## **ENGINEERING REPORT**

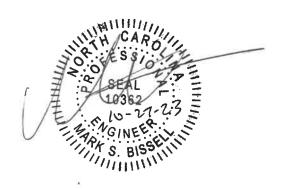
for

## **ESTATES AT CAROVA BEACH**

for

## **COMMON AREA TURNOVER**

October 26, 2023



#### **ENGINEERING REPORT**

for

#### ESTATES AT CAROVA BEACH COMMON AREAS

#### **OCTOBER 26, 2023**

#### **PURPOSE OF THE REPORT**

The Currituck County Unified Development Ordinance provides specific procedures for the transfer of maintenance responsibility from a developer to a homeowners' association. Section 6.1.4 of the UDO indicates that the subdivider shall cede maintenance responsibility for common areas, common features, and private infrastructure to the association upon sale of at least 75% of the lots in a subdivision. It further provides that maintenance responsibility not be transferred until the subdivider commissions a report prepared by a registered engineer indicating that all common areas, common features and infrastructure elements comply with the minimum standards in the UDO and the County Code of Ordinances.

The report shall also include verification of the reserve fund balance in accordance with the standards of Section 6 of the UDO.

The purpose of this report is to review the common areas and common elements in the Estates at Carova Beach, report on their condition, to review the reserve fund balance requirements and current status, and report findings to Currituck County for the purpose of obtaining County concurrence on the transfer of maintenance responsibility for common elements to the Estates at Carova Beach Association

## <u>OUTLINE OF COMMON ELEMENTS & COMMON INFRASTRUCTURE IN ESTATES AT CAROVA BEACH</u>

Overall maps of the three sections of the Estates at Carova Beach are attached on the following 3 pages. The following common areas, common features and private infrastructure have been identified from the approved subdivision plans for Estates at Carova Beach and from a recent site visit that documents those elements:

- Sandfiddler Lane cul-de-sac
- Drainage improvements at Bass Lane and Sandfiddler Road
- Carova Road cul-de-sac
- Drainage improvements north of Carova Road cul-de-sac
- Drainage improvements at Rock Lane
- Drainage improvements along Sandpiper Road south of Rock Lane
- Shark Lane beach access
- Drainage improvements on Sandfiddler south of Shark Lane

LINE TABLE

28.03

37.17

4.40

1.11

27.22

27.22

25.50

19.17

56.57

BEARING

S 38'49'34" E

N 35\*11'15" E

N 22'5'22" W

N 22'5'22" W

S 9'52'15" E

<u>S 9'52'15" E</u>

N 71"17'7" W

N 35'11'15" E

N 54'52'15" W

LINE

L2

L3

L4

L5

L6

L9



· · · · · · · · · · · · · · · · · · ·		NC GRID TIE	
FROM	TO	BEARING	DISTANCE(GROUND)
NCGS RIDE	ECM "A"	N 88*33'50" E	814.24
NCGS RIDE	NCGS LONG	S 88'45'35" W	1560.91
NCGS LONG	DOI "B"	S 85*54'3" W	48.16

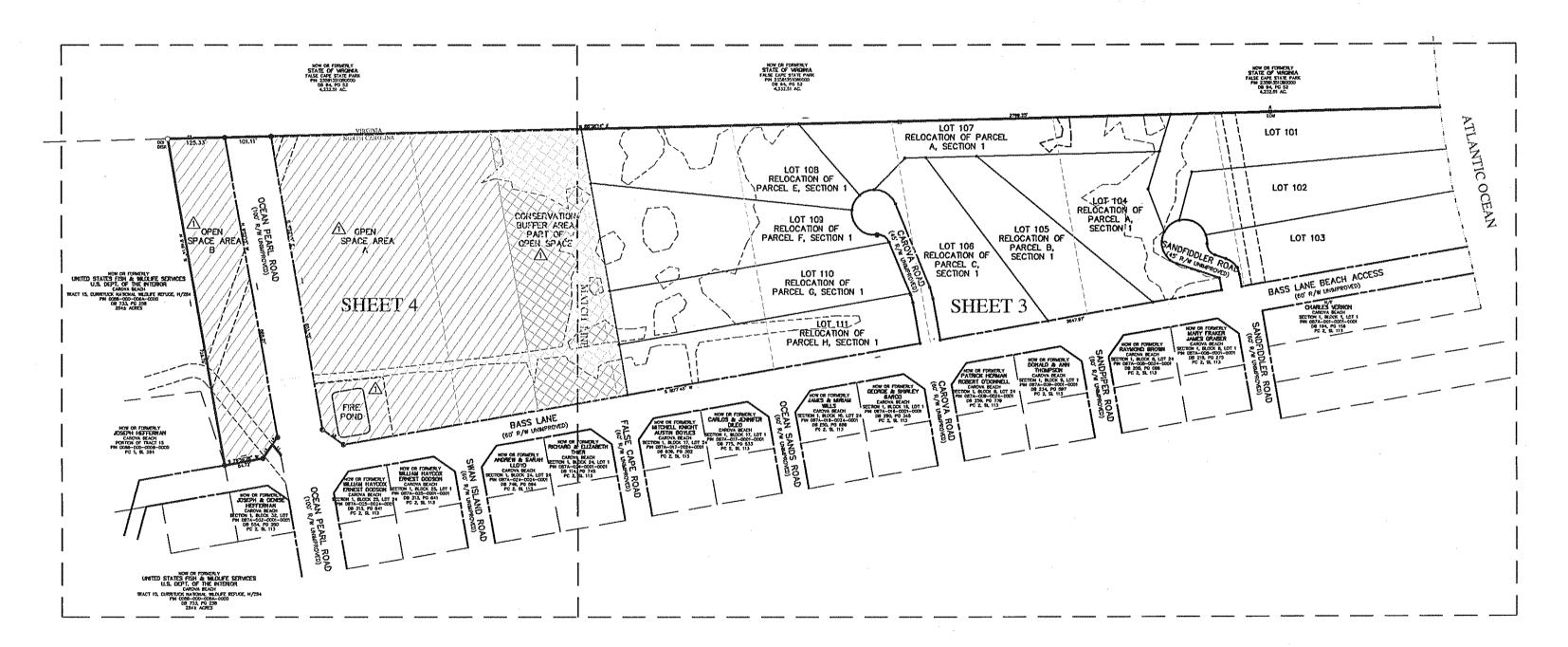
#### MINIMUM FIRST FLOOR ELEVATION TABLE

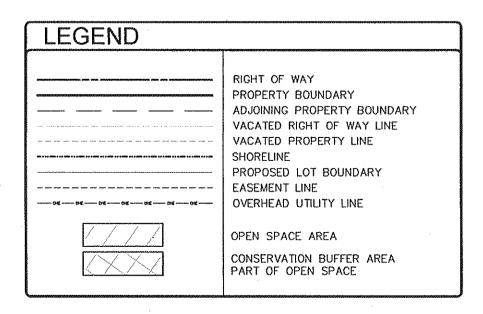
FOR THE PURPOSES OF THIS SUBDIVISION, MINIMUM FINISHED FLOOR ELEVATIONS SHALL BE A MINIMUM OF 18 INCHES ABOVE THE 100 YEAR BASE FLOOD ELEVATION. THE FOLLOWING TABLES TABULATE THE CURRENT BASE FLOOD ELEVATIONS FOR EACH LOT BY SECTION AND THE ASSOCIATIVE MINIMUM FIRST FLOOR ELEVATION REQUIRED TO MEET THE REQUIREMENT ABOVE. BASE FLOOD ELEVATIONS ARE SUBJECT TO CHANGE BY FEMA AND SHOULD BE CONFIRMED PRIOR TO THE DEVELOPMENT OF EACH INDIVIDUAL LOT.

