

This email is an example of what happens when a hurricane hits. You are on your own as detailed in the documents.

9-15-17

The Association will not facilitate or recommend any vendors for the repairs, for liability purposes. If a few owners want to work together with a vendor, that will be up to them to coordinate.

Thanks!

Jennifer C. Worthington, CAM

Tropical Isles Management

12734 Kenwood Lane, Ste. 49

Ft. Myers, FL 33907

(239)939-2999, ext. 218

fax (239)939-4034

Please Note: Tropical Isles' office hours are 8:00 a.m. to 5:00 p.m. Mon. -- Thurs. and Friday from 8:00 a.m. to noon. The Tropical Isles staff hours of operation are 7:30 a.m. to 5:30 p.m. Mon. -- Thurs. and Friday from 8:00 a.m. to noon

----- Forwarded message -----

From: .com <kcspis@aol.com>

Date: Fri, Sep 15, 2017 at 1:20 PM

Subject: Fairloop Run Update - today 9/15/2017

To: darley1@verizon.net, donnabyron@centurylink.net, cte46@aol.com, webbnet@comcast.net, teresac133@aol.com, mispappy4851@yahoo.com, llofink@comcast.net, marty.kovacs@icloud.com, scottmona@hotmail.com, dmcswane@comcast.net, bdgolen@gmail.com, htyclub@gmail.com, fletcher@bucknell.edu, sam@nextlevelchurch.com, ww934@comcast.net, yepram@me.com, jensenlear@gmail.com, donyoshie@embarqmail.com, charlesmassaquoi968@yahoo.com, cwspea@gmail.com, keithpls@hotmail.com, jertl@aol.com, rbjeary@aol.com, rpgig@aol.com, rgh148@aol.com, edgarmum@aol.com, bojangles4796@comcast.net, regina.wironen@leominster.mec.edu, jeancmay@gmail.com, san04_warner@msn.com, ppfautz1@aol.com, ar-walsh@comcast.net, paniedorf@live.com, niedorf@hotmail.com, rseifried@aol.com, barbseifried@aol.com, mdd9444@gmail.com, Robertd.stewarttt@msn.com, kenroot@gmail.com, davesoldit@comcast.net, ltipoulos@live.com, mibutler@peoplepc.com, bzbz@gate.net, seaford624@yahoo.com, timauto2@aol.com, serendipitous@mac.com, ernelec7@yahoo.com, cew1010@yahoo.com, baneks239@gmail.com, jtringa@msn.com, katiemclay@gmail.com, saundrab222@gmail.com, kcspis@aol.com, suespis@aol.com, little316@earthlink.net, bmet813310@aol.com

To all:

Please be advised that Alan Walsh has reported that electric power to the Westminster Development has been restored as of 12:35PM today. Please remember that if you have any questions regarding your Villa, please contact Mark Rudland or Jennifer Worthington of Tropical Isles at 239-939-2999.

The Board of Directors Thanks you for your continued patience during the clean up process that is going to occur. It cannot and will not be completed for some time in the future. Contractors will be very busy because of the volume of needed repairs. Be careful who you contract with to accomplish your repairs. The Board of Directors request that you

contact Tropical Isles for assistance in this process. The Board of Directors cannot and will not be making recommendations for this process.

The Board would also like to remind all members, despite what some have been claiming, that it is your responsibility to correct any damage to your villas. The board through recent communication has informed all not present at this time that most of the roof damage is minor involving loose tiles that will need to be secured in place.

The Board of Directors would also like to remind all of our members that tree and shrubbery damage created by Hurricane Irma is the responsibility of each individual unit owner. If you attempt to make your repairs through your own individual efforts, please be careful. There are contractors who are very experienced in completing needed repairs in a safe and timely manner.

On behalf of the Board of Directors of the Villas at Fairloop Run.

Ken Spisiak

Letter from CMR, a roofing contractor, regarding the Velocity Engineering Report and their interpretation of the FBC 25% Rule.

From: Kevin Smith <ksmith@cmrconstruction.com>

Sent: Tuesday, April 28, 2020 6:00 PM

To: Scott Jackson <sjackson@cmrconstruction.com>

Information

Scott,

In an effort to be transparent and candid, my responses to this report are below. Having worked 5 Fla hurricanes and knowing the code very well. I hope that my comments are highly considered.

25% rule is NOT 25% damaged. It is often mis-quoted. "Not more than 25% of the total roof area or roof **section** (key word) of any existing building or structure shall be **repaired** (key word), replaced, or recovered in any 12mo period unless the entire existing roofing system or roof section is replaced...."

Section:

Ok...so nothing here says it has to have 25% damage. Nothing. First take the word "section" and define that. By FBC (Florida Building Code) a section is a separation or division of a roof area by existing joints, parapet walls, flashings (excluding valleys) difference in elevation (excluding hips and ridges), roof type or legal description, not including the roof area required for a proper tie-off with an existing system." What this means is hips/ridges are all part of the slope.

It is considered one continual area. So, that "section" could be an entire hip roof in theory.

Repaired:

This implies the roof, can in fact, be repaired. If the tile is no longer made and the NOA is not valid then this automatically null/voids this whole clause. So, not only is this rule often mis-quoted it is misinterpreted. If the 25% rule were applicable the roof would have to be repairable. When the area to be "repaired" exceeds \$1500 or 200sf a permit is required. Well, the hip/ridge alone will far exceed that requirement. On the converse, lets assume the tile is still in production...NOW the 25% rule would apply as it is stating one cannot "repair" more than 25% of the section. I hope that makes sense. I can understand how that is confusing. I have seen this interpretation so many times and it has yet to win against my argument.

I do not mean to be critical of this report but there are holes. Below they clearly were thorough in pointing out the issues caused by a major wind event. Unfortunately the 25% rule is not interpreted correctly as the roof is not repairable which is a requirement within the rule to even be applicable. I cannot stress this enough....the rule does not require 25% damage. I would be interested as to what extent of the documented damages below they point out would warrant replacement.

1. They acknowledge fasteners likely pulled on in the report
2. They acknowledge the underlayment caused by fastener withdrawn and movement observed
3. They acknowledge damage to the field tile
4. They acknowledge widespread tile cracking (could be from debris)
5. They acknowledge misaligned/shifted tile
6. They acknowledge hip/ridge tile and mortar
7. The interpretation of the 25% rule is flat wrong.

