



THE REGENCY
INSURANCE
Effective Policy Period 9-1-2023 to 8-31-2024

Changes in Association policy:

- Property Damage deductible \$50,000. Owner's liability \$50,000
- Water Damage deductible \$100,000. Owner's liability \$50,000
- Do you need coverage or have insurance questions? Contact your agent/carrier or Valerie Carr at Huesman Schmid-513-521-8590/vcarr@hsins.com.

Major items covered under the Association's policy:

- Building's Association Office contents
- Association's contents
- Inside condo units
 - Bathroom fixtures
 - Kitchen cabinets
 - Other cabinets and built-ins
 - Wall to wall carpeting
 - Parquet flooring
 - Built-in appliances
 - All built-in or installed fixtures
 - Interior walls
 - Windows
 - Doors, frames, hardware and sashes.

If you have made \$5,000 or more of improvements, then documentation should be sent to the office to ensure proper coverage.

Important Unit-Owners Coverage:

- Wall coverings- this should include coverage for wallpaper, borders, tile wall or floor coverings, window furnishings, painting, etc.
- Personal property- coverage for all your personal belongings inside your unit or in storage.

- Loss assessment for \$50,000 - this coverage is for any loss assessment that the association may be able to charge you back for in case of a loss. Most companies include this in their condo policies; however, limit the amount paid or include restrictive wording on what will be paid towards the Association's deductible.
- Whether it is covered under Association or your own policy, it is best to have your major items inventoried in case of loss. Photos of your personal property can be invaluable if you have a claim.
- Check with your agent, \$50,000 is what could be charged to you for reimbursement of a water damage claim.

Renters:

- If you are a renter, you should have renter's insurance (even if you are renting from your children.) Whomever owns the condo should have a condo policy on the unit, even if it is rented to others.

How can you help reduce claims?

- Beware of what is going on around you.
- Report any items that you may see as being a potential claim, such as icy spots on sidewalks, uneven pavement, potholes, water leaks, etc.

How do you or your mortgagee request a certificate of coverage?

- If a certificate is needed you or your mortgagee should contact Huesman Schmid at 513-521-8590 or email Valerie Carr at www.vcarr@hsins.com.

What can you expect in the future?

- Market is trending property rates will increase thru 2024.

Attachments

- Huesman Schmid carrier list
- Regency's Master Certificate of Property and Liability Insurance
- Articles IV, V, VI, VII and XI of the By-Laws
- What is Condominium Loss Assessment?
- Don't pay what you don't need coverage for

INSURANCE

LOSS ASSESSMENT CLAIMS EXAMPLES

Example 1:

If you have a faulty lamp that causes a fire with \$35,000 in damages, since the Association has a \$50,000 deductible you would be responsible for repayment of the entire loss per the Bi-Laws. We would charge this back to you if your personal insurance does not provide coverage.

Example 2:

If a water line to your commode or sink(s) breaks and does \$60,000 worth of damage to your unit or other units that the Association is responsible for per the Bi-Laws, you would be assessed \$50,000 for the Water Damage Deductible.

Example 3:

Drain line in the wall prior to the main breaks does \$60,000 worth of damage to your unit or other units that the Association is responsible for per the Bi-Laws, you would be assessed \$50,000 for the Water Damage Deductible.

Are you covered, is it worth the cost, etc? We have copies of the By-laws and our certification of coverage if it can be of any help.

Sincerely,

James R. Schafer, Jr.
General Manager

HUESMAN SCHMID
5670 Cheviot Road
Cincinnati, Ohio 45247
513-521-8590

AUTO & CONDOMINIUM CARRIER LIST

The following is a list of insurance companies that Huesman Schmid represents that can offer coverage for your personal insurance needs including Loss Assessment of up to \$50,000. Each carrier is rated at least A+ by AM Best.

CARRIERS

Auto-Owners
Cincinnati Insurance
Donegal
Frankenmuth
Grange
Progressive - Condo
Safeco
State Auto
Travelers
Westfield

In most cases it saves you additional premium to package your condominium coverage with your auto. We can offer you Umbrella coverage of \$1,000,000 or higher if needed.

We have access to several other carriers that cover special types of risks such as high valued vehicles, antique/classic cars, motor homes, etc.

We can also place coverage for secondary homes located in other states.

