Panther Ridge HOA Private-Road Transfer to Brevard County

Research Findings, Risks, Estimated Costs, and Recommended Community Action Plan

Prepared for the Panther Ridge HOA Community

Brevard County, Florida

Research current through August 26, 2026

Important notice. *This is a community planning and research report, not a legal opinion, engineering certification, title report, reserve study, or binding statement of Brevard County policy. Any transfer should be structured by qualified Florida HOA/real-estate counsel and a licensed civil engineer, and should proceed only after written County confirmation of the acceptance terms.*

Executive Summary

Recommended course: Authorize a limited, capped feasibility phase. Do not seek final member approval, reduce road reserves, or fund major construction until Brevard County provides a written conditional acceptance framework identifying exactly which assets it would accept, the standards to be met, the required corrective work, the fees, and the assets that would remain with the HOA.

The research supports pursuing the concept, but not assuming the result. Florida law allows a public dedication, yet a dedication alone does not compel Brevard County to construct or maintain the roads. County maintenance responsibility must be voluntarily and expressly assumed. [2]

Brevard County has previously converted established HOA roads from private to public rights-of-way and assumed maintenance responsibility. Documented examples include Augusta Village at Suntree, The Villas at Suntree, Spanish Cove at Suntree, and Quail Ridge at Suntree. [3]-[7] These precedents establish that the mechanism has existed in Brevard; they do not establish that the County currently has an open, automatic, or standardized takeover program.

Key findings

- Panther Ridge currently bears the governing-document obligation to maintain, repair, and replace its private streets, drives, roads, and roadways located on the Common Area. [1]
- The Declaration permits the Association to transfer Common Area to a public agency, but requires approval from members entitled to cast two-thirds of the Association's total voting interests. [1]
- A conforming declaration amendment may also be appropriate. After turnover, the Declaration states that amendments require consent from owners of two-thirds of all Lots plus approval or ratification by a majority of the Board. Counsel should determine whether a separate amendment is legally necessary and how the votes should be combined. [1]
- Stormwater is the principal residual-liability issue. Panther Ridge's drainage and stormwater system is private and assigned to the HOA under the District permit. The Augusta Village precedent shows that Brevard has accepted roads while requiring the HOA to retain stormwater responsibility in perpetuity. [1], [3]
- No current published flat “road takeover fee” was identified. The major cost is likely to be professional due diligence and any work required to bring the road corridor into an acceptable condition, not a single application fee. Current County subdivision and inspection fee categories may apply depending on the process selected by County staff. [12]

Decision standard

The transfer should proceed only if the present value of future costs avoided for the assets accepted by the County exceeds the one-time legal, engineering, title, permitting, and construction costs of the transfer, after also accounting for the assets and liabilities the HOA will retain. The reserve study should be revised only after the final asset-responsibility matrix is known and the transfer has legally closed.

1. Purpose, Scope, and Limitations

This report evaluates whether Panther Ridge should explore conveying its private roads or road rights-of-way to Brevard County so that the County, rather than the HOA, would bear future maintenance responsibility for accepted roadway assets. It addresses the legal framework, Panther Ridge governing documents, Brevard precedents, benefits and disadvantages, likely cost categories, financing alternatives, and a recommended execution plan.

The report does not determine present pavement condition, title status, road geometry, drainage compliance, exact lane mileage, ownership across all phases, or the current number of voting interests. It also does not incorporate the detailed road and drainage schedules from the Association's reserve study because those materials were not available in the reviewed file set. Those facts are required before the Board can make a final financial recommendation.

All dollar ranges labeled “planning allowance” or “screening estimate” are order-of-magnitude estimates for decision screening. They are not County quotes, bids, appraisals, or engineering estimates.

2. What “Turning the Roads Over to the County” Must Mean

The community should distinguish among three different arrangements. Only the third reliably shifts future maintenance responsibility.

Arrangement	What It Accomplishes	Effect on HOA Road Burden
Traffic-enforcement arrangement	Allows public traffic-law enforcement on roads that remain private, if separately authorized.	Does not transfer ownership or long-term maintenance.
Public dedication without express maintenance acceptance	Creates public-use rights or a public right-of-way interest.	Does not, by itself, obligate the County to maintain the road. Florida law makes County maintenance voluntary. [2]
Express conveyance and County acceptance of maintenance	County accepts specifically identified road property or right-of-way and expressly assumes defined maintenance duties.	Can remove accepted assets from the HOA's long-term road reserve, subject to the agreement.

The objective for Panther Ridge should therefore be an express, recorded agreement and conveyance stating that Brevard County accepts ownership or public right-of-way status and continuing maintenance responsibility for specifically listed roadway assets. Generic language about “dedication,” “public use,” or “County jurisdiction” is not sufficient.

