

# **Harbor Place at Safety Harbor Condominium Association, Inc.**

## **TEMPORARY RULES FOR CERTAIN HURRICANE SHUTTER INSTALLATIONS ON BALCONIES OR WALKWAYS (Expiring on March 3, 2027)**

WHEREAS Section 718.113(5), Florida Statutes specifically authorizes the Board of Directors to adopt Hurricane Shutter specifications which shall include color, style, and other factors deemed relevant by the Board, and

WHEREAS Delta Engineering & Inspection, Inc., as Building Engineer, has reviewed specifications for a Nautilus Rolling Shutter System identified as FL12246-R5, drawing no. 20-064, Revision 1, dated June 8, 2020 (hereinafter “referenced Nautilus Shutters”), to determine compliance with the 2020 Florida Building Code, 7th Edition, and evaluated such System in light of its evaluation of the building, including stucco conditions and wind factors relevant to the possible installation of such shutters and approved such shutter system for use on balconies and walkways, subject to conditions noted in its review dated February 8, 2022, and

WHEREAS all Owners who have expressed an interest in installing Hurricane Shutters to date have indicated a desire to install Nautilus Rolling Shutter Systems on balcony and walkway locations and no owner has expressed a desire to install Hurricane Shutters on end walls, and

WHEREAS the Board adopts these rules upon consideration of the above facts and current conditions and with due recognition that any later or different application for the installation of Hurricane Shutters will require further evaluation by the Building Engineer, and that it has no basis to set out standards for any other shutters or other installation locations, and

NOW THEREFORE, the Board of Directors of Harbor Place at Safety Harbor Condominium Association, Inc., hereby establishes the following Rules and Regulations, as well as Specifications, governing the balcony or walkway installation of the referenced Shutters, and an application by a Unit Owner (“Owner,” hereinafter embracing “owners”) for permission to install such referenced Shutters.

### **A. Technical Specifications and Scope of Rules**

The following technical specifications must be met:

1. The materials, equipment, installation and construction of Hurricane Shutters installed on any property are subject to the rules of the Association and shall conform in all respects with the Florida Building Code and any applicable requirements of construction established by the Pinellas County government agency having jurisdiction over construction in the Condominium related to the wind load requirements for Hurricane Shutters.
2. The Owner is applying to install the referenced Shutters which are a rolling shutter systems manufactured by Nautilus in strict accordance with the Product Evaluation Document (P.E.D.) identified as FL12246-R5, drawing no. 20-064, Revision 1, dated June 8, 2020, prepared by the Tillit Testing and Engineering Company. Such shutters are to be

installed with maximum anchor spaces of 4.5 inches for balcony locations and maximum anchor spaces of 8 inches for walkway locations.

3. The referenced Shutter color to be installed shall be Nautilus ivory color.
4. Hurricane Shutter attachment or fastening to the floor or ceiling is prohibited. Hurricane Shutter installation shall only be flush mount (wall) or built-out mount (wall) with a maximum build out of one inch, as shown on the above referenced P.E.D.
5. Before installation, the installing contractor shall certify to the Association that the Hurricane Shutter to be installed is the above referenced Shutter. After installation, the installing contractor shall certify to the Association that the installation was strictly in accord with the specifications herein and in the above referenced P.E.D. as annotated and all governing laws and regulations.

## **B. Owner Obligations and Agreements**

Any Owner seeking approval for shutters shall sign an Application for Renovation Approval and a Hurricane Shutter Rider Application agreeing to comply with these Rules and the obligations recited in the Application, including the following:

1. Owner agrees to be responsible for all costs and expenses incurred in the installation, maintenance and continued first-class upkeep of the Hurricane Shutters. The Owner of the Unit to which a Hurricane Shutter is installed shall be liable for any and all damage to the Common Elements, to Association property, to the property of other Owners or to any person arising out of or concerning the construction, installation, or maintenance of the Unit's Hurricane Shutters or any other consequence or impact arising from the Unit's Hurricane Shutters.
2. Owner assumes all responsibility for procuring, buying and/or obtaining any necessary Building or Zoning Permits, providing access for inspections, and adhering to any and all other procedures applicable to the construction and maintenance of the improvements described herein by all governmental entities, including compliance, if required, with all applicable Building Codes.
3. The Owner acknowledges that the Hurricane Shutter manufacturer recommends cleaning and lubrication at least every six months and more frequently for coastal areas ([http://palmbayaluminum.com/yahoo\\_site\\_admin/assets/docs/NAUTILUS\\_GENERAL\\_CLEANING\\_AND\\_MAINTENANCE\\_1.30152634.pdf](http://palmbayaluminum.com/yahoo_site_admin/assets/docs/NAUTILUS_GENERAL_CLEANING_AND_MAINTENANCE_1.30152634.pdf)). Owner agrees to maintain the Hurricane Shutters in a first-class manner as recommended by the manufacturer, and the Association shall have the right, upon prior notice to Owner, to inspect the shutters to verify compliance with this requirement.
4. If the Owner fails to maintain the Hurricane Shutters as required herein or in order to facilitate building maintenance, after ten (10) days' written notice from Association to Owner, Association shall have the right to perform, or have performed, any required repair or maintenance work or to have the Hurricane Shutters removed and the property restored to its condition prior to the installation of the Hurricane Shutters. Owner hereby agrees to be personally responsible for all costs thus incurred and grants Association a lien right

against the condominium unit referred to herein in order to secure payment of any such sums. Said lien shall bear interest and be collectable and foreclosable in the same manner as liens granted to the Association under the Declaration and Condominium Act for non-payment of condominium assessments.

5. 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 construction, installation or maintenance of the Hurricane Shutters described above.
6. Owner agrees to be responsible for any damage to the Common Elements, Association property or other units within the condominium which is caused as a result of the construction, installation or maintenance of the Hurricane Shutters described herein.
7. The Association shall not be required to approve or permit any Hurricane Shutter Application, unless and until the person requesting the installation thereof agrees to fully and completely comply with each and every provision and obligation set out in these Rules.
8. No contractor, subcontractor, laborer or material man shall be permitted entry upon the condominium property, for purposes of actual installation, construction or delivery of materials at or to a Unit, unless and until the Owner's Application for Renovation Approval and Hurricane Shutter Rider Application has been submitted to and approved by the Association. Rules relating to access and prior notice to management are set out in the annexed Specifications.
9. Owner is responsible for all costs of removal and reinstallation of the hurricane shutters, or any portion thereof, if necessary, to allow the Association to fulfill its maintenance, repair and replacement duties as set forth under the Declaration of Condominium and Chapter 718, Florida Statutes. The Association may require Owner to do the removal/reinstallation or may have the Association's contractor do same, and the Owner is responsible for the cost. For good cause established, if removal is ordered by the Board, the Board may also determine that reinstallation is not permitted.
10. The Owner agrees that these Rules and obligations are binding upon Owner and his/her/their heirs, successors in interest, and assigns.

### **C. Application for Installation Approval**

Any Owner desiring to install Hurricane Shutters shall submit a completed Application for Renovation Approval and a Hurricane Shutter Rider Application not less than thirty (30) days prior to the proposed commencement of installation.

1. The Application shall be accompanied by a copy of (1) the occupational license and certificate of competency of the proposed contractor who will install the Hurricane Shutter, and (2) the insurance certificate(s) of the proposed contractor documenting the coverage required herein, as well as (3) a certification by the proposed contractor that the Hurricane Shutter(s) to be installed is governed by the above referenced P.E.D. as

annotated. If any portion of the installation will be performed by a subcontractor, the same documents for any subcontractor will be submitted.

2. The original signed completed Application, Hurricane Shutter Rider and all required documents shall be submitted to the Manager and a copy delivered or emailed to the Board President and Secretary.
3. The Owner shall submit a payment of \$300 as reasonable compensation to the Association for the amounts expended for the above-referenced evaluations by the Building Engineer which stand in lieu of an Owner's individually arranged pre installation inspection which would otherwise be required.