AGENT: Valerie Carr
[www.vcarr@hsins.com](mailto:vcarr@hsins.com)

ARTICLE XI

INSURANCE

A. Fire and Extended Coverage Insurance. The Association shall obtain and maintain insurance for all structures and improvements now or hereafter constituting the common Areas, including building service equipment and common personal property and supplies, against loss or damage by fire, windstorm, malicious mischief, vandalism and all other hazards ordinarily insured against in fire and extended coverage insurance policies issued in Hamilton County, Ohio (the "Fire Insurance"). The Fire Insurance shall further insure all bathroom and kitchen fixtures and cabinets, all wall to wall carpeting, parquet floor treatment, all built-in appliances, and all other built-in or installed fixtures and equipment now or hereafter located in any Unit, together with all Interior Walls, windows, doors and the frames, jambs, sashes and hardware thereof constituting part of any Unit. The wall coverings attached to the walls of each Unit and all non-affixed personal property located in each Unit need not be covered by the Fire Insurance. Each Unit Owner shall notify the Board of all permanent improvements valued in excess of \$5,000 made by the Unit Owner to his Unit. The Fire Insurance policy shall contain an agreed amount endorsement establishing coverage in an amount determined by the insurer from time to time to be sufficient to prevent the Unit Owners from becoming co-insurers under the terms of any applicable co-insurance provision, provided that such coverage shall not be less than the actual replacement cost of all buildings and improvements now or hereafter situated on the Condominium Property, exclusive of the cost of excavations, foundations and footings. Such policy shall also contain an "inflation guard" endorsement if available.

The Fire Insurance shall name the Association as the insured for the use and benefit of the Unit Owners. The insurance policy shall contain a waiver by the insurer of its right of subrogation for any claims against Dana Properties, Inc. and for any claims against the Association, the Association's Officers, the Managing Agent employed by the Association, the members of the Board, and the Unit Owners. The Fire Insurance policy shall provide by endorsement or otherwise that its coverage shall not be canceled, invalidated or suspended because of the conduct of any member of the Board or of any Officer or employee of the Association, or of the Managing Agent employed by the Association unless the Association fails to remedy such conduct within thirty (30) days after the insurer delivers written notice to the Board specifying the conduct to be remedied.

The Fire Insurance policy shall contain or shall have attached thereto a

standard mortgage clause customarily acceptable to institutional mortgage lenders in Hamilton County, Ohio in favor of each holder of a mortgage on a Unit. Such mortgage clause shall provide that all proceeds of the Fire Insurance policy shall be paid to the Association for the use and benefit of the Unit Owners and the named mortgagees as their interests may appear. The Fire Insurance policy shall further provide that the coverage of any mortgagee of a Unit will not be canceled, substantially modified, or otherwise affected by the failure of the Association to pay the premiums for the Fire Insurance or by the conduct of any Unit Owner or household member of any Unit Owner, any occupant of the Unit, the Board, any Officer of the Association, or any agent or employee of the Association without the insurer's delivering written notice thereof to such mortgagee at least thirty (30) days prior to the date of such cancellation or modification.

The Board shall obtain the Fire Insurance policy from an insurer authorized to write insurance in the State of Ohio which has a financial rating of at least "A" and a general policy holder's rating of at least "Ten," as determined by the most current available edition of Best's Insurance Reports, or its successor.

The Board shall obtain one master Fire Insurance policy covering physical damage for the entire Condominium Property under which the insurance company will issue to each Unit Owner a certificate or sub-policy specifying the coverage applicable to his Unit and the undivided interest in the Common Areas appurtenant to his Unit. The cost of the premiums for the Fire Insurance shall be paid by the Association as a Common Expense.

B. Receipt and Disbursement of Proceeds. All proceeds received from the Fire Insurance policies and endorsements shall be received, held and disbursed for repairs by the Treasurer of the Association in accordance with the applicable provisions of the Bylaws.