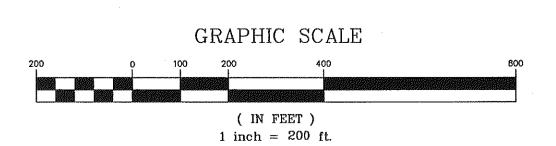
#### SECTION 1

		-
BASE FLOOD ELEV.	MIN. FIRST FLOOR ELEV.	
VE 12 AND AE 6	13.5' MSL OR 7.5' MSL*	
VE 12 AND AE 6	13.5' MSL OR 7.5' MSL*	
VE 12 AND AE 5 (FIS 5.3)	13.5' MSL OR 6.8' MSL*	Δ
AE 6	7.5' MSL	
	VE 12 AND AE 6  VE 12 AND AE 6  VE 12 AND AE 5 (FIS 5.3)  AE 6  AE 6	VE 12 AND AE 6       13.5' MSL OR 7.5' MSL*         VE 12 AND AE 6       13.5' MSL OR 7.5' MSL*         VE 12 AND AE 5 (FIS 5.3)       13.5' MSL OR 6.8' MSL*         AE 6       7.5' MSL         AE 6       7.5' MSL

\*WHERE TWO OR MORE BASE FLOOD ELEVATIONS EXIST ACROSS A SINGLE LOT, THE MINIMUM FIRST FLOOR ELEVATION SHALL BE BASED ON THE FLOOD ZONE WITHIN WHICH THE DWELLING IS BEING CONSTRUCTED. IF BEING CONSTRUCTED WITHIN MULTIPLE FLOOD ZONES, THE HIGHEST ELEVATION SHALL BE ACHIEVED.







## SECTION 1 STREET ADDRESSES

Lot 101: 2405 Sandfiddler Rd Lot 102: 2403 Sandfiddler Rd Lot 103: 2401 Sandfiddler Rd Lot 104: 2400 Sandfiddler Rd Lot 105: 201 Bass Ln Lot 106: 2403 Carova Rd Lot 107: 2407 Carova Rd Lot 108: 2406 Carova Rd Lot 109: 2404 Carova Rd

Lot 108: 2406 Carova Rd Lot 109: 2404 Carova Rd Lot 110: 2402 Carova Rd Lot 111: 2400 Carova Rd

SUI	RVEY LEGEND
ЕСМ⊡	EXISTING CONCRETE MONUMENT
SIR @	SET IRON ROD
EIR ()	EXISTING IRON ROD
EIP 🔿	EXISTING IRON PIPE
CP o	CALCULATED POINT
M.B.L.	MAXIMUM BUILDING LIMIT
N.T.S.	NOT TO SCALE
P.C.	PLAT CABINET
D.B.	DEED BOOK
SL	SLIDE
SF	SQUARE FEET
AC	ACRES

ssell Professional Group 12 North Croatan Highway 1. Box 1068 ty Hawk, North Carolina 27949 52) 251-3269 72) 251-3760

Engineers, Planners, Surveyors

AT CAROV/ FINAL SECTION 01-21-2013 1"=200" BPG MSB

SHEET:

PROJECT NO:

4167000FP1

4167

£	···	
	LINE TAB	LE
LINE	LENGTH	BEARING
L11	56.57	S 54'53'9" E
L12	56.57	N 35'6'51" E
L13	56.57	S 54'53'9" E
L14	56.57	S 35'6'51" W
L15	56.57	N 54'53'9" W
L16	56.57	N 54'53'9" W
L17	56.57	S 35'6'51" W
L18	56.57	S 54'53'9" E
L19	56.57	N 35°6'51" E
L20	30.08	S 14°10'44" E

STORMWATER IMPROVEMENTS ENGINEER CERTIFICATE

I hereby certify that all improvements required by the Currituck County Unified Development Ordinance have (1) been installed in accordance with the plans and specifications prepared by Bissell Professional Group, and said improvements comply with Currituck County specifications, and (2) a performance guarantee has been posted with Currituck County guaranteeing that all remaining improvements must be completed by the 16th day of September, 2015 according to plans and specifications prepared by Bissell Professional Group. Remaining improvements are maintenance of existing ditches within lots 105, 106, 107 & 108, and repair of a culvert on Red Snapper Lane.

Date

Registered Professional Engineer

Registration Number



MINIMUM FIRST FLOOR ELEVATION TABLE

FOR THE PURPOSES OF THIS SUBDIVISION, MINIMUM FINISHED FLOOR ELEVATIONS SHALL BE A MINIMUM OF 18 INCHES ABOVE THE 100 YEAR BASE FLOOD ELEVATION. THE FOLLOWING TABLES TABULATE THE CURRENT BASE FLOOD ELEVATIONS FOR EACH LOT BY SECTION AND THE ASSOCIATIVE MINIMUM FIRST FLOOR ELEVATION REQUIRED TO MEET THE REQUIREMENT ABOVE. BASE FLOOD ELEVATIONS ARE SUBJECT TO CHANGE BY FEMA AND SHOULD BE CONFIRMED PRIOR TO THE DEVELOPMENT OF EACH INDIVIDUAL LOT.

#### SECTION 2

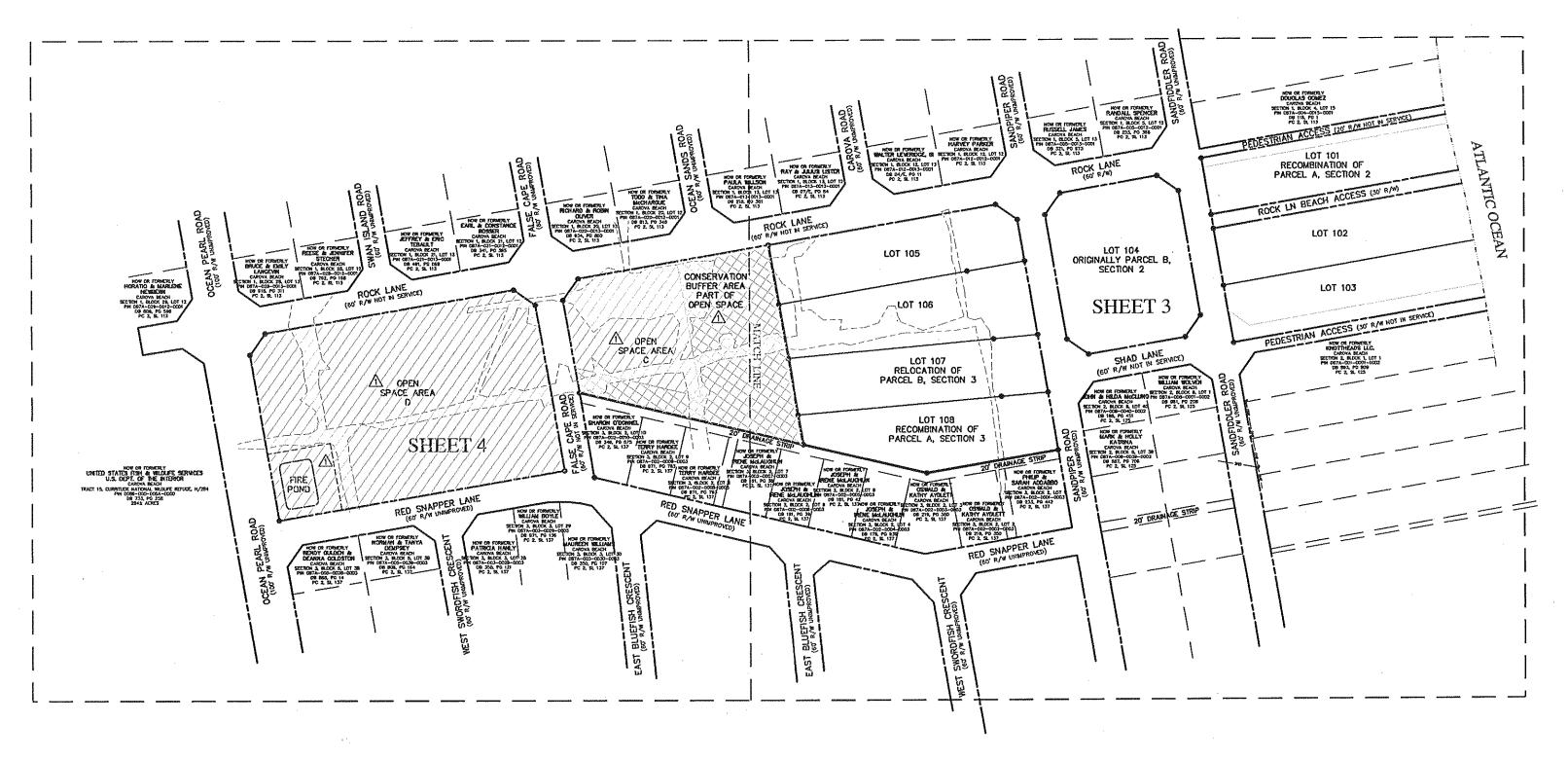
BASE FLOOD ELEV.	MIN. FIRST FLOOR ELEV.
VE 12 AND AE 5 (FIS 5.3)	13.5' MSL OR 6.8' MSL*
VE 12, AE 5 (FIS 5.3) AND X	13.5' MSL OR 6.8' MSL*
VE 12 AND X	13.5' MSL OR EX. GRADE*
AE 5 (FIS 5.3) AND X	6.8' MSL OR EX. GRADE*
AE 5 (FIS 5.3)	6.8' MSL
AE 5 (FIS 5.3)	6.8' MSL
AE 5 (FIS 5.3)	6.8' MSL
AE 5 (FIS 5.3)	6.8' MSL
	VE 12 AND AE 5 (FIS 5.3)  VE 12, AE 5 (FIS 5.3) AND X  VE 12 AND X  AE 5 (FIS 5.3) AND X  AE 5 (FIS 5.3)  AE 5 (FIS 5.3)  AE 5 (FIS 5.3)

