# Sunny Brook Farms HOA Meeting Agenda

January 19th, 2023 6:30 pm

Type of Meeting: Subdivision Meeting

Location: Rock Community Fire Station #5

- I. Call to order
- II. Roll call
- III. Approve Minutes from previous meeting
- IV. Approve Financials from previous quarter
- V. Reconciled Items approvals outside of meeting
- VI. Open issues
- VII. New business
- VIII. Resident Comments/Concerns
  - IX. Executive Session
  - X. Adjournment

#### Sunny Brook Farms Association Meeting Minutes

Board of Directors Meeting- October 20th, 2022

1. <u>Call to order:</u> 6:30 PM, In attendance- Andrew Helgeson, Natalie Ventimiglia, Rachel Weber, Jose Ochoa, and Tom Brinkmeyer (Trustees), 7 residents in attendance, 2 non-resident guests

#### 2. Agenda:

- Approval of the Minutes from 7-21-2022 meeting. Motion by Ventimiglia, 2<sup>nd</sup> Ochoa
- Approval of Financials from July, August, and September. Motion by Helgeson, seconded by Ventimiglia
- We are doing well financially, collected nearly \$18,000 in delinquent payments this past year.
- Non-residents Jim and Peggy Thacker came to the meeting to ask approval of modifying the curb entering Kelly Dr which the board and residents present at the last meeting unanimously voted against. Mr. Thacker claims that the curb is 4-1/2 inches tall, and he has never seen another subdivision without a smooth transition between roads, but it's been that way for 30 years. He wants to trim down the curb 2 inches. He says it doesn't need to be that high and he will trim it down himself. He said "I don't think it is possible for you to keep me from bring my new car home. I really don't want to go into legalities about it." HOA explained to him why we voted against it. Concerns are water flow and concerns of other residents wanting to make modifications. Mr. Thacker guarantees that water on the street is never 2 inches high, yet the residents present said it does get that high. Mr. Thacker says that he has permission of the other residents on "his" road to make this change. He said he should have dealt this huge inconvenience years ago, but he "dealt" with it, but now he wants to buy a new corvette, and he can't bring it home. A resident at the meeting said they have a corvette and the same curb, but Mr. Thacker says you don't have a "C8 corvette." When asked about code, Mr. Thacker said "It's not rocket science. It has to be done." Jeffco says that it is up to the HOA to decide. The board insisted that we have an engineered drawing that's up to code and determine liability for anything that can happen after a modification. One resident said that the board has a fiduciary responsibility to the association.
- Reconciled items:
- Approval by the board to do a reserve study for \$2400. A company comes in and assesses what we should have in reserve over the next 20 years. We felt this was necessary to avoid any future special assessments. We want the professional results so we know what our annual assessment should be.
- Approval of 2 additional stop signs at Sun Tide and Sunny Brook Dr. and at Sunny Brook Dr. and Sunny Brook
   Ct. We did not take the recommendation for the stop sign at the top of the hill at Kleinschmidt.
- 2 Requests for exterior work, any changes to exterior work needs to come through the HOA. Response time has been in a day or two.
- We approved the county to do snow removal for this year. We planned on keeping our snowplow private because we were happy with 4-way Snow Plow, but we found out that they went out of business. We investigated other private companies. The price was comparable, but we found out that most subdivisions that Jeffco maintains use their plowing service. We didn't want to tie ourselves to a two year contract without trying the free service for a year and reassess next year. We will save approximately 8-10 thousand dollars this year by using their service.

#### Open issues:

- The board has met two times to review and update our indentures. Residents should look meetings next year for people to come to discuss rule changes and look over the draft. Our rules are old and need to be updated. One rule is pertaining to limiting the number of rental properties in the neighborhood.
- We got a letter from the county that explains that speed humps go against county code and are not allowed.
- We can call the sheriff office to ask them to enforce our new stop signs and speed limit.
- We discussed the possibility of renting or purchasing a speed limit monitoring trailer to use to curb speeding.
- We discussed additional communication of reminders of not speeding, not parking on the street (especially during snow removal), not littering, etc.
- New Business:
- Reserve study is expected to be completed by the next meeting.