C. Liability Insurance. The Association shall obtain and maintain a comprehensive policy of public liability insurance insuring the Association, the members of the Board, and the Unit Owners and occupants of Units against claims for personal injuries and property damage occurring in, on, or about the Common Areas. This liability insurance shall insure against all risks that the Board may determine to be customarily insured against with respect to housing developments located in Hamilton County, Ohio which are similar to the Condominium in construction, purpose and use. The Board shall review the amounts of such coverage at least one time each fiscal year. In no event shall

the amounts of such coverage be less than \$1,000,000 for any bodily injury or death and any property damage suffered in any one accident or occurrence. This public liability insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit owner or occupant because of the negligent act of the Association, the Board, or other-Unit Owners or occupants. This policy shall also contain a cross liability endorsement under which the rights of any named insured under the policy shall not be prejudiced with respect to any action he may have against another named insured. Such policy shall further provide for thirty (30) days' written notice prior to cancellation or modification.

D. Separate Unit Owner's Insurance. Each Unit Owner or occupant may obtain insurance at his expense for his Unit in addition to the insurance obtained by the Association; however, no Unit Owner or occupant shall purchase any individual policy of fire or extended coverage insurance insuring against the casualties covered in the Fire Insurance policy. If any additional insurance obtained by any Unit Owner or occupant causes any diminution in the amount of proceeds payable to the Association under the Fire Insurance policy or causes any insurance coverage maintained by the Board to be otherwise brought into contribution with the Unit Owner's additional insurance, the Unit Owner or occupant who obtained the additional insurance shall be liable to the Association for any diminution or loss of proceeds suffered by the Association as a result of such additional insurance.

A Unit Owner or occupant may, at his own expense, obtain insurance against losses with respect to the personal property, furnishings, and improvements installed in his Unit, provided that if the Association obtains insurance for permanent improvements and built-in fixtures and equipment located in the Units, a Unit Owner shall not obtain insurance coverage exceeding the type and nature of coverage commonly referred to as "tenants improvements and betterments." Any Unit owner who obtains insurance covering any portion of the Condominium Property other than personal property shall file a copy of the policy of such insurance with the Board within thirty (30) days after the purchase of the insurance or the cancellation thereof.

It is the responsibility of each Unit Owner to obtain, at his expense, public liability insurance with respect to events occurring within his Unit.

All insurance separately carried by a Unit Owner to cover his Unit shall contain a waiver by the insurer of subrogation rights against Dana Properties, Inc., the Association, the members of the Board, the Officers of the Association,

and all Unit Owners and occupants.

E. Other Association Insurance; Fidelity Bonds. The Association may obtain and maintain contractual liability insurance, trustees', directors' and officers' liability insurance, worker's compensation insurance, and such other insurance as the Board may determine to be necessary to the welfare of the Association and the Unit Owners.

The Association shall obtain fidelity bond coverage with respect to persons handling Association funds. The amount of such bond coverage shall be reasonably determined by the Board but in no event shall such coverage be less than three (3) months aggregate assessment on all Units plus reserve funds. The Association shall be a named obligee on such bonds, and such bonds shall provide waiver of defenses by the insurer based on exclusion of persons serving without compensation from the definition of "employees." Such bonds shall further provide for thirty (30) days' notice prior to cancellation or modification.

F. Board as Agent. The Board is irrevocably appointed agent and attorney-in-fact for each Unit Owner and for each holder of a mortgage or other lien on a Unit and for each owner of any other interest in the Condominium Property for the purpose of adjusting all claims arising under insurance policies purchased by the Board on behalf of the Association, executing and delivering releases upon the payment of claims, collecting and disbursing all insurance proceeds paid to the Association, prosecuting any insurance claims pertaining to the Common Areas on behalf of the Unit Owners, and supervising the restoration of any buildings or improvements damaged by an insurable casualty.

ARTICLE III

GENERAL DESCRIPTION OF BUILDINGS

The buildings of the Condominium consist of three (3) structures containing, in total, the living areas of 289 Residential Units, the cabana areas of 20 Cabana Units and the commercial areas of eight (8) Commercial Units. These Unit Buildings are numbered separately, as detailed in the Drawings, as Nos. A through C.

The principal materials of which the Unit Buildings are constructed are wood, brick, concrete, glass, stone, drywall, shingles and concrete block. The number of stories in each Unit Building are detailed in the Drawings.

There are certain commercial facilities which are a part of the condominium. These facilities are identified as such on Exhibits B, C and D. The Board may permit the use of the Common Areas and Units owned or leased by the Association for community laundry facilities, a management and resale office, a resident manager's office or apartment, one or more maintenance employee's apartments and any other lawful purpose.

