

**DESIGN REVIEW BOARD OF
SOLANA AT HERONS GLEN HOMEOWNERS ASSOCIATION, INC.
Ian Roof Replacement & Repair Policy / Guidance**

April 3, 2023

INTRODUCTION

The Design Review Board of Solana at Herons Glen Homeowners Association, Inc. (“DRB”) was previously led to believe an entire building’s roof system (or at least all of the Villa roofs that are being replaced) would be replaced at the same time. However, it is now apparent that many Villa owners may take months or even years to finally settle with their insurance carriers, while other Villa owners have already settled.

Keep in mind that our individual Villas share multiple roof surfaces that are integral components of a roofing system that is designed for an entire building. On the surface, our buildings appear to be similar to a fully attached condominium. However, we are a townhouse community that is governed by Florida’s Homeowners’ Association Act (“Act”). Unlike a condominium association, where the members own cubicles of airspace, and the exterior of the building is part of the communally owned common elements, our members own everything on their Lots from the ground up, including the roofs above their Villas.

Like in most HOA communities, shared roofs in Solana present a significant problem. Each owner in the HOA is responsible for obtaining insurance for their own roof segment. In addition, each owner is responsible for repairing damage to their roof segment following a casualty loss. Compare this with a condominium, where the shared roofs would be owned collectively by the members, there would be a single insurance policy applicable to a shared roof, and the condominium association would be responsible for repairing Hurricane damage to the shared roofs.

The challenge for the DRB and the Association’s Board of Directors has been to operate within the limitations of an HOA and still obtain outcomes that are fair and expedient. That requires incentivizing individual owners to act prudently to protect the aesthetics and the overall structural integrity of the buildings. We strive to assure that individual Villa roof installations can proceed expeditiously. But we also strive to minimize risks to neighboring Villas, since all Villas within a building share a common roof surface. We want to assure the overall end-result with an individual Villa approach is as good aesthetically and structurally as it can be.

We have a duty of care to all members, as we seek to protect the interests of all owners and the community at large, and not just what an individual owner may view as what is best or preferable for themselves. We also want to minimize potential for additional storm damage until all 88 Solana Villas are adequately repaired. In a perfect world, all roofs in a building would be replaced at the same time, avoiding the necessity for any new ridgelines, and minimizing inconvenience. But that is not the situation at hand.

The policies enumerated below address and balance the provisions of the Association’s governing documents, Herons Glen HOA guidelines, Florida law, County building codes, and

the requirements of insurers and mortgagees, if any. They also respect the property rights of individual owners to the extent possible.

POLICY

In accordance with Article XIII of the Declaration and the Act, the DRB hereby adopts the following type, kind, nature, design, style, shape, size, height, width, length, scale, color, quality, quantity, texture and materials standards and requirements governing the location, size, type, and appearance of new roofs:

1. Pursuant to Article XIII of the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Solana (“Declaration”), Villa roof must be approved in advance by the DRB and by the Herons Glen Homeowners' Association, Inc.’s (“Master’s”) Architectural Review Committee (“ARC”). Failure to obtain DRB and ARC approval may result in an unapproved replacement being removed and replaced with a roof that conforms to the Association’s governing documents.
2. A Villa Owner may only submit a DRB application for a re-roofing when their new roof is approved for funding (i.e., approved for replacement by the Owner’s insurance company or other source of funding). Owners must not submit a DRB application if they, at their option, are waiting for additional Villas in their building to be approved for roof replacements. If an entire building will be installed at the same time, then please submit all DRB applications at the same time after having obtained approval for funding for all roofs.

NOTE: Insurers and/or mortgagees may require that Owners act quickly, and checks may have expiration dates. Coverage of subsequent wind damage could also be at risk if an Owner fails to take reasonable and timely action to complete repairs or the replacement of their Villa’s roof.

All roof replacements must be performed by a contractor who is licensed as a roofing contractor in the State of Florida. Each Owner may select their own roofing contractor, provided all contractors working on a shared roof agrees to coordinate with each other to restore Solana roofs to “substantially their original character, design and condition.” For this reason, Owners are encouraged, but not required, to use a singular roofing contractor for their Villas’ shared roof.