- Assessment paperwork is signed and sent into City and Village to get the assessment mailed out in January. March 1<sup>st</sup> is the due date and April 1<sup>st</sup> is the delinquent date.
- Question about work on the roads: When will it get started? It's going to take a couple of years before starting complete replacement. Patch work will be done until that happens.
- Have we started the lighting yet? We talked to Ameren. It was about \$1600 to update with LED lights. We can go solar but not through Ameren. Additional lights have been requested. We must trench for the wire, but Ameren will put the pole in.
- 3. Scheduled next meeting: ??? 6:30 pm @Rock Community Fire Station #5
- 4. Went to executive session at 7:54 pm

Adjournment at 8:30 pm

## Trustees of Sunny Brook Farm Income & Disbursement Statement 10/01/2022 through 10/31/2022

**Account Name: Primary** 

		10/01/2022 through 1	0/31/2022	YTD	
Beginniı	ng Balance		\$27,109.12		\$18,315.07
Receipts	5				
0009	Legal and Costs Recovered	\$0.00		\$131.75	
0012	Trustee Assessment	\$301.00		\$19,200.00	
0014	Miscellaneous	\$0.00		\$170.00	
0027	Recording & Releasing	\$55.00		\$385.00	
0031	Late Fees	\$269.00		\$3,969.00	
	Total Receipts	_	\$625.00		\$23,855.75
Disburs	ements				
1100	Legal Services	\$0.00		-\$1,203.26	
1200	General Liability Insurance	\$0.00		-\$799.00	
2000	Common Ground Maintenance	\$0.00		-\$905.00	
2010	Snow Removal	\$0.00		-\$5,110.00	
2565	Subdivision Signs & Posts	\$0.00		-\$381.85	
3500	Reserve Study	-\$1,200.00		-\$1,200.00	
3605	Postoffice Box Rental	\$0.00		-\$232.00	
3710	Website Expenses	\$0.00		-\$120.00	
5500	Electric Expenses	-\$360.16		-\$3,530.80	
5700	Postage	\$0.00		-\$178.06	
5720	Office and Copy Supplies	\$0.00		-\$83.37	
5725	Recording Fees	-\$54.00		-\$486.00	
5900	Collection Fee	-\$45.60		-\$1,867.12	
	<b>Total Disbursements</b>		-\$1,659.76		-\$16,096.46
Ending I	Balance		\$26,074.36		\$26,074.36

## Trustees of Sunny Brook Farm Income & Disbursement Statement 10/01/2022 through 10/31/2022

**Account Name: Primary** 

#### Receipts

Date	Deposit/Check #	Received From/PayableTo	Amount	<b>Posting Code</b>
	Collection	Trustee Assessment	\$301.00	0012
	Collection	Late Fees	\$269.00	0031
	Collection	Recording & Releasing	\$55.00	0027
		Total Receipts	\$625.00	

#### **Disbursements**

Date	Deposit/Check #	Received From/PayableTo	Amount	Posting Code
10/11/2022	31950336	Ameren Missouri	-\$360.16	5500
10/11/2022	31950337	Criterium Hardy Engineers	-\$1,200.00	3500
10/24/2022	EFT	City & Village Tax Office LLC	-\$54.00	5725
10/31/2022	00007807	City & Village Tax Office, L.L.C.	-\$45.60	5900
		Total Disbursements	-\$1,659.76	

#### **Trustees of Sunny Brook Farm Income & Disbursement Statement** 10/01/2022 through 10/31/2022

Dep. #	Trustee Assessment	01/01/2019 to 12/31/2019	
19-10/22CC	Late Fees		149.00
19-10/22CC	Trustee Assessment		101.00
			250.00
υep. #	Trustee Assessment	01/01/2022 to 12/31/2022	
	Late Fees		120.00
43-10/22ACH			
•	Recording & Releasing		55.00
43-10/22ACH 43-10/22ACH 43-10/22ACH	Recording & Releasing Trustee Assessment		55.00 200.00

<u>Totals</u>

Late Fees: \$269.00
Recording & Releasing: \$55.00
Trustee Assessment: \$301.00

## Trustees of Sunny Brook Farm Income & Disbursement Statement 11/01/2022 through 11/30/2022

**Account Name: Primary** 

		11/01/2022 through 11/30/	'2022 YTD	
Beginni	ng Balance	\$26,0	74.36	\$18,315.07
Receipts	S			
0009	Legal and Costs Recovered	\$0.00	\$131.75	
0012	Trustee Assessment	\$0.00	\$19,200.00	
0014	Miscellaneous	\$0.00	\$170.00	
0027	Recording & Releasing	\$110.00	\$495.00	
0031	Late Fees	\$215.00	\$4,184.00	
	Total Receipts	\$3	25.00	\$24,180.75
Disburs	ements			
1100	Legal Services	\$0.00	-\$1,203.26	
1200	General Liability Insurance	\$0.00	-\$799.00	
2000	Common Ground Maintenance	\$0.00	-\$905.00	
2010	Snow Removal	\$0.00	-\$5,110.00	
2565	Subdivision Signs & Posts	\$0.00	-\$381.85	
3500	Reserve Study	\$0.00	-\$1,200.00	
3605	Postoffice Box Rental	\$0.00	-\$232.00	
3710	Website Expenses	\$0.00	-\$120.00	
5500	Electric Expenses	-\$361.41	-\$3,892.21	
5700	Postage	\$0.00	-\$178.06	
5720	Office and Copy Supplies	\$0.00	-\$83.37	
5725	Recording Fees	-\$54.00	-\$540.00	
5900	Collection Fee	-\$17.20	-\$1,884.32	
	<b>Total Disbursements</b>	-\$4	32.61	-\$16,529.07
Ending	Balance	\$25,9	66.75	\$25,966.75

