

HURRICANE SHUTTER SPECIFICATIONS

WHEREAS, The Board of Directors (hereinafter referred to as the "Board") of Golf Pointe at Palm-Aire Country Club Association, Inc. (hereinafter referred to as the "Association") is required by Section 718.113(5) of the Florida Statutes to adopt hurricane shutter specifications for each building within the "Association" which shall include color, style, and such other factors deemed relevant by the "Board"; and

WHEREAS, Section 718.113(5) requires that the "Board" shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the "Board"; and

WHEREAS, (1) The structural integrity of each building is important, and (2) The Type/Style and quality of Shutter to be installed is important, and (3) The method of attachment, installation, and placement of each shutter is important, and (4) The resultant exterior appearance of each building is important;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE "BOARD" that the following Exhibits A through G attached hereto and made a part hereof, be adopted as the "Association's" Hurricane Shutter Specifications in accordance with Section 718.113(5) of the Florida Statutes, effective April 1, 1992:

- EXHIBIT A - Application and Approval Procedures**
- EXHIBIT B - Responsibility**
- EXHIBIT C - Liability**
- EXHIBIT D - Building Shutter Specifications**
- EXHIBIT E - Rollshutter Specifications**
- EXHIBIT F - Application for Approval**
- EXHIBIT G - Approval Form**

ADOPTED by the "Board" this 22nd day of February, 1993.

BY: _____

President of the

"Association"

Exhibit "A"

APPLICATION
AND
APPROVAL PROCEDURES

(1) Each Unit Owner desiring to install hurricane shutters shall obtain a copy of the "Association's" Hurricane Shutter Specifications and shall further agree to abide by each of said specifications, unless specifically authorized by the "Board" to be contrary.

(2) Each Unit Owner, upon agreeing to abide by said specifications, shall submit a written request to the "Board, *see Exhibit F*, specifying: (a) the openings to be covered, (b) the manufacturer, the type/style, and the color of the shutter to be used, (c) the locating and placement of each shutter, (d) the method of shutter attachment including the type and spacing of attaching hardware, and (e) the type, size, and placement of all storm bars as may be required.

(3) Submissions shall include applicable test data and reports indicating that the shutters to be installed are designed to comply with the South Florida Building Code. Such test data shall include: (a) the wind load in pounds per square foot at various heights above the ground for the designed wind load of the shutters to be installed, which shall include the height of the building involved, and (b) the maximum spacing between anchorages that is required for the height level of the installation involved, (c) the maximum allowed design span of the shutters for the applicable installation (depending upon whether the installation is an Intermediate or End zone installation). We are in a Standard Exposure Zone.

(4) Submissions shall also include proof that each of the individuals who will be installing the shutters having the following: (a) that they shall be appropriately licensed to engage in this work, and shall be authorized, licensed, or approved by the shutter manufacturer, if not the same, (b) that they carry adequate Liability Coverage, and (c) that they are covered by Florida's Worker's Compensation Coverage.

(5) THAT the "Association" through the "Board" will have a maximum of forty-five (45) days from the date of said request to approve, disapprove, or modify said request in writing.

Exhibit "B"

RESPONSIBILITY

(1) It is expressly understood that each Unit Owner is responsible, either directly or through his or her agents:

(a) for all costs relating to the installation and maintenance of said hurricane shutters, and

(b) for the obtaining of any and all necessary building or zoning permits as may be required by applicable city, county, state, or other governmental entities with respect to the installation of said hurricane shutters, and

(c) for the installation of said shutters in a first class manner; including, but not limited to the following requirements: (1) that all electrical components, if any, be UL approved, (2) that all electrical work, if any, be completed in accordance with applicable codes and ordinances, (3) that all anchorages be sized and spaced so as to properly transfer the design loads of the installed shutters to the host structure and that all tracks, anchors, fasteners, and accessories be attached in such a way as not to be detrimental to the host structure, finishes, water-proofing systems and drainage systems, etc., including necessary repairs to the host structure finishes, (4) that all fasteners and attachment hardware be either 18-8 non magnetic stainless steel or aluminum alloy 2024-T4 or 7075-T6, (5) that the installing company, manufacturer, or individuals be knowledgeable with respect to the type of installation to be made, and