Saying all of that to say this.....it comes down to if a repair could legally be performed could a permit be issued? The answer here is an emphatic no.

I recommend presenting the NOA to the association for their review.

The tile on Fairloop are discontinued. The NOA is invalid. Repairs exceeding \$1500 or 200sf would technically be a violation of FBC if a permit was not pulled.

We're not losing our license or being fined for that. The codes are in place to ensure all construction in Fla is uniform and consistent.

I am certain there are plenty of unethical contractors who would do said repairs but we are certainly not one of them.

Proof is in the pudding....we have replaced well over 200MM so far in Irma and will likely exceed 400MM before we are through. The condition and scenario the Fairloop Villas are in is the exact same as the thousands we have replaced thus far. We have yet to repair any tile roof in this storm whereas the above parameters are present and we never will.

I feel their report is thorough but the misinterpretation of the 25% rule is a problem for the Villas potentially and for that reason

I would not publish this to any carriers. While it certainly does not change the issue at play here, it would make the argument to overcome difficult. Realistically this is the kind of report our attorneys or our company beat every single day.

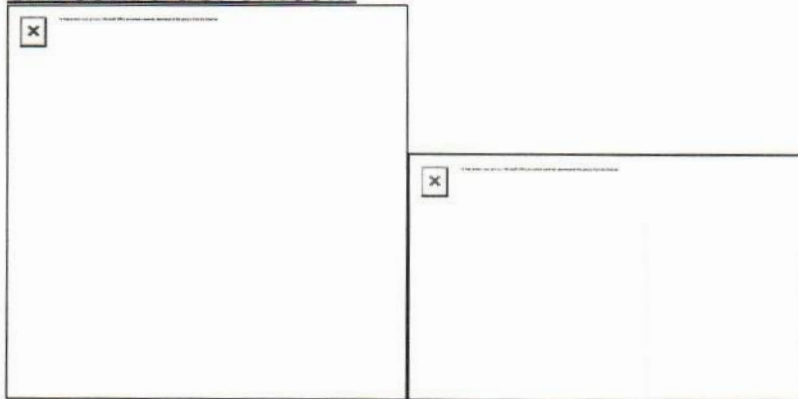
Kevin Smith

CMR Construction & Roofing, Slate & Tile Specialists

561-889-5034 - Mobile

1-855-ROOF-CMR - Office

cmrconstruction.com



CMR CONSTRUCTION & ROOFING IMPORTANT DISCLAIMER

On Mon, Apr 27, 2020 at 12:53 PM <sjackson@cmrconstruction.com> wrote:

So they essentially stated every roof had damage!

25% rule? On out of production tile? ARE THESE FOLKS REMOTELY UP ON CURRENT LAW?

Please advise on what CMR's collection response should be to this? I advocate mailing every home in that HOA this week!

Letter from Tropical Isles to VFRA members regarding the Velocity Engineering report our Board authorized.

Begin forwarded message:

4-27-20

From: Villas at Fairloop - Tropical Isles Management
<Email_Alert@calibersoftware.email>

Date: April 27, 2020 at 12:12:12 PM EDT

Subject: Roof Inspection Results and Information

A competent authority has assessed our buildings and have documented that virtually all Fairloop Run Villas experienced windstorm damage. Our doc's require that you maintain your property/villa and have all damage corrected in a timely fashion.

This means damage must be corrected to the condition of the property before the damage occurred.

The clock is ticking for you to contact the insurance company that insured your villa when Irma made itself known.

You must do this before the cutoff date of September 9th in order to qualify for windstorm insurance benefits.

It does not matter if you believe you have a hurricane damaged roof or not.

At our annual meeting in March we asked you to play nice with your roof mate. What I was getting at is that while there are 2 owners to a villa, there is but 1 roof. You and your roof mate should try to agree on the selection of a roofing contractor.

Things will not work out well, if at all, if the 2 of you select separate roofers due to the overlap of underlayment.

In any event owners after having received insurance company checks and/or approval, each owner is to complete an ARC request form. Forms must be signed and must be submitted together to Villas of Fairloop Run Board to be forwarded on to the master ARC.

We ask this to be done immediately but in any event on or before September 9th in order to qualify for hurricane Irma insurance coverage. If you choose to take no action, the Association has the authority to replace your roof and lien your Villa for the amount paid (which is for the full amount of the new roof as there will be no insurance coverage).

Remember that other than the insurance company deductible, you should not expect any other out of pocket costs.

Choose your roofing contractor and leave the process up to them.

You need not be involved with dealing with your private insurance company.

Note: This memorandum is for informational purposes only and is not intended to be legal advice. If you have legal questions you must consult your own attorney.

June 22, 2020

Board letter to VFRA apologizing for Tropical Isles Letter

6-22-20

To: Owners; Villas of Fairloop Run Association
From: Board of Directors; Villas of Fairloop Run Association
RE: Roofing Information

The board apologizes for our April 27, 2020 email. As a Board, we rushed to share information, similar to the Governor's Run II roofing information. As our homeowners were discussing the option of roof replacement, by filing an insurance claim, the board wished to spread the word about the September 9, 2020 Hurricane Irma claims filing deadline.

TILE SELECTION:

At the Villas of Fairloop Run Association June 9, 2020 Board Meeting, the board approved the following roof replacement tile:

Manufacturer: BORAL ROOFING

Style: Slate Slab Concrete

Name: Florida Blend

The Westminster Master ARC will vote its final approval on Wednesday, July 8, 2020.

HURRICANE IRMA ROOF REPLACEMENT GUIDELINES:

The following guidelines were discussed at our June 9th Board Meeting. These guidelines are only for residents filing Hurricane Irma insurance claims and seeking near future roof replacement:

- You and your roof mate must each submit a Master ARC approval form for roof replacement. Attached is the correct form for this project. The form must be submitted by the 1st day of the month to receive Master ARC approval that month. To submit, please email your completed form to both: Fairlooprun@comcast.net AND courtney@tropicalisles.net.
- The roof sample requirement on the Master ARC form has already been submitted on your behalf. If you wish to view the tile sample, please visit the Westminster Community Office.
- **NO ROOF REPLACEMENT WORK CAN START WITHOUT THE MASTER ARC'S WRITTEN APPROVAL.**
- The entire roof must be replaced; therefore, roof mates must work out the details together.
- If your roof mate is not in agreement to replace their half of your common roof, it would be up to you to seek your own solution; neither the Fairloop Run Association nor Tropical Isles has authority over this matter.