ARTICLE IV

UNITS:

DESCRIPTIONS, DESIGNATIONS AND BOUNDARIES

A. Definition of Unit. A Unit consists of the floor area of each group of rooms that are designated and detailed to constitute one Unit in the Drawings. A Unit shall further consist of the following:

(i) the undecorated interior surface of the perimeter walls bounding said rooms (the "Perimeter Walls"), and all materials, frames and space comprising the interior walls located within the bounds of such Perimeter Walls, except any interior walls which constitute a structural, load-bearing or component element of any Unit Building or contain any pipes, wires, conduits, ducts or similar Common Areas that serve another Unit (the "Interior Walls") and the undecorated interior surfaces of such excluded walls;

(ii) all doors, including without limitation, sliding glass doors, door jambs and hardware, and finishing trim located in the Perimeter or Interior Walls;

(iii) all window frames, windows, and window screens located in the Perimeter. Walls or located in doors which are located in the Perimeter Walls;

(iv) all control knobs, switches, thermostats, outlets, equipment and fixtures, that constitute a part of any duct, plumbing, electrical, heating, or utility system or cooling system, if any, serving such rooms that are situated within the Perimeter Walls;

(v) if applicable, the entire manufactured fireplace assembly, the hearth, the flue pipe and exhaust duct, and the flue vent cap;

See 12th Amend. Sec. 2.

(vi) those portions of the forced air gas ducts, vents and registers and the condensing unit, the air handler/blower equipment, the ducts, the vents and registers, the wiring and the plumbing and tubes constituting the heating and air conditioning systems situated within the Perimeter or Interior Walls of a unit and which only serves such unit (notwithstanding which, the Association maintains at Association expense);

(vii) all pipes, lines, valves, conduits, ducts, wiring, meters and other

equipment that are situated within the Perimeter or Interior Walls of a Unit and which only serve such Unit;

(viii) the undecorated interior surface of the ceiling of such rooms;

(ix) the undecorated interior surface of the flooring of such rooms;

(x) the undecorated interior surfaces of the walls, ceiling, floor, stairs and landing of the entry to a Unit, if applicable; and

(xi) All areas of space, wall coverings, floor coverings, personal property, and all fixtures located within the bounds of the floor, ceiling, and wall surfaces described above.

Interior Walls situated within the boundaries of each Unit are approximately located in the Drawings. Those Interior Walls constituting part of a Unit may, from time to time, be removed, altered or replaced by the Unit Owner without requiring an amendment to this Declaration or the Drawings.

See 3rd Amend. Sec. D.

B. Number of Units; Unit Designations. There are 289 Residential Units, eight (8) Commercial Units and twenty (20) Cabana Units, located in the three (3) Unit Buildings. The graphical designation, location and approximate area of each Unit, together with the number of rooms comprising each Unit, are detailed in the Drawings.

Each group of rooms constituting a Unit is graphically designated in the Drawings by separately assigned numbers. No Unit bears the same designation as any other Unit. The table attached to this Declaration as Exhibit B sets forth for each Unit its numerical designation, street address, the Percentage Interest of the Unit, its approximate area and the total number of habitable or commercially usable rooms in the Unit.

C. Access. Each Unit shall have direct access to the Common Areas immediately adjacent to such Unit and through such Common Areas to the sidewalks, driveways and parking areas of the Condominium. Each Unit shall have access to a dedicated street and to the Recreational Facilities.

ARTICLE V

COMMON AREAS

A. Definition. The Common Areas include the Land and all the buildings, improvements, easements, rights and appurtenances constructed on, encumbering or belonging to the Condominium Property, excepting there from

the Units as defined in Article IV herein or in any amendment to this Declaration. The Limited Common Areas, as defined in Article VI herein or in any amendment to this Declaration, constitute the portions of the Common Areas which are reserved for the private use and enjoyment of certain Unit Owners. The Common Areas include, without limitation, the hot water heaters, air-conditioning and humidifying equipment and gas furnaces serving the Units (not including air-conditioning units installed in windows), and all pipes, wires and ducts extending from such equipment to each Unit, the commercial space located in the Common Areas, the garage, and two (2) apartments located on the first floor of the High Rise Building.

See 5th Amend. Sec. 3.

The Declaration and Drawings were amended by the 5th Amendment to redesignate certain portions of the Common Areas as Limited Common Areas as shown on the Drawing attached hereto as Exhibit C.