3. The type, style, and color of tiles used in roof replacements shall be the following. All roof replacements shall utilize these materials and must conform to these requirements:

Westlake Royal Roofing / Newpoint Concrete Tile
www.westlakeRoyalRoofing.com
Estate Coconut White S-CCNT-BU-Y-SM-15
Profile – Estate / Barrel – 1 12 barrel / Size 16-1/2 x 13 / SKU # -
1GOCS0307BU

Cement Grout Color – Color matched by tile factory. Please inform your contractor to mix as close as possible to the base color in the approved tiles.

4. The original roofs in Solana did not include permanent vertical ridge lines between the Villas. However, multiple licensed roofing contractors have informed the DRB that facilitating the replacement of only a portion of a building's shared roof necessitates installing some new vertical ridgelines/caps. The contractors have informed that the new vertical ridgelines will be constructed to code. This will allow an added ridgeline to be permanently in place, if necessary, where an adjoining unit's roof is not replaced.

Accordingly, Owners are permitted to install vertical ridgelines/caps between Villas when replacing a Villa's roof if an adjoining unit is not currently being replaced. Lacing new tiles to original roof tiles, as was done for a unit in the Preserve, is not feasible since the original Solana roof tiles are no longer manufactured. Any new ridgelines must be made to appear as closely as possible to existing cap lines.

New ridgelines will differ from existing caps in that the caps are mostly hollow while new ridgelines lines will be installed over metal risers. **When a new vertical ridgeline is installed, the metal riser MUST be centered over the property line.**

CMR Construction, who has contracts on nearly 95 percent of the unit roofs in Solana, has recently clarified that they will remove vertical ridgelines when installing an adjoining unit. CMR will deconstruct the ridgelines by removing the caps and mortar in order to bring the new roof tiles and underlayment under the ridge cap to properly dry in and install the roof.

Since the metal riser will then be exposed and uncovered, CMR can eliminate the metal riser by simply unscrewing and discarding it. **CMR will then marry the new roof to a previously installed new roof and it will look like the Solana roofs always have. No more vertical ridgelines. This will result in restoration of our roofs to "substantially their original character, design and condition" as required in Article III, Section 1 of the Solana Declarations.**

5. Challenges and Decisions Related to Individual Villa or Partial Building Roof Installation:

The Villa Lot lines do not correspond with, or match, the existing roof peaks and ridges. In many cases within Solana, existing top ridge lines are not located directly over property lines or walls between Villas. This prohibits separating roofs between Villas on selected surfaces, as a horizontal ridgeline cannot be installed mid-surface. Such a ridgeline would effectively create a mid-surface dam that would interfere with the natural flow of rainwater down the roof surface. Roof damage and/or leaks could potentially occur. Licensed roofing contractors have confirmed to the DRB that prevailing codes prohibit a mid-surface horizontal ridgeline.

Accordingly, where two (2) Villas share a common roof surface that cannot be separated by a mid-surface horizontal ridgeline, the entire shared surface must be replaced. There are no other viable options, per the licensed roofing contractors the DRB has consulted.

Since the shared roofs act as a roofing system for an entire building, each owner of a shared roof surface that cannot be separated by a horizontal ridgeline must pay for their

proportionate share of this shared surface roof replacement, whether or not their Villa's entire roof is being replaced.

When applying for DRB approval for a replacement involving two Villas that share a common roof surface that cannot be separated by a mid-surface horizontal ridgeline, the applicant must include the proportionate cost for each Villa's share of the tile replacement for the shared surface. This cost should be calculated by the applicant's roofing contractor and be shared with and billed to the adjoining Villa owner.

If someone else has agreed to pay for all or part of these costs, or if the roofing contractor has agreed not to charge extra, then this fact must be noted.

Additionally, if the same roofing contractor is replacing each roof with a shared surface that cannot be separated by a horizontal ridgeline, and one insurance claim is approved and the other is still pending, the contractor may agree to not bill for replacement of the shared surface until the outcome of the adjoining Unit's pending claim is known. The contractor still needs to calculate a contingent billing and share that contingent billing with the affected Villa Owner with a notation that it is not being billed pending adjudication of the pending insurance claim.

