



ADDITIONAL REMARKS SCHEDULE

AGENCY Brown & Brown of Southwest Florida, Inc.		NAMED INSURED Contessa Condominium Association Inc.	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 24 **FORM TITLE:** Certificate of Property Insurance: Notes

PROPERTY: COINSURANCE: N/A - COINSURANCE WAIVED - AGREED VALUE APPLIES; VALUATION: REPLACEMENT COST; DEDUCTIBLES:
 NAMED STORM: 5% OF TOTAL INSURABLE VALUES PER BUILDING SUBJECT TO \$100,000 PER OCCURRENCE MINIMUM NAMED WINDSTORM &
 HAIL. \$100,000 PER OCCURRENCE ALL OTHER WINDSTORM AND HAIL, ALL OTHER COVERED PERILS: \$10,000 PER OCCURRENCE.
 ORDINANCE OR LAW COVERAGE A INCLUDED - COVERAGE B&C COMBINED \$1,000,000

SUBSCRIPTION CARRIER PARTICIPATION:

GENERAL SECURITY INDEMNITY COMPANY OF ARIZONA, POLICY #TR00202241607077 & TR00202241607078 - NAIC# 20559; TRANSVERSE
 SPECIALTY INSURANCE COMPANY, POLICY # TSAHPR0003959-01 & TSAHPR00039060-01 - NAIC #41807 ; UNDERWRITERS AT LLOYD'S
 LONDON, POLICY # B1180D2315900534; HISCOX SYNDICATE #33, POLICY #B1180D220788005; LLOYDS OF LONDON, SYNDICATE RNR 1458,
 POLICY # B1180D2419340086 & B1180D2419340087; QBE SPECIALTY INSURANCE COMPANY, POLICY # AHAR16069-00 & AHAR16070-00 - NAIC #
 11515

•SEE ATTACHED REGARDING PRIMARY COVERAGE PROVIDED BY MASTER POLICY - PER FLORIDA STATUTE 718.111.

CRIME: INCLUDES DESIGNATED AGENTS AS EMPLOYEES COVERED FOR EMPLOYEE THEFT ONLY - PROPERTY MANAGER; INCLUDES
 NON-COMPENSATED OFFICERS AS EMPLOYEES: ALL OFFICERS, DIRECTORS AND/OR TRUSTEES

FLOOD: VALUATION: REPLACEMENT COST; DEDUCTIBLE: \$1,250 PER OCCURRENCE

11) INSURANCE.—In order to protect the safety, health, and welfare of the people of the State of Florida and to ensure consistency in the provision of insurance coverage to condominiums and their unit owners, this subsection applies to every residential condominium in the state, regardless of the date of its declaration of condominium. It is the intent of the Legislature to encourage lower or stable insurance premiums for associations described in this subsection.

(a) Adequate property insurance, regardless of any requirement in the declaration of condominium for coverage by the association for full insurable value, replacement cost, or similar coverage, must be based on the replacement cost of the property to be insured as determined by an independent insurance appraisal or update of a prior appraisal. The replacement cost must be determined at least once every 36 months.

1. An association or group of associations may provide adequate property insurance through a self-insurance fund that complies with the requirements of ss. 624.460-624.488.

2. The association may also provide adequate property insurance coverage for a group of at least three communities created and operating under this chapter, chapter 719, chapter 720, or chapter 721 by obtaining and maintaining for such communities insurance coverage sufficient to cover an amount equal to the probable maximum loss for the communities for a 250-year windstorm event. Such probable maximum loss must be determined through the use of a competent model that has been accepted by the Florida Commission on Hurricane Loss Projection Methodology. A policy or program providing such coverage may not be issued or renewed after July 1, 2008, unless it has been reviewed and approved by the Office of Insurance Regulation. The review and approval must include approval of the policy and related forms pursuant to ss. 627.410 and 627.411, approval of the rates pursuant to s. 627.062, a determination that the loss model approved by the commission was accurately and appropriately applied to the insured structures to determine the 250-year probable maximum loss, and a determination that complete and accurate disclosure of all material provisions is provided to condominium unit owners before execution of the agreement by a condominium association.

3. When determining the adequate amount of property insurance coverage, the association may consider deductibles as determined by this subsection.

(b) If an association is a developer-controlled association, the association shall exercise its best efforts to obtain and maintain insurance as described in paragraph (a). Failure to obtain and maintain adequate property insurance during any period of developer control constitutes a breach of fiduciary responsibility by the developer-appointed members of the board of directors of the association, unless the members can show that despite such failure, they have made their best efforts to maintain the required coverage.

(c) Policies may include deductibles as determined by the board.

1. The deductibles must be consistent with industry standards and prevailing practice for communities of similar size and age, and having similar construction and facilities in the locale where the condominium property is situated.

2. The deductibles may be based upon available funds, including reserve accounts, or predetermined assessment authority at the time the insurance is obtained.

3. The board shall establish the amount of deductibles based upon the level of available funds and predetermined assessment authority at a meeting of the board in the manner set forth in s. 718.112(2)(e).