## Trustees of Sunny Brook Farm Income & Disbursement Statement 11/01/2022 through 11/30/2022

**Account Name: Primary** 

#### Receipts

Date	Deposit/Check #	Received From/PayableTo	Amount	<b>Posting Code</b>
	Collection	Late Fees	\$215.00	0031
	Collection	Recording & Releasing	\$110.00	0027
		Total Receipts	\$325.00	

#### **Disbursements**

Deposit/Check #	Received From/PayableTo	Amount	<b>Posting Code</b>
31950338	Ameren Missouri	-\$361.41	5500
EFT	City & Village Tax Office LLC	-\$27.00	5725
EFT	City & Village Tax Office LLC	-\$27.00	5725
00008053	City & Village Tax Office, L.L.C.	-\$17.20	5900
	Total Dishursements	-\$432 <b>6</b> 1	
	31950338 EFT EFT	31950338 Ameren Missouri  EFT City & Village Tax Office LLC  EFT City & Village Tax Office LLC	31950338 Ameren Missouri -\$361.41  EFT City & Village Tax Office LLC -\$27.00  EFT City & Village Tax Office LLC -\$27.00  00008053 City & Village Tax Office, L.L.C\$17.20

# Trustees of Sunny Brook Farm Income & Disbursement Statement 11/01/2022 through 11/30/2022

Dep. #	Trustee Assessment	01/01/2019 to 12/31/2019	
57-11/22	Recording & Releasing		55.00
Dep. #	<b>Trustee Assessment</b>	01/01/2018 to 12/31/2018	
8-11/22	Recording & Releasing		55.00
			110.00
Dep. #	Trustee Assessment	01/01/2019 to 12/31/2019	
29-11/22CC	Late Fees		215.00
			215.00

<u>Totals</u>

Late Fees: \$215.00

Recording & Releasing: \$110.00

## Trustees of Sunny Brook Farm Income & Disbursement Statement 12/01/2022 through 12/31/2022

**Account Name: Primary** 

		12/01/2022 through 12/31/2022	YTD	
Beginni	ng Balance	\$25,966.75		\$18,315.07
Receipts	S			
0009	Legal and Costs Recovered	\$0.00	\$131.75	
0012	Trustee Assessment	\$300.00	\$19,500.00	
0014	Miscellaneous	\$0.00	\$170.00	
0027	Recording & Releasing	\$55.00	\$550.00	
0031	Late Fees	\$195.00	\$4,379.00	
	Total Receipts	<u> </u>		\$24,730.75
Disburs	ements			
1100	Legal Services	\$0.00	-\$1,203.26	
1200	General Liability Insurance	\$0.00	-\$799.00	
2000	Common Ground Maintenance	\$0.00	-\$905.00	
2010	Snow Removal	\$0.00	-\$5,110.00	
2565	Subdivision Signs & Posts	\$0.00	-\$381.85	
3500	Reserve Study	\$0.00	-\$1,200.00	
3605	Postoffice Box Rental	\$0.00	-\$232.00	
3710	Website Expenses	\$0.00	-\$120.00	
5500	Electric Expenses	-\$361.61	-\$4,253.82	
5700	Postage	\$0.00	-\$178.06	
5720	Office and Copy Supplies	\$0.00	-\$83.37	
5725	Recording Fees	-\$27.00	-\$567.00	
5900	Collection Fee	-\$39.60	-\$1,923.92	
	<b>Total Disbursements</b>	-\$428.21		-\$16,957.28
Ending I	Balance	\$26,088.54		\$26,088.54

## Trustees of Sunny Brook Farm Income & Disbursement Statement 12/01/2022 through 12/31/2022

**Account Name: Primary** 

#### Receipts

Date	Deposit/Check #	Received From/PayableTo	Amount	<b>Posting Code</b>
	Collection	Recording & Releasing	\$55.00	0027
	Collection	Late Fees	\$195.00	0031
	Collection	Trustee Assessment	\$300.00	0012
		Total Receipts	\$550.00	

#### **Disbursements**

Date	Deposit/Check #	Received From/PayableTo	Amount	Posting Code
12/09/2022	EFT	Ameren Missouri	-\$361.61	5500
12/19/2022	EFT	City & Village Tax Office LLC	-\$27.00	5725
12/31/2022	00008358	City & Village Tax Office, L.L.C.	-\$39.60	5900
		Total Disbursements	-\$428.21	