All costs associated with the maintenance, operation, repair, and replacement of the Limited Common Areas designated as High Rise Building Limited Common Areas on the attached Exhibit shall henceforth be assessed to the high rise building unit owners ("High Rise Building Unit Owners").

All costs incurred in maintaining, operating, repairing and replacing the Limited Common Areas designated as Low Rise Building Limited Common Areas in the attached Exhibit shall henceforth be assessed to the low rise building unit owners ("Low Rise Building Unit Owners").

See 5th Amend. Sec. 10.

Notwithstanding the foregoing, the Low Rise Building Unit Owners and their respective heirs, administrators, successors, assigns, tenants, invitees and licensees shall have the right of ingress and egress on, over and across that portion of the High Rise Building Limited Common Area consisting of an existing entrance and driveway connecting the driveway located on the Low Rise Building Limited Common Area to Dana Avenue, which right of ingress and egress shall not be obstructed or impaired by the Association or by the High Rise Building Unit Owners.

See 5th Amend. Sec. 11.

Notwithstanding the foregoing, the present Low Rise Building Unit Owners (as of March 25, 1988) shall have an irrevocable license to use the swimming pool and associated facilities located on the High Rise Building Limited Common Area with the right of ingress and egress thereto for as long as such Unit Owner resides in his or her Unit and remains a Unit Owner. The license

conferred hereby shall terminate automatically upon the conveyance of such Low Rise Building Unit Owner's Unit or when such Unit Owner leases or otherwise ceases to use his or her Unit as a personal residence.

ARTICLE VII

MAINTENANCE; REPAIRS; MANAGEMENT ALTERATIONS; IMPROVEMENTS.

Responsibility for the maintenance and management of the Condominium Property and restrictions upon the use and alteration of the Condominium Property are hereby established as provided in this Article.

A. Units. Each Unit Owner or occupant of a Unit shall repair, replace, and maintain in good order and condition, at the Unit Owner's or occupant's expense, all portions, equipment and components of his Unit except for exterior windows and doors, which shall be maintained by and at the expense of the Association. This responsibility of repair and maintenance includes without limitation promptly furnishing all necessary materials and performing or causing to be performed at his own expense all maintenance, repairs and replacements within his Unit which, if omitted, would adversely affect the safety of the Condominium Property. Each Unit Owner shall maintain those portions of his Unit which are adjacent to any Common Areas in accordance with the maintenance and architectural Rules established by the Board or set forth in this Declaration.

If any Unit Owner or occupant fails to maintain his Unit in the manner required herein and if the Board determines that any maintenance, repair, or replacement of any portion or component of such Unit is necessary to ensure public safety, to permit reasonable use or enjoyment of the Condominium Property by other Unit Owners, or to prevent damage to or destruction of any other part of the Condominium Property, the Board may authorize its employees or agents to enter the Unit in accordance with the provisions of Article XIII of this Declaration at any reasonable time to complete the necessary maintenance, repairs, or replacement. Thereafter, the Board may levy a Special Individual Unit Assessment against the Owner of such Unit for all reasonable expenses incurred by the Board in effecting such repair, maintenance or replacement.

B. Common Areas. Except as otherwise provided herein, the Association shall maintain, administer, repair and replace all portions of the Common Areas. All incidental damage caused to a Unit in connection with any work performed

on behalf of the Association in or upon any Common Areas shall be promptly repaired at the expense of the Association, except as otherwise provided herein.

C. Liability for Damage by Unit Owner. In the event any Common Areas or any portion of a Unit which the Association is required to maintain are damaged by the intentional, reckless, or negligent act or failure to act of any Unit Owner or occupant, his family, guests, or invitees, the Board may levy a Special Individual Unit Assessment against such Unit Owner for the cost of repairing or replacing the damaged property. The Association shall be entitled to enter a Unit to repair any Common Areas adjacent to such Unit and any portion of a Unit the Association is required to maintain in accordance with the provisions of Article XIII of this Declaration. The Association shall repair or replace, at its own expense, all personal property, all portions of any Unit, and all other portions of the Condominium Property which are damaged as a result of the Association's performing its maintenance rights or obligations; provided that if the Board determines that the intentional, reckless, negligent or willful act or omission of any Unit Owner, occupants, or his guests or invitees, caused the Association to undertake the special maintenance or repairs that caused the incidental damage to the Condominium Property, the Board may charge the expense of repairing such damaged property against the responsible Unit Owner as a Special Individual Unit Assessment.