(d) An association controlled by unit owners operating as a residential condominium shall use its best efforts to obtain and maintain adequate property insurance to protect the association, the association property, the common elements, and the condominium property that must be insured by the association pursuant to this subsection.

(e) The declaration of condominium as originally recorded, or as amended pursuant to procedures provided therein, may provide that condominium property consisting of freestanding buildings comprised of no more than one building in or on such unit need not be insured by the association if the declaration requires the unit owner to obtain adequate

insurance for the condominium property. An association may also obtain and maintain liability insurance for directors and officers, insurance for the benefit of association employees, and flood insurance for common elements, association property, and units.

(f) Every property insurance policy issued or renewed on or after January 1, 2009, for the purpose of protecting the condominium must provide primary coverage for:

1. All portions of the condominium property as originally installed or replacement of like kind and quality, in accordance with the original plans and specifications.
2. All alterations or additions made to the condominium property or association property pursuant to s. 718.113(2).
3. The coverage must exclude all personal property within the unit or limited common elements, and floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of the unit and serve only such unit. Such property and any insurance thereupon is the responsibility of the unit owner.

(g) A condominium unit owner policy must conform to the requirements of s. 627.714.

1. All reconstruction work after a property loss must be undertaken by the association except as otherwise authorized in this section. A unit owner may undertake reconstruction work on portions of the unit with the prior written consent of the board of administration. However, such work may be conditioned upon the approval of the repair methods, the qualifications of the proposed contractor, or the contract that is used for that purpose. A unit owner must obtain all required governmental permits and approvals before commencing reconstruction.

2. Unit owners are responsible for the cost of reconstruction of any portions of the condominium property for which the unit owner is required to carry property insurance, or for which the unit owner is responsible under paragraph (j), and the cost of any such reconstruction work undertaken by the association is chargeable to the unit owner and enforceable as an assessment and may be collected in the manner provided for the collection of assessments pursuant to s. 718.116.

3. A multicondominium association may elect, by a majority vote of the collective members of the condominiums operated by the association, to operate the condominiums as a single condominium for purposes of insurance matters, including, but not limited to, the purchase of the property insurance required by this section and the apportionment of deductibles and damages in excess of coverage. The election to aggregate the treatment of insurance premiums, deductibles, and excess damages constitutes an amendment to the declaration of all condominiums operated by the association, and the costs of insurance must be stated in the association budget. The amendments must be recorded as required by s. 718.110.

(h) The association shall maintain insurance or fidelity bonding of all persons who control or disburse funds of the association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the association or its management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the association" includes, but is not limited to, those individuals authorized to sign checks on behalf of the association, and the president, secretary, and treasurer of the association. The association shall bear the cost of any such bonding.

(i) The association may amend the declaration of condominium without regard to any requirement for approval by mortgagees of amendments affecting insurance requirements for the purpose of conforming the declaration of condominium to the coverage requirements of this subsection.

(j) Any portion of the condominium property that must be insured by the association against property loss pursuant to paragraph (f) which is damaged by an insurable event shall be reconstructed, repaired, or replaced as necessary by the association as a common

expense. In the absence of an insurable event, the association or the unit owners shall be responsible for the reconstruction, repair, or replacement as determined by the maintenance provisions of the declaration or bylaws. All property insurance deductibles and other damages in excess of property insurance coverage under the property insurance policies maintained by the association are a common expense of the condominium, except that:

1. A unit owner is responsible for the costs of repair or replacement of any portion of the condominium property not paid by insurance proceeds if such damage is caused by intentional conduct, negligence, or failure to comply with the terms of the declaration or the rules of the association by a unit owner, the members of his or her family, unit occupants, tenants, guests, or invitees, without compromise of the subrogation rights of the insurer.

2. The provisions of subparagraph 1. regarding the financial responsibility of a unit owner for the costs of repairing or replacing other portions of the condominium property also apply to the costs of repair or replacement of personal property of other unit owners or the association, as well as other property, whether real or personal, which the unit owners are required to insure.

3. To the extent the cost of repair or reconstruction for which the unit owner is responsible under this paragraph is reimbursed to the association by insurance proceeds, and the association has collected the cost of such repair or reconstruction from the unit owner, the association shall reimburse the unit owner without the waiver of any rights of subrogation.

4. The association is not obligated to pay for reconstruction or repairs of property losses as a common expense if the property losses were known or should have been known to a unit owner and were not reported to the association until after the insurance claim of the association for that property was settled or resolved with finality, or denied because it was untimely filed.

(k) An association may, upon the approval of a majority of the total voting interests in the association, opt out of the provisions of paragraph (j) for the allocation of repair or reconstruction expenses and allocate repair or reconstruction expenses in the manner provided in the declaration as originally recorded or as amended. Such vote may be approved by the voting interests of the association without regard to any mortgagee consent requirements.

(l) In a multicondominium association that has not consolidated its financial operations under subsection (6), any condominium operated by the association may opt out of the provisions of paragraph (j) with the approval of a majority of the total voting interests in that condominium. Such vote may be approved by the voting interests without regard to any mortgagee consent requirements.

