

SOUTHPORT HOMEOWNERS ASSOCIATION, INC.

Roof Replacement Policy

The following Roof Replacement Policy (“Policy”) has been adopted by Southport Homeowners Association, Inc.’s (“Association”) Board of Directors on the 9th day of April, 2018. This Policy is intended to supplement and be used in connection with the Declaration of Covenants, Conditions, Restrictions and Easement for the Villages of Southport (“Declaration”), Amended and Restated Bylaws of the Association (“Bylaws”) and Articles of Restatement Amended and Restated Articles of Incorporation of the Association (“Articles”), Design Review Manual (“Manual”) and Rules and Regulations (“Rules”), as the same have been or may be amended from time to time (collectively referred to as the “Governing Documents”).

I. Definitions; Interpretation of Policy

- 1) The definitions of the capitalized terms in this Policy, unless otherwise defined herein, shall have the same meaning as those set forth in the Declaration.
- 2) In the event any provision of this Policy conflicts with the Declaration, Articles or Bylaws, the provisions of the Declaration, Articles or Bylaws shall control.
- 3) In the event any provision of this Policy conflicts with the Manual or Rules, the provisions of this Policy shall control.
- 4) The term “Routine Roof Replacement” shall mean and refer to the time at which the Association intends or attempts to inspect and replace roof, inspects or replaces the roof on an Owner’s Residence, as the context requires, in accordance with this Policy, including Article III of this Policy.

II. Authority and Relevant Provisions

- 1) Pursuant to Section 15.19 of the Declaration, the Association is entitled to adopt this Policy with respect to the Residential Property.
- 2) Pursuant to Section 15.20 of the Declaration, the Board of Directors is entitled to adopt this Policy with respect to the Subject Property.
- 3) Pursuant to Section 9.6.2.1 of the Declaration, the Association is required to maintain the roofs on the Residences.
- 4) Pursuant to Section 15.8 of the Declaration, the Owner of a Residence and other Improvements is required to maintain such Owner’s Residence and Improvements in a safe, clean, wholesome and attractive condition and shall not allow them to fall into disrepair, or become unsafe or unsightly.
- 5) Pursuant to Section 15.9 of the Declaration, in the event a Residence or other

Improvement on Residential Property is damaged or destroyed by casualty, hazard or other cause, including fire or windstorm, then, within a reasonable period, not exceeding sixty (60) days following the occurrence of the offending incident, the Owner of the affected Lot shall cause the damaged or destroyed Improvements to be repaired, rebuilt or reconstructed or to be removed and cleared from such Residential Property.

- 6) Pursuant to Section 17.4.2 of the Declaration, Owners are required to maintain in full force and effect a policy of property insurance, which shall cover all the Improvements on their Lots, including, but not limited to, the roof on the Residence. The full and detailed requirements for the policy of property insurance the Owners are required to purchase and maintain is set forth in Sections 17.4.2.1 through 17.4.2.4 of the Declaration.
- 7) Pursuant to Section 8.10 of the Declaration, the Association maintains an easement over the Subject Property to carry out the duties and obligations set forth in the Governing Documents.

III. Routine Roof Replacement

- 1) The Board of Directors shall establish the frequency at which the roofs on the Residences are replaced. **EXAMPLE:** The Board of Directors may establish that the roofs on the Residences shall be replaced by the Association once every twenty-five (25) years.
- 2) The Board of Directors shall establish the schedule for the replacement of the roofs on the Residences. **EXAMPLE:** The Board of Directors may elect to replace the roofs on the Residences in one village at a time and move to the next village until all qualifying roofs have been replaced, which may span a period of five (5) years.
- 3) Owners shall permit and otherwise make the Lots and roofs on the Residences accessible to the Association and its vendor(s) to inspect the roof and complete the replacement of the roof.
- 4) The Board of Directors shall endeavor to replace the existing roof on the Residence with materials of the same type, kind and color; however, the Board of Directors retains sole and exclusive discretion, authority and control over the type, kind and color of the materials used to replace the roofs of the Residences.
- 5) The Board of Directors shall be solely and exclusively responsible for selecting the vendor(s) who will perform the work required to replace the roofs on the Residences.
- 6) The Association is not responsible for the day-to-day maintenance and repair of the roof of the Residence and is only responsible for the replacement of the roof on the Residence due to the expiration of the natural warranty life of the roof.