\*WHERE TWO OR MORE BASE FLOOD ELEVATIONS EXIST ACROSS A SINGLE LOT, THE MINIMUM FIRST FLOOR ELEVATION SHALL BE BASED ON THE FLOOD ZONE WITHIN WHICH THE DWELLING IS BEING CONSTRUCTED. IF BEING CONSTRUCTED WITHIN MULTIPLE FLOOD ZONES, THE HIGHEST ELEVATION SHALL BE ACHIEVED. SAROLINA Engineers, Planners, and Environmental

CAROVA

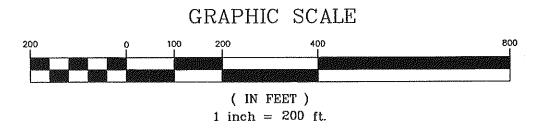
2 FINAL

SECTION



RIGHT OF WAY
PROPERTY BOUNDARY
ADJOINING PROPERTY BOUNDARY
VACATED RIGHT OF WAY LINE
VACATED PROPERTY LINE
SHORELINE
PROPOSED LOT BOUNDARY
EASEMENT LINE
OVERHEAD UTILITY LINE

OPEN SPACE AREA
CONSERVATION BUFFER AREA
PART OF OPEN SPACE



### SECTION 2 STREET ADDRESSES

Lot 108: 2292 Sandpiper Rd

Lot 101: 2299C Sandfiddler Rd Lot 102: 2299B Sandfiddler Rd Lot 103: 2299A Sandfiddler Rd Lot 104: 2298 Sandfiddler Rd (existing) Lot 105: 2298 Sandpiper Rd Lot 106: 2296 Sandpiper Rd Lot 107: 2294 Sandpiper Rd ECME EXISTING CONCRETE MONUMENT SIR ( SET IRON ROD EIR | EXISTING IRON ROD EIP O EXISTING IRON PIPE CALCULATED POINT CP o M.B.L. MAXIMUM BUILDING LIMIT NOT TO SCALE N.T.S. P.C. PLAT CABINET D.B. DEED BOOK SL SLIDE SF SQUARE FEET AC **ACRES** 

SURVEY LEGEND

ECMED EXISTING CONCRETE MONUMENT

DATE:

01-21-2013

01-21-2013

01-200'

DESIGNATION

BPG

BPG

BPG

BPG

APPROVED:

MDB

SHEET:

2

OF

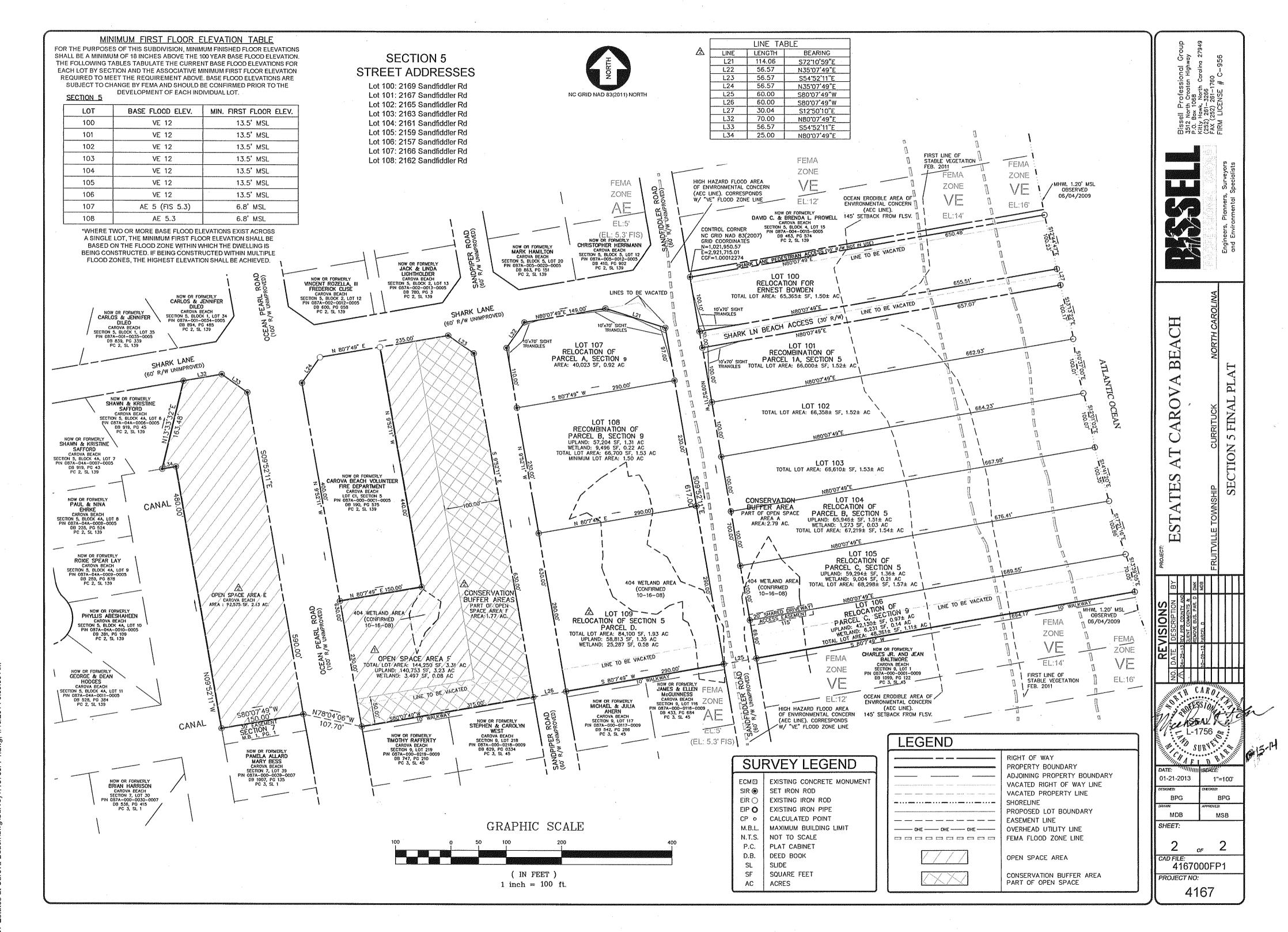
4

2 <sub>of</sub> 4 CAD FILE: 4167000FP1 PROJECT NO: 4167

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• Fire ponds in Sections 1 and 2, and drainage outlet through open space in Section 2 are excluded from HOA maintenance responsibility, as those open space areas were deeded to Currituck County.

## SITE VISIT TO REVIEW CONDITION OF COMMON ELEMENTS & COMMON INFRASTRUCTURE

A site visit was conducted in July for the purpose of observing the condition of the common elements and common infrastructure outlined above. In general, the condition of the subdivision and its common elements was appropriate for the Carova area, with several exceptions noted below. Photographic evidence is included showing the condition of these elements as follows:



Intersection of Bass Lane and new Sandfiddler Road cul-de-sac



View of Sandfiddler Road cul-desac.



Bass Lane beach access at Sandfiddler Rd.



View of overgrown swale at culvert crossing on Sandfiddler cul-de-sac.



Close-up of Sandfiddler culde-sac



Carova Road cul-de-sac in need of regrading.



Close-up of Carova culde-sac



Abandoned camper at Carova Road.



View of overgrown swale at culvert crossing on Carova Road cul-de-sac.



View to south along Sandfiddler Rd in Section 2.



Sandpiper Road in Section 2 lot elevations are now well above roadway grade.



Exposed culvert at intersection of Rock Lane and Sandpiper Road in Section 2.



Overgrown swale and buried culvert on Rock Lane in Section 2



Shark Lane beach access at Sandfiddler Road in Section 5



Sandfiddler Road at Shark Lane in Section 5

A punch list was developed, and a local contractor was engaged to correct the deficiencies that were identified during the site visit. Post-corrective action photographs are shown below:



Material was added to Road to eliminate exposed culvert on Rock Lane at Sandpiper Road.



Regrading of Carova Road cul-de-sac was completed, and abandoned camper was disposed of.



Buried culvert at Rock Lane was exposed and cleaned, and connecting roadway swale was regraded.



Another view of Carova Road.



Picture of Sandpiper Road at Rock Lane under repair.



Another view of roadway and swale repair.



Culvert and swale at Sandfiddler Road cul-de-sac were opened up and made functional.

These facilities now appear to comply with applicable approvals.

#### RESERVE FUND REVIEW

The approved reserve fund calculations for the subdivision show a minimum fund balance requirement of \$1,453 for the permanent reserve fund (affidavit is attached). While not a requirement at the time of the recordation of this development, the developer has also purchased an insurance policy for the HOA, also attached.

Association Consultants, LLC has now taken over as professional manager of the HOA, and has provided the attached budget of \$8,298 for a 2-yrsar operating period. The current fund balance has been reported by Association Consultants at \$9,237.00 as of 10-16-23 (copy of bank balance is attached). This amount is well in excess of the required amount, and in line with Currituck County's current requirements for HOA reserves.

#### **ROADS**

Only the Sandfiddler Road and Carova Road cul-de-sacs are the responsibility of the Estates at Carova Beach Association, and these are included in the association budget for ongoing maintenance.

#### **CONCLUSION**

It appears that the developer has satisfied the County's requirements for turnover of the common elements of the Estates at Carova Beach to the Estates at Carova Beach Association.



# Subdivider Maintenance Responsibility and Reserve Fund Creation

**Affidavit** 

#### Contact Information

Currituck County
Planning and Community Development
153 Courthouse Road, Suite 110
Currituck, NC 27929

Phone: 252.232.3055 Fax: 252.232.3026

Website:

http://www.co.curritudc.nc.us/planning-community-development.cfm

#### Affidavit

I, LAWRENCE W. RIGGS, PRESIDENT OF OCEAN SMOS COCRUCATION, Subdivider of ESPATES AT

CARWA BEACH SETTIONS 1, 2, + 5 (Subdivision Name) certify that:

- I am responsible for maintenance of all common areas, common features, and private infrastructure until 51% of lots sales within the subdivision.
- I have established a reserve fund to support the continued maintenance and upkeep of common areas, common features, and private infrastructure. The fund has been established at TOWNE TOWNE OF CHICKITUCK (Banking Institution).
- I shall establish the Homeowner's/Property Owner's Association (hereinafter "association") prior to the sale of the first lot.
- It is solely my responsibility to notify the County upon 51% lot soles within the subdivision.
- The County is not responsible or liable for maintenance of any common areas, common features, or private Infrastructure within the subdivision.

l understand that maintenance responsibility of common areas, common features, and private infrastructure shall not be transferred from the subdivider to the association until ALL of the following occur:

- At least 51% of the total number of lots in the subdivision are sold.
- The subdivider provides an affidavit or resolution signed by the association president that accepts maintenance responsibility for the subdivision.
- The subdivider commissions a report prepared by a licensed engineer indicating that all common areas, common features, and private infrastructure elements comply with the minimum standards in the Unified Development Ordinance and the County Code of Ordinances.
- County staff reviews and approves the report prepared by a licensed engineer.
- The reserve fund contains a minimum balance equal to 10% of the construction costs of all common area, common features, and private infrastructure. The total construction cost for all common areas, common features, and private infrastructure is \$ 14,530. (attach cost breakdown sheet). In the event the association has not collected sufficient assessment funds from the lot owners in the subdivision to meet the minimum balance of the minimum balance requirements.

Signature Signature

12/13/2013 Bate

Notary Certificate	
DANE	County, North Carolina
County, North Carolina, do hereby certify the personally appeared before me this day and Witness my hand and official seal this the	n, a Notary Public for DANE  IT LABORENCE W MAGS  d acknowledged the due execution of the foregoing instrument.  13th day of DECEAREN, 2013
(Official Seal)	Notary Signature
Maureen A Snyder Notary Public. Dare County North Carolina	My commission expires: 4/18/15



## The Coastal Experts

## Estates at Carova Beach – Sections 1, 2 and 5 Street Maintenance Narrative and Reserve Fund Calculation

#### STREET MAINTENANCE

In Accordance with the Currituck County Unified Development Ordinance, Chapter 6: Subdivision and Infrastructure Standards, Section 6.2: Required Infrastructure, Subsection 6.2.1: Street Standards, Item 6.2.1.I: Streets in the SFR District, the following standards must be met as they relate to maintenance of the private roads created as part of the development.

Standard (5): When a private street is created in the SFR district, the subdivider shall establish a homeowners association in accordance with Section 6.1.4, Homeowners or Property Owners Association Requirements, to maintain such streets.

The developer of this project is establishing a Homeowners Association, and has provided draft documents that govern the establishment and operation of the association. Section 5.6 of the Declaration provides for streets to become the responsibility of the association.

Standard (6): Prior to final plat approval the subdivider shall demonstrate that all private streets proposed in the subdivision will be properly maintained by submitting a plan that explains who will maintain the streets, how they will be stabilized and maintained, and how maintenance of the streets will be financed.