# Trustees of Sunny Brook Farm Income & Disbursement Statement 12/01/2022 through 12/31/2022

Dep. #	Trustee Assessment	01/01/2022 to 12/31/2022	
107-12/22	Trustee Assessment		200.00
			200.00
Dep. #	Trustee Assessment	01/01/2022 to 12/31/2022	
64-12/22	Trustee Assessment		100.00
			100.00
Dep. #	Trustee Assessment	01/01/2019 to 12/31/2019	
30-12/22CC	Late Fees		195.00
30-12/22CC	Recording & Releasing		55.00
			250.00

<u>Totals</u>

Late Fees: \$195.00
Recording & Releasing: \$55.00
Trustee Assessment: \$300.00

#### Reconciled Items –

- 1. Approved HOA insurance \$834
  - a. Motion by Brinkmeyer, seconded by Ochoa

00000205

05-0227-00 ICI INSURANCE LLC 111 WEST PORT PLZ STE 600 SAINT LOUIS MO 63146-3015

SUNNY BROOK FARM SUBDIVISION &

TRUSTEES OF SUNNY BROOK

ARNOLD MO 63010-0441



Auto-Owners. INSURANCE

LIFE . HOME . CAR . BUSINESS

PO Box 30660 • Lansing, MI 48909-8160 517.323.1200

**Owners Insurance Company** 

11-14-2022

**PO BOX 441** 

You can view your policy, pay your bill, or change your paperless options at any time online at www.auto-owners.com.

#### ADDITIONAL WAYS TO PAY YOUR BILL

Pay Online

www.auto-owners.com

Pay My Bill

Pay by Mail **AUTO-OWNERS INSURANCE** 

PO BOX 740312 CINCINNATI, OH 45274-0312

Pay by Phone 1-800-288-8740

Your agency's phone number is 314-275-8484.

RE: Policy 202305-75636463-23

Billing Account 018032461

Thank you for selecting Auto-Owners Insurance Group to serve your insurance needs! Feel free to contact your independent Auto-Owners agent with questions you may have.

Auto-Owners and its affiliate companies offer a full complement of policies, each of which has its own eligibility requirements, coverages and rates. In addition, Auto-Owners also offers many billing options. Please take this opportunity to review your insurance needs with your Auto-Owners agent, and discuss which company, program, and billing option may be most appropriate for you.

Auto-Owners Insurance Company was formed in 1916. Our A++ (Superior) rating by A.M. Best Company signifies that we have the financial strength to provide the insurance protection you need. The Auto-Owners Insurance Group is comprised of six property and casualty companies and a life insurance company.



#### **NOTICE OF PRIVACY PRACTICES**

#### What We Do To Protect Your Privacy

At Auto-Owners Insurance Group\*, we value your business and we want to retain your trust. In the course of providing products and services, we may obtain nonpublic personal information about you. We assure you that such information is used only for the purpose of providing our products and services to you.

#### **Protecting Confidentiality**

Our agents and Company associates may have access to nonpublic personal information only for the purpose of providing our products or services to you. We maintain physical, electronic and procedural safeguards against unauthorized use of your nonpublic personal information.

#### Information We Obtain

To assist in underwriting and servicing your policy, we may obtain nonpublic personal information about you. For example, we routinely obtain information through applications, forms related to our products or services, from visiting www.auto-owners.com, and your transactions with us. We may obtain such information from our affiliates, independent insurance agents, governmental agencies, third parties, or consumer reporting agencies.

The type of information that we collect depends on the product or service requested, but may include your name, address, contact information, social security number, credit history, claims history, information to properly investigate and resolve any claims, or billing information. We may obtain your medical history with your permission. The nature and extent of the information we obtain varies based on the nature of the products and services you receive.

#### The Internet and Your Information

If you would like to learn about how we gather and protect your information over the Internet, please see our online privacy statement at www.auto-owners.com/privacy.

Generally, Auto-Owners may use cookies, analytics, and other technologies to help us provide users with better service and a more customized web experience. Our business partners may use tracking services, analytics, and other technologies to monitor visits to www.auto-owners.com. The website may use web beacons in addition to cookies. You may choose to not accept cookies by changing the settings in your web browser.

Information obtained on our websites may include IP address, browser and platform types, domain names, access times, referral data, and your activity while using our site; who should use our web site; the security of information over the Internet; and links and co-branded sites.

#### **Limited Disclosure**

Auto-Owners Insurance Group companies do not disclose any nonpublic personal information about their customers or former customers except as permitted by law. We do not sell your personal information to anyone. We do not offer an opportunity for you to prevent or "opt out of" information sharing since we only share personal information with others as allowed by law.