FUTURE ASSOCIATION ROOF REPLACEMENT PLAN:

Velocity Engineering has provided the following additional information:

- Our villa roofs have a remaining useful life of approximately 5-years. If so, our roof's life expectancy is 20-years, not 30-years as projected by our developer, US Builders in 2005.
- The estimated roof replacement cost is \$49,500 - \$67,000 per building. The variation is due to the three different villa sizes.

Over the last two years (2018 & 2019) the cost to repair roofs, for normal wear and tear, has increased by 72%. Our Association cannot continue to deplete our roof reserve funds for these repair costs.

Therefore, a **Roof Repair Line Item** will be added to our 2021 budget. This is a recommendation from residents who attended our June 9th meeting.

Our Association will replace any remaining original roofs in the years 2025 & 2026.

The project cost will be paid from the roof reserve account plus, a bank loan to cover the shortfall. Bank loan payments would be covered through a special assessment to all owners (Section 4.2 of Governing Documents).

FREQUENTLY ASKED QUESTIONS:

The following represent Homeowner's questions to the Board:

1) Does the Association have responsibility to contact 2017 homeowners regarding opening an insurance claim? (10 villas have changed ownership since Hurricane Irma)

If an Owner has a question concerning the predecessors in title's obligations or responsibilities, they would need to contact their own legal counsel

2) If a homeowner replaces their roof via an insurance claim, do they need to pay the assessments levied by the association?

Our documents state, when the Association replaces the roofs as part of its normal maintenance responsibility, it does so as a common expense of the Association. As such, all Owners are required to contribute to that expense regardless if they have already replaced their specific roof. (Section 4.2 Governing Documents)

3) If an Owner has "white tile that fits" and repair or replaces existing tile damage with these tiles, would this be considered an acceptable repair?

This would be a question for the roofer doing the repair. These tiles are white so they can be stained to match what is on the roof now. If the roofer can match the tiles it will be a sufficient repair.

Service Works (our Association's roof repair company) believes this is a sufficient repair.

4) If a homeowner receives an insurance claim check for their roof now, can they use the money to pay for any special assessment when the Association replaces roofs (~5-years)?

This is a question for your own insurance agent, and or legal counsel.

This is not correct according to the Documents

5) In the fall of 2017, I fulfilled my responsibility to repair my roof from Hurricane Irma damage. My insurance company came out, repairs were done, and the claim was closed. Why is the association telling me now I have to go back to my insurance company and reopen my claim?

Our email of April 27, 2020 was not intended to address homeowners who performed their insurance duty in 2017. As homeowners are talking of filing insurance claims before the Hurricane Irma deadline (September 9, 2020), the Board believed all owners should receive the same information.

Today's memorandum is for informational purposes, only. This is not legal advice. Please refer any legal questions to the attorney of your choice.

The VFRA Board know what their responsibilities are as evidenced by this letter.

May 20, 2022

Sent via Regular Mail and Certified Mail/Return Receipt Requested

David Fletcher
4747 Fairloop Run
Lehigh Acres, Florida 33973

Re: The Villas at Fairloop Run Association, Inc.
4747 Fairloop Run, Lehigh Acres, Florida 33973 ("Living Unit")
Our File No.: 94591.001



Dear Mr. Fletcher:

As you have been informed, my office represents The Villas at Fairloop Run Association, Inc. ("Association"). Based upon your correspondence in response to my letter of May 11th, it is the Board's understanding that you do not intend to proceed with replacing your roof. It has also come to the Board's attention that you have recently listed your Living Unit for sale. Please note, that you are required to replace your roof, and you must do so as soon as possible, pursuant to the Declaration of Covenants, Conditions and Restrictions for The Villas at Fairloop Run ("Declaration"). Your failure to do so constitutes a continuing violation of the Declaration, and the Association will list this violation in any estoppel certificate that is issued to a purchaser of your Living Unit. Any purchaser of your Dwelling Unit will be jointly and severally responsible for replacing the roof after closing, and Florida law requires that you disclose to purchasers all latent defects or conditions that materially affect the value of your Living Unit.

As discussed in my letter of May 11th, Articles 7 and 8 of the Declaration govern the owners' maintenance and repair obligations. Articles 7 and 8 of the Declaration provide in relevant part as follows:

7.2...(B) Villas. The Association shall clean and provide ordinary...replacement of the roofs...the need for which is caused by normal wear and tear and weathering keeping the appearance of the same in a condition comparable to the condition of such improvements at the time of their initial construction, except for normal weathering, wear and tear. The cost shall be a common expense...The owner of each Villa shall maintain, repair and replace, at his own expense, all portions of his Villa except those portions specifically required to be maintained, repaired and replaced by the Association. Specifically, it is the owner's responsibility to repair, reconstruct or replace all damage resulting from windstorm, fire, flood, hail, hurricanes, sinkholes, and other natural disasters, acts of God, and casualties that are or could be covered by property insurance carried by the owner under Section 8.1 below... (emphasis added).

8.1 Duty to Insure and to Reconstruct. Each owner shall at all times maintain property insurance on his residence and all other insurable improvements in an amount equal to the full replacement cost thereof. If any Living Unit or other improvements located on any Lot are destroyed or damaged as a result of...hurricane or other casualty, the owner of such improvements shall cause repair or replacement to be commenced within six (6) months from the date that such damage or destruction occurred, and shall complete the repair or replacement within nine (9) months thereafter. All such repairs or replacements must restore the improvements to substantially their original character, design, and appearance, and shall utilize and conform with the original foundation and appearance of the original improvements, except as otherwise approved by the ARC. (emphasis added).

As you filed an insurance claim for storm damage to your roof, and as the Association has approved your architectural application, the Declaration requires that you immediately proceed with the repair or replacement of your roof. The storm that damaged your roof occurred almost five (5) years ago, and there is no reason or cause for any further delay.

Pursuant to Section 720.305(1), Florida Statutes, each Member and all lessees and invitees within the Association are governed by and must comply with the Association's governing documents. The Association may bring an action for damages or for injunctive relief, or both, against a property owner, tenant, or invitee for their failure to comply with these provisions. Furthermore, the prevailing party in any such action shall be entitled to prevailing party attorney fees and costs. Section 720.305(2) of the Florida Statutes also empowers the Association to levy fines against a Living Unit for each instance of an owner's failure to comply with the Association's governing documents. Further, such fines may be levied for each day of a continuing violation.