The Declaration provides for ownership of streets to be transferred to the Association (paragraph 5.6.4) and a mechanism for compelling contributions to the association for maintenance expenses (paragraphs 5.6.9 through 5.6.12). The condition of these roadways will be assessed at least on an annual basis, and fine-graded and re-stabilized as necessary, according to the Project Specifications prepared by Bissell Professional Group.

Maintenance will be financed by association dues and/or assessments as provided for in the Declaration.

#### RESERVE FUND

In Accordance with the Currituck County Unified Development Ordinance, Chapter 6: Subdivision and Infrastructure Standards, Section 6.1: Subdivision Standards, Subsection 6.1.4: Homeowners or Property Owners Association Requirements,: The following documentation is required as it relates to the establishment and funding of a Reserve Fund.

SubSection 6.1.4.D. - ITEM (12): Evidence related to the establishment of a reserve fund to support the continued maintenance and upkeep of common areas, common features, and private infrastructure.

This document is an intended attachment to the "Subdivider Maintenance Responsibility and Reserve Fund Creation Affidavit" form executed by the Developer to fulfill this documentation requirement.

SubSection 6.1.4.F. - ITEM (3)(e): A reserve fund dedicated to the continued maintenance and upkeep of common areas, common features, and private infrastructure is established with a banking institution acceptable to the county in the name of the association, that contains a minimum balance equal to 10% of the construction costs of all common areas, common features, and private infrastructure. In the event the association has not collected sufficient funds from the lot owners in the subdivision to meet the minimum balance requirements of the reserve fund, the subdivider shall be responsible for the difference needed to meet the minimum balance requirements.

The Affidavit noted above documents the establishment of a Reserve Fund at a specified Banking Institution. The following calculations document the capital construction costs and required minimum Reserve Fund balance as also specified on the Affidavit.

#### RESERVE FUND CALCULATIONS:

Newly Created Private Roadway and Drainage Capital Installation Costs\*:

208 I.f. of Sandfiddler Roadway Improvements	=	2,500.00
369 I.f. of Carova Roadway Improvements	=	4,400.00
Roadway Culvert Improvements	=	3,520.00
Primary Outlet Swales - Section 1	=	950.00
Primary Outlet Swales - Section 2	=	1,940.00
Seeding and stabilization, 0.4 Acre	=	1,220.00

Total =\$ 14,530.00

#### **Calculated Reserve Fund Amount:**

10% of Capital Installation Cost = \$1,453.00

Minimum Balance Requirement of Reserve Fund:

\$1,453.00

<sup>\*</sup> Prices based on actual amounts provided in construction contract.



Lynnet Winslow Towne Insurance Agency, LLC P.O. Box 1486 Kitty Hawk, NC 27949 252-255-0200

## **Business Insurance Proposal**

## ESTATES AT CAROVA BEACH HOMEOWNERS ASSOCIATION

84 DUCK WOODS DR KITTY HAWK, NC 27949

**Proposed Policy Period** 06/09/2023 - 06/09/2026



Everything Insurance Should Be®

#### **PREMIUM SUMMARY**

#### The Cincinnati Insurance Company

Named Insured: ESTATES AT CAROVA BEACH HOMEOWNERS ASSOCIATION

Address: 84 DUCK WOODS DR KITTY HAWK, NC 27949

Agency: Towne Insurance Agency, LLC

Proposed Policy Period: 06/09/2023 - 06/09/2026

Coverage	Premium
Commercial Auto	\$139
General Liability	\$650
Professional Liability	\$335
Terrorism	\$25
Total Annual Premium	\$1,149.00

Ask your agent about various billing and payment options.



#### The Cincinnati Advantage

#### LEADING WITH STRENGTH AND SERVICE

Our Ability to Pay Claims



Everything Insurance Should Be®

#### **Ratings**

The Cincinnati Insurance Companies serve businesses, families and individuals. Our policies are backed by our strong surplus, assuring that resources will be there to pay policyholder claims. Each company in Cincinnati's standard market property casualty insurance group earns high insurer financial strength ratings:

#### A.M. Best Co. – A+ (Superior)

This independent provider of insurer ratings since 1899 awards its A+ (Superior) financial strength rating to Cincinnati's property casualty group. Only the top approximately 12% of property casualty insurer groups receive A.M. Best's A+ or A++ ratings in the Superior category. Best cites the group's superior risk-adjusted capitalization, conservative loss reserving and operating fundamentals, along with favorable balance sheet liquidity, growing use of predictive modeling and successful distribution within our targeted regional markets.

#### Fitch Ratings – A+ (Strong)

Fitch Ratings cites Cincinnati's conservative capitalization, well-managed reserves and strong agency distribution system in awarding its A+ insurer financial strength rating.

#### Moody's Investors Service – A1 (Good Financial Security)

Moody's A1 rating of the standard market property casualty group is supported by Cincinnati's entrenched regional franchise, good risk-adjusted capital position, consistent reserve strength, strong financial flexibility and substantial holding company liquidity.

#### S&P Global Ratings - A+ (Strong)

S&P cites multiple factors supporting Cincinnati's A+ (Strong) rating, including the group's very strong capitalization and strong competitive position, which is supported by a very loyal and productive independent agency force and low-cost infrastructure.

#### Service

Cincinnati markets insurance exclusively through a select group of local independent agents who deliver exceptional products and services. This means you can rely on someone who knows your community, its businesses and people, and who works hard to earn your loyalty and continued business over the long term. Together with local Cincinnati claims representatives, they have built Cincinnati's reputation as one of the top insurers, confirmed time after time in independent surveys of agents and consumers.

Cincinnati's business is helping people recover financially after losses, working to preserve their dignity in the process. Cincinnati excels as a company by responding to claims person to person, and building financial strength to meet future obligations. Cincinnati's ability to pay claims is fully supported by a consistent reserving approach and a highly rated, diversified bond portfolio that significantly exceeds our liability for estimated future claims.

For information, coverage availability in your state, quotes or policy service, please contact your local independent agent recommending coverage.



This is not a policy. For a complete statement of the coverages and exclusions, please see the policy contract. "The Cincinnati Insurance Companies", "Cincinnati Insurance" and "Cincinnati" refer to member companies of the insurer group providing property and casualty coverages through The Cincinnati Insurance Company or one of its wholly owned subsidiaries – The Cincinnati Indemnity Company or The Cincinnati Casualty Company. Each insurer has sole financial responsibility for its own products. Not all subsidiaries operate in all states. Do not reproduce or post online, in whole or in part, without written permission. Ratings are effective as of the edition date of this form, under continuous review and subject to change and/or affirmation. For the latest financial strength ratings and information about our published rankings, independent surveys and studies, please visit *cinfin.com*. © 2023 The Cincinnati Insurance Company. 6200 S. Gilmore Road, Fairfield, OH 45014-5141.

cinfin.com



The Cincinnati Insurance Company

**Business Protection** 

#### SECURE YOUR RATES FOR THREE YEARS

Keeping Your Focus on What Matters



#### You deserve value beyond what you pay today

Your hard work isn't the only reason your business is a success. Your smart business decisions have helped to secure your company's financial future. Selecting insurance coverage from a carrier that shares your company's high standards makes good sense, and saving time and money while protecting your business makes your good choice even better.

#### Keep your focus on what matters

While you're running your business, Cincinnati Insurance can take away the task of annual renewals and ease your concerns about rate (cost per dollar of coverage) changes. We offer a unique benefit to qualifying commercial accounts. Our three-year package policy has rates that won't increase for the duration of your policy term, letting you keep your focus on your business instead of on annual renewals. Cincinnati makes this commitment to you and your business to support a relationship built on delivery of value and service.