Upon receipt of a billing, or a contingent billing, for replacement of proportionate share of a roof surface that cannot be separated by a horizontal ridgeline, the adjoining Owner has the option to secure the services and pay for a different licensed roofing contractor to replace the Owner's proportion of the shared surface. **If this option is elected, the Owner must inform the adjoining Owner (who will in turn inform their roofing contractor) and the DRB (in writing) within 14 days of receipt of the billing or contingent billing. The adjoining Owner may only elect this option if their selected roofing contractor agrees to coordinate and work in tandem with the other roofing contractor to assure a successful timely shared installation.**

Alternatively, if the adjoining Owner's selected roofing contractor is unable or unwilling to share in the timely joint installation of the shared roof surface that cannot be separated by a horizontal ridgeline, the adjoining Owner may elect to install and pay for the entire cost of reroofing the shared surface by the Owner's selected licensed roofing contractor. Some Owners may find this to still be cost effective when compared to the billing or contingent billing from the neighbor's roofing contractor. **If this option is elected, the Owner must inform the adjoining Owner (who will in turn inform their roofing contractor) and the DRB (in writing) within 14 days of receipt of the billing or contingent billing.**

Failure by the adjoining Owner's selected roofing contractor to successfully and timely complete the reroofing work on a shared roof surface that cannot be separated by a horizontal ridgeline, **which is determined in the sole discretion of the Association's Board,** may result in the Association stepping into the shoes of the adjoining Owner to arrange for and pay for the shared surface reroofing project. In accordance with Article III, Section 2 of the Declaration, the Association shall have the right to recover from the responsible Owner all amounts paid for by the Association, which debt shall be secured by a lien in favor of the Association on the delinquent Owner's Villa. The Association shall also be entitled to any available insurance

proceeds in connection with the damage or destruction of the roof, but without the obligation to pursue an insurance claim.

Failure by an adjoining Owner, who does not elect to use a different licensed roof contractor, to remit payment for proportional roof surface replacement completed and billed by within thirty (30) days of receiving the contractor's invoice or the completion of work on the shared surface, whichever comes last, if there is no reason for setoff, deduction, retainage or other withholding of payment, may, in the sole discretion of the Association's Board, result in the Association stepping into the shoes of the delinquent Owner to pay for the completed reroofing project. In accordance with Article III, Section 2 of the Declaration, the Association shall have the right to recover from the delinquent Owner all amounts paid for by the Association, which debt shall be secured by a lien in favor of the Association on the delinquent Owner's Villa. The Association shall also be entitled to any available insurance proceeds in connection with the damage or destruction of the roof, but without the obligation to pursue an insurance claim.

6. Building codes prohibit installing vertical ridgelines across roof valleys. Permanent vertical ridgelines must be used to separate roof sections installed at different times, or to separate a roof section that is being replaced from a roof section that is not being replaced.

The roof design of every Solana building has drainage valleys that cross property Lot lines. The licensed roofing contractors consulted by the DRB confirmed that applicable building codes prohibit vertical ridgelines to cross a valley channel. In essentially every instance in Solana, the roof valley only extends approximately a foot across any Lot line. Moving a vertical ridgeline left or right a foot or two to avoid a valley would conform to applicable building codes, but it would also result in ridgelines falling outside of property lines. Villas would not be appropriately divided.

Therefore, newly added vertical ridgelines that are required to separate Villas **shall not be installed below a valley line**. This requirement will only affect a very small amount of tile below the valley line, and will require the affected area to be replaced when the entire lower surface is replaced.

Newly added vertical ridgelines required to separate Villas, even temporarily, must be installed only above a valley line and directly over the property line. The lower edge of the new ridgeline must be cut to match the angle of the valley and thus not protrude into the valley. The DRB has been informed by a licensed roofing contractor that this policy will meet building code requirements.

7. The following documents must be submitted to the DRB for a reroofing:
 - A. A completed and signed **DRB application**.
 - B. A **detailed drawing** from the Owner's/applicant's roofer showing how the roof will be interconnected and blended with the adjoining roof sections. The location of any new vertical ridgelines must be shown. This is also required by the Master ARC. If an entire

building's roof is being replaced in one project by a single contractor, then a detailed drawing is not required. Please note that a previously installed vertical ridgeline must be permanently removed when later installing an adjoining unit's roof. If applicable, you must note that on the drawing and identify the ridgeline(s) that will be removed.