#### **D. Board Review**

The Board President may appoint an Architectural Review Committee ("ARC") to review the Application and the Application Rider, to be composed of two or more board members, or one board member and one owner; the ARC may approve or disapprove the application. If deemed required by the President, the President shall submit the application to the full board for determination. Once an application is approved or disapproved, the determination shall be filed with the Manager. Such approval or disapproval shall be subject to the following conditions:

1. Within forty-five (45) days subsequent to completion of service upon the Association's manager of the written Application, Rider and fee, plus all required documentation, and service of copies upon the President and Secretary, the Board shall either approve or disapprove the proposed installation of the Hurricane Shutter.
2. The Board's time to act shall be extended should it notify the applicant that it has a reasonable doubt as to the accuracy, soundness or appropriateness of any portion of the Application, Rider or documentation. The time shall be extended until such reservations are resolved.
3. In the event the Board disapproves the proposed installation, the notice shall state the basis for the disapproval.
4. In the event the Board approves the proposed installation, construction shall commence within sixty (60) days subsequent to receipt of the Board's notice of approval. Failure to commence construction within the specified time shall be deemed an abandonment of the installation and a withdrawal of the request for the proposed installation; such failure shall be deemed to result in a disapproval of the proposed installation and the installation shall be prohibited. If such Owner reapplies, the Owner shall submit another Application, Rider, and required documentation, plus a reapplication fee of \$100.
5. No later than thirty (30) days after completion of the installation of Hurricane Shutters, the Owner shall submit a certification from the installer to the Association that the Hurricane Shutters have been installed (a) in accordance with the approved plans, the submitted forms and documents, and the applicable building codes, (b) in strict compliance with the above referenced P.E.D., and (c) done in a workmanlike manner.

The failure to provide such certification shall be deemed to result in a revocation of the permission given, require the removal of the shutter and the restoration of the property to its condition prior to the performance of the work, and permit the Association to pursue any remedies as the Association may choose to pursue.

6. A failure to provide such installer's post-installation certification or a certification satisfactory to the board shall be deemed a revocation of the permission given and require the removal of the shutter and the restoration of the property to its condition prior to the performance of the work and shall permit the Association to pursue any remedies as the Association may choose to pursue.

### **E. Contractor Requirements**

1. No person (hereinafter "Contractor," which shall include any subcontractor) shall install, construct, affix, attach or place a Hurricane Shutter, unless such person is qualified to do so and holds an Occupational License required to perform such installation from the governmental agencies having jurisdiction over such type of work within Pinellas 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 \$1,000,000.00 per occurrence and Workers' Compensation Insurance in an amount not less than \$1,000,000.00. 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 insureds.
3. All insurance policies shall contain a clause requiring thirty (30) days prior notification to the Association in the event such policy or bond 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 Association.

### **F. Construction Lien Law**

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. The applying Owner shall be fully responsible for compliance with such laws and, as a condition of approval, specifically agrees to indemnify the Association against any and all liens or other encumbrances occasioned by the installation.

### **G. Completion of Construction**

Installation of the Hurricane Shutter shall be completed within thirty (30) days subsequent to the commencement of construction. 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 in which case the installation/construction shall be prohibited and the proposed Hurricane Shutter shall be deemed disapproved; thereafter, the property shall be restored to its condition prior to the request at the expense of the Owner.

#### **H. Operation of Hurricane Shutters**

Hurricane Shutters shall, at all times, whether open or closed, be fastened securely in place in accordance with manufacturer, building code and installation requirements. Hurricane Shutters may only be closed when a storm is approaching and must be re-opened within seventy-two (72) hours of the storm's passage; such storm condition shall be established by an official "weather advisory" or higher alert issued by the National Oceanic and Atmospheric Administration for any portion of Pinellas County or the zone including the Tampa Bay area.

#### **I. Removal of Shutters**

Owner agrees to be responsible for all costs of removal and reinstallation of the Hurricane Shutters, or any portion thereof, if necessary, to allow the Association to fulfill its maintenance, repair and replacement duties as set forth under the Declaration of Condominium and Chapter 718, Florida Statutes. Owner further agrees that in the event that noncompliant Hurricane Shutters are removed, such Hurricane Shutters shall not be reinstalled.

#### **J. Disapproval and Remedies**

1. Disapproval of a Hurricane Shutter, for any reason, shall entitle the Association to remove the Hurricane Shutter, or any portion thereof, or bring an action to force the removal thereof, or force compliance as provided in the Condominium Documents, including, but not limited to, an action for an injunction or damages or both.
2. In the event of any action taken for or against the Association, the prevailing party in any such action shall be entitled to an award of attorneys' fees and costs.
3. 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.

Adopted March 4, 2022 - revised March 3, 2026

Reference number correction to read: FL12246-R5, approved 6/2/2022