#### Secure your rate

On specified lines of business – including property, general liability, crime and inland marine – rates calculated at policy inception do not change for the three years your policy is in force. This allows you to:

- better project and budget your insurance costs for the three-year term
- avoid repeating the renewal process annually
- enjoy stability of your three-year rate even if trends in the insurance market cause current rates to increase

Other lines of business – automobile, professional liability, commercial and personal umbrella, employment practices liability and workers' compensation – are rated annually.

For information, coverage availability in your state, quotes or policy service, please contact your local independent agent recommending coverage.



#### Rate and premiums

While your rate is set for three years, please note that your premium (total dollars paid) may change during your three-year policy period if:

- there are changes to your insured premium basis such as property values, payroll or sales estimates. Your rate doesn't change, but if the basis to which the rate is applied changes, your total premium will increase or decrease. While your premium basis for liability insurance may be audited annually, you are protected from increasing rates.
- the nature of your business changes. If you expand or change the scope of your business by offering new services that generate a different rate, your total premium could increase or decrease.
- your business locations(s) change during the policy term. These changes may generate a different rate and could cause your premium to increase or decrease.

Thank you for trusting your agent and Cincinnati to protect your business.



Everything Insurance Should Be®

We may cancel prior to the policy expiration date for one of the permissible reasons listed in the Common Policy Conditions and state amendatory endorsements on the policy. This is not a policy. For a complete statement of the coverages and exclusions, please see the policy contract. "The Cincinnati Insurance Companies" and "Cincinnati" refer to member companies of the insurer group providing property and casualty coverages through  $\square$  The Cincinnati Insurance Company or one of its wholly owned subsidiaries  $-\square$  The Cincinnati Indemnity Company,  $\square$  The Cincinnati Casualty Company or  $\square$  The Cincinnati Specialty Underwriters Insurance Company - and life and disability income insurance and annuities through  $\square$  The Cincinnati Life Insurance Company. Each insurer has sole financial responsibility for its own products. Not all subsidiaries operate in all states. 6200 S. Gilmore Road, Fairfield, OH 45014-5141. Copyright © 2017 The Cincinnati Insurance Company. All rights reserved.





#### **GENERAL LIABILITY**

Cincinnati liability insurance helps to financially protect you and your assets, leaving you free to focus on your business. Your policy comes with loss control services to help you manage risk and includes:

- coverage for injury or damage caused by the goods you've sold or work you've performed; for offenses
  arising out of the advertising of your goods and services; and for false arrest, libel, slander and wrongful
  eviction of others
- coverage for personal and advertising injury arising out of an insured contract
- contractually assumed defense costs provided outside of policy limits
- a general aggregate limit that automatically applies separately at each location (for ongoing operations) owned by, or rented or leased to you and to each construction project (for ongoing operations)

Your agent can help you tailor an insurance program specific to your needs, choosing from a variety of coverage options:

- Broadened General Liability Increases limits or adds coverage in one convenient form for employee benefit liability, automatic additional insured for specified relationships, expanded legal liability coverage for premises rented to you and medical payments.
- **Employee Benefits Liability** Covers your errors and omissions in administrating your employee benefits, such as accidentally failing to enroll an employee in an offered plan.
- Employment Practices Liability Insurance (EPLI) Covers claims of wrongful termination and age or sex discrimination.
- **Sexual Misconduct Liability** Provides legal liability coverage for damages because of injury arising out of sexual misconduct or molestation.
- Worldwide Business Liability Protects you when doing business in most parts of the world.

#### **Premises Operations and Products/Completed Operations**

Occurrence Limit: \$1,000,000

General Aggregate: \$2,000,000

Products Aggregate Limit: \$2,000,000

Personal and Advertising Injury Limit: \$1,000,000

**Exclusion Personal and Advertising Injury: No** 

**Exclusion Damage to Premises Rented to You: No** 

**Exclusion Employees and Volunteer Workers as Insureds: No** 

Medical Payments: \$10,000

**Excess Med Pay: No** 

This is not a policy. For a complete statement of coverages and exclusions, please see the policy contract. This quote is based on information supplied by you. It is subject to any pending rules and rate fillings and normal underwriting considerations, including acceptable loss experiences, favorable inspections and acceptable motor vehicle reports. Pricing offered in this quote is based on the total coverage offered. Please review the quote carefully for coverages, premiums, and policy terms and conditions.



Quote # 2199900 V1
Date Prepared 06/07/2023
Proposed Policy Period 06/09/2023 - 06/09/2026

ALL LOCATIONS	LIMIT	PREMIUM
Broadened Endorsement		\$150.00
Classification Description	<b>Premium Basis</b>	<b>Premium</b>
62003 CONDOMINIUMS-RESIDENTIAL -(ASSOC.RISK ONLY)	Units	
Prem/Op Exposure: 29		\$373.00
Prod/CO Exposure: Included		Included
Increase Needed for Coverage Part Minimum Premium of \$500		\$127.00
TOTAL GENERAL LIABILITY PREMIUM		\$650.00

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#### **Coverage Summary**

#### **CGL BROADENED ENDORSEMENT**

Commercial General Liability Broadened Endorsement GA210

This summarizes the coverages provided by the listed insurance forms, depending on the coverage option purchased or quoted. Higher limits that appear in an e-CLAS® sales proposal replace the limits listed. In the event of a conflict, the actual policy terms, conditions, limitations and exclusions shall prevail.

Liability Coverages	Limits		
Automatic additional insured when required in a written contract for: lessors of premises, lessors of equipment, vendors, mortgagees, assignees, receivers, and state or political subdivision's permits relating to premises	Included		
Bodily injury includes mental anguish	Included		
Broadened notice of occurrence	Included		
Employee benefit liability (\$1,000 deductible)	\$1 million each employee/ \$3 million aggregate		
Employees as insureds for specified healthcare services (nurses, EMTs and paramedics)	Included		
Expands damage to premises rented to insured to include lightning, smoke, soot or water	At the lesser of \$500,000 or the CGL each occurrence limit		
Former employees as insureds	Included		
Good samaritan coverage for employees or volunteers	Included		
Medical payments	\$10,000 any one person		
Newly formed or newly acquired organizations for up to 180 days	Included		
Nonowned aircraft	Included		
Property damage from reasonable force used to protect persons or property	Included		
Property damage to borrowed equipment when not in use (\$250 deductible)	\$10,000 each occurrence		
Supplementary payments:  • bail bonds  • loss of earnings	\$2,500 \$500 per day		
Unintentional failure to disclose existing hazards provisions	Included		
Waiver of subrogation if required in a written contract	Included		



Everything Insurance Should Be®

For information, coverage availability in your state, quotes or policy service, please contact your local independent agent recommending coverage. This is not a policy. For a complete statement of the coverages and exclusions, please see the policy contract. "The Cincinnati Insurance Companies", "Cincinnati Insurance" and "Cincinnati" refer to member companies of the insurer group providing property and casualty coverages through The Cincinnati Insurance Company or one of its wholly owned subsidiaries – The Cincinnati Indemnity Company or The Cincinnati Casualty Company. Each insurer has sole financial responsibility for its own products. Not all subsidiaries operate in all states. Do not reproduce or post online, in whole or in part, without written permission. © 2018 The Cincinnati Insurance Company. 6200 S. Gilmore Road, Fairfield, OH 45014-5141.

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#### PROFESSIONAL LIABILITY

You may be held legally responsible for bodily injury or property damage arising out of providing or failing to provide professional services in the practice of your profession.