IV. Casualty Damage

- 1) In the event the roof on a Residence is damaged or destroyed due to a casualty, hazard or other cause, the Owner of the damaged or destroyed roof is required to repair or replace the damaged or destroyed roof or portion thereof within sixty (60) days of the casualty, hazard or other cause.
- 2) The Association is not responsible for the repair and replacement of a roof damaged or destroyed due to a casualty, hazard or other cause and shall not undertake the repairs and replacements necessitated by the casualty, hazard or other cause.
- 3) In light of the Owners' obligation to insure the Improvements on their Lots, including, but not limited to, the Residence and roof thereon, Owners are encouraged to report any incidents, claims or issues to their property insurers as soon as possible.
- 4) If during the Routine Roof Replacement it is discovered that a roof on a Residence has been damaged by a casualty, hazard or other cause, the Association shall notify the Owner of the damage caused by a casualty, hazard or other cause in writing and the Owner shall make a claim to the Owner's property insurer regarding such damage. After notifying the Owner of the damage caused by a casualty, hazard or other cause:
 - a. The Association shall not be obligated to undertake the replacement of the roof on the Residence unless (i) the Owner's property insurer denies the Owner's claim and written proof of the denial is provided to the Association with valid explanation; or (ii) the Owner's property insurer makes prior arrangements to remit payment directly to the Association to fully pay for the replacement of the roof on the Owner's Residence less the Owner's deductible.
 - b. If the Owner's property insurer accepts the claim and Owner has replaced the roof on the Owner's Residence, upon Owner providing documentation satisfactory to the Association that Owner has paid the deductible related to the Owner's insurance carrier's replacement of the roof on the Residence, the Association shall remit to Owner the lesser of (i) the Owner's deductible; or (ii) TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$2,500.00).
 - c. If the Owner elects not to make a claim or fails, refuses or neglects to undertake any maintenance or repair of the roof on the Residence, the Association shall not be obligated to repair or replace the roof on the Residence and shall not be required to contribute to the replacement of any roof or contribute any payment for any reason to Owner.
- 5) For the purposes of clarity, if outside of the Routine Roof Replacement it is discovered that the roof on a Residence has been damaged by a casualty, hazard or other cause, the Association shall not be responsible for the replacement of the roof on the Residence, the deductible or any part or portion the repair and replacement or deductible.

V. Owner Opt Out

- 1) An Owner may opt out of having the Association replace the roof on such Owner's Residence as part of the Routine Roof Replacement.
- 2) To be permitted to opt out of the having the roof on the Owner's Residence replaced, Owner shall be required to execute and deliver to the Association a Roof Replacement "Opt Out" and Release or such other form that the Board of Directors adopts from time to time.
- 3) Owner shall replace the roof on the Residence not later than ninety (90) days after the date on which the Association was scheduled to complete the replacement of the roof on the Residence.
- 4) Upon (i) completion of the Owner's replacement of the roof on the Owner's Residence; (ii) Owner providing to the Association a receipt, invoice or other document showing the amount *paid* by Owner for the replacement of the roof on the Residence; and (iii) Owner's execution and delivery of a Roof Replacement "Opt Out" and Release or such other form that the Board of Directors has adopted, Owner shall be entitled reimbursement for the replacement of the roof on the Residence from the Association in an amount equal to the lesser of (i) the amount Owner paid to replace the roof on the Residence; or (ii) the amount the Association would have paid its vendor(s) to replace the roof on the Owner's Residence. For the purposes of clarification, the Association shall not reimburse Owner for any cost or expense associated with the replacement of the roof until such time Owner fully complies with the conditions of this Paragraph.
- 5) For the purposes of clarification, an Owner may only opt out during the Routine Roof Replacement. No Roof Replacement "Opt Out" and Release, reimbursement or any thing related thereto will be considered by the Association at any time other than the Routine Roof Replacement

VI. Reservation of Rights; Architectural Review; Enforcement

- 1) Notwithstanding the provisions of this Policy, the Association retains the right and authority to determine which roofs on the Residences shall be replaced.
- 2) Nothing in this Policy is intended to supersede, alter or change any of the Owner's responsibilities or obligations to comply with the architectural review procedures set forth in the Governing Documents.
- 3) Any repair, replacement, change, alteration or modification to any roof on a Residence by an Owner shall first be approved by the Association's Architectural Review Board in accordance with the architectural review process set forth in the Governing Documents.
- 4) Nothing herein shall be construed to require the Association to comply with the

architectural review process set forth in the Governing Documents when it undertakes the replacement of the roofs on the Residences.

- 5) The Association shall be entitled to enforce this Policy as provided for under the Governing Documents and Chapter 720, Florida Statutes.
- 6) Nothing in this Policy shall be deemed a waiver of the Association's rights and remedies available to it at law and in equity whether such rights and remedies arise under Florida law, the Governing Documents. All such rights and remedies are cumulative.

IN WITNESS WHEREOF, the undersigned has executed this Policy on dates set forth below.

WITNESSES:

SOUTHPORT HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
Print Name: Elizabeth Chavez

[Signature] 6/19/2018
By: Luz Tejada
As Its: President

By: [Signature]
Print Name: Edwin R. Torres

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

SWORN TO AND SUBSCRIBED before me this 19th day of June, 2018, by Luz Tejada as the President of Southport Homeowners Association, Inc., who is personally known to me or who produced Florida Drivers Lic., as identification, and who did take an oath.

[Signature]
Notary Public
My Commission Expires: 11/12/2021