3. Panther Ridge Governing-Document Analysis

3.1 Present road-maintenance duty

Section 9.1.3 of the Declaration assigns the Association responsibility for the maintenance, repair, and replacement of all private streets, drives, roads, and roadways located on the Common Area. [1] This is the source of the long-term reserve burden the community is attempting to address.

3.2 Authority and member approval to transfer Common Area

Section 4.1.6 authorizes the Association to dedicate, release, alienate, or transfer all or part of the Common Area to a public agency, authority, or utility, subject to conditions agreed to by the Association. The transfer is not effective unless members entitled to cast two-thirds of the total voting interests agree. [1]

This is a whole-membership threshold, not merely two-thirds of a meeting quorum. The required affirmative count should be calculated as the next whole number above two-thirds of the verified current total voting interests. As illustrations only, 109 voting interests would require 73 affirmative votes, while 224 would require 150. The Association must verify the current Lot and voting-interest count, all supplemental declarations, and the voting status of any developer- or entity-owned Lots before announcing a number.

3.3 Possible declaration amendment

After turnover, Section 13.8.2 states that a declaration amendment requires consent from owners of two-thirds of all Lots together with approval or ratification by a majority of the Board. [1] A transfer may remove the road tract from Common Area ownership, but counsel should determine whether the continuing maintenance language should also be amended for clarity, mortgage-lender concerns, resale disclosures, and consistency with the recorded transfer documents.

3.4 Stormwater and District-permit obligations

The Declaration defines the drainage system as private and states that it is maintained by the Association under the St. Johns River Water Management District permit. It also assigns the HOA responsibility for operation, maintenance, and repair of the surface-water or stormwater-management system, including inlets, control structures, conveyance, storage, and related features. [1]

Section 13.8.7 requires a proposed amendment affecting the stormwater system to be submitted to the District for a determination of whether a permit modification is required. [1] A road transfer therefore cannot be treated as a pavement-only real-estate closing without first mapping the physical and permit relationship among the road crown, curbs, swales, inlets, pipes, culverts, ponds, control structures, and outfalls.

3.5 Road-tract and title confirmation

The legal description in the Declaration includes Tract RD-1 for Panther Ridge Phase One. [1] That is a useful starting point, but it does not replace a current title commitment, survey, and review of every phase. The County will need confidence that the Association can convey the required interest free of unacceptable title exceptions and that mortgagees, utilities, easement holders, and other parties have properly joined or consented where required.

4. Florida and Brevard County Framework

4.1 Dedication does not compel maintenance

Section 177.081, Florida Statutes, provides that streets, rights-of-way, and public areas shown on an approved plat may be dedicated to the public, but expressly states that this does not create a construction or maintenance obligation unless the governing body voluntarily assumes it. [2] The County can therefore decline the transfer, accept only selected assets, or condition acceptance on corrective work and documentation.

4.2 Current County functions relevant to the transfer

Brevard Road and Bridge Maintenance cares for County-maintained roads, performs pothole and washout repair, maintains County jurisdictional ditches and drainage structures, prepares roads for resurfacing, and reviews newly constructed roads before County acceptance. [9]

The Engineering Program performs right-of-way permitting, subdivision review and inspection, and conformance review for roadway and stormwater requirements. [10] Land Acquisition reviews ownership, rights-of-way, easements, and whether roads are public or private. [11] These functions indicate that a transfer will require coordinated legal, title, survey, roadway, and drainage review rather than a single administrative filing.

4.3 Anticipated approval pathway

No current County webpage was found that establishes a guaranteed, standardized program for retroactive HOA-road acceptance. Based on the historical agreements and current department functions, the anticipated pathway is:

1. Concept review by Public Works Engineering, Road and Bridge, Land Acquisition, Surveying, Traffic Operations, and stormwater staff.
2. Written identification of applicable standards, testing, documents, fees, and assets the County would and would not accept.
3. Title, survey, plat/replat, easement, and permit review.
4. Engineering condition assessment and a County-defined corrective-work or punch-list scope.
5. Negotiation of an acceptance agreement and asset-responsibility matrix.
6. Approval by the Board of County Commissioners if required by the selected legal mechanism.

7. Completion and inspection of required work, recording of conveyance documents, and written final acceptance.

County staff should confirm or replace this anticipated sequence in writing before the HOA commits substantial funds.

5. Documented Brevard County Precedents

The following examples involve established homeowners associations and are more relevant than ordinary developer dedication of newly constructed subdivision roads.

