

# TOWNE PARK NORTH CONDOMINIUM ASSOCIATION, INC

## RULES AND REGULATIONS FOR HURRICANE SHUTTER INSTALLATIONS

### Definition

"Hurricane Shutter" shall mean any device, installation, equipment or appliance, whether permanent or temporary, affixed or attached in any manner to any portion of the exterior of a building, used, either directly or indirectly, as its main purpose or incidental to its main purpose, as protection against storm damage, water penetration by driven rain or rising water, wind damage or damage from physical objects or projectiles carried by wind or storm.

### General

Hurricane Shutters are prohibited, except as same may be approved by the Board in accordance with these Rules and Regulations.

### Installation Requests

1. Any person desiring a Hurricane Shutter shall submit a written request therefor to the Board (or Manager) not less than thirty (30) days prior to the proposed installation. The written request shall contain (1) the name and address of the person desiring the Hurricane Shutter, (2) the unit number to which the Hurricane Shutter will be installed, (3) the name, address, and telephone number, of the proposed contractor who will install the Hurricane Shutter (together with the same information for any proposed subcontractors), (4) the proposed location for the installation of the Hurricane Shutter, (5) the proposed type, style, brand, color, material and name and address of the manufacturer of the Hurricane Shutter, and (6) the proposed manner of installation of the Hurricane Shutter.

2. The written request required by paragraph 1 above shall be accompanied by a copy of (1) the occupational license and certificate of competency of the proposed contractor (and, if applicable, the subcontractor), (2) the insurance certificate of the proposed contractor (and, if applicable, the subcontractor), (3) a licensed Florida engineer or architect's plans showing the construction of the Hurricane Shutter and proposed manner of installation.

3. In the event the Board, in its sole discretion, determines it to be necessary to have the Association's engineer review the documentation supplied pursuant to paragraphs 1 and 2 above, for the purpose of determining whether the proposed Hurricane Shutter conforms to these Rules and Regulations and/or the applicable building codes, then the person requesting the installation of the Hurricane Shutter shall pay to the Association the actual cost of such engineer's review. Payment shall be made prior to the engineer's review and within seven (7) days subsequent to the Board's written notification to such person of the requirement for the engineer's review. Failure to pay the cost of the engineer's review within the specified time shall extend the time period within which the Board must approve or disapprove the proposed Hurricane Shutter installation in an amount equal to the delay time. Failure to pay the cost for the engineer's review within thirty (30) days subsequent to the Board's written notice shall be deemed a withdrawal of the request for installation of the Hurricane Shutter and the Board shall be relieved from the requirement to approve or disapprove the proposed installation, and the Hurricane Shutter shall not be installed; provided, however, that:

4. Within thirty (30) days subsequent to receipt of the written request and accompanying documentation, pursuant to paragraphs 1 and 2 above, the Board shall either approve or disapprove the proposed installation of the Hurricane Shutter, subject to extension or relief therefrom pursuant to paragraph 3 above. For good cause, the Board may extend the time in which to approve or disapprove the proposed installation for a reasonable time, not to exceed an additional thirty (30) days (i.e., 60 days from date of receipt of written request). Good cause may include, but shall not be limited to, new products not heretofore marketed in the area, unique, unusual or different installation methods, and the engineer's inability to review the documentation timely. Failure of the Board to either approve or disapprove the proposed installation within the specified time shall be deemed an approval of the proposed installation, except as otherwise specifically provided in these Rules and Regulations.

a) The Board shall send written notice to the person requesting the proposed installation advising whether the installation is approved or disapproved.

b) In the event the Board shall disapprove the proposed installation, the notice shall state the basis for the disapproval. Without limiting the basis upon which the Board may disapprove a proposed installation, disapproval may be founded upon purely aesthetic reasons, in the sole and exclusive discretion of the Board.

5. In the event the Board approves the proposed installation, construction shall commence within thirty (30) days subsequent to the Board's written notice of approval; provided, however, that the time to commence construction may be extended for good cause pursuant to a written request therefor received by the Board prior to the expiration of the thirty (30) days. Failure to commence construction within the specified time shall be deemed an abandonment of the installation, a withdrawal of the request for the proposed installation, a disapproval of the proposed installation, and the installation shall be prohibited.

### **Contractor Requirements**

1. No person (hereinafter Contractor) shall install, construct, affix, attach or place a Hurricane Shutter, unless such person is qualified to do so and holds an Occupational License to perform such installation from the governmental agencies having jurisdiction over such type of work and holds a Certificate of Competency from the State of Florida or Broward County.