Until such time as your storm damaged roof is replaced, the Association will cease its efforts to repair and clean the roof in the interest of preventing leaks. Written demand is hereby made upon you to immediately proceed with the replacement of your Living Unit's roof, including, without limitation, engaging a roofer and applying for a permit. I have copied your neighbors on this letter, and you are to coordinate with your neighbors as well to initiate the roof replacement as soon as possible. Failure to provide proof of your substantial compliance with the above demand to my office within fourteen (14) days from the date of this letter shall result in the Association pursuing all of its available remedies against you.

The Association's remedies include, without limitation, the filing of a lawsuit for an injunction order that will compel you to replace the roof. In any such lawsuit, the Association shall seek to recover its reasonable attorney fees and costs. Furthermore, should you voluntarily comply with the foregoing demand after the Association has initiated legal action, then the Association shall be deemed the prevailing party and you shall be responsible for the Association's attorney fees and costs incurred to obtain your compliance. The Association may also pursue fines and other remedies in addition to a lawsuit.

Very truly yours,



Christopher J. Shields, Esq.

cc: Client (Via Email)

Sent Via Regular Mail and Certified Mail/Return Receipt Requested
David Fletcher, 129 Victoria Lane, Lewisburg, PA 17837

Sent Via Email to fletcher@bucknell.edu
David Fletcher

Sent Via Regular Mail and Certified Mail/Return Receipt Requested
William Neil Stewart and Lea R. Jensen, 4759 Fairloop Run, Lehigh Acres, FL 33973

Sent Via Email to jensenlear@gmail.com
William Neil Stewart and Lea R. Jensen

Letter asking for further clarification from Board

7-9-20

To: Fairloop Run HOA Board of Directors

Re: Memo To Owners, June 20,2020

From: Marty Kovacs/Scott Moore

Date: July 9, 2020

Dear Board,

We are requesting clarification on a couple of the items you address in your Roof Replacement Plan for the homeowners in the Fairloop Run Association.

Specifically, how will the assessment be determined for those owners who are pursuing replacement of their roofs via their insurance companies? Will they be given a substantially lower assessment than those who have not chosen this option? As we are all aware, this was certainly an option available to all of them.

Secondly, if you determine the assessment will be equal to all in 2025-2026 regardless of those owners who saved the association between 47,500 -67,000 (your figures) by filing successful claims with their insurance companies 5 years prior to the replacement project, what will be done with their roofs? Will they be replaced? How will they be compensated for the overall savings?

So we are all clear, notwithstanding that some homeowners may have successfully have their roofs replaced through legitimate claims for hurricane damage, which directly reduces the overall cost for the HOA's Roof Replacement Plan in 2025-2026, these owners will have to pay a portion of the total reduced costs in addition to the deductible portion that they will be required to pay for the insurance claim.

We believe that a plan must be developed asap to address our concerns as we move forward so we can make intelligent decisions regarding our property. Please advise of us of your determination on this matter.

Sincerely,

Marty Kovacs/Scott Moore

This letter was further clarification and very prescient regarding the roofing situation.

Proposal:

1. **Amend Current Documents to:**
 - **Exempt homeowners from Assessment if they have their roof replaced thru Insurance after June, 2021. (we just made that date up). Currently home owners with new roofs will have to pay the assessment as well as the insurance deductible.**
 - **Make size of roof a parameter for assessment .** The current rule is an even split. It is unfair for homeowners with large roofs aren't picking up their fair share
2. **Get a more realistic estimate of replacement costs. Current estimate ranges from \$1.2m to \$2.3 m**

Objective :

Hopefully we can convince all homeowners that getting insurance companies to pay for roofs will benefit all. Also, allocating assessments according to roof size is more fair to home owners with small roofs.

Background:

1. Most homeowners don't care about the few that can replace roofs via insurance at this time. However, we can get another hurricane in the next 5 years before the planned roof replacement. So we might as well address the problem now. . We need to show them there is a significant benefit to giving homeowners with claims from the last hurricane an incentive to get their claims approved and replace their roof asap. It may be too late for some that have submitted a claim but if we act fast we may be able to get these claims reopened
 - A lot of homeowners don't understand the financial numbers so we need to show the benefit to them in terms of dollar savings for every roof that is replaced thru insurance. The facts is that this amendment will have significant financial impact on everyone
 - The numbers are large. The current analysis is for roof replacement is anywhere from \$1.2m to \$2.3 m. If we divide these estimates by the 66 home owners, that translates to \$20k to \$40k to replace a roof. The association estimate of 20k per villa seems low. This variability is too large and we should be able to get a better estimate. Especially since only 1/3 of the lower amount is in the reserve today.

The following outlines the impact to each home owner. It shows how even if only 10 homeowners can get insurance to pay now or for future hurricanes, the savings would be thousands of dollars for each homeowner who has to pay an assessment.

- Approximately 1/3 to 1/2 of the replacement cost will be covered by reserves depending on which year you replace the roofs leaving the remainder to be financed and passed on as an assessment to each homeowner. For example, if insurance paid for 10 roofs, finance requirements reduce by up to \$400k for the remaining 56 homeowners. . That reduces each homeowner's assessment by up to \$7100 (\$400k % 56 villas). The

question is how many villas are in the position to get their roof approved for replacement now. You will only know if you give these owners an incentive to pursue their claim, otherwise these homeowners will just wait for the association to replace the roofs. Time is of the essence. We are not sure how long people have to reopen a claim that was dismissed or not followed up on. This will set the path for accelerating claims from future hurricanes as well.

2. Homeowners who have small roofs may not be aware of the unfairness of picking up an unfair share of the cost. Costs and assessment should be based on square footage of roofs.

What needs to happen immediately:

- Amend current documents to waive assessment for homeowners that replace roofs thru insurance. This can be done by adding an additional proxy to the March 2nd meeting
- All homeowners with insurance claims in process support the proposal to replace roofs ASAP once the documents are amended
- Homeowners with smaller roofs support the amendment if it shows their assessment will be smaller
- Ensure a more accurate /realistic spreadsheet is created to show real numbers based on actual costs from roofing companies since the current analysis is anywhere from \$1.2m to \$2.3 m. We should be able to get an estimate within 10%.
- Clarify which roofing companies can be used for roof replacement and include other roofing companies like CMR who may be pursuing the insurance claim for some owners
- Choose an actual year for roof replacement
- Calculate assessment as a function of square footage
- Allow ½ villas to benefit from no assessment by passing over their insurance claim on to the association to be used towards the reserve (assuming that amount covers the cost of the assessment). Not sure if this would be legal though.