- C. A **Neighbor Acknowledgement Form** that has been signed by the other owners of the applicant's shared roof. The purpose of a Neighbor Acknowledgment Form is to document that the details of the roof replacement were shared with the applicant's neighbors. This form also serves to inform the applicant's neighbors that work will be performed soon that may impact their Villas. If an owner fails to sign a Neighbor Acknowledgement Form or send the DRB an email confirming they are aware of the work, then the applicant must indicate on their form the number of times the applicant attempted to obtain their neighbor's signature. The Neighbor Acknowledgement Form is also required by the Master ARC.
- D. A copy of **any adjoining Villa billing or contingent billing**. This is required only if there are additional costs that must be paid by an adjoining Owner, whether or not they are replacing their entire roof, in situations where horizontal ridgelines cannot be installed (See Paragraph 6 above for more details). These billings must be calculated by the licensed roofing contractor who is replacing the roof. If someone else has agreed to pay for all or part of these costs, or if the roofing contractor has agreed not to charge extra, then this fact must be noted on the submitted copy.

Additionally, if the same roofing contractor is replacing each roof with a shared surface that cannot be separated by a horizontal ridgeline, and one insurance claim is approved and the other is still pending, the contractor may agree to not bill for replacement of the shared surface until the outcome of the adjoining Unit's pending claim is known. The contractor still needs to calculate a contingent billing but note that it is not being billed pending adjudication of the pending insurance claim.

After DRB review and signed approval of a roof replacement application, owners should submit the approved documents in items A, B, and C above to the Master ARC for its secondary review and approval. The adjoining Villa billing in item D above does not need to be submitted to the Master ARC.

- 8. In addition to the items above, the following items must be submitted to the Master ARC:
 - A. A completed **Master ARC application**.
 - B. The **Solana Roof Tile Detail and Photo Sheet** (this was provided by Joyce Gillespie, Master General Manager, and was shared online with Solana owners on December 12, 2022). This sheet is being accepted by the Master in lieu of the normal requirement that each homeowner submit detailed specification sheets and tile samples for each roof. **It must be printed in color per the HOA ARC.**

9. ***For Villas NOT replacing an entire roof:*** The DRB will require, and the Association will pay for, an independent inspection of the shared roof by a licensed structural engineer with experience in roofing and/or roof structural integrity. The inspection will include an assessment of impact on neighboring Villas when roof and/or structural damage, including but not limited to wind lift problems, are observed. The engaged inspector will be made aware of the reciprocal easement provisions in the Declaration. The Villa Owners will be given reasonable notice of at least three (3) days prior to any such inspection.

Once needed repairs and replacements are completed by a Villa Owner, the Owner shall pay for and furnish to the Board an inspection report to verify the completeness and competency of all work performed. The post repair inspection must be conducted by the same type of inspector that completed the initial inspection for the DRB.

The Association will not pay for repairs or replacements of a roof or a roof section, if the Association's inspection reveals deficiencies related to storm damage. The Owner of a storm damaged roof section shall bear the full cost of all current and future roof repairs and replacements of their storm damaged roof or roof section, as well as financial responsibility for any damage or leaks in adjoining Villas due to the Owner's failure to repair or replace their roof or roof section. This policy is in accordance with Article III of the Declaration, which requires that Owners make prompt repairs of their roofs following a casualty (i.e., insurable) loss or damage. The Association will not resume the maintenance, repair, and replacement (for obsolescence) of a storm damaged roof or roof section, until the Owner of the damaged roof repairs or replaces (as needed) the damaged roof or roof section and submits an acceptable post repair report to the DRB.

The Association may also, in the sole discretion of the Association's Board, step into the shoes of the Villa Owner to complete any needed repairs or reroofing if the Owner fails to complete said repairs or reroofing that could put adjoining Villas at risk for leaks or damage. Pursuant to Article III, Section 2 of the Declaration, the Association shall be deemed to have received an assignment of the delinquent Owner's insurance proceeds, and the Association shall have the right to recover from the delinquent Owner all amounts not paid for by insurance, which debt shall be secured by a lien in favor of the Association on the delinquent Owner's Villa.

All individual tile replacements to repair a Villa must be color matched to existing tiles. **Mismatched colored tiles must be painted to match original existing tiles.**