

◆ General Structural & Legal Updates

- **Complete Restatement:** The new document explicitly states it is a “*substantial amendment of entire declaration*”, replacing all previous versions in full.
 - **Statutory Reference Updated:** Now explicitly subject to **Chapter 720, Florida Statutes (2025)**, indicating modernization to current HOA law standards.
 - **Terminology Modernized:** Broader and clearer definitions were added (e.g., “Invitee,” “Individual Assessments,” “Resale Capital Assessment,” “Primary Occupant,” “Material Alteration or Addition,” etc.).
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◆ Definitions & Governance

- Expanded and reorganized **definitions section** (Article 1):
 - **New terms introduced:** “Charge,” “Individual Assessments,” “Invitee,” “Primary Occupant,” “Committee,” “Rules and Regulations,” etc.
 - Clarified “Association,” “Master Association,” “Common Expenses,” and “Owner.”
 - Explicit cross-references to the **Master Declaration** and **Master Association (Tarpon Cove)** were added.
 - **Bylaws and Articles** are now formally attached as Exhibits “B” and “C,” and referenced throughout.
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◆ Association Powers & Duties

- **Explicit fiduciary duty clause** for Board members added.
 - **Expanded record-keeping obligations** (Section 2.9) consistent with Chapter 720 requirements.
 - Added authority for **contracted management** and **property acquisition/disposition**.
 - **Member Roster and Notification Rules** added (Section 2.13).
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◆ Assessments & Liens (Article 3)

- **Major overhaul:**
 - Introduction of **Resale Capital Assessment** payable upon transfer.
 - Expanded details on **Regular, Special, and Individual Assessments**.
 - Clearer lien enforcement procedures, including **acceleration of assessments** and **priority clarification** for mortgagees.
 - Added right to **suspend voting and use privileges** for delinquent Owners.
 - Explicit **estoppel letter (certificate)** and fee provisions aligned with Florida law.
 - **Detailed remedies for delinquency:** Including **lease termination**, **rent garnishment**, and **foreclosure rights**.
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◆ Maintenance & Property Responsibilities (Article 5)

- Clarified division of maintenance between **Association, Master Association, and Owners**:
 - Association: responsible for **painting exteriors, walls, garages, caulking, mailboxes, and roof cleaning**.
 - Owners: responsible for **roof repair/replacement, windows, doors, and unit interiors**.
 - Master Association: responsible for **landscaping and irrigation**.
 - Introduced enforcement and penalty mechanisms for **failure to maintain**.
 - Clarified **pest control** and **negligence liability**.
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◆ Party Walls & Roofs (New Article 6)

- **Completely new section** defining and regulating “Party Walls” and “Party Roofs.”
 - Establishes **cross-easements, cost-sharing for repairs, and dispute resolution (arbitration)**.
 - **Uniform appearance clause** added — replacement or repair must maintain aesthetic consistency.
 - Association empowered to step in and assess costs as **Individual Assessments**.
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◆ Use Restrictions (Article 7)

Substantially expanded and modernized:

- **Occupancy restrictions** clarified (e.g., family definitions, guest stays).
 - **Driveway, landscaping, and pet regulations** more detailed and restrictive:
 - Added **driveway cleaning schedule (15 months)** and approval requirements.
 - **Pets limited to 2**, renters prohibited from keeping pets.
 - **New prohibitions:**
 - Against “Harassing Behavior,” “Obstruction,” “Impact Businesses,” “Artificial Grass,” “Above-ground pools,” “Playground equipment,” and “Window A/C units.”
 - **Solar panel and antenna rules** updated per Florida law.
 - **Noise, odor, and nuisance standards** strengthened.
 - **Commercial activity** limited to “no-impact home businesses.”
 - Added **ARBs and variance procedures** references for structural changes.
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◆ Easements & Appurtenances (Article 4)

- Added or clarified:
 - Association easements for **maintenance, drainage, and utilities**.
 - **Ingress/egress** rights for all residents and guests.
 - Explicit **drainage and support easements**.
 - **Subordination of easement liens** and **Association authority to grant/modify easements**.
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◆ Compliance, Enforcement & Miscellaneous

- Added **formal enforcement mechanisms**: fines, liens, suspension, and legal action.
 - Added **non-harassment clause** protecting members, residents, and vendors.
 - Added **explicit arbitration procedure** for certain structural disputes.
 - Strengthened **insurance and casualty repair** obligations (cross-referenced with maintenance articles).
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◆ **Summary of Key New Additions**

Category	New / Changed Element
Legal Compliance	Chapter 720, Florida Statutes (2025) alignment
Governance	Detailed Board/Owner duties; fiduciary language
Assessments	Added Resale Capital Assessment; lien priority; estoppel rules
Maintenance	Association now cleans roofs & paints exteriors
Architecture	Party Wall & Party Roof section added
Use Restrictions	Added 15+ new rules including pet, solar, nuisance, and harassment clauses
Remedies	Broadened enforcement & penalties for violations

 CAYMAN NEIGHBORHOOD – ROOF POLICY COMPARISON

◆ **Executive Summary (Page 1)**

Topic	Old Policy (2nd Amended)	New Policy (3rd Amended)	Change Impact
Roof Cleaning	Not mentioned.	Association cleans all roofs on a regular schedule as a <i>Common Expense</i> .	Association assumes cleaning cost; consistent roof appearance.
Roof Repair & Replacement	Entirely Owner responsibility.	Owners remain responsible for repairs and replacements; Association cleans only.	Clarifies cost split; prevents disputes.
Shared (“Party”) Roofs	Not defined.	New <i>Article 6</i> introduces “Party Roof” shared by two homes; shared cost for full replacement; cross-easements added.	Major addition; governs duplex/shared roofs.
Uniform Appearance	No color/material rule.	Must maintain consistent color/material across shared roof plane; variance only by Board + ARB approval.	Strengthened aesthetic control.

