

Mrs. Elizabeth Woods, Treasurer and Board of Directors BellaVita at Green Tee Homeowners' Association, Inc. 1548 North Riviera Circle Pearland, Texas 77581

You have requested that we audit the financial statements of BellaVita at Green Tee Homeowners' Association, Inc., which comprise the balance sheet as of December 31, 2012, and the related statements of revenues, expenses, and changes in fund balance and cash flows for the year then ended, the related notes to the financial statements, and the supplementary information on future major repairs and replacements accompanying the financial statements. We will also prepare the Association's federal income tax return for the year ended December 31, 2012. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

Our audit will be conducted on the basis that management and, those charged with governance acknowledge and understand that they have responsibility

a. for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;

- for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
- to provide us with C.
  - access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
  - ii. additional information that we may request from management for the purpose of the audit; and
  - iii. unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management and, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We estimate that our fee approximate \$13,000 for these services. You will also be billed for travel and other out-of-pocket costs such as report production, word processing, postage, etc. The fee estimate is based on anticipated cooperation for your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Our invoices for these fees will be rendered as work progresses and are payable on presentation.

We will issue a written report upon completion of our audit of BellaVita at Green Tee Homeowners' Association, Inc.'s financial statements. Our report will be addressed to the board of directors of BellaVita at Green Tee Homeowners' Association, Inc. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Please sign and return this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Wrinkle, Gardner & Company, P.C.

Acknowledged and agreed on behalf of BellaVita at Green Tee Homeowners' Association, Inc. by

Rowld H. Galach, Presidt Name and Title 12/21/2012

Date

# 2013 Insurance Summary

Bellavita at Green Tee Homeowners' Association, Inc.

Date Presented: 12/3/2012

**Presented By:** 

Arthur J. Gallagher Risk Management Services, Inc.

This document is a summary and does not contain all coverage limits, sublimits, terms and conditions. It is intended to provide a general overview. Only the policies can provide the actual limits, sublimits, terms, conditions, exclusions, and limitations of coverage.

Worthington Insurance Brokers, a wholly owned subsidiary of FirstService, the parent of Association Management, Inc., has assisted Gallagher in this insurance program's design and placement. For their services, Gallagher has entered into a revenue sharing agreement with Worthington Insurance Brokers.

This document is intended for the use of the entity named above and any unauthorized disclosure, copying, or distribution is prohibited.

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# **Gallagher Service Team**

#### **Requests for Certificates of Insurance:**

Lili Moran (713) 358-5753 - Direct Phone Number (713) 358-5763 - Direct Fax Number lili\_moran@ajg.com

## **General Questions about the AMI Insurance Program:**

Crystal Vaughan (713) 358-5742 - Direct Phone Number (713) 358-5743 - Direct Fax Number crystal\_vaughan@ajg.com

## Report all Claims to:

Taylor Bacot (713) 358-5212 - Direct Phone Number (713) 358-5213 - Direct Fax Number taylor\_bacot@ajg.com

# Requests for a Gallagher representative to attend a Board of Directors meeting:

Taylor Bacot (713) 358-5212 - Direct Phone Number (713) 358-5213 - Direct Fax Number taylor\_bacot@ajg.com

# Any and All Service Problems /Concerns:

Taylor Bacot (713) 358-5212 - Direct Phone Number (713) 358-5213 - Direct Fax Number taylor\_bacot@ajg.com

Norman Henley (713) 358-5788 - Direct Phone Number (713) 358-5789 - Direct Fax Number norman\_henley@ajg.com

Tracy Williams (281) 655-6808 - Direct Phone Number (281) 655-6809 - Direct Fax Number tracy\_williams@ajg.com

# **AMI Management Agreement**

The proposed 2012 Property/Casualty insurance program being offered herein is contingent on Bellavita at Green Tee Homeowners' Association, Inc. being under a written Management Contract with Association Management, Inc.

If a decision is made to terminate the Management Contract by either Bellavita at Green Tee Homeowners' Association, Inc. or Association Management, Inc., the same 30 day cancellation notice provided in the Management Contract would apply to the insurance program being proposed.

If the insurance program is cancelled, the Standard Policy Cancellation Provisions would apply.

NOTE: Issuance of the insurance program will indicate agreement with this provision.