When sharing information with third parties to help us conduct our business, we require them to protect your personal information. We do not permit them to use or share your personal information for any purpose other than the work they are doing on our behalf or as required by law.

59325 (12-19) Page 1 of 2

The types of information disclosed may include personal information we collect as necessary to service your policy or account, investigate and pay claims, comply with state and federal regulatory requests or demands, and process other transactions that you request. Third parties that receive disclosures may include your independent agent, regulators, reinsurance companies, fraud prevention agencies, or insurance adjusters.

#### **How Long We Retain Your Information**

We generally retain your information as long as reasonably necessary to provide you services or to comply with applicable law and in accordance with our document retention policy. We may retain copies of information about you and any transactions or services you have used for a period of time that is consistent with applicable law, applicable statute of limitations or as we believe is reasonably necessary to comply with applicable law, regulation, legal process or governmental request, to detect or prevent fraud, to collect fees owed, to resolve disputes, to address problems with our services, to assist with investigations, to enforce other applicable agreements or policies or to take any other actions consistent with applicable law.

In some circumstances we may anonymize your personal information (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you. This allows the specific information collected (name, email, address, phone number, etc.) to become anonymous, but allows Auto-Owners to keep the transaction or engagement data.

#### **Changes to the Privacy Policy**

We will provide a notice of our privacy policy as required by law. This policy may change from time to time, but you can always review our current policy by visiting our website at www.auto-owners.com/privacy or by contacting us.

#### **Contact Us**

Auto-Owners Insurance Company Phone: 844-359-4595 (toll free) Email: privacyrequest@aoins.com

\*Auto-Owners Insurance Group includes, Auto-Owners Insurance Company, Auto-Owners Life Insurance Company, Home-Owners Insurance Company, Owners Insurance Company, Property-Owners Insurance Company and Southern-Owners Insurance Company.

59325 (12-19)

59596 (4-21)

#### \*\*\* IMPORTANT NOTICE \*\*\*

Dear Policyholder,

Per Missouri Insurance Bulletin 20-01, rating practices that result in different rates being applied to new policyholders and existing policyholders are generally not allowed. This has required us to make changes to our rating plans that may affect this renewal pricing or the pricing of renewals in the future.

This notice is for informational purposes only. Please review your policy carefully.

If you have questions, please contact your Auto-Owners agency.

59596 (4-21)

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59247 (12-20)

### Missouri COMPANY ADDRESS

The following is the address and telephone number of our principal place of business.

AUTO-OWNERS INSURANCE COMPANY
OWNERS INSURANCE COMPANY
6101 Anacapri Boulevard
P.O. Box 30660
Lansing, Michigan 48909-8160
Telephone: 517-323-1200

Please direct any questions you may have to the following branch office that services Missouri.

AUTO-OWNERS INSURANCE COMPANY
OWNERS INSURANCE COMPANY
1600 East Pointe Drive
P.O. Box 6022
Columbia, Missouri 65205-6022
Telephone: 573-875-1290

59247 (12-20)

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59390 (11-20)

#### NOTIFICATION OF POSSIBLE CHANGES IN COVERAGE FOR TERRORISM

#### Dear Policyholder:

The Terrorism Risk Insurance Act (including ensuing Congressional actions pursuant to the Act) will expire on December 31, 2027 unless the Federal government extends the Act. What this means to you is the following:

- Subject to policy terms and conditions, the enclosed policy will provide insurance coverage for certified acts of terrorism as defined in the Act only until December 31, 2027.
- 2. A conditional endorsement entitled, Conditional Exclusion Of Terrorism Involving Nuclear, Biological Or Chemical Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act) is enclosed. This conditional endorsement will only apply if the Act is not extended or if the Act is revised to increase statutory deductibles, decrease the federal government's share in potential losses above the statutory deductibles, change the levels, terms or conditions of coverage and we are no longer required to make terrorism coverage available and elect not to do so. It will not apply if the Act is simply extended.
- 3. The conditional endorsement will provide coverage for an incident of terrorism pursuant to the terms and conditions of the policy only if the incident does not involve nuclear, biological or chemical material.
- 4. A premium charge for the conditional endorsement will be applied effective January 1, 2028. The premium will be pro rated for the remainder of the policy term and is one-half of the current premium charge appearing in the Declarations for TERRORISM - CERTIFIED ACTS. However, it will only be made if the Terrorism Risk Insurance Act (including ensuing Congressional actions pursuant to the Act) is not extend. Revised Declarations will be mailed to you after January 1, 2028.
- 5. If the Act is extended without any revision, the enclosed policy will continue to provide coverage for certified acts of terrorism. The conditional endorsement will not be activated and the changes in coverage or premium referenced above will not apply.
- 6. If the Act is extended with revisions or is replaced, and we are required or elect to continue to offer coverage for certified acts of terrorism, we may amend this policy in accordance with the provisions of the revised Act or its replacement.