Community / Date	County Action	Key Lesson for Panther Ridge
Augusta Village at Suntree October 1, 1996	Accepted Dawson Drive and Griffin Lane for maintenance.	HOA retained the entire stormwater system serving the roads in perpetuity, converted gas lighting to electric at its expense, paid legal and recording fees, and supplied title evidence. [3]
The Villas at Suntree February 11, 1997	Approved transfer of private rights-of-way to public rights-of-way.	Board discussion addressed road condition, conversion requirements, and exclusion of sanitary sewer and stormwater. [4]
Spanish Cove at Suntree July 1, 1997	Assumed maintenance responsibility for Spanish Cove Drive and Palm Brook Drive and converted them to public rights-of-way.	Confirms direct County assumption of maintenance for established HOA roads. [5]
Quail Ridge at Suntree April and October 1998	The item was withdrawn in April for additional negotiation; the County approved the transfer and maintenance assumption in October.	Shows that conditions may require extended negotiation before final Board approval. [6], [7]

Common lessons from the precedents

- Brevard County has the practical ability to convert private HOA road rights-of-way to public rights-of-way and assume maintenance responsibility.
- Acceptance is transaction-specific and negotiated; it is not an entitlement.
- Stormwater, sewer, lighting, and other systems may be excluded even where the road itself is accepted.
- The HOA may bear legal, recording, title, conversion, testing, and corrective-work costs.
- Road condition, title quality, and compliance with applicable standards are central to the County's risk decision.
- The strongest precedents are approximately three decades old. They demonstrate precedent, but current policy must be confirmed.

6. Panther Ridge-Specific Position

A May 2019 County agenda report described the overall proposed Panther Ridge subdivision as 224 units on approximately 56.17 acres, with 109 units in Phase One. It stated that Phase One received preliminary plat and final engineering approval in October 2017, final plat and contract approval in October 2018, and that infrastructure improvements were complete by April 2019. [8]

Resolution 19-083 acknowledged satisfactory completion and released the performance bond. The resolution states that the County had agreed to accept the improvements for “private use.” [8] That development closeout is favorable evidence that the infrastructure was built under County-reviewed plans, but it is not an acceptance of public maintenance responsibility.

Potential strengths

- The road system is relatively recent compared with many legacy private-road communities.
- Original plans, specifications, construction certifications, inspection records, and as-built information may still be available from the developer, County, engineer, utilities, or management records.
- The Phase One legal description separately identifies a road tract, which may simplify survey and title work if ownership and boundaries are clean. [1]
- The community has a concrete financial reason to evaluate the transfer before road deterioration materially increases the cost of acceptance.

Material uncertainties to resolve

- Current ownership and title exceptions for every road tract and phase.
- Actual number of Lots and voting interests subject to the transfer vote.
- Whether all phases are governed by the same Association and documents.
- Roadway length, paved area, pavement condition index, core thickness, base/subgrade condition, curb and sidewalk condition, and ADA compliance.
- Whether drainage assets inside the proposed right-of-way can be separated from the private stormwater permit and maintenance system.
- County acceptance standards, warranties, testing, inspection, and current policy.
- The reserve-study amounts attributable solely to assets the County would accept versus assets the HOA would retain.

7. Potential Advantages

7.1 Long-term capital-risk transfer

For the assets expressly accepted, the County would ordinarily become responsible for ongoing roadway care and repair within its jurisdiction. [9] This can remove the most volatile portion of a private-road reserve: future pavement preservation, resurfacing, base repair, and reconstruction, depending on the agreement.

7.2 Greater budget predictability

An HOA must accumulate enough cash to address a relatively infrequent but expensive road cycle. Transferring accepted assets converts that uncertain future capital obligation into a finite transfer project and leaves the Association with a narrower set of retained assets to reserve for.

7.3 Better allocation across generations of owners

A properly priced one-time transfer can prevent present and future owners from repeatedly funding road cycles through escalating assessments. The economic case is strongest when the roads are still in acceptable condition and the cost to qualify for acceptance is materially less than the present value of future private maintenance.

7.4 Potential liability and insurance benefit

Public ownership and maintenance may reduce some premises, pavement-defect, contractor, and maintenance exposures. It will not eliminate HOA liability for retained stormwater, sidewalks, lighting, landscaping, entry features, or other common areas. The Association should obtain a written insurance comparison after the proposed asset split is known.

7.5 Access to the County maintenance system

Brevard maintains a large County roadway network and has ongoing resurfacing, reconstruction, and pavement-preservation programs. [9] Acceptance places the roads into that system, although it does not guarantee the HOA a preferred resurfacing date or aesthetic standard.