Other issues that are a concern; but, we don't want to deal with in this conference call.

- Association focus is on offloading roof maintenance expense to home owners and using the next 5 years to recover from ducking the roof reserve issue in the past.... But home owners need to keep HOA fees reasonable to stay competitive in the market when selling.
- Some home owners will try and delay roof replacement as long as possible because of their financial situation and ability to pay for the assessment

From: Marty <marty.kovacs@comcast.net>
Date: February 25, 2021 at 8:00:23 AM EST
To: "Team Botelho, The Real Estate Experts!" <davesoldit@gmail.com>
Subject: Re: Posting

Thanks and I agree with that

Sent from my iPhone

On Feb 25, 2021, at 7:57 AM, Team Botelho, The Real Estate Experts!
<davesoldit@gmail.com> wrote:

Hi Marty

Thanks for putting together the group phone meeting. I want to say I agree with your statement that the roofs should last for at least 30 years. The engineer report does not give a date of expiration of the roofs.

Important statement regarding Builder's Defects and Repairs from Dave Botelho

It is my belief that the last several years of roof repairs have panicked our president Alan Walsh into thinking that roofs need to be replaced. However, The repairs of the valleys are due to a builders defect and once this defect is worked out the cost and rate of repairs should drop.

Thanks again

On Sun, Feb 21, 2021 at 8:58 AM Marty <marty.kovacs@comcast.net> wrote:
Thanks

Sent from my iPhone

On Feb 21, 2021, at 3:24 AM, Team Botelho, The Real Estate Experts!
<davesoldit@gmail.com> wrote:

**I AM CHECKING THE LINE, "NOT IN FAVOR
FOR #3"**

1 I am not happy that there was NO meeting regarding this proposed major change in our governing documents. So let's discuss this issue via NextDoor. I am NOT IN FAVOR of amending the governing Documents to make it my responsibility to maintain and repair my roof.

2. The roof repair cost that the Board budgeted of 25K is randomly picked. The average annual cost over the last six years 2014 to 2019 was \$16,278.00 The board should have used this actual figure in estimating the amount to budget for repairs, it would have been more reasonable.

3 I do NOT save money by taking over the roof repair costs. It would cost me the same amount of money whether I am responsible for roof repairs or if the HOA is responsible. The board chose a random repair cost of 25K, which is NOT the average cost of the roof repairs over the last 6 years.

4 If I am selling my villa and the inspector notes cracked tiles on my neighbors roof, this could prevent the sale. I do not have any right of entry to fix my neighbors roof. I do not have the ability or the right to force my roommate to make the repairs. Villa sales go smoothly when an owner is able to tell the prospective buyer that the HOA repairs the roof.

5. If my roof is leaking and the leak is traced to my neighbor's side, this could be a problem. My roommate may not want his roof worked on if he is not getting any leaks. I do not have the right of entry and cannot force him to make repairs. Certainly this would be a detriment, not only to the

sale of my Villa but also with the continued maintenance of my roof and any leaks associated with my roof mate's roof.

6. If my neighbor is negligent in insuring his roof and it causes property damage to my villa, what recourse do I have? None of the governing documents; sections 8.1 to 8.5; offer me protections if my neighbor defaults under these sections.

7. The limited proxy form states in #3 "this removes the HOA responsibility to perform roof repairs" This does NOT accurately match the proposed amendment. The proposed amendment states that owners will be responsible for roofs and that they will also be responsible for "Structural components and exterior walls and other surfaces of the villas and other appurtenant structures". This means owners are now responsible for driveways, exterior walls and walkways.

Documenting additional damage

8 In addition, I am not happy with the board's maintenance of the roofs. I do not want to take over the responsibility for repairs when there has not been documented annual maintenance by the board for checking cracked and loose tiles and performing maintenance repairs. For many years the roofs were cleaned by a company that WALKED on the roofs.

10. It is a great selling point to be able to tell prospective buyers that the HOA takes care of all exterior maintenance. Imagine if the owner takes over the responsibility of roof repairs and a buyer asks "What if the roof damage occurs on the dividing line of the two owners' roofs, how is that handled? The proposed change offers no contractual clarity of owners rights to remedy.

11 If I take over roof repairs will I start getting letters from the HOA board with threats of a fine or a lien for "failing to properly maintain my roof" ?

12. Call me if you have any questions on my opinions 239-368-1803

Roofing Committee Report

Members Rights and Privileges Regarding Hurricane Damage

The roofing committee has reviewed and discussed the Fairloop Run Governing Documents Declaration and the Florida State Statute **720.3035 Sec 4 & 5**. Based upon those discussions we believe that the members have the right to repair, reconstruct and replace their roof due to hurricane damage independent of the wants of their roof mate. The Governing documents do not define a member's roof as "common roofs" or say the owner owns only a 50% share of the roof. The Lee County appraisal website clearly identifies the owner's roof footprint. The roofing/structure footprint, as indicated by the Lee County appraisal website, clearly indicates how the roof portion is deeded to the owner of record. The HOA members property is defined in the Governing Documents **Sec 1.15** as a "lot" "and the living unit constructed thereon.". The members hold a fee simple title to their properties.

We believe the Association or ARC committee cannot infringe on a member's right to make repairs, reconstruct or replace by making an ARC approval "Contingent" on the repair, reconstruction, or replacement of their roof mates' roof and that the language is clearly the opposite of the State statute. Our Association has current situations where one member's roof needs repair, reconstruction or replacement and their roof mates do not need repair or replacement which has placed our Association in a very precarious state.

It the belief of this Committee that the **Association is responsible** to enforce the Governing Documents for members that do not repair, reconstruct and replace their roof due to hurricane damage. The email sent to members on 6/22/2020 stating "**neither the Fairloop Run Association nor Tropical Isles has authority over this matter**" is not in compliance with the Governing Documents. Members do not enforce Governing Documents against members.

