**Whispering Meadows Board Policy No. 506-417**

**Roof Repairs and Replacement**

**Purpose:**

To establish a policy for the repair and replacement of unit roofs due to ordinary wear and tear, and all other causes.

**Explanation:**

The Board has calculated a specific amount of the monthly dues paid by Owners to be set aside in a Reserve Fund for roof replacement. As has been established in Policy 502-1116, House Painting, not all units are the same size, and therefore, a base-size home was established. Similarly, the Board hereby clarifies its calculation of a base-size roof to determine funding of the Reserve Fund. The base-size roof for one-half of a duplex is 30 squares, and for a villa, 35 squares. As is the case in our House Painting policy, the Owner will be responsible for the above-base-size costs as a specific assessment under Article V, Section 4(b) of the Covenants, to be paid to the Association upon completion and approval of the replacement roof installation.

Owners are responsible for carrying all necessary risk and replacement cost insurance on their dwellings, and for determining for themselves the amount of the deductible for their coverage. The amounts of Owners’ deductibles cover a broad range, which impacts the amount of their respective policy premiums. In the case of loss due to any covered event, Owners are responsible for this deductible. The Association will reimburse an Owner up to $500 from the Reserve Fund, to be applied toward the Owner’s deductible in an instance where there is a complete roof replacement as the result of an insured casualty.

It is anticipated that a roof installed prior to 2008 will last 20 years before needing replacement (a “20-year roof”), and a roof installed in or after 2008, when a better quality of shingle began to be required for re-roofing, will last 30 years before needing replacement (a “30-year roof”). It is on these expectations that the calculation of the per-month portion of the dues for deposit into the Reserve Fund has been based. The Association is responsible for the replacement of a roof only if it meets the ordinary-wear-and-tear criteria in accordance with Board policies and the Covenants. The cost of any replacement in less than the anticipated timeframe will be shared as follows:

(a) As to a 20-year roof, the cost of any replacement for ordinary wear and tear in less than 20 years would be prorated between the Owner and the Association, calculated at a rate of 5% per year of age, with the Owner’s share levied as a specific assessment to be paid to the Association upon completion and approval of the replacement roof installation.

(b) As to a 30-year roof, the cost of any replacement for ordinary wear and tear in less than 30 years would be prorated between the Owner and the Association, calculated at a rate of 3.33% per year of age, with the Owner’s share levied as a specific assessment to be paid to the Association upon completion and approval of the replacement roof installation.

In the instance of a casualty that requires the replacement of a unit roof where the unit Owner’s insurance carrier has denied the claim for such replacement, upon recommendation of the Maintenance Committee (or the Maintenance Chair, if there is no committee), the Board, in its sole discretion, may approve payment from the Reserve Fund for a prorated portion of the expense (calculated per paragraph (a) or (b) above) for that roof replacement, on a case-by-case basis. The Owner will be responsible for the above-base-size costs. No $500 payment as described above, in full or prorated, will be approved.

**Procedure:**

Emergency repairs shall be completed by the Owner or Owner’s insurance company, such as covering exposed areas, in the least amount of time possible. In emergency situations, the Owner shall directly notify any member of the Maintenance Committee listed in the back pages of the Association directory, to advise of the damage, rather than to submit a Request Form. In all instances where a roof repair or replacement is required, a Request Form shall be submitted to the Maintenance Committee for approval.

The Association will contract for all roof replacements under the ordinary-wear-and-tear policy, and will be solely responsible for the determination of the need for same.

For damage claims, the Owner should contact their insurance company, and follow its procedures. Experience indicates that an insurance company will either send out an adjuster, or ask the Owner to contact one of the company’s preferred roofing contractors first; and, if there is any damage, the Owner would then file a claim.

Both sides of a duplex roof shall be repaired or replaced at the same time, and the Owners of the duplex shall coordinate with one another and their insurance companies for replacement, using the same contractor. If the Owners are unable to reach an agreement, the Board will provide arbitration.

Upon completion of the repair or replacement, the roof shall be inspected by the Association’s Maintenance Manager before the Owner signs off with, and pays the insurance company.

**Association Specifications:**

* A reputable contractor, approved in advance by the Maintenance Committee, shall be used.
* The existing roof must be removed prior to installation of a replacement roof.
* The color and weight shall be the same as original, or as close as possible.
* The type and design shall be GAF-ELK Timberline Prestique 30 High Definition Weathered Wood, with 30 Year Ltd. Manufacturers Warranty, with comparable weight and color ridge shingles. A 30-pound underlay is to be used.
* The warranty must be for 30 years, to withstand 70 MPH wind strength, and meet ASTM-D 3462 codes.
* A modification to the installation of the new roofing materials around the entryway must be accomplished to cure any existing or potential problem with roof leaks caused by an original design flaw. If information concerning the modification is needed, the Maintenance Committee Chair or Maintenance Manager should be contacted.
* Covenants Article VI, Section 6, requires that the insurance proceeds, paid to the Owner, be used to restore the unit to substantially the same condition in which it existed prior to being damaged.
* A Request Form shall be submitted to the Maintenance Committee for approval and recordkeeping purposes, prior to the commencement of any repair or replacement.
* The Owner shall notify the Maintenance Committee upon completion of the project so that an inspection can be made, as set out above.
* Where roof replacement is paid for through an allowed claim under the Owner’s insurance policy, the Association will reimburse the Owner up to $500.

Approved by the Board of Directors on May 19, 2008

Revised and Approved by the Board of Directors October 18, 2010

Revised and Approved by the Board of Directors June 17, 2013

Revised and Approved by the Board of Directors November 16, 2015

Revised and Approved by the Board of Directors May 16, 2016

Revised and Approved by the Board of Directors April 17, 2017

Specific Assessments Ratified by Members on May 3, 2017