8. Potential Disadvantages and Risks

8.1 Acceptance is discretionary

The Association cannot force the County to accept the roads merely by dedicating them. [2] The County may decline, limit the assets accepted, or require significant corrective work as a condition of assumption.

8.2 Upfront compliance costs may be substantial

Likely review subjects include pavement and base condition, right-of-way width, drainage function, sidewalk and curb condition, accessibility, signs and markings, utility conflicts, easements, encroachments, lighting, irrigation, landscaping, title exceptions, and as-built documentation. These are anticipated review areas based on current County functions and the historical agreements; the County must define the actual scope. [3], [4], [9]-[11]

8.3 Stormwater may remain the HOA's largest residual exposure

The road reserve may appear to disappear while the HOA continues to own and maintain inlets, pipes, swales, culverts, ponds, control structures, outfalls, erosion repairs, and permit obligations. Panther Ridge's documents and the Augusta Village precedent make this a realistic—not theoretical—outcome. [1], [3]

8.4 Loss of unilateral roadway control

Public roads are governed by public right-of-way and traffic rules. The HOA may lose or limit its ability to control closures, gates, private towing, speed-control devices, signs, parking practices, events, landscaping, and work within the right-of-way without County authorization. Counsel should review all current rules that depend on private-road ownership before a member vote.

8.5 County service level and timing may differ from HOA preferences

The County will prioritize a large network using public standards and budgets. A road may remain serviceable longer than the community would prefer aesthetically, and resurfacing timing will not necessarily follow the former HOA reserve schedule.

8.6 Sunk-cost risk

The Association should not resurface or reconstruct the roads based only on informal discussions. The County should first provide a written conditional framework stating that completion of a defined scope, satisfaction of title and permit conditions, and execution of approved documents will result in acceptance. Otherwise the HOA could fund major work and still retain the roads.

9. Estimated Upfront Costs and Fees

9.1 No published flat takeover fee identified

This research did not identify a current Brevard County fee labeled “private HOA road takeover” or “retroactive road acceptance.” County staff must classify the project. Depending on the legal and platting route, one or more existing subdivision, replat, engineering, inspection, right-of-way, and recording fee categories may apply.

9.2 Current published County fee categories that may be relevant

Published Category	Current Published Amount	Caution
Final Plat Review	$3,739 plus $87 per lot	A full final-plat route may not apply; County must classify the transaction. [12]

Published Category	Current Published Amount	Caution
Minor subdivision preliminary plat / final engineering	$4,600 plus $2 per lot, plus $20 sewer or $75 septic	Includes final plat fees under the listed minor-subdivision process. [12]
Minor Subdivision Final Plat Review	$2,385 plus $20 sewer or $75 septic	Only applicable if County places the project in this category. [12]
Minor Subdivision Replat Review	$2,540 plus $2 per lot, plus $20 sewer or $75 septic	A replat may or may not be required. [12]
Final plat package recordation	$150, plus Clerk recording and copy fees	Instrument count, pages, plats, joinders, and title documents affect actual cost. [12]
Subdivision construction inspection	2.5% of first $500,000; 2% of next $500,000; 1% above $1,000,000	May apply if corrective work is permitted as subdivision construction. [12]

For scale only, the currently published full Final Plat Review formula would equal approximately $13,222 for 109 lots and $23,227 for 224 lots. Those calculations are not estimates of the actual Panther Ridge fee; they illustrate why the County's written process classification is necessary before budgeting.

9.3 Order-of-magnitude planning allowances

Scenario	Representative Scope	Screening Allowance
Initial feasibility / go-no-go	HOA counsel, civil-engineering concept review, preliminary pavement assessment, title/plat review, County meetings, and written feasibility memorandum.	$25,000-$60,000
Transfer with no major construction	Full legal, engineering, survey, title, documentation, testing, agreement, member approval, and recording work.	$60,000-$200,000 total
Transfer with minor corrective work	Above plus signs, ramps, isolated curb/pavement/drainage repairs, lighting conversion, or limited relocation work.	$125,000-$400,000 total
Transfer requiring broad resurfacing	Soft costs plus network-wide mill/resurface work and ordinary punch-list corrections.	$500,000-$1.2 million
Transfer requiring major reconstruction	Base/subgrade repair, significant drainage work, curb/sidewalk reconstruction, utility relocation, or extensive permitting.	$1.6 million-$4.2 million or more

These ranges are intentionally broad. Construction costs cannot be responsibly narrowed without measured paved area, roadway cores, geotechnical data, drainage mapping, County standards, and a defined punch list. The lower ranges can be evaluated first through a capped feasibility authorization.