ACKNOWLEDGEMENT:	
Signature of Association Officer	Date
Print Name and Title	

# **Invoice and Premium Summary**

# **BELLAVITA GREEN TEE**

Policy Term: Janua	ary 1, 2013 to January 1, 2014
Commercial Package	\$20,520
Umbrella Liability	\$850
Directors and Officers Liability	\$2,566
Crime/Fidelity	\$472
Workers' Compensation	\$1,330
Volunteer Accident	\$35
Total Estimated Annual Premium	\$25,773

# **Payment Instructions:**

- 1. Full Annual Premium or the down payment must be received within 30 days of the effective date.
- 2. All checks should be made payable to "Arthur J. Gallagher" and sent via regular mail (USPS) to:

Arthur J. Gallagher RMS Houston 39740 Treasury Center Chicago, IL 60694-9700

## **CHECK ONE OF THE BELOW OPTIONS:**

We are sending in payment in full in the amount	of <b>\$25,773.00</b>
We are <u>financing</u> at an APR of 4.5% and are sendi	ng the 20% down payment of <b>\$5,154.60</b>
Signature of Association Officer	Date

# **Exposure Information**

<b>Property Location County</b>	Harris	
Property Value	\$2,500,000	
Contents Value	\$275,000	
Number of Single Family Units	576	
Number of Commercial Units	0	
Please check one of the below	boxes, sign and date.	
I acknowledge that the	above information is accurate.	
The above information is incorrect/needs to be updated. Please revise and resubmit this summary for approval.		
Signature of Associa	ation Officer	Date

# **Commercial Package**

#### **PROPERTY COVERAGE**

#### **Covered Causes of Loss**

Risk of direct physical loss or damage except those specifically excluded or limited in the policy forms

#### Valuation

Replacement Cost with No Coinsurance

## **Deductibles (Each Occurrence)**

2% of property value - All Wind and Hail

\$1,000 - All other losses

# **Enhancements (Each Occurrence)**

\$50,000 Accounts Receivable

\$50,000 Debris Removal, Additional Expense

Policy Limit Equipment Breakdown \$50,000 Expediting Expenses

\$25,000 Fire Department Service Charge

\$100,000 Fine Arts

\$50,000 Inventory and Appraisal Expense

Policy Limit Ordinance or Law - Undamaged Portion of Building \$100,000 Ordinance or Law - Increased Cost to Repair & Demolish

\$50,000 Pollutant Clean-Up and Removal

\$25,000 Sewers Backup & Water below Surface

\$250,000 Underground Pipes, Pilings, Bridges and Roadways

\$100,000 Valuable Papers

# **Major Exclusions**

Flood

Earth Movement

Normal Wear and Tear

Construction Defect (does not apply to resulting damage)

Mold, Mildew or Fungus

#### **Carrier Name**

Hanover Insurance Company

Rated A XIV (Excellent) by A.M. Best

# **Commercial Package**

#### **GENERAL LIABILITY COVERAGE**

#### **Covered Causes of Loss**

This coverage will pay for damages that the Association becomes legally obligated to pay due to bodily injury, property damage or personal and advertising injury arising from the Associations' operations except those specifically excluded or limited in the policy forms.

## **Limits of Liability**

\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate
\$1,000,000	Advertising Injury and Personal Injury Aggregate
\$1,000,000	Each Occurrence
\$100,000	Damage to Premises Rented To You
\$5,000	Medical Expenses (any one person)
\$1,000,000	Employee Benefits Errors or Omissions (subject to \$1,000 deductible each claim)
\$1,000,000	Hired & Non Owned Auto Liability

#### **Defense Costs**

Outside the Limit of Liability (Unlimited)

#### **Enhancements**

Aggregate Limit applies Per Location
Additional Insured - Association Members/Unit Owners
Additional Insured - Mortgagee, Assignee or Receiver
Blanket Waiver of Subrogation When Required By Written Contract
Punitive Damages Covered When Allowable By Law

# **Major Exclusions**

Abuse or Molestation
Asbestos
Fungi or Bacteria
Pollution with Hostile Fire and Swimming Pool Chemical exceptions
Real Estate Development & Construction
Silica or Silica Related Dust
Violation of Information Distribution and Laws

#### **Carrier Name**

Hanover Insurance Company Rated A XIV (Excellent) by A.M. Best

# **Umbrella Liability**

#### **Covered Causes of Loss**

This coverage provides excess liability coverage for underlying liability policies of either scheduled underlying limits or in excess of the Self-Insured Retention for occurrences not covered in underlying policies.