Insure your professional exposure with Cincinnati Insurance and receive coverage on an occurrence basis, providing a number of benefits:

- **Unlimited time period to report claims** The occurrence policy pays for a covered professional incident that occurs during the policy period, even when reported after the policy period. By comparison, a claims-made policy covers only those claims reported during the policy period.
- **Costs savings** With occurrence coverage you avoid the need to purchase extended reporting period (ERP) coverage, which is needed to close a gap in claims made coverage when it terminates, such as when a business owner retires, goes out of business or switches to an occurrence coverage form.
- **Flexibility** If you choose to change insurers, going from one occurrence policy to another does not require the purchase of an extended reporting period or prior acts coverage. You have the option to increase your professional liability limits by purchasing Professional Umbrella Liability coverage.

ALL LOCATIONS	LIMIT	PREMIUM
Condominium or Homeowners Associations Wrongful Acts		\$335.00
Each Claim	\$1,000,000	
Aggregate	\$1,000,000	
TOTAL PROFESSIONAL LIABILITY PREMIUM		\$335.00

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#### **COMMERCIAL AUTO**

All businesses have a need for automobile coverage, whether for hired and nonowned autos or a fleet of business vehicles you own. Your Cincinnati auto policy includes:

- A broad definition of insured, including yourself and in most cases anyone else using a covered auto with your permission
- Worldwide coverage when traveling in most locations
- Coverage for newly acquired autos for up to 30 days
- Defense costs outside of policy limits, saving your policy limits
- Multiple coverage extensions that add value, such as:
  - \$2,000 for costs of bail bonds required because of a covered accident
  - \$250/day for loss of earnings for time off work at our request
  - Transportation expenses up to \$20/day, \$600 maximum after theft of a covered private passenger auto.
  - Loss of use coverage up to \$20/day, \$600 maximum, for qualified losses

#### More Cincinnati advantages:

- Package your Cincinnati policies for convenience.
- Insure a range of vehicle types, including specialized vehicles unique to your operations.
- Receive help from a loss control representative to help you manage your auto risk.
- Choose from an array of optional coverages to tailor your policy. Consider our most popular one, the CinciPlus® Business Auto XC® Endorsement, which adds a bundle of auto coverages for less premium than if you purchased each separately.

#### **Policy Limits**

Liability: CSL \$1,000,000

(NC)

#### **Additional Auto Coverages**

Coverage	Liab	MP	OTC DED	COLL DED	UM/UIM	Limit	Premium
Hired and Non-Owned Auto Liability	Yes						\$139.00

#### **TOTAL COMMERCIAL AUTO PREMIUM**

\$139.00

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#### **Business Insurance**

## CINCINNATI BILLED POLICIES — PAYMENT PLANS AND OPTIONS



Everything Insurance Should Be®

#### For policies billed by Cincinnati

You'll receive billing statements from and pay your insurance premiums directly to Cincinnati. Save up to \$5 for each installment when you pay your premiums using electronic funds transfer.

#### Pay plan options

#### Monthly:

- no minimum annual premium
- installment fees up to \$5 apply for each payment, unless paid using EFT

#### Quarterly and semi-annual:

- no minimum annual premium
- first installment due at policy inception
- fees up to \$5 apply for each installment, unless paid using EFT

#### Annual:

- full payment due at policy inception
- no installment fees apply

#### **Payment options**

You can pay your insurance premiums directly to Cincinnati with the method that best suits your needs:

#### Electronic funds transfer:

- You complete a form authorizing Cincinnati to set up automatic, ongoing withdrawals for each installment from your checking or savings account.
- Installment fees do not apply when payment is made by EFT (Not available in Texas or Nevada)
- If you initially choose another payment option, Cincinnati includes a prefilled EFT form with your first account statement and/or premium notice, giving you the option to switch to EFT for future payments.

#### Online:

- Visit *cinfin.com* to pay online.
- To set up an online payment, refer to your Cincinnati account statement or premium-due notice for the information you need.
- You can pay by Visa<sup>®</sup>, MasterCard<sup>®</sup> or Discover<sup>®</sup> card, debit card, checking account or savings account.
- This method allows access for multiple payors on the account.
- You initiate each payment; you *cannot* schedule recurring payments.
- You can pay immediately or schedule a single payment for a future date up to the payment due date.
- Payments confirmed by 3 p.m. Eastern Time are processed the same day (Monday through Friday, excluding legal holidays).
- For assistance with online payment services, please call 888-242-0888.

#### By phone:

- You can pay immediately by dialing 800-364-3400.
- Refer to your Cincinnati account statement and/or premium-due notice for the information you need.
- You can pay by Visa, MasterCard or Discover card, debit card, checking account or savings account.
- This method allows access for multiple payors on the account.
- You initiate each payment; you *cannot* schedule recurring payments.
- Payments confirmed by 3 p.m. Eastern Time are processed the same day (Monday through Friday, excluding legal holidays).

#### By check:

- Please pay by check and send through the mail, allowing sufficient time for postal delivery.
- Mail to: The Cincinnati Insurance Companies, Cincinnati, OH, P.O. Box 145620, 45250-5620.

Your agent can help you choose the pay plan and payment method that best fits your needs.

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The Cincinnati Insurance Companies

**Business Insurance** 

#### TERRORISM COVERAGE



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#### What is the Terrorism Act?

The Terrorism Risk Insurance Act of 2002 established a program under which the federal government shares with the insurance industry the risk of loss from certain future acts of terrorism, and – in the case of workers' compensation coverage – loss from acts of war.

The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism. Terrorism is a violent act or an act dangerous to life, property or infrastructure committed by an individual or individuals as part of an effort to coerce the population or government of the United States that results in aggregate losses of \$5 million or more.

#### Your new insurance proposal includes terrorism coverage

In compliance with the Act, we offer on this proposal terrorism coverage for lines of business on which the Act applies. Terrorism coverage is limited to acts certified under the federal program and by the terms, conditions, exclusions, limits, endorsements, provisions of your policy and any applicable laws to which this coverage quote applies.

Your Premium Summary shows the total charges for terrorism coverage. Cincinnati charges premiums for terrorism coverage based only on our portion of the potential losses and not the federal government's portion paid under the Act. While we encourage policyholders to keep terrorism coverage, you may reject coverage by signing a rejection form, which your independent agent representing Cincinnati can provide.

#### Renewal policies

When you are renewing a policy, your renewal proposal will include the terrorism coverage described above, even if you previously signed a rejection statement for one or more lines of insurance.

- To purchase this coverage, please contact your agent for additional information.
- If you do not wish to purchase the proposed terrorism coverage, please complete
  and sign a new rejection form that your agent can provide.

Thank you for trusting your agent and Cincinnati to protect your business.

For information, coverage availability in your state, quotes or policy service, please contact your local independent agent recommending coverage.

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The Cincinnati Insurance Companies

**Business Protection** 

## MANAGEMENT LIABILITY COVERAGE FOR COMMUNITY ASSOCIATIONS



## Why purchase management liability coverage for community associations?

A community association and its board of directors and officers can be vulnerable to lawsuits arising from claims of wrongful acts. Whatever the size of your condominium, homeowner or other community association, Cincinnati Insurance has the management liability coverage you need to round out your property, general liability and umbrella insurance program.