Illustrative owner allocation: a $200,000 total project is approximately $1,835 per 109 contributing lots or $893 per 224 contributing lots. A $1,000,000 project is approximately $9,174 per 109 lots or $4,464 per 224 lots. These are arithmetic illustrations only; the actual number of contributing Lots and assessment allocation must be verified.

9.4 Main cost drivers

- Number of phases, road tracts, parcels, title exceptions, and required joinders.
- Road length, width, paved area, pavement age, structural condition, and drainage performance.

- Whether County standards require resurfacing, reconstruction, accessibility upgrades, or new signs and markings.
- Whether public right-of-way width is adequate without acquiring additional property or easements.
- Whether drainage assets can remain private while road maintenance becomes public.
- Whether lighting, irrigation, landscaping, monuments, mailboxes, fences, or utility features must be relocated.
- The plat/replat, permit, District, and Board-approval pathway selected by the County.
- Legal complexity of the member vote, declaration amendment, mortgage interests, and closing.

10. Financing Alternatives

10.1 Municipal Service Benefit Unit (MSBU)

Brevard's MSBU program can finance infrastructure improvements, including road resurfacing. The County states that preliminary costs include administration, engineering/design, construction, labor and materials, interest, consultants, and other project costs; all affected owners pay through the special assessment. The program requires at least 66 2/3 percent positive owner responses in the County survey, and payment may be made upfront or in annual installments over ten years. [13]

An MSBU is a financing mechanism, not proof of permanent County maintenance acceptance. It should be evaluated in one of two ways:

1. As an alternative for funding road work while the roads remain private; or
2. As a mechanism to finance a County-defined corrective scope before a separately negotiated and binding acceptance.

The second use should be considered only after the County commits in writing to the conditions under which it will accept the roads.

10.2 HOA special assessment or loan

The HOA could also fund the feasibility or corrective work through reserves, a special assessment, or borrowing. The governing-document and statutory approval requirements, loan security, budget treatment, reserve implications, and member disclosures should be reviewed separately by counsel and the Association's financial advisor.

11. Recommended Staged Execution Plan

Phase 0 - Board authorization and controls

- Adopt a limited feasibility scope with a not-to-exceed budget of approximately $25,000-$60,000.
- Retain Florida HOA/real-estate counsel and a civil engineer experienced in subdivision infrastructure and public dedication.
- State expressly that the authorization is for feasibility only and does not approve a transfer, assessment, reserve reduction, or construction project.
- Designate one Board liaison and require all material County communications to be documented and shared with the Board.

Phase 1 - Written County concept determination

Submit a concise concept package to Public Works Engineering, Road and Bridge, Land Acquisition, Surveying, Traffic Operations, Planning and Development, and relevant stormwater staff. Request a joint meeting and a written response addressing current policy, legal mechanism, standards, assets, fees, required studies, decision authority, and likely schedule.

Phase 2 - Title, survey, condition, and permit due diligence

- Obtain title commitments for every road tract and proposed right-of-way parcel.

- Compile every plat, supplemental declaration, deed, easement, utility agreement, development plan, as-built, bond-release record, and District permit.
- Complete a boundary/right-of-way and encroachment survey.
- Perform a pavement-condition assessment, selective coring, base/subgrade review, curb/sidewalk/ADA inventory, sign inventory, and drainage inspection.
- Map each drainage component and identify the legal permittee and maintenance party.
- Identify lighting, irrigation, landscape, monument, mailbox, fence, driveway, and utility conflicts.

Phase 3 - Conditional acceptance framework

Negotiate a written framework that includes:

- The exact road parcels or rights-of-way to be conveyed.
- A component-level list of assets the County will accept and maintain.
- A component-level list of assets the HOA will retain.
- Applicable design, testing, and condition standards.
- A defined corrective-work or punch-list scope.
- Inspection, warranty, bonding, and closeout requirements.
- All County, Clerk, title, and third-party fees.
- The form of deed, dedication, plat/replat, agreement, resolutions, and approvals.
- A clear commitment that satisfaction of stated conditions will result in final acceptance, subject to identified approvals.

Phase 4 - Financial and reserve comparison

Direct the reserve consultant to model three cases using the County-defined asset split:

1. Remain private and fully fund the present road and drainage reserve schedule.
2. Remain private but finance needed work through an HOA assessment, loan, or MSBU.
3. Transfer the accepted roadway assets, pay the transaction and cure costs, and retain reserves only for the remaining stormwater and common assets.