## **Limits of Liability**

\$50,000,000

Each Occurrence

\$50,000,000

Annual Aggregate

## **Self Insured Retention**

\$10,000

Each Occurrence

#### **Defense Costs**

Outside the Limit of Liability (Unlimited)

#### **Enhancements**

Aggregate Limit applies Per Location
Directors and Officers Liability Follow Form
Employee Benefits Liability Follow Form
Auto Liability Follow Form
Bodily Injury and Property Damage Follow Form
Advertising Injury Follow Form
Personal Injury Follow Form
Employers Liability Follow Form
Punitive Damages covered when allowable by law

## **Major Exclusions**

Aircraft/Watercraft, Asbestos, Breach of Contract, Care Custody and Control, Communicable Diseases, Contractual Except Insured Contract, Cross Suits, Damage to Real Property, Discrimination, Employment Practices Liability, ERISA/COBRA, Expected or Intended Injury, Exterior Insulation and Finish Exclusion, Fellow Employee, Fiduciary Liability, Lead, Liquor, Mold Fungus or Bacteria, Nuclear, Professional Liability, Property Managers E&O, Sexual Abuse, Silica, Pollution, Violation of Information Distribution and Laws, and War.

## **Carrier Name**

Allied World National (\$10M), Rated A XV (Excellent) by A.M. Best Lexington Insurance Company (\$25M), Rated A XV (Excellent) by A.M. Best Great American Insurance Company (\$15M), Rated A XIII (Excellent) by A.M. Best

# **Directors and Officers Liability**

#### **Covered Causes of Loss**

This coverage pays on behalf of the insured past, current, or future directors or officers for damages and defense costs related to wrongful acts made while acting in their individual or collective capacities as directors or officers of the Association.

THIS IS A CLAIMS-MADE POLICY – All "Claims" made against the Association must be reported in accordance with the policy provisions.

# **Limits of Liability**

\$1,000,000

Each Claim

\$1,000,000

Annual Aggregate

#### **Self Insured Retention**

\$2,500

Each Indemnified Claim

\$0

Each Non-Indemnified Claim

#### **Defense Costs**

Outside the Limit of Liability (Unlimited)

#### **Enhancements**

Coverage is extended to cover past, current, and future employees, committee members and volunteers

Defense coverage for Breach of Contract

Property Manager included as an Insured

Builder/Developer covered while acting member of the Board

Coverage for Monetary and Non-Monetary Relief

Punitive Damages covered where allowable by Law

#### **Major Exclusions**

**Bodily Injury and Property Damage** 

Pollution

Mental Anguish or Emotional Distress unless Claim is for Wrongful Employment Practices

Violations of the Employee Retirement Income Securities Act of 1974

Breach of Contract (however carrier will provide defense coverage)

Entity vs. Insured

# **Carrier Name**

Continental Casualty Company Rated A XV (Excellent) by A.M. Best

# **Crime/Fidelity**

## **Covered Causes of Loss**

This coverage is meant to cover criminal acts committed by an employee acting alone or in collusion with others. There must be intent by the employee to cause the employer a loss and to obtain a financial benefit for the employee or someone else.

# **Limits of Liability**

Employee Theft – Includes Coverage for Property Management Company
Forgery or Alteration
Computer Fraud
Claims Expense

#### **Deductibles**

\$1,000	Employee Theft
\$1,000	Forgery or Alteration
\$1,000	Computer Fraud
\$0	Claims Expense

#### **Carrier Name**

Nova Casualty Company Rated A XIV (Excellent) by A.M. Best

# Workers' Compensation

#### **Covered Causes of Loss**

This coverage will pay all compensation and other benefits required by the applicable state(s) Workers' Compensation laws. The Employers Liability part will pay all sums which the Association becomes legally obligated to pay as damages because of Bodily Injury by accident or disease to an employee arising out and in the course of employment.

# **Limits of Liability**

## Part A - Workers' Compensation

Statutory

## Part B - Employers Liability

\$1,000,000 Bodily Injury (Each Accident) \$1,000,000 Bodily Injury by Disease (Policy Limit) \$1,000,000 Bodily Injury by Disease (Each Employee)

# **Annual Payroll Subject to Annual Audit**

#### **Special Notes**

If you subcontract certain operations, compensation laws provide that the principal contractor is responsible for compensation to the employees of the uninsured contractors. Unless the subcontractors have insured this obligation and have furnished satisfactory evidence of such insurance, you are charged premium for this coverage

For your protection, it is important that you require and obtain certificates of insurance from all your subcontractors doing work for you.

#### **Carrier Name**

Hartford

Rated A XV (Excellent) by A.M. Best

# **Volunteer Accident**

#### **Covered Causes of Loss**

This coverage provides coverage for injuries sustained by current uncompensated board and committee members while performing their duties for the Association. This coverage is excess over the individual's personal health insurance policy.

# **Coverage Limits**

\$100,000

Principal Sum Amount per Person

\$1,000,000

Aggregate per Covered Accident

## **Carrier Name**

Zurich North America Insurance Company Rated A XV (Excellent) by A.M. Best