Protect your association with one of Cincinnati's management liability coverages tailored for your exposures:

- Wrongful acts coverage for associations that can be added to any Cincinnati commercial package policy or CinciPak™ policy for an additional premium charge
- Pillar<sup>™</sup> management liability director and officer coverage with optional employment practices liability coverage
- Capital Endorsement that for a flat premium charge:
  - bolsters your D&O protection with 20 additional coverage features, including an additional Side A D&O limit and unexpected cancellation, travel, crisis and other expenses, after covered incidents
  - provides a separate limit for each feature
  - pays in addition to other insurance provided under a Cincinnati or other carriers' policy, except for a few features that indicate otherwise

Protect your association with one of Cincinnati's management liability coverages tailored for your exposures:

- Wrongful acts coverage for associations that can be added to any Cincinnati commercial package policy or CinciPak policy for an additional premium charge
- Pillar management liability directors and officers coverage with optional employment practices liability coverage

Talk to your independent insurance agent representing Cincinnati, whose expertise will help you select the management liability coverage to protect your community association. Depending on which coverage you choose, valuable features include:

- Full prior acts coverage in most cases
- Access to a help line to seek advice about reducing or avoiding a potential wrongful act loss at no additional cost
- Legal assistance to defend your association, even when the allegations are groundless, false or fraudulent
- Coverage for volunteers, property managers, employees and committee members

For information, coverage availability in your state, quotes or policy service, please contact your local independent agent recommending coverage.

#### The company you can count on

To determine which coverage best fits your association's exposures, talk to your local independent insurance agent representing Cincinnati. With professional advice from your agent and coverage from Cincinnati Insurance, know that you have an exceptional insurance program from a company that offers superior claims service and earns high financial strength ratings, reflecting our ability to pay claims and keep our promises.

Please visit *cinfin.com* and Financial Strength to see our latest ratings.

Thank you for trusting your agent and Cincinnati to protect your association.



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The Cincinnati Insurance Companies

#### **ABOUT US**

Building Trust and Following the Golden Rule



Everything Insurance Should Be®

#### **FULFILLING OUR PROMISES**

For more than 70 years, we have been working with independent agents to provide the appropriate coverages to help you restore your livelihood and regain a sense of stability in the community after disaster strikes.

Choosing Cincinnati Insurance means that beyond the appropriate products and services, you value consistency and quality in your insurance buying decisions. You can trust Cincinnati to lead with financial strength, and keep our promises by paying all that is due under each policy contract.

#### Earning your trust

Consider the Cincinnati experience from the viewpoint of others by visiting *cinfin.com/service* to review service stories and videos.

More than 90% of our policyholders are highly satisfied with the overall claims process, based on over 50,000 standard lines auto and property policyholders responding to claims satisfaction surveys over the last four years with an 8, 9 or 10 on a 10-point scale.

#### Leading with financial strength

Ranking among the nation's top 25 property casualty insurers groups, based on net written premiums, we've been included among a select group of carriers that have been ranked A or higher by A.M. Best Company for more than 50 years. Three other independent rating firms also award us with strong ratings that help assess our ability to meet our financial obligations to you, so you can rest easy. We see our financial strength, including our more than \$5 billion in policyholder surplus, as an opportunity to better serve you – from improved coverages to exceptional service.

#### **ACTIONS SPEAK LOUDER IN PERSON®**

#### Living where our customers live

You will receive professional advice from your local independent agent who represents us and is supported by Cincinnati representatives, living and working in or near your agent's community.

#### Empowering our associates

Our unique field structure places local marketing and claims decision-makers in the communities they serve. The field claims representative assisting you holds the authority to make decisions and to write checks on the spot for many types of claims. In addition to our local representatives, in the event of a natural disaster, we will activate storm teams and send additional Cincinnati associates who will help to restore your lifestyle and peace of mind quickly, by handling your claims in-person.

#### Following the Golden Rule

We treat others as we would like to be treated, complementing the service you receive from your agent by reviewing each claim with honesty, integrity and compassion and paying all that is due under your policy. You can count on prompt and personal service – delivered with empathy – to get you back on track.

For information about Cincinnati Insurance, please visit *cinfin.com*.

<sup>1</sup> Ratings are effective as of the edition date of this form, under continuous review and subject to change and/or affirmation. For the latest financial strength ratings and information about our published rankings, independent surveys and studies, please visit *cinfin.com*.

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The	Cinc	innati	Casualty	/ Comp	any
The	Cinci	innati	Indemni	ty Com	pany

## CERTIFIED ACTS AND OTHER ACTS OF TERRORISM INSURANCE REJECTION FORM

You should read this document carefully and contact us or your agent if you have any questions regarding insurance coverage for Certified Acts of Terrorism and Other Acts of Terrorism. No coverage is provided by this document.

Under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. For information regarding the availability of coverage for Certified Acts and Other Acts of Terrorism, subject to an additional premium, please contact your insurance agent.

The undersigned policyholder or applicant acknowledges and understands that terrorism insurance coverage has been offered pursuant to the Terrorism Risk Insurance Act and its amendments and the policyholder has chosen to reject coverage for Certified Acts and Other Acts of Terrorism.

The rejection of coverage for Terrorism is valid and binding on all insureds and persons claiming benefits under the policy/application.

This rejection of coverage for Terrorism will apply to any renewal, reinstatement, substitute, amended, altered, modified, transfer or replacement policy with this company or with any affiliated company unless the Named Insured makes a written request to the company to exercise a different option.

#### Your Acknowledgment:

By signing below, I acknowledge that:

- 1. I intend that my selection will apply to me and to all other persons or organizations that may be eligible for coverage under this policy.
- 2. I understand that my selection applies to all subsequent renewals or amendments of my policy unless I request otherwise in writing.
- **3.** I have read and understand the purpose and content of this form and the consequences of my selection.
- **4.** I am legally authorized to make decisions concerning the purchase of Terrorism Insurance Coverage.

Name of Insurance Company	
Policy/Application Number	
Policyholder/Applicant	
Applicant Signature	Date
Agent	
Agent Signature	Date

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## "OCEAN-CAROVA, JOINT VENTURE"

10/6/2023

(OCEAN SANDS CORPORATION AND CAROVA CORPORATION)

# ESTATES AT CAROVA BEACH ASSOCIATION (HOA) TRANSITION

### **RESERVE FUND (HOA)**

2 YEARS FUTURE LIABILITY INSURANCE (HO	A)	\$	2,298.00
(Current County Requirement) 2 YEARS ESTIMATED COMMON AREA MAIN	TENANCE	Ś	5,000.00
(Current County Requirement)	TENANCE	ş	3,000.00
FUTURE ACCOUNTING AND LEGAL FEES		\$	1,000.00
Т	OTAL:	\$	8,298.00

#### PRE-PAID DEVELOPER CONTRIBUTIONS

10 MONTHS HOW MANAGEMENT FEES	Ş	11,508.00
(SEPTEMBER 2023 - DECEMBER 2024)		
PAM MATTHEWS - WEBPAGE DEVELOPMENT	\$	1,201.00
(USE OF PROFESSIONAL PHOTOS)		

TOTAL:

\$ 12,709.00

### **REQUIRED FUNDS FOR COUNTY APPROVAL**

RECENT SWALE, ROAD AND COMN INSPECTION FEE ADVANCE	ION AREA REPAIRS		8,100.00 1,600.00
	TOTAL:	Ś	9.700.00

TOTAL EXPENDITURES: \$ 30,707.00

Q

#### Estates at Carova Beach Association

Show Inactive Accounts

• Inactive Account • Depository Account

2 10	Description	Account #	Balance
•	Pinnacle Operating 1413	800108911413	\$2,782.00
	Pinnacle Reserves 1447	800108911447	\$6,455.00
		BANK:	TOTAL: \$9,237.00
		PINNACLE FINANCIAL	114
		FINANCIAL	
		PARTNERS	

<b>Ⅲ</b> Excel	<b>⊘</b> Refresh	<b>⊘</b> Cancel		III Dashboard
Estates	at Carova Bea	ch Association		
	annual distance National State of State			Show Inactive Accounts
Inac	tive Account	Depository Account	it	
● Inac	Description	Depository Account	Account #	Balance
• Inac				Balance \$2,782.00

**Miscellaneous Information Lists**