E. Report of Damage. Each Unit Owner shall promptly report to the Board any damage or occurrence in or adjacent to his Unit requiring repairs for which the Association is responsible. In the event any such damage shall remain unreported for a period exceeding thirty (30) days from the date the damage occurred, the owner responsible for reporting the damage shall be liable for all costs incurred by the Association in repairing the same.

*Note Ref.E: Should an Owner or lessee not be in the Unit for an extended period of time, it is the responsibility of the Owner to make arrangements for someone reliable to periodically check the Unit.

F. Management of the Condominium Property. The Board has the authority and the responsibility to manage and administer the Condominium Property on behalf of all Unit Owners and the Association. The Board may retain and employ on behalf of the Unit Owners and the Association a managing agent and may delegate to the agent such duties and services as the Board might otherwise be authorized or obligated to perform. The managing agent shall have professional qualifications and experience similar to or greater than that of managing agents for similar professionally managed condominiums,

which experience and qualifications shall also meet the minimum general requirements of lenders holding first mortgages on seventy-five percent (75%) of the Units encumbered by first mortgages. The employment terms and the responsibilities of the managing agent shall be governed by a written management contract. The Board may pay a reasonable compensation to the managing agent. Such compensation shall be a Common Expense.

See 2nd Amend. Sec. IV.

The Board shall retain and employ, or cause to be retained and employed, on behalf of all Unit Owners and the Association, a resident manager, and shall delegate to the resident manager the supervision of the day-to-day management of the Condominium Property. The Association may purchase, no later than the date of the expiration of the Declarant Control Period as defined in Article IX, Section D, a Unit of its choice for the use and occupancy of the resident manager. The Association may purchase such Unit for such or may finance all or a portion of the purchase price and secure all unpaid sums by one or more mortgages. All expenses incurred by reason of the employment of the resident manager, including mortgage payments, assessments, taxes and insurance for the Unit so purchased, except salary and related expenses if the resident manager is not directly employed by the Association, shall be Common Expenses.

The Board may employ on behalf of the Association such employees or contractors as the Board may deem necessary in order to perform the maintenance, repair, and administrative duties of the Association.

DON'T PAY FOR INSURANCE YOU DO NOT NEED

It is time to review your homeowners' insurance policy to ensure that you have the appropriate coverage and that you are not **PAYING FOR COVERAGE YOU DON'T NEED.**

The major portion of your homeowners insurance is **included in your monthly condo fee. You do not need to repeat this coverage on your personal homeowner's policy.** Review your policy and look for this language:

DWELLING: Your dwelling (walls, flooring, cabinets, bathroom fixtures, doors, windows, frames, etc., are all covered by the Regency Insurance Policy. **YOU DO NOT NEED TO REPEAT THIS COVERAGE ON YOUR POLICY.** You are only liable for wall coverings: paint and wallpaper; tile, etc.

LOSS ASSESSMENT: Your personal insurance policy should include "loss assessment" coverage of at least \$50,000 (the higher deductible for water damage losses). This is the maximum amount for which you are responsible, should the Regency policy cover damage to your unit and others.

PERSONAL PROPERTY: The Regency policy does not cover your personal property, including free standing stoves and refrigerators. Be sure that your homeowners' policy is adequate to cover your personal property.

LOSS OF USE: If for some reason, your unit is damaged to the point where it is not habitable, this covers the cost of your rental unit or hotel. This is your responsibility and is not covered by the Regency insurance policy.

PERSONAL LIABILITY: This coverage is for accidents that may occur within your unit for which you are liable. It is important that you protect your assets by having adequate liability insurance. This section of your personal policy may also include medical payments to those injured within your unit.

DOG OWNERS: It is very important that dog owners carry personal liability insurance. Even the most well trained and well behaved dog may strike back when it feels frightened or threatened. Dog bites can result in very costly medical bills and litigation. Once again, protect your assets.

RENTALS: the unit owner should make sure to be listed as an Additional Insured on renters insurance and request a certificate from the renter.

PROOF OF INSURANCE: If your Mortgage carrier would like proof of Insurance, they may contact Valerie Carr (vcarr@hsins.com) at Huesman Schmid at 513-521-8590.