Use a present-value comparison, not only the next-year dues impact. A practical decision equation is:

Net transfer value = present value of avoided accepted-road costs - transfer costs - retained-asset costs

Phase 5 - Legal documents and member approval

- Prepare the transfer agreement, deed/dedication, plat or replat, declaration amendment if required, and member-resolution package.
- Confirm the exact two-thirds threshold and voting-interest count.
- Provide members the final asset matrix, fixed or bounded project cost, funding method, County commitment, retained obligations, and consequences for parking and roadway control.
- Seek member approval only on a complete transaction, not an abstract question about whether public roads sound desirable.

Phase 6 - Construction, inspection, closing, and acceptance

- Complete only the corrective work required by the final County framework.
- Obtain County and District inspections and closeout documentation.
- Record the approved conveyance and governing-document instruments.
- Obtain written final County acceptance stating the effective date and maintenance responsibilities.
- Do not remove transferred assets from the reserve study until closing and final acceptance are complete.

Phase 7 - Post-transfer governance

- Revise the reserve study and long-range budget for the final retained assets.
- Update insurance, maintenance contracts, rules, maps, disclosures, and management procedures.
- Establish a County service-request process for accepted road assets and an HOA maintenance process for retained drainage and amenities.
- Maintain a permanent closing file with the agreement, deeds, plats, resolutions, permits, inspections, and responsibility matrix.

12. Questions the HOA Should Require Brevard County to Answer in Writing

1. Will Brevard County currently consider accepting Panther Ridge's existing private road tracts or rights-of-way for public ownership and continuing maintenance?
2. What legal mechanism would the County require: deed, public-right-of-way dedication, plat/replat, maintenance agreement, resolution, or a combination?
3. Which assets would the County accept and maintain: asphalt surface, base, subgrade, curbs, gutters, sidewalks, ramps, signs, markings, inlets, culverts, pipes, swales, or other structures?
4. Which assets would remain the HOA's responsibility?
5. Would the County accept any portion of the stormwater system or assume any District-permit obligation?
6. What current roadway, right-of-way, drainage, accessibility, traffic, and construction standards would apply?
7. What condition testing, cores, surveys, title evidence, certifications, as-builts, warranties, or bonds are required?
8. Will County staff perform a preliminary review and issue a written punch list before the HOA commits to construction?
9. Which County fees and Clerk recording costs apply, and how will the transaction be classified under the fee schedule?
10. What staff approvals and Board of County Commissioners actions are required?
11. Will the County enter a conditional agreement stating that completion of a defined scope and satisfaction of stated conditions will result in acceptance?
12. Can an MSBU finance any required corrective work, and would that financing be separate from the final maintenance-acceptance action?
13. How would existing parking, towing, signs, traffic calming, lighting, irrigation, landscaping, entry features, and utility installations be handled after transfer?
14. What is the realistic sequence and timeline from concept review through final recorded acceptance?

13. Preliminary Asset-Responsibility Matrix

This matrix is a negotiation template, not a conclusion. The final agreement must state the responsibility for each component expressly.

Asset / Function	Requested County Position	Planning Assumption Until Confirmed
Asphalt surface and pavement preservation	Accept and maintain	Core objective of the transfer.
Road base, subgrade, and structural failures	Accept and maintain	Must be explicit; surface-only acceptance may leave major risk.
Curbs and gutters	Accept and maintain	Confirm whether treated as roadway or drainage asset.

Asset / Function	Requested County Position	Planning Assumption Until Confirmed
Traffic signs, markings, and traffic-control devices	Accept and control	Likely subject to County standards and approval.
Sidewalks and accessibility ramps	Negotiate	County may require upgrades but may not assume all maintenance.
Roadway inlets and crossing culverts	Negotiate	Critical interface between public road and private stormwater system.
Neighborhood storm pipes, swales, lakes, and control structures	Request review; expect partial or no acceptance	Declaration and precedents indicate likely continued HOA responsibility. [1], [3], [4]
Streetlights	Negotiate	Augusta Village had to convert lighting at HOA expense; ongoing responsibility must be stated. [3]
Entry monuments, landscaping, irrigation, and decorative features	Remain HOA unless separately accepted	Likely private aesthetic assets requiring licenses or permits in public right-of-way.
Utilities and utility easements	Utility-provider specific	Ownership and maintenance remain governed by utility documents.
Parking, towing, closures, and events	County/public-law control within public right-of-way	HOA rules must be reviewed and revised.

14. Go / No-Go Decision Criteria

Proceed to a final transaction only if all of the following are satisfied

- The County confirms in writing that it is willing to consider acceptance under a defined pathway.
- The County identifies the assets it will accept and the assets the HOA will retain.
- Title, right-of-way, permit, and stormwater issues are solvable at an acceptable cost.
- The County provides a defined corrective scope and a conditional route to final acceptance.
- The financial model shows a favorable long-term outcome compared with remaining private.
- The Association can lawfully obtain the required member and Board approvals.
- Members receive a complete, understandable transaction package before voting.
- The reserve study and insurance program can be responsibly revised after closing.