The roofing committee is asking for the Association to rescind the replacement guidelines sent to members by email dated 6/22/2020 that state:

1. The entire roof must be replaced; therefore, roof mates must work out the details together.
 2. You and your roof mate must each submit a Master ARC approval form for roof replacement. Attached is the correct form for this project.
 3. If your roof mate is not in agreement to replace their half of your common roof, it would be up to you to seek your own solution; neither the Fairloop Run Association nor Tropical Isles has authority over this matter.
-
- A) The roofing committee wants to know who wrote the new guidelines and was there a board vote on them before they were sent in the email on 6/22/2020.
 - B) The roofing committee would also like to know the last time the Board requested members to provide proof of homeowners insurance
 - C) The committee would like to request Tropical Isle research if there is an Insurance policy that can be held by the Board to cover the situations that arise when an impasse occurs between roofmates in Insurance claims.

The Fairloop Run Governing Documents "Declaration" SEC 7.2 B states that the owner has responsibility to repair, reconstruct or replace all damage resulting from a hurricane. **Sec 8** States the owner shall cause repair or replacement to commence within 6 months. The roofing committee views these sections of the Governing Documents as each members **rights and privileges**

Florida State Statute 720.3035 Sec 4, States each parcel owner shall be entitled to the rights and privileges set forth in the declaration of covenants or other published guidelines and standards authorized by the declaration of covenants concerning the architectural use of the parcel, and the construction of permitted structures and improvements on the parcel and such rights and privileges **shall not be unreasonably infringed upon or impaired by the association or any architectural, construction improvement, or other such similar committee of the association.**

For **Reference** a larger section of the State Statute:

720.3035 Architectural control covenants; parcel owner improvements; rights and privileges.—

(4) Each parcel owner shall be entitled to the rights and privileges set forth in the declaration of covenants or other published guidelines and standards authorized by the declaration of covenants concerning the architectural use of the parcel, and the construction of permitted structures and improvements on the parcel and such rights and privileges **shall not be unreasonably infringed upon or impaired by the association or any architectural, construction improvement, or other such similar committee of the association.** If the association or any architectural, construction improvement, or other such similar committee of the association should unreasonably, knowingly, and willfully infringe upon or impair the rights and privileges set forth in the declaration of covenants or other published guidelines and standards authorized by the declaration of covenants, the adversely affected parcel owner shall be entitled to recover damages caused by such infringement or impairment, including any costs and reasonable attorney's fees incurred in preserving or restoring the rights and privileges of the parcel owner set forth in the declaration of covenants or other published guidelines and standards authorized by the declaration of covenants.

(5) **Neither the association nor any architectural, construction improvement, or other such similar committee of the association shall enforce any policy or restriction that is inconsistent with the rights and privileges of a parcel owner set forth in the declaration of covenants** or other published guidelines and standards authorized by the declaration of covenants, whether uniformly applied or not. Neither the association nor any architectural, construction improvement, or other such similar committee of the association may rely upon a policy or restriction that is inconsistent with the declaration of covenants or other published guidelines and standards authorized by the declaration of covenants, whether uniformly applied or not, in defense of any action taken in the name of or on behalf of the association against a parcel owner.

----- Original Message -----

From: Marty <marty.kovacs@comcast.net>

To:

Date: 03/22/2021 3:28 PM

Subject: Fwd: Documents for Review

Afternoon neighbors,

Attached are three documents that the roof committee has been working on.

We wanted to send to all HOA members for comments, suggestions or concerns.

Please email us your thoughts, thanks

Marty

Roofing Committee Report

The Roof Committee is requesting a review of the REPLACEMENT COST TO BE UPDATED IN 2021- The 2021 board approved budget for roof reserves indicates the roof replacement cost at \$1,279,280.00.

The committee recommends that this replacement cost be UPDATED IN 2021.

Note: The current roof replacement cost reflected in the 2021 budget is \$38,766.06 for each of the 33 buildings AND it has also been reported to the members verbally and in written communication that the line item for the roofs is fully funded. We would like to know what the Boards definition of "fully funded" is and the methodology used to make this determination.

We believe this language is misleading to those who wish to sell their property and to those intending to buy into our community thus leaving us liable for potential litigation

1.The roofing committee is recommending getting 3 written quotes in 2021 from roofing companies. The committee is requesting that Tropical Isles management supply the roofing committee with three companies names that do work of this scale. The roofing committee will contact the companies to request written quotes.

The purpose of this estimate is solely for replacement costs and not a determination of the current condition or estimated years remaining.

2.It will be disclosed to roofing companies that the estimates are to be competitive bids and that NO insurance funds will be used to pay roof replacement.

3.Roofing companies giving bids will NOT be allowed to walk on the roofs.

4.Should replacement costs be updated in 2022 --On march 2 of 2021 the members Voted to partially fund Roof Reserves at \$61,217.00 for 2022: 46 members voted to partially fund the reserves at 50%.

2 voted to fully fund the reserves. Partially funding of roof reserves for 2022 was approved. Problems: Members voted on a known amount of \$61,217 for funding. Members can't vote for 50% of an unknown number so the \$61,217.00 should stand as the voted funding amount for roof reserves in 2022.

We believe that there needs to be further explanation and clarification on how these figures were derived.

The Roof Committee has discussed the modification of the governing document with regard to the assessment funding of the roof fund and the proposed new language to protect the members that pursue insurance claims and to maximize the distribution of funds for future roof replacements.

During our group discussions, we have several questions that we thought were very pertinent to understanding the issues surrounding this proposed change and those questions and answers are listed below.

Please remember, this language is written in layman's terms and the Association would need to have this proposal reviewed and rewritten by an attorney if the members agree with the proposed changes

Suggested changes to the existing wording for **4.2 Share of Assessments** (current wording is in black, additions are in black bold)

Each Lot and its Owner(s) are liable for a share of all annual and special assessments levied by the Association, which share shall be a fraction of the whole. The numerator of which is the number "one" (1) and the denominator of which is the actual number of Lots in the neighborhood. ~~Until the development of the neighborhood is completed, and all Villas have been sold to purchasers other than a developer, the dominator shall be initially presumed to the number "twelve" (12). Notwithstanding the forgoing, the developer anticipates adding additional Villa units, expressly reserves the unilateral right to add additional Villa units to this Declaration and, when and if added, the dominator shall be conclusively presumed to the total number of 66 Villa units(33 buildings) subject to this Declaration.~~

Villa owners who replace their roofs due to wind/hurricane damage and cover the cost of such replacement shall be exempt from any roof assessment associated with roof replacement if it happens within a 5 year period of the start of any Fairloop Roof replacement program resulting from roofs reaching end of life. During this guarantee period, the owner shall be obligated to continue to pay all Association expenses including contributing to the current Roof Reserve Fund. After this guarantee period, the Villa Owner shall have the same responsibility to pay any future assessments on their Villas. An ARC Approval Form must be submitted by the Villa Owner and receive approval from both the Master HOA and Fairloop Association Board prior to such work being initiated.