What is a Condo Loss Assessment?

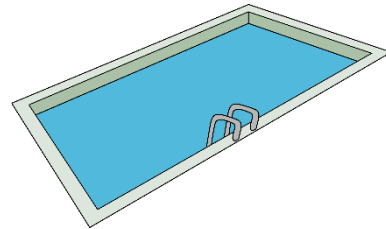
One of the unique issues with insuring condos is loss assessments. Sometimes, condo owners are assessed by their association if there is damage to common property, or if someone is injured on the premises, for example.

Some reasons you may see a loss assessment:

The condo complex suffers a catastrophic loss and does not have enough insurance to cover the damages.



The association bought less insurance than the amount they are sued by an injured guest.



The damage is caused by something not covered by the association's insurance.



The association's policy includes a high deductible, and condo unit owners are assessed to help pay the deductible.



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
08/29/2023

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY HUESMAN SCHMID 5670 CHEVLOT RD CINCINNATI OH 45247		PHONE (A/C No. Ext): 513-521-8590	COMPANY A-PROPERTY-AFFILIATED INS CO-POLICY # 1120392 B-LIABILITY -WESTERN WORLD INS CO.-POLICY #NFP8909776 C-CRIME-PHILADELPHIA INS CO-POLICY #PCAC007547-0519 D-UMBRELLA-GREENWICH INS CO POLICY #PPP7469644 E-BOILER-HARTFORD INS CO POLICY #FBP2336672 F-D & O-PHILADELPHIA-POLICY #PCAP025826-0420 G-GARAGEKEEPERS-POLICY #2770000291-3	
FAX (A/C No.):	E-MAIL ADDRESS: VCARR@HUESMANSCHMID.COM		CODE: AGENCY CUSTOMER ID #: RE120813103123228	
INSURED 2444 MADISON ROAD CONDOMINIUM OWNERS ASSOCIATION DBA: THE REGENCY CONDOMINIUMS 2444 MADISON RD CINCINNATI OH 45208		LOAN NUMBER		POLICY NUMBER see above
		EFFECTIVE DATE 9-1-2023	EXPIRATION DATE 9-1-2024	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION

ALL 2444 MADISON RD 2278-2398 DANA AVE
CINCINNATI OH 45208 CINCINNATI OH 45208
20 STORY TOWER 15 2 STORY TOWNHOMES
PROPERTY COVERAGE INCLUDES 290 RESIDENTIAL UNITS, 9 COMMERCIAL UNITS, AND 20 CABANAS

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED ☐ BASIC ☐ BROAD ☒ SPECIAL

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
REPLACEMENT COST, NO COINSURANCE, SPECIAL PERILS, BLANKET BUILDING/CONTENTS/BUSINESS INCOME		
A-BUILDING	\$168,751,608	50,000
A-PERSONAL PROPERTY	Included	50,000
A-BUSINESS INCOME	Included	48 hrs
B-CRIME/EMPLOYEE DISHONESTY/ERISA	\$3,000,000	25,000
A-EARTHQUAKE	\$50,000,000	50,000
A-FLOOD	\$50,000,000	50,000
A-LAW AND ORDINANCE	Included-full bldg limits	50,000
A-WATER DAMAGE	Included-full bldg limits	100,000

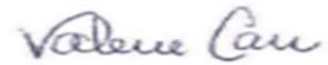
REMARKS (Including Special Conditions)

LIABILITY-\$1,000,000 OCCURRENCE/\$2,000,000 AGGREGATE UMBRELLA \$50,000,000 DIRECTORS AND OFFICERS \$1,000,000/\$2,500 DED BOILER COVERAGE INCLUDED UNIT-OWNERS ARE INCLUDED AS ADDITIONAL NAMED INSUREDS	ASSOCIATION IS RESPONSIBLE FOR: WINDOWS, SLIDING DOORS, BATHROOM/KITCHEN FIXTURES, KITCHEN CABINETS, WALL TO WALL CARPETING, BUILT IN APPLIANCES INTERIOR WALLS
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CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS MASTER ASSOCIATION PROOF OF COVERAGE	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	LOSS PAYEE
	MORTGAGEE		
	LOAN #		
AUTHORIZED REPRESENTATIVE 			

ACORD 27 (2016/03)

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