2. In addition to the requirements of paragraph 1 above, no Contractor shall install, construct, affix, attach or place any Hurricane Shutter, unless the Contractor shall obtain and maintain Public Liability insurance, including completed operations, in an amount not less than \$300,000.00, per occurrence, Workers' Compensation insurance to meet the requirements of law, and Automobile Liability insurance, including non-owned automobile coverage, in an amount not less than \$300,000.00, per occurrence. Notwithstanding any minimum amount requirements, no insurance coverage shall be less than the minimum amount required by law. Each such insurance policy shall, for the duration of the construction, name the Association and the person requesting the installation of the Hurricane Shutter as co-insured.

3. All insurance policies shall contain a clause requiring thirty (30) days prior notification to the Association in the event such policy is to be canceled, terminated or modified in any manner. No Contractor or proposed Hurricane Shutter shall be approved, unless and until the policies or certificates of insurance are received by the Board.

### **Construction Lien Law**

1. No Hurricane Shutter shall be approved, unless the installation thereof complies with the Construction Lien Law, Chapter 713, Florida Statutes, as same may be amended or renumbered from time to time.

2. If the cost of the installation exceeds \$2,500.00, prior to the commencement of construction of the proposed Hurricane Shutter, the person requesting the Hurricane Shutter shall prepare and record in the Public Records of Broward County, a Notice of Commencement describing the Condominium Unit to which the proposed Hurricane Shutter will be installed as the real property that is the subject of the improvement. Any approval given by the Association for the installation of a Hurricane Shutter is contingent upon the posting of a certified copy of the recorded Notice of Commencement, or a notarized statement that the Notice of Commencement has been filed for recording with a copy of the Notice of Commencement. Proof of compliance with this requirement shall be given to the Association prior to commencement of the installation of the Hurricane Shutter and failure to do so shall be a basis for the Association to disapprove the installation. The Association shall be named in the Notice of Commencement as an additional person to receive notices.

3. Prior to the commencement of construction of the proposed Hurricane Shutter, the person requesting the Hurricane Shutter, or the Contractor, shall apply for and obtain a Building Permit from the governmental agency having jurisdiction over the proposed installation. No Hurricane Shutter shall be installed, unless and until the Building Permit is delivered to the Board and posted on the property as required by law.

4. Installation of the Hurricane Shutter shall be completed within thirty (30) days subsequent to commencement. Failure to complete construction within the specified time shall be deemed an abandonment of construction/installation and a withdrawal of the request for the proposed installation, the installation / construction shall be prohibited, and the proposed Hurricane Shutter shall be deemed disapproved.

5. Notwithstanding any other provisions regarding the unit owner's rights and privileges to make any alterations, additions, improvements or repairs, each unit owner expressly acknowledges and agrees that the condominium property, other than the particular unit to which the Hurricane Shutter will be installed, shall not be subject to liens for improvements, services, labor or materials made by or under the authority, express, implied or apparent, of the unit owner and the unit owner shall not have any authority to create any such liens upon the condominium property, other than his particular unit. In the event any labor, material, services or improvements are furnished to or on behalf of the unit owner for which any construction lien might otherwise be filed against the condominium property, other than the particular unit to which the Hurricane Shutter will be installed, the unit owner agrees to the following:

a) To notify any contractor, laborer, or materialman that the condominium property, other than the particular unit is not subject to a construction lien;

b) To take appropriate action prior to the furnishing of any labor, service or material to assure that no construction lien shall be filed;

c) To pay, when due, all sums of money which may be due any contractor, subcontractor, laborer or materialman; to cause any lien or purported lien to be fully discharged all legal costs and charges, including attorney's fees, reasonably incurred in and about the discharging of the condominium property or any part thereof from any liens, judgments, encumbrances or costs, caused by the unit owner or anyone acting on the unit owner's behalf, whether suit be brought or not;

d) To consent to the recording, in the Public Records of Martin County, of the language of this rule in any form permitted by law, and to execute when requested, any shortened or modified form of this rule showing, in substance, the provisions hereof, such that all persons who contract with the unit owner for the erection, installation, improvement, alteration, addition, repair or replacement of the condominium for a Hurricane Shutter will be charged with notice that they must look to the unit owner and the unit owner's condominium unit only to secure the payment for work performed or material or services furnished therefor.