This notice is for informational purposes only.

If you have any questions concerning your policy or this notice, please contact your Auto-Owners agency.

65020 (12-21)

### \*\*\* IMPORTANT NOTICE \*\*\* EXCLUSION - UNMANNED AIRCRAFT

#### NOTICE OF REDUCTION IN COVERAGE

Dear Policyholder,

As a result of our quality control initiatives, we discovered form CG 21 09 (06-15) Exclusion - Unmanned Aircraft was omitted from your policy. This endorsement was intended to be included with your prior policy term(s).

Effective this renewal, form CG 21 09 (06-15) Exclusion - Unmanned Aircraft is now attached to and made part of your policy. This form excludes Bodily Injury, Property Damage, and Personal and Advertising Injury losses arising out of the ownership, maintenance, use, or entrustment to others of any aircraft that is unmanned. The form language within this exclusion constitutes a reduction in coverage.

This notice is for informational purposes only. This notice provides no coverage and it must not be construed to replace or modify any provisions of your policy or endorsements. Your policy contains the specific terms, limits and conditions of coverage, and supersedes this notice.

If you have any questions regarding your policy or this notice, please contact your Auto-Owners Insurance agency.

65020 (12-21)

Page 1 of 1





Issued

11-14-2022

**INSURANCE COMPANY** 6101 ANACAPRI BLVD., LANSING, MI 48917-3999 TAILORED PROTECTION POLICY DECLARATIONS

AGENCY

INSURED

ICI INSURANCE LLC

05-0227-00

MKT TERR 090

314-275-8484

Renewal Effective

01-19-2023

SUNNY BROOK FARM SUBDIVISION &

TRUSTEES OF SUNNY BROOK

Company Use

**POLICY NUMBER** 

75-23-MO-2001

202305-75636463-23

Company Bill

**Policy Term** 12:01 a.m.

12:01 a.m. 01-19-2023

01-19-2024

ADDRESS PO BOX 441

ARNOLD MO 63010-0441

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

55039 (11-87)

#### **COMMON POLICY INFORMATION**

**Business Description:** 

Homeowners Assoc

Entity:

Association

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S):		PREMIUM
COMMERCIAL GENERAL LIABILITY COVERAGE		\$799.00
MINIMUM PREMIUM ADJUSTMENT (GL)		\$93.00
	TOTAL	\$892.00
	PAID IN FULL DISCOUNT	\$60.00
TOTA	\$832.00	
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.		

The Paid in Full Discount does not apply to fixed fees, statutory charges or minimum premiums.

Forms that apply to all coverage part(s) shown above (except garage liability, dealer's blanket, commercial automobile, if applicable):

55003

(07-12)

59390 (11-20)

Countersigned By: COMPANY ISSUED



Owners Ins. Co.

AGENCY ICI INSURANCE LLC

05-0227-00

MKT TERR 090

Company Bill POLICY NUMBER 202305-75636463-23

11-14-2022

75-23-MO-2001

Term 01-19-2023 to 01-19-2024

Issued

INSURED SUNNY BROOK FARM SUBDIVISION &

55040 (11-87)

#### COMMERCIAL GENERAL LIABILITY COVERAGE

COVERAGE		LIMITS OF	LIMITS OF INSURANCE		
General Aggregate		\$3,000,000			
(Other Than Products-Completed Operation	s)				
Products-Completed Operations Aggregate		\$3,000,000			
Personal And Advertising Injury		\$1,000,000			
Each Occurrence		\$1,000,000			
Assn Directors/Officers Errors and Omissions	Agg	\$1,000,000			
Assn Directors/Officers Errors and Omissions	Occ	\$1,000,000			
COMMERCIAL GENERAL LIABILITY PLUS END	PORSEMENT				
Damage to Premises Rented to You		\$300,000	Any One Premise		
(Fire, Lightning, Explosion, Smoke or Water	Damage)				
Medical Payments		\$10,000	Any One Person		
Hired Auto & Non-Owned Auto		\$1,000,000	Each Occurrence		
Expanded Coverage Details See Form:		3%'			
Extended Watercraft					
Personal Injury Extension					
Broadened Supplementary Payments					
Broadened Knowledge Of Occurrence					
Additional Products-Completed Operations	Aggregate				
Blanket Additional Insured - Lessor of Lease	d Equipment				
Blanket Additional Insured - Managers or Le	ssors of Premises				
Newly Formed or Acquired Organizations Ex	tension				
Blanket Waiver of Subrogation					

Twice the "General Aggregate Limit", shown above, is provided at no additional charge for each 12 month period in accordance with form 55885.