(d) for the maintenance of said shutters in a first class manner; including, but not limited to the following requirements: (1) that all shutters be maintained in proper working order, (2) that all shutters be maintained so that they are free of excessive dirt and debris, and (3) that all shutters be properly secured when not in use, and

(e) for the removal and replacement of all or part of the applicable unit's hurricane shutter system; provided such removal is required in order for the "Association" to maintain, repair, or replace portions of the common elements covered by said shutters. Painting of the building will not require shutter removal.

(2) It is further expressly understood and agreed that all conditions as contained in any Exhibit hereto, shall be binding upon said Unit Owner, his or her heirs, successors or assigns, and shall be a condition implied in any conveyance or other instrument affecting the title of the affected Unit.

Exhibit "C"

LIABILITY

(1) THE intent of the "Board" is that the total cost relating to the installation, repair, and maintenance of any Unit Owner's shutter system be the total responsibility of said Unit Owner. It is further assumed that each Unit Owner acquiring shutters will properly maintain them and that the below listed provisions will never be required. They are simply included to protect each of us in the event that some claim or expense is incurred, or that someone does not maintain their shutters as anticipated, and to outline the procedures that will be followed.

(2) THAT the Unit Owner agrees to indemnify, defend and hold harmless the "Association" from any and all claims, actions, costs, or expenses of any nature whatsoever, including but not limited to attorney's fees, arising out of or because of the installation and maintenance of said hurricane shutters, or damage caused during the installation of said shutters, or damage simply caused by said shutters, to the extent that such claims, actions, costs, or expenses are not covered first (1st) by the general comprehensive liability insurance policy of the installing Shutter Company, if and as applicable, and second (2nd) by the general comprehensive liability insurance policy of the "Association", if and as applicable.

(3) THAT if the Unit Owner fails to maintain his shutter system in a first class manner or fails to make repairs to it as needed, then the "Association" shall have the right to have such maintenance or repairs performed, but only after reasonable written notice by the "Association" to the Unit Owner that such maintenance or repairs is required; and if such maintenance or repairs cannot be performed for one reason or another, then the "Association" shall have the right to have said shutters removed and the property restored to the condition that existed prior to the installation of the shutters in the first place. All costs incurred by the "Association" with respect to the maintenance, repair, or removal of shutters shall be the responsibility of the applicable Unit Owner.

(4) THAT as security for any payment owed the "Association" in accordance with either of the above paragraphs, and in accordance with applicable Law, that the "Association" shall have a lien on the Owner's Unit for all said costs and expenses which shall be considered an assessment against the Owner's Unit.

Exhibit "D"

BUILDING SHUTTER SPECIFICATIONS

(GENERAL) We have several types of openings in our community: Windows (with and without sills), Sliding Glass Doors, and Lanais (some of which have been enclosed). Any unit owner may install any hurricane shutter system selected within the inside of owners unit or within the inside of screened Lanai. However, any opening that is covered by an outside installation shall be subject to the following specifications: Each of these openings shall be covered with PVC or electrostatically painted Aluminum shutters (Ivory for Sections I and II, white for Sections III and IV). If a Rollshutter is used (as hereinafter specified), then it shall be installed so that it closes below the opening or slab that it covers (wherever possible), but by no more than two (2") inches. All Rollshutters shall be either manually or electrically operated, as determined by the unit owner; provided;, however, that no part of a manually operated system shall be visible from the outside. All electrically operated systems shall be designed, fabricated and installed with a manual over-ride system. All Rollshutters shall be enclosed in an upper housing box of a size suitable for the application.