### **Appointment of Agent**

1. Every person who has a Hurricane Shutter shall appoint an agent who, in the absence of the occupant of the unit, shall be authorized to gain entry into the unit for the purpose of opening and closing the Hurricane Shutter when needed. The name, address and telephone number of such agent shall be given to the Board or Manager. The Association shall not be under any obligation, nor does the Association assume any obligation, to the unit owner or occupant to contact the agent for any reason whatsoever, the purpose of such designation of such agent being solely for identification of the agent to permit the agent's entry onto the condominium property and into the unit.

2. Notwithstanding the failure to appoint an agent pursuant to paragraph 1 above, or the unit owner's or occupant's absence from the unit, the unit owner shall remain liable for any damage to any other unit, the common elements or Association property for failure to open or close the Hurricane Shutter or remove any personal property from the exterior of the unit or building at a time when such action would be deemed reasonable under the circumstances.

### **Aesthetics**

1. No Hurricane Shutter shall be allowed, unless it is of the ACCORDION type, or aluminum type that screws onto building.

2. No Hurricane Shutter shall be allowed, unless it is WHITE in color and the frame in which the shutter moves is WHITE in color. Absolutely no other color or color combination shall be permitted.

3. No Hurricane Shutter shall be allowed unless it is located directly over the window, glass or sliding glass door it is intended to protect. Absolutely no other location shall be permitted for the installation of a Hurricane Shutter.

4. No Hurricane Shutter shall protrude more than six inches from the building.

### **Operation of Hurricane Shutter**

1. No Hurricane Shutter shall be closed, except during the time necessary to protect the unit from severe storm, water or wind damage. At all other times, the Hurricane Shutter shall remain open. Under no circumstances shall a Hurricane Shutter be closed for any reason, including, but not limited to security.

2. The Hurricane Shutter shall, at all times, whether open or closed, be fastened securely in place in accordance with manufacturer, building code and installation requirements.

## **Liability**

The owner of the unit to which the Hurricane Shutter is installed shall be liable for any and all damage to the common elements, Association property or the property of other owners arising out of or concerning the construction, installation or maintenance of the Hurricane Shutter.

## **Maintenance & Owner Obligations**

1. No Hurricane Shutter shall be permitted or approved, unless and until the owner of the unit to which the Hurricane Shutter will be installed agrees to maintain, repair and replace the Hurricane Shutter, at the unit owner's sole cost and expense.

2. The maintenance, repair and replacement of the Hurricane Shutter shall include the maintenance, repair and replacement of the portion of the common elements and Association property to which the Hurricane Shutter is attached.

3. The owner of the unit to which the Hurricane Shutter is to be attached must agree to execute a document in the form attached hereto as Exhibit "A," which executed document will be recorded in the public records. The owner shall pay for the cost of recording. The provisions of Exhibit "A" are incorporated herein by reference and shall be part of these Rules and Regulations.

## **Technical Specifications**

1. The Hurricane Shutter and the installation thereof, shall conform, in all respects, to the State Minimum Building Codes and the Building Codes of the governmental agencies having jurisdiction over the Hurricane Shutter installation in the condominium.

2. The minimal and general specifications adopted by the Association, which shall be applicable to and binding upon all Hurricane Shutter installations are attached hereto as Exhibit "B" and incorporated hereto.

3. No Hurricane Shutter shall be permitted or approved, unless and until it shall be determined by a Florida licensed engineer or architect that the condominium building is capable of resisting the windloads transferred from the Hurricane Shutter, taking into account the other Hurricane Shutters installed in the condominium, as determined necessary by the Board of Directors.

## **Remedies**

1. The Association shall not be required to approve or permit any Hurricane Shutter, unless and until the person requesting the installation thereof has fully and completely complied with each and every provision of these rules.

2. Disapproval of a Hurricane Shutter, for any reason, shall entitle the Association to remove the Hurricane Shutter, or any portion thereof, or bring legal action to force the removal thereof, or force compliance with these rules.

3. No contractor, subcontractor, laborer or materialman shall be permitted entry upon the condominium property, for purposes of actual installation, construction or delivery of

4. The Association may, in accordance with any fining authority and procedures which may be set forth in the condominium documents, levy a fine against any person who fails to comply with these rules.

5. Nothing in these rules shall be construed as a limitation or restriction upon any of the Association's rights or remedies, or act as an election of remedies. All rights and remedies available to the Association shall be cumulative.