#### **AUDIT TYPE:** Non-Audited

Forms that apply to this coverage:

59350	(01-15)	55405	(07-08)	55146	(06-04)	CG2106	(05-14)	55091	(05-17)
55084	(06-04)	IL0021	(07-02)	CG2625	(04-05)	CG2650	(04-13)	CG0001	(04-13)
59327	(01-13)	IL0017	(11-85)	55513	(05-17)	CG2109	(06-15)	55029	(05-17)
CG2196	(03-05)	CG2132	(05-09)	CG2147	(12-07)	55885	(05-17)	55010	(05-17)
59325	(12-19)	59390	(11-20)				, , , , , , , , , , , , , , , , , , ,		, /

Owners Ins. Co.

AGENCY ICI INSURANCE LLC

INSURED SUNNY BROOK FARM SUBDIVISION &

05-0227-00

MKT TERR 090

Company

POLICY NUMBER 202305-75636463-23

11-14-2022

Bill

75-23-MO-2001

Term 01-19-2023 to 01-19-2024

Issued

#### LOCATION 0001 - BUILDING 0001

Location: Sunny Brook Farm Dr, Arnold, MO 63010-0441

Territory: 003

County: Jefferson

CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Commercial General Liability Plus Endorsement Included At 7.5% Of The Premises Operation Premium	00501	Prem/Op	Prem/Op Prem Included	Included	Included
Assn Directors/Officers Errors And Omissions	00811	Professional	Flat Charge 96	5.245	\$504.00
Homeowners &/Or Mobile Homeowners Associations - No Buildings Or Premises Owned Or Leased Except For Office Purposes. (Not-For Profit)	41670	Prem/Op Prod/Comp Op	50.5.0	Each 1 2.588 .407	\$248.00 \$39.00

COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0001 SUMMARY			
TERRORISM - CERTIFIED ACTS	SEE FORM: 59350, 55405, 59390		\$8.00
		LOCATION 0001	\$799.00



55405 (7-08)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### CONDITIONAL EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM (RELATING TO DISPOSITION OF FEDERAL **TERRORISM RISK INSURANCE ACT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART LIOUOR LIABILITY COVERAGE PART OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART RAILROAD PROTECTIVE LIABILITY COVERAGE PART

#### A. Applicability Of This Endorsement

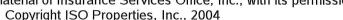
- 1. The provisions of this endorsement will apply if and when one of the following situations occurs:
  - a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act), terminates; or
  - b. The Program is renewed, extended or otherwise continued in effect:
    - (1) With revisions that increase insurers' statutory percentage deductible or decrease the federal government's statutory percentage share in potential terrorism losses above such deductible, or that results in a change in the level or terms or conditions of coverage; and
    - (2) We are not required by the Program to make terrorism coverage available to you and elect not to do so.
- 2. When this endorsement becomes applicable in accordance with the terms of A.1.a. or A.1.b., above, it supersedes any terrorism

- endorsement already endorsed to this policy that addresses "certified acts of terrorism".
- 3. If this endorsement does NOT become applicable, then any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism", will remain in effect. However, if the Program is renewed, extended or otherwise continued in effect with revisions that change the level or terms or conditions of coverage, and we are required to offer you the revised coverage or to provide revised coverage to those who previously accepted coverage under the Program, then we will take the appropriate steps in response to the federal requirements.
- B. The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks.
  - "Terrorism" means activities against persons, organizations or property of any nature:
  - **1.** That involve the following or preparation for the following:
    - a. Use or threat of force or violence: or
    - b. Commission or threat of a dangerous act; or

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55405 (7-08)



- c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
- 2. When one or both of the following applies:
  - The effect is to intimidate or coerce a government or the civilian population or any segments thereof, or to disrupt any segment of the economy; or
  - b. It appears that the intent is to intimidate or coerce a government or the civilian population, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
- C. The following exclusion is added:

#### **Exclusion Of "Terrorism"**

We will not pay for "bodily injury", "property damage", "personal injury" or "advertising injury" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". All "bodily injury", "property damage", "personal injury" or "advertising injury" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such

injury or damage. This exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

- The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination;
- 2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material;
- **3.** The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- **4.** Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, regardless of whether this endorsement was in effect during the entirety of that time period or not.