(1) **WINDOWS** - All windows to be protected shall be covered with exterior Rollshutters.

(2) **SLIDING GLASS DOORS** - Sliding Glass Doors shall be covered with Exterior Rollshutters (which crank or electrically operate up and down).

(3) **LANAIS** - Any Lanai that was enclosed with block and finished to appear like the rest of the unit shall have its openings treated as windows or sliding glass doors as noted above.

Any future changes which may be made to these specifications will be made in such a manner that all units of a similar nature are treated alike.

Exhibit "E"

ROLLSHUTTER SPECIFICATIONS

(1) **UPPER HOUSING** - Each upper housing shall have an aluminum skin at least equal to .040 gauge. Its finish shall be baked on polyester based enamel in the color selected by the "Board", as mentioned earlier.

(2) **SIDE TRACKS** - Side Tracks shall be constructed from 6063-T5 extruded aluminum and shall be finished with an electrostatic application of a polyester based enamel in the color selected by the "Board", as mentioned earlier. This finish shall be applied in accordance with AAMA Standard 603.8. Each track shall be internally lined with polypropylene weather stripping.

(3) **STORM-BARS (Splittracs/Purlins)** - Storm-Bars shall be constructed from 6063-T6 extruded aluminum and shall be finished in the same manner as the side tracks mentioned above. They also shall be lined with polypropylene weather stripping.

(4) **SHUTTER DEFLECTION & GEAR ASSEMBLY** - The maximum deflection of either a PVC or ALUMINUM curtain shall be limited to a span equal to the lesser of L/30 or 2" deflection when supporting storm-bars are in place. No part of a gear driven or manually operated system shall be visible from the outside.

(5) Each Rollshutter shall be designed and installed in accordance with the South Florida Building Code to meet either the Standard Exposure requirements or the Coastal Exposure Requirements (as applicable) for the appropriate height involved.

(6) All fasteners shall be 18-8 non-magnetic stainless steel or aluminum alloy 2024-T4 or 7075-T6.

(7) All materials shall be as specified or equal in strength and corrosion resistance, and compatible with adjacent materials.

Exhibit "F"

**APPLICATION FOR APPROVAL
TO PROCEED WITH INSTALLATION OF HURRICANE SHUTTERS**

TO: Golf Pointe at Palm-Aire Country Club Association, Inc.
Golf Pointe Drive
Sarasota, FL 34243

FROM: Name _____
Unit # _____ Building _____

SUBJECT: Application For Approval To Proceed For Installation of Hurricane Shutters*

It is requested that I (we) be permitted to proceed to install Hurricane Shutters, for the subject unit, according to the Association Board of Directors' Resolution "Hurricane Shutter Specifications" of _____, and is filed in Book _____, Page _____, in the official record of _____ County. (Date)

I (we) acknowledge, understand and agree to abide by the **TERMS AND CONDITIONS** on Exhibit "A", and will make the installing contractor aware of same. I (we) understand and agree that I (we) am responsible for maintenance, repair, and replacement of the installed Hurricane Shutters.

Unit Owner Signature _____ Date _____

Unit Owner Signature _____ Date _____

Unit Number _____ Building _____

DATA REQUIRED:

- (a) Opening to be covered.
- (b) Manufacturer.
- (c) Type.
- (d) Style.
- (e) Color.

**To be considered application must be completed and submitted with all required Exhibits.*

Date Received _____

Exhibit "G"

GOLF POINTE AT PALM-AIRE COUNTRY CLUB ASSOCIATION
APPROVAL TO PROCEED
WITH INSTALLATION OF HURRICANE SHUTTERS

TO: _____
(Condo Owner)

(Unit Address)

SUBJECT: Approval to Install Hurricane Shutters for Unit _____, Bldg. _____

THE ATTACHED APPLICATION TO PROCEED WAS:

APPROVED _____ DISAPPROVED _____ on the _____ day
of _____, 19____.

Condominium Association

Authorization Title