(m) Any association or condominium voting to opt out of the guidelines for repair or reconstruction expenses as described in paragraph (j) must record a notice setting forth the date of the opt-out vote and the page of the official records book on which the declaration is recorded. The decision to opt out is effective upon the date of recording of the notice in the public records by the association. An association that has voted to opt out of paragraph (j) may reverse that decision by the same vote required in paragraphs (k) and (l), and notice thereof shall be recorded in the official records.

(n) The association is not obligated to pay for any reconstruction or repair expenses due to property loss to any improvements installed by a current or former owner of the unit or by the developer if the improvement benefits only the unit for which it was installed and is not part of the standard improvements installed by the developer on all units as part of original construction, whether or not such improvement is located within the unit. This paragraph does not relieve any party of its obligations regarding recovery due under any insurance implemented specifically for such improvements.

(o) The provisions of this subsection shall not apply to timeshare condominium associations. Insurance for timeshare condominium associations shall be maintained pursuant to s. 721.165.



A Stock Company
 P.O. Box 33003
 St. Petersburg, FL 33733-8003
 Customer Service: 1-800-820-3242
 Claims: 1-800-725-9472

FFL99.001 1021
 0702829
 1/08/24
 2000 11523 FLD RCBP

FLOOD DECLARATIONS PAGE
 RENEWAL

National Flood Insurance Policy

Policy Number	NFIP Policy Number	Product Type:
09 1151207668 09	1151207668	Residential Condominium Building Policy Form

Policy Period	Date of Issue	Agent Code	Prior Policy Number
From: 1/21/24 To:1/21/25 12:01 am Standard Time	01/08/2024	0702829	99045833782014

Agent (239)261-3000
 BROWN & BROWN OF FLORIDA INC
 1421 PINE RIDGE RD STE 200
 NAPLES FL 34109-2116

CONTESSA CONDOMINIUM ASSOCIATION INC
 8111 BAY COLONY DR
 NAPLES FL 34108-8587

046.plservice@bbrown.com

Property Location (if other than above)
 8111 BAY COLONY DR, NAPLES FL 34108

Address may have been changed in accordance with USPS standards.

Rating Information

Rate Category: Rating Engine
 Primary Residence: N
 Building Occupancy: Residential Condominium Building
 Building Description: Entire Residential Condo Building

Flood Risk: VE
 First Floor Height: 1.0 ft
 Method Used to Determine First Floor Height: Elevation Certificate
 Date of Construction: 01/11/1989
 Prior NFIP Claims: 0
 Number of Units: 79
 Replacement Cost Value: 67,957,982

Property Description: Slab on Grade, 4 floors

Coverage	Deductible	Annual Premium
BUILDING	\$19,750,000	\$70,517.00
CONTENTS	\$100,000	\$976.00

Your property's NFIP flood claims history can affect your premium. For more information contact your insurance agent or company.

ICC Premium: \$75.00
 Community Rating Discount: \$17,844.00
 FULL RISK PREMIUM: \$53,724.00
 Statutory Discounts
 Annual Increased Cap Discount: \$42,993.00
 DISCOUNTED PREMIUM: \$10,731.00
 Reserve Fund Assessment: \$1,932.00
 Federal Policy Service Fee: \$1,730.00
 HFIAA Surcharge: \$250.00

TOTAL WRITTEN PREMIUM AND FEES \$14,643.00

THIS IS NOT A BILL

Premium Paid by: Insured

Forms and Endorsements:

FFL 99.310 0120 0120 WFL 99.416 1021 1021 FFL 99.117 1021 1021

This policy is issued by NAIC company 11523
 Wright National Flood Insurance Company A stock company
 Copy Sent To: As indicated on back or additional pages, if any.

Patricia Templeton-Jones
 Patricia Templeton-Jones, President

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Company



FFL99.001 1021
0702829
1/08/24

09 1151207668 09

Agent (239)261-3000
BROWN & BROWN OF FLORIDA INC
1421 PINE RIDGE RD STE 200
NAPLES FL 34109-2116

Dear Mortgagee: The Reform Act of 1994 require you to notify the WYO company for this policy within 60 days of any changes in the servicer of this loan.

The above message applies only when there is a mortgagee on the insured location.

Special Provisions:

This policy covers only one building. If you have more than one building on your property, please make sure they are all covered. See III. Property Covered within your Flood policy for the NFIP definition of "building" or contact your agent, broker, or insurance company. Please refer to the policy for complete terms, conditions, and exclusions. A full, digital copy of your flood policy form is available at www.wrightflood.com/policyforms.html. The form which applies to your policy coverage is: Residential Condominium Building Policy Form

For questions about your flood insurance policy rating, contact your agent or insurance company. To learn more about your flood risk please visit FloodSmart.gov/floodcosts.

Claims Information:

Please contact your agent or go to www.wrightflood.com to enter your claim as well as receive important information to mitigate the damage to your property. If you need to reach the insurance company the number is 1-800-725-9472.

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Company