Topic	Old Policy (2nd Amended)	New Policy (3rd Amended)	Change Impact
Solar Panels	Silent.	Solar collectors allowed on Party Roofs under FL Stat. §163.04 – subject to ARB approval; Owner liable for any damage.	Modernization; aligns with law.
Negligence Liability	General negligence clause.	If Owner’s negligence exposes Party Roof to weather, that Owner pays all repairs.	Accountability added.
Enforcement & Step-In	Minimal detail.	Association may enter, repair, and assess costs as <i>Individual Assessment</i> with lien.	Ensures maintenance compliance.
Dispute Resolution	None.	Mandatory arbitration for Party Roof disputes.	Faster, less costly resolution.
Variance Process	Not addressed.	Written variance process if materials/colors unavailable.	Provides flexibility with control.

◆ Side-by-Side Text Comparison (Pages 2 – 6)

( = Added text  = Modified/clarified

Section 5.3 – Living Unit Roofs

Old Text

The maintenance, repair, and replacement of roofs shall be the sole responsibility of each Owner. The Association shall have no obligation with respect to the roofs of any dwelling.

New Text

 The Association shall clean roofs on a regular basis, and the cost shall be a Common Expense. The Owners shall be responsible for providing all other ordinary maintenance, repair, and replacement of the roof, including but not limited to replacing cracked tiles and repairing leaks. Each Owner shall keep his roof in good condition and repair at all times.

 It is the Owner’s responsibility to repair, reconstruct, or replace all damage caused to the roof, including replacing the entire roof if needed as further provided in Article 6.

Comment: Association now cleans; Owners still maintain and replace.

Section 5.7 – Enforcement of Maintenance (Excerpt)

Old Text

If an Owner fails to maintain his Lot or improvements, the Association may take corrective action and assess the cost.

New Text

- If the Owner of a Lot fails to maintain the Lot or Living Unit, including roof maintenance as required herein, the Association may enter the Lot and perform the work after notice. Costs shall be levied as an
- Individual Assessment secured by lien pursuant to Article 3.

Comment: Explicitly ties roof neglect to lien-secured assessment.

Article 6 – Party Walls and Roofs (Entirely New)

- **6.1 Definitions** adds “Party Roof” = entire roof covering shared by two Living Units.
- **6.2 Cost of Repairs** – Each Owner pays for repairs benefiting their unit. Full replacement shared equally.
- **6.3 Casualty Damage** – If Party Roof is damaged, both Owners share repair costs proportionally.
- **6.4 Easement for Repairs** – Right to enter adjoining unit for repairs without trespass.
- **6.5 Negligent/Intentional Damage** – Negligent Owner bears full cost of repair.
- **6.6 Right to Contribution** – If Owner fails to pay, Association may repair and charge cost as Individual Assessment lien.
- **6.7 Weather Proofing** – Negligent Owner must restore weather protection.
- **6.8 Arbitration** – Binding 3-person arbitration for roof disputes.
- **6.9 Structural Cross Easements** – Grants support and access rights for maintenance.
- **6.10 Uniform Appearance of Roof** – All repairs must match existing materials and colors; full replacement must use uniform materials; variances allowed only with Board + ARB approval.

Comment: Completely new regulatory framework ensuring structural integrity and aesthetic consistency for shared roofs.

Section 3.5 – Individual Assessments (Cross-Reference)

New Addition

■ If an Owner fails to maintain or repair a defined area for which they are responsible (such as the roof), the Association may perform the work and charge the cost as an Individual Assessment secured by lien.

Comment: Gives financial enforcement power to compel roof upkeep.

Section 7.14 (B) – Solar Collection Panels

Old Text – No reference.

New Text

■ Solar collection panels are permitted to be installed on a Party Roof as required by Florida law, provided the Master Association ARB approves the specific location within an orientation to the south or within 45° east or west of due south if such determination does not impair the operation of the collectors.

■ The Owner shall be responsible for maintaining roof integrity and for any damage caused by installation.

Comment: Legal modernization for renewable-energy installations.

◆ Practical HOA Implications (Page 7)

1. **Budgeting:** Roof cleaning now a recurring Common Expense—must appear in annual budget.
 2. **Compliance:** Association may inspect roofs and assess non-compliance charges.
 3. **Aesthetic Control:** Uniform color/material rule prevents mismatched half-roofs.
 4. **Insurance Coordination:** Party Roof disputes and shared liability need cross-reference in HOA master policy.
 5. **Enforcement Process:** Lienable Individual Assessments streamline recovery of repair costs.
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