Pause or terminate the effort if any of the following occurs

- The County declines current consideration or will not provide a sufficiently defined pathway.
- The County would accept only a narrow surface asset while leaving substantial structural or drainage liabilities with the HOA.
- Required corrective work approaches the full cost of private rehabilitation without a commensurate long-term transfer of liability.
- Title, right-of-way, utility, or District-permit issues cannot be resolved within a reasonable budget.
- The County will not provide a conditional commitment before major HOA-funded construction.
- The member-approval threshold is not realistically attainable after full disclosure.

15. Proposed First 90 Days

Period	Primary Actions	Required Deliverable
Days 0-15	Authorize capped feasibility phase; retain counsel and engineer; appoint liaison; gather governing documents, plats, reserve study, permits, plans, and management records.	Board-approved scope, budget cap, responsibility assignments, and document index.
Days 15-30	Submit County concept request and public-records request; schedule multi-department meeting; order preliminary title work.	County intake confirmation, meeting date, and title/record requests in progress.
Days 30-60	Conduct site walk, preliminary pavement/drainage review, plat/title mapping, and County concept meeting.	Preliminary asset map, issue list, County questions, and initial cost-risk screen.
Days 60-90	Obtain written County response; refine due-diligence and testing scope; prepare Board go/no-go memorandum.	Feasibility report stating whether to stop, negotiate further, or authorize full due diligence.

The County may require more than 90 days to provide a complete response. The purpose of this schedule is to force an early, documented go/no-go decision before the Association incurs major costs.

16. Community Communication and Governance Controls

- Describe the effort as a feasibility study until the County has issued written terms.
- Publish the governing-document provisions, County correspondence, condition reports, asset matrix, cost model, and proposed legal documents before the final vote.
- Use the phrase “County acceptance of ownership and maintenance responsibility,” not merely “dedication” or “public roads.”
- Explain that stormwater and decorative assets may remain private even if the roadway becomes public.
- Separate the road-transfer decision from any MSBU or financing decision; one does not automatically accomplish the other.
- State the two-thirds total-voting-interest requirement clearly and publish the verified required vote count.
- Do not represent that dues will fall until the final asset split, retained reserve obligations, and financing costs have been modeled.
- Do not reduce reserves or defer prudent maintenance while the transfer remains uncertain.

17. Overall Conclusion

Panther Ridge has a credible basis to explore transfer of its private road system to Brevard County. The Association's Declaration contains express transfer authority, and Brevard has documented precedents in which it converted HOA roads to public rights-of-way and assumed maintenance responsibility. [1], [3]-[7] Panther Ridge also benefits from relatively recent, County-reviewed subdivision infrastructure. [8]

The concept should nevertheless be treated as a negotiated infrastructure and real-estate transaction—not as a simple request for the County to start paving the neighborhood. Florida law makes County maintenance voluntary, the governing documents require a high member-approval threshold, and Panther Ridge's private stormwater obligations may survive the road transfer. [1], [2]

The most defensible next action is a capped feasibility phase designed to secure a written County concept determination, define the asset split, identify the technical and legal barriers, and produce a realistic cost range. Only then should the Board decide whether to fund full due diligence and negotiate a

conditional acceptance agreement. A final member vote should occur only after the community knows exactly what it is transferring, what the County will maintain, what the HOA will retain, and what the one-time and continuing costs will be.

Appendix A - Due-Diligence Document Checklist

- Current Declaration, Articles, Bylaws, all amendments, supplemental declarations, rules, and turnover records.
- All recorded plats, replats, road-tract deeds, common-area deeds, legal descriptions, and surveys for every phase.
- Current title commitments, easements, utility interests, mortgages, liens, and encroachment information for proposed conveyance property.
- Original County-approved preliminary plat, final engineering plans, final plat, standard development notes, and revisions.
- As-built plans, engineer certifications, inspection reports, materials testing, pavement reports, punch lists, warranties, and bond-release records.
- St. Johns River Water Management District permits, modifications, transfer records, operation-and-maintenance plans, and inspection history.
- Drainage maps showing inlets, pipes, culverts, swales, lakes, berms, control structures, and outfalls.
- Utility plans and agreements for water, sewer, electric, communications, streetlights, and easements.
- Current reserve study with road, curb, sidewalk, drainage, lighting, and related component schedules separated.
- Maintenance and repair invoices, pavement sealing records, drainage cleaning records, claims, insurance loss history, and contractor reports.
- Current owner roster, Lot count, voting-interest schedule, and assessment-allocation schedule.
- Current parking, towing, traffic, event, gate, sign, lighting, landscape, and right-of-way rules or practices.