The cost for the roof replacement program resulting from roofs reaching end of life will be covered by the Roof Reserve Fund. Any shortfall will be covered by those owners in the replacement program according to the formula above in the form of an assessment levied by the board.

Frequently Asked Questions,

1 Why do we need any change to the current language.

This change will encourage owners to continue pursuing an insurance claim that is still open and ultimately save the association thousands of dollars in roofs they will not have to replace if they are successful in getting their claim approved.

HOA will not need to spend any reserves on these homes when re-roofing and can distribute the savings amongst remaining roofs (is that legal?). Not sure what the current reserves are or what they will be 5 plus years out. Either way. $\text{Saving} = \text{Reserves} / 66 * (\text{number of insurance roofs completed})$

2 . People who got paid by insurance will not have to pay an assessment .

If they replaced their roof . Avoid future lawsuits against the Association from homeowners who took the advice from Tropical Isles email direction sent out April 27th, 2020. This is reality in the other two Villa Associations in Westminster.

Avoid having to replace roofs that could potentially only be 1 to 5 year old if homeowners are forced to pay an assessment

3. We have to modify dots. Hopefully we don't introduce unintended consequences.

We believe Tropical Isles and the lawyers can enlighten us here. The cost is minimal to amend. (\$ 1,000 to 1,500

4. If the waiver is not conditional, the HOA ends up paying the waived assessments if Association decides to reroof all villas with a different tile (metal).

This should be addressed if the Association agrees to multiple palettes for roofs. Why would the association choose to replace a roof that is less than 5 years old?

5. We may encourage lawsuits against the insurance carriers which translates to higher rates (maybe).

If enough homeowners reroof now we'll compromise our group discounts.

Maybe, but for every roof that is replaced thru insurance the costs per villa are reduced more than having a homeowner pay an assessment. We will know more when we get the 3 quotes from the roofers.

6. Will Document changes require approval from the mortgage co of homeowners who have one ? How are repairs handled if roofers are not approved by the HOA?

The Roofer must approved thru the ARC request process, so this is not an issue we are aware of.

7. Homeowners who wish to perform their own maintenance (lawn. paint) would have a valid, possibly legal argument If homeowners can change their roof independent of HOA and not be assessed, they can cut their lawn, paint and not pay quarterly fees.

This is not an issue since the documents specifically state 'Roofs' . Other maintenance items like lawn maintenance or painting are not items that ore assessed. They are expense items.

8. This complicates future re-roofing, since roofs will be done in batches.

This can be solved by having a palette of colors and tiles if homeowners choose to spend additional funding over the assessment when their roof is replaced. There can be a palette for tiles that have no additional costs associated with them and a palette for metal tiles that will have additional costs. There will be more

hurricanes in future, so there will be more individual replacements whether we do one mass replacement or not.

9.I oppose any change in the Governing Documents that would prevent members from paying their share of a roof replacement

I believe we covered this at the meeting and thru listing the pros and cons for everyone to comment on.

10. In regards to members that have placed insurance claims and received money to make repairs or replacement. The needed repairs/replacement should be done within 6 months as stated in the governing documents. To be awarded an insurance money and not do the repairs/replacement could affect the habitability of your villa and also your roof mates' villa.

This should be solved if we are successful in changing the documents

11. I don't believe the Fairloop Homeowners Association should be restricted in the future to their choice of type, design, shape, material, and color because several owners have had to do repairs/replacements at an earlier date. The Fairloop Homeowners Association should have the ability to replace ALL roofs without regard too or be limited because members have elected to place insurance claims due to NEEDED work.

This should be addressed if the Association agrees to multiple palettes for roofs. We also don't understand why the Association would choose to replace a roof that is under 5 years old. We also don't think they would choose to continue to repair the roof at their cost when an insurance company has agreed to replace the entire roof. The other two Villa Associations in Westminster have already replaced some roofs and are continuing to do so over the next several years.

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parcel owner set forth in the declaration of covenants or other published guidelines and standards authorized by the declaration of covenants.

(5) **Neither the association nor any architectural, construction improvement, or other such similar committee of the association shall enforce any policy or restriction that is inconsistent with the rights and privileges of a parcel owner set forth in the declaration of covenants** or other published guidelines and standards authorized by the declaration of covenants, whether uniformly applied or not. Neither the association nor any architectural, construction improvement, or other such similar committee of the association may rely upon a policy or restriction that is inconsistent with the declaration of covenants or other published guidelines and standards authorized by the declaration of covenants, whether uniformly applied

or not, in defense of any action taken in the name of or on behalf of the association against a parcel owner.

Alan,

I would like this email, that was sent to the Board on April 5th 2021, sent to all Fairloop Run homeowners. Will you be the avenue that will send it or do I need to request Tropical Isle to do this? Please advise, thanks

Marty

----- Forwarded message -----

From: **MARTIN KOVACS** <marty.kovacs@comcast.net>

Date: Mon, Apr 5, 2021 at 12:57 PM

Subject: Meeting 4-7-21

Attached are documents that the current roof committee members would like to address/discuss with the Board.

Please review and should you have any questions that need clarification prior to the meeting, email me back.

There are two other very pertinent issues that need to be discussed and resolved due to the direct impact on this committee and future committee's

- 1) Current Roof Committee Members
- 2) In the Loop editor

DATE: April 1, 2021

TO : Villas of Fairloop Run Board of Directors

FROM: Roof Committee

Chairperson – Marty Kovacs

Committee Members – Henri Sutton, David Botelho, Sandra Barreca, Lea Jensen, Theresa Chancellor and Yep Dervahanian

SUBJECT : Items for discussion at the Wednesday, April 7, 2021 ; 6pm board meeting

All homeowners have received the complete roof committee report. This is a summary of open items the committee is asking the board for assistance.