COMMERCIAL GENERAL LIABILITY CG 21 09 06 15

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

#### **EXCLUSION - UNMANNED AIRCRAFT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.g. Aircraft, Auto Or Watercraft under Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:
  - 2. Exclusions

This insurance does not apply to:

- g. Aircraft, Auto Or Watercraft
  - (1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading". This Paragraph g.(1) applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading". This Paragraph g.(2) applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured. This Paragraph g.(2) does not apply to:

- (a) A watercraft while ashore on premises you own or rent;
- **(b)** A watercraft you do not own that is:
  - (i) Less than 26 feet long; and
  - (ii) Not being used to carry persons or property for a charge;
- (c) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (e) "Bodily injury" or "property damage" arising out of:
  - (i) 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 law where it is licensed or principally garaged; or
  - (ii) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".
- B. The following exclusion is added to Paragraph 2. Exclusions of Coverage B – Personal And Advertising Injury Liability:
  - 2. Exclusions

This insurance does not apply to:



#### **Unmanned Aircraft**

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to:

- The use of another's advertising idea in your "advertisement"; or
- **b.** Infringing upon another's copyright, trade dress or slogan in your "advertisement".
- **C.** The following definition is added to the **Definitions** section:

"Unmanned aircraft" means an aircraft that is not:

- 1. Designed;
- 2. Manufactured: or
- 3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

CG 21 09 06 15

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59350 (1-15)

# CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM AND IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE

#### It is agreed:

- 1. With respect to any one or more certified acts of terrorism, we will not pay any amounts for which we are not responsible because of the application of any provision which results in a cap on our liability for payments for terrorism losses in accordance with the terms of the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act).
- 2. Certified act of terrorism means any act certified by the Secretary of the Treasury, in consultation with:
  - a. the Secretary of Homeland Security; and
  - b. the Attorney General of the United States

to be an act of terrorism as defined and in accordance with the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act).

- **3.** Under the federal Terrorism Risk Act of 2002 (including ensuing Congressional actions pursuant to the Act) a terrorist act may be certified:
  - a. if the aggregate covered commercial property and casualty insurance losses resulting from the terrorist act exceed \$5 million; and
  - **b.** (1) if the act of terrorism is:
    - a) a violent act; or
    - b) an act that is dangerous to human life, property or infrastructure; and
    - (2) if the act is committed:
      - a) by an individual or individuals as part of an effort to coerce the civilian population of the United States; or
      - b) to influence the policy or affect the conduct of the United States government by coercion.

All other policy terms and conditions apply.



Agency Code 05-0227-00

Policy Number

### IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE

The Terrorism Risk Insurance Act of 2002 was signed into law on November 26, 2002. The Act (including ensuing Congressional actions pursuant to the Act) defines an act of terrorism, to mean 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 (i) an act of terrorism; (ii) to be a violent act or an act that is dangerous to human life, property or infrastructure; (iii) 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 (iv) 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.

Subject to the policy terms and conditions, this policy provides insurance coverage for acts of terrorism as defined in the Act.

Any coverage for certain commercial lines of property and casualty insurance provided by your policy for losses caused by certified acts of terrorism are partially paid by the federal government under a formula established by federal law. Under this formula, the government will reimburse us for 85% of such covered losses that exceed the statutory deductible paid by us. However, beginning January 1, 2016 the share will decrease 1% per calendar year until it equals 80%. You should also know that in the event aggregate insured losses exceed \$100 billion during any year the Act is in effect, then the federal government and participating United States insurers that have met their insurer deductible shall not be liable for the payment of any portion of that amount of the loss that exceeds \$100 billion. In the event that aggregate insured losses exceed \$100 billion annually, no additional claims will be paid by the federal government or insurers. This formula is currently effective through December 31, 2020 unless extended.

The premium charge, if any, for this coverage is shown separately on the attached Declarations page. In the event of a certified act of terrorism, future policies also may include a government assessed terrorism loss risk-spreading premium in accordance with the provisions of the Act.

Please contact us if you would like to reject coverage for certified acts of terrorism.

#### Open Issues -

- 1. Updating of Indentures
  - a. Trustees continue to meet and review
  - b. Will have meetings starting next month for all residents to review
  - c. Draft to be provided
- 2. Jefferson County Snowplowing
  - a. One storm thus far
  - b. Country contracted with sub-contractor for plowing
- 3. Reserve Study for HOA Update Ventimiglia
  - a. Will provide summary of overall health of the HOA/Subdivision
  - b. Future goals/plans
  - c. Provides financial health outlook in hopes to avoid further special assessments
- 4. Consolidated Trash Service Ochoa
  - a. Looking if possible, to consolidate trash
  - b. Help with roads and traffic
  - c. Could bring down costs
- 5. Subdivision Lighting Helgeson
  - a. Ameren to replace all outdated lighting with updated LED
  - b. Will also being painting the poles as requested
  - c. Additional Lights?

#### New Business -

- 1. April will also be Board of Trustees election
  - a. 1 seat up for election on board
  - b. Anyone interested in putting name on ballot should reach out to trustees