offered or provided by that organization; or



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- (3) An agreement, concerning the insurance provided by this policy, that the "State Farm Companies" has with an organization in which you have a membership, or of which you are a subscriber, licensee, or franchisee.
- f. Your purchase of this policy may allow:
- (1) You to purchase or obtain certain coverages, coverage options, coverage deductibles, coverage limits, or coverage terms on other products from the "State Farm Companies", subject to their applicable eligibility rules; or
 - (2) The premium or price for other products or services purchased by you, including non-insurance products or services, to vary. Such other products or services must be provided by the "State Farm Companies" or by an organization that has entered into an agreement or contract with the "State Farm Companies". The "State Farm Companies" do not warrant the merchantability, fitness or quality of any product or service offered or provided by that organization.
- c. Paragraph 11. is replaced by the following:
- 11. Transfer Of Your Rights And Duties Under This Policy**
- a. Transfer By Beneficiary Deed**
- If you convey real property insured under this policy to a person (known as a grantee beneficiary) designated under a beneficiary deed, which has been properly recorded prior to your death, that person will have your rights and duties with respect to the insured real property, but only for the period from the date of your death until the first of the following occurs:
- (1) A period of 30 days from the date of your death;
 - (2) The date that alternative coverage is obtained on your property; or
 - (3) The end of the policy period as shown in the Declarations.
- b. Transfer By Other Means Following Death**
- If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties, but only with respect to that property. Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.
- d. The following is added:
- Cancellation**
- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
 - b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the actual reason for cancellation, at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
 - (2) 30 days before the effective date of cancellation if cancellation is for one or more of the following reasons:
 - (a) Fraud or material misrepresentation affecting this policy or a claim filed under this policy or a violation of any of the terms or conditions of this policy;
 - (b) Changes in conditions after the effective date of this policy which have materially increased the risk assumed;
 - (c) We become insolvent; or
 - (d) We involuntarily lose reinsurance for this policy.
 - (3) 60 days before the effective date of cancellation if we cancel for any other reason.
 - c. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
 - d. 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.
 - e. 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.
 - f. If this policy insured more than one Named Insured:

- (1) The first Named Insured may affect cancellation for the account of all insureds; and
- (2) Our notice of cancellation to the first Named Insured is notice to all insureds. Payment of unearned premium to the first Named Insured is for the account of all interests therein.

When We Do Not Renew

- a. We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice
- (2) If the condominium is terminated, we will pay for covered loss to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear. In all other respects, we will pay for loss to buildings or structures to you or the designated insurance trustee in accordance with the Loss Payment Condition.
- b. Paragraph 2.b.(6) and 2.b.(7) under Mortgageholders of SECTION I – CONDITIONS are replaced by the following:
 - (6) If we cancel this policy, we will give written notice to the mortgageholder at least 30 days before the effective date of cancellation.
 - (7) If we elect not to renew this policy, we will give written notice to the mortgageholder at least 30 days before the expiration date of this policy.

of nonrenewal, stating the actual reason for nonrenewal, at least 60 days prior to the effective date of the nonrenewal.

- b. If notice is mailed, proof of mailing will be sufficient proof of notice.

4. THE FOLLOWING ADDITIONAL PROVISIONS ARE ONLY APPLICABLE TO POLICIES INSURING CONDOMINIUMS:

- a. Paragraph 2.b.(2) under Mortgageholders of SECTION I – CONDITIONS is replaced by the following:

- c. The following is added to SECTION I AND SECTION II – COMMON POLICY CONDITIONS:

Unit-Owner Acts Or Omissions

No act or omission by any unit-owner will void the policy or be a condition to recovery under this policy. But this does not apply to unit-owners acting within the scope of their authority on behalf of the association.

- d. Paragraph b. under Cancellation, above, of SECTION I AND SECTION II – COMMON POLICY CONDITIONS is replaced by the following:

- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of the cancellation at least 30 days before the effective date of the cancellation.

All other policy provisions apply.

MISSOURI PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION COVERAGE LIMITATIONS

1. Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association), the Association will pay claims covered under the Act if we become insolvent.
2. The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions of the Act:
 - a. Claims covered by the Association do not include a claim by or against an insured of an insolvent insurer, if the insured has a net worth of more than \$25 million on the later of the end of the insured's most recent fiscal year or the December thirty-first of the year next preceding the date the insurer becomes insolvent; provided that an insured's net worth on such date shall be deemed to include the aggregate net worth of the insured and all of its affiliates as calculated on a consolidated basis.
 - b. Payments made by the Association for covered claims will include only that amount of each claim which is less than \$300,000.

However, the Association will not:

- (1) Pay an amount in excess of the applicable limit of insurance of the policy from which a claim arises; or
- (2) Return to an insured any unearned premium in excess of \$25,000.

These limitations have no effect on the coverage we will provide under this policy.

CMP-4225.2

In accordance with the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015, this disclosure is part of your policy.

FE-6999.2 POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is not excluded from your current policy. However your policy does contain other exclusions which may be applicable, such as an exclusion for nuclear hazard. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been 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. Under this policy, any covered losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on

January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019; and 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

There is no separate premium charged to cover insured losses caused by terrorism. Your insurance policy establishes the coverage that exists for insured losses. This notice does not expand coverage beyond that described in your policy.

THIS IS YOUR NOTIFICATION THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER YOUR POLICY MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE YOUR COVERAGE.

FE-6999.2