- Ask Tropical Isles to provide three roofing companies they work with. The roof committee will contact these roofers and get estimates for a more accurate roof reserve estimate.
- Ask Tropical Isles how they come up with formula to show reserves fully funded on 2021 budget
- Has the Board ever required and received certificates of insurance from all homeowners? The committee feels this would be beneficial to have on record. Our documents section 8.3
- Ask Tropical Isles to contact our insurance carrier or others if they can not provide:

Scenario #1 – HOA policy to resolve homeowner disputes amongst roof mates

Scenario #2 – HOA to hold hurricane damage policy to cover all roofs

- Memo to members on 6/22/2020 with regard to HOA Board and Tropical Isles role in enforcing governing documents (copy provided)
- Committee making recommendation to have a pallet of color choices for roof replacement from the same family so there are more options and not locked into one like we are now and in 10 years if doesn't exist
- Topics to address with Attorney for further direction:

4.2 Share of Assessments and related section of Fairloop Documents that refer to special assessments. If homeowners replace through insurance and then 5 years later, the association is replacing roofs, they would have no benefit to a special assessment if they are not getting a new roof.

Review our documents and Florida Statute 720.3035 Section 4+5 relating to replacing half a roof. Our documents state, section 6.5 easements section B Encroachments that leads the committee to believe replacing half a roof is feasible according to our documents and Florida Statute.

We look forward to discussing these items in detail at the upcoming Board Meeting. Since all homeowners had an opportunity to contact the committee directly with their comments and any additional concerns, the committee does not foresee homeowner comments at the meeting.

Initial Attempt to Change the Documents

To: Mark Rudland. Tropical Isle

CC: Alan Walsh, Jane Ertle and Linda Lofink

Subj: Document Amendments

From: Fairloop Run Homeowners

In accordance with Section 16.2 of the VFR Declaration of Covenants, Conditions and Restrictions, we hereby are invoking our right to file a petition with the Property Manager and the HOA'S Board with regard to amending current language in our documents.

I have attached the signed petitions of the homeowners that are supporting this. We have exceeded the number that is necessary as outlined in the above referenced Section and Declaration, to file this petition.

This is a critical time for the future of our Association and hopefully, we can, as a group come to a reasonable decision and move forward.

Should you have any questions, please reach out to me

Marty Kovacs

4688 Fairloop Run

814-341-5225

We the undersigned members of Fairloop Run Villa Association hereby petition the Board to amend the current language of section 7.2 Maintenance of Lots and Villa to read as follows;

Current Language

The Association shall clean ~~and provide ordinary maintenance, repair and replacement of the roofs, structural components and the~~ exterior walls and other surfaces of the Villas and apparent structures such as privacy walls and garages, the need for which is caused by normal wear and tear and weathering keeping the appearance of the same in a condition comparable to the condition of such improvements at the time of their initial construction, except for normal weathering, wear and tear. The cost shall be a common expense. Painting the exterior doors, door and window frames and exterior caulking are the Associations responsibility. Otherwise, the maintenance, repair and replacement of the Villas is the responsibility of the owners thereof. The owner of each villa shall maintain, repair and replace, at his expense, all portions of his Villa except-those portions specifically required to be maintained, repaired and replaced by the Association. Specifically, it is the owner's responsibility to repair, reconstruct or replace all damage resulting from windstorm, fire, flood, hail, hurricanes, sinkholes and other natural disasters, acts of God and casualties that are or could be covered by property insurance carried by the owner under Section 8.1 below,

The proposed language change is as follows;

The Association shall clean AND provide ordinary maintenance OF exterior walls and other surfaces of the Villas and apparent structures such as privacy walls and garages, the need for which is caused by normal wear and tear and weathering keeping the appearance of the same in a condition comparable to the condition of such improvements at the time of their initial construction, except for normal weathering, wear and tear. The cost shall be a common expense. Painting the exterior doors, door and window frames and exterior caulking are the Associations responsibility. Otherwise, the maintenance, repair and replacement of the Villas is the responsibility of the owners thereof. The owner of each villa shall maintain, repair and replace, at his expense, all portions of his Villa except-those portions specifically required to be maintained, repaired and replaced by the Association. Specifically, it is the owner's responsibility to repair, reconstruct or replace all damage resulting from windstorm, fire, flood, hail, hurricanes, sinkholes and other natural disasters, acts of God and casualties that are or could be covered by property insurance carried by the owner under Section 8.1 below,

Language to be removed

~~and provide ordinary maintenance, repair and replacement of the roofs, structural components~~

Language added

and

Of

Morning Jane,

Attached is a revision that hopefully incorporates the language the Attorney is looking for and that it was done in the proper format. Please advise.

Thanks,

Marty

On 02/24/2023 2:32 PM Jane Ertl <janeertl@gmail.com> wrote:

Marty,

Please read below for feedback from our attorney. He's not in the office today but did provide the following. Hope this makes sense.

If the proposed amendment is seeking to remove roof repair and replacement from the association's duties, where does it now place this same responsibility on the unit owner? In other words, that proposed aspect of the amendment must be provided as well .

JANE ERTL ROOT

563-590-3032

We the undersigned members of Fairloop Run Villa Association hereby petition the Board to amend the current language of section 7.2 Maintenance of Lots and Villa to read as follows;

Proposed Language Deletions and Additions Amended

The Association shall ~~clean~~ be responsible to clean all roofs at the same time to ensure and maintain continuity within the community and also as an economic savings to the members and ~~provide~~ ordinary maintenance, repair and replacement of the roofs, structural components and the also maintain exterior walls and other surfaces of the Villas and apparent structures such as privacy walls and garages, the need for which is caused by normal wear and tear and weathering keeping the appearance of the same in a condition comparable to the condition of such improvements at the time of their initial construction, except for normal weathering, wear and tear. The cost shall be a common expense. The Association will be responsible for the tile selection that will be used for roof replacement. Tile that are in need of replacement, must be the original tile that is currently on the roof. ARC approval will be needed for roof replacement. Homeowners will be responsible for the repairs and replacement of their roof. Painting the exterior doors, door and window frames and exterior caulking are the Associations responsibility. Otherwise, the maintenance, repair and replacement of the Villas is the responsibility of the owners thereof. The owner of each villa shall maintain, repair and replace, at his expense, all portions of his Villa except-those portions specifically required to be maintained, repaired and replaced by the Association. Specifically, it is the owner's responsibility to repair, reconstruct or replace all damage resulting from windstorm, fire, flood, hail, hurricanes, sinkholes and other natural disasters, acts of God and casualties that are or could be covered by property insurance carried by the owner under Section 8.1 below,