Appendix B - Financial Model Inputs

- Current reserve cash allocated to road and road-adjacent components.
- Projected annual reserve contributions and inflation assumptions.
- Remaining useful life and replacement cost for pavement, base, curb, sidewalks, signs, lighting, and drainage.
- County-defined accepted assets and retained HOA assets.
- One-time professional, County, Clerk, title, permit, and construction costs.
- Financing rate and term for any HOA loan or MSBU assessment.
- Insurance premium or deductible changes after transfer.
- Ongoing HOA maintenance cost for retained assets.
- Timing and probability of County acceptance.
- Discount rate and analysis horizon, preferably at least 30 years.

The model should report total present value, annual dues impact, potential special-assessment range, and sensitivity to construction cost, acceptance timing, and retained stormwater obligations.

References

Sources were accessed on August 26, 2026, unless otherwise stated. Inline bracketed citations in this report correspond to the numbered entries below.

[1] Panther Ridge Homeowners Association of Brevard, Inc. Declaration of Covenants, Conditions, Restrictions and Easements for Panther Ridge, recorded in Official Records Book 8292, Page 2505 et seq., Public Records of Brevard County, Florida. Relevant provisions include Sections 1.18, 4.1.6, 4.7.2, 9.1.3, 9.1.8, 13.8.2, 13.8.7, and Exhibit A.

[2] Florida Legislature. 2026 Florida Statutes, Section 177.081, “Dedication and approval.”

https://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0100-0199/0177/Sections/0177.081.html

[3] Brevard County Clerk of the Court. Board of County Commissioners Meeting Minutes, October 1, 1996, “Agreement with Augusta Village at Suntree Homeowners Association, Inc., Re: Accepting Dawson Drive and Griffin Lane.”

https://www.brevardclerk.us/meeting-minutes?ID=AC75961C-32AE-4F21-B07C-A3536FAB042A

[4] Brevard County Clerk of the Court. Board of County Commissioners Meeting Minutes, February 11, 1997, “Agreement with The Villas of Suntree Homeowners Association, Inc., Re: Transfer of Private Rights-of-Way to Public Rights-of-Way.”

https://www.brevardclerk.us/meeting-minutes?ID=709A48F3-5AF3-4B07-9D48-E95D7F15B0C4

[5] Brevard County Clerk of the Court. Board of County Commissioners Meeting Minutes, July 1, 1997, “Agreement with the Spanish Cove at Suntree Homeowners Association, Inc., Re: Transfer of Spanish Cove Drive and Palm Brook Drive to the County as Public Rights-of-Way.”

https://www.brevardclerk.us/meeting-minutes?ID=52CACF6B-6640-45C0-B842-7C5FE891107A

[6] Brevard County Clerk of the Court. Board of County Commissioners Meeting Minutes, April 14, 1998, withdrawal of the Quail Ridge at Suntree road-transfer agreement for additional negotiations.

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[7] Brevard County Clerk of the Court. Board of County Commissioners Meeting Minutes, October 6, 1998, “Agreement with Quail Ridge at Suntree Homeowners Association, Inc., Re: Transfer of Ridge Lake Drive, Ridge Way, and Quail Hollow Way to Brevard County.”

https://www.brevardclerk.us/meeting-minutes?ID=F3A28E8A-DE03-4E8E-87F9-6690AE6EB8B3

[8] Brevard County Board of County Commissioners. Agenda Report and Resolution 19-083, “Resolution and Release of Performance Bond, Re: Panther Ridge, Phase 1 Subdivision - D.R. Horton, Inc.,” May 7, 2019.

https://www.brevardclerk.us/?File_id=2FB907E9-AD6C-4F8E-B0DE-22A5B0926EB0&a=Files.Serve

[9] Brevard County Public Works. Road and Bridge Maintenance.

https://www.brevardfl.gov/PublicWorks/RoadAndBridge/RoadAndBridgeMaintenance

[10] Brevard County Public Works. Engineering Program - Engineering.

https://www.brevardfl.gov/PublicWorks/EngineeringProgram/Engineering

[11] Brevard County Public Works. Easements and Right of Way.

https://www.brevardfl.gov/PublicWorks/EasementsRightOfWay

[12] Brevard County Planning and Development. Forms and Fees for Subdivisions.

https://www.brevardfl.gov/PlanningAndDevelopment/SubdivisionsApplications

[13] Brevard County Public Works. Municipal Service Benefit Unit Program.

https://www.brevardfl.gov/PublicWorks/SupportServices/MSBUProgram