

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

**RIDER APPLICATION FOR APPROVAL OF
INSTALLATION OF CERTAIN HURRICANE SHUTTERS
ON BALCONIES OR WALKWAYS
PRIOR TO MARCH 4, 2024
(To be submitted with Application for Renovation Approval)**

Unit Number:

Owner(s) Names and Email(s):

PROPOSED LOCATION(S) FOR INSTALLATION:

- Balcony Sliders
- Front Door
- Walkway Window

HURRICANE SHUTTER INFORMATION:

Brand:

Color:

Name and Address of Hurricane Shutter Manufacturer:

The Unit Owner (“Owner,” hereinafter embracing “owners”) acknowledge that this rider application will not be complete until the Owner submits: (1) a certification by the proposed installer that it will install the Nautilus Rolling Shutter System identified as FL12246-R5, drawing no. 20-064, Revision 1, dated June 8, 2020 (“referenced Nautilus Shutters”), and (2) payment in good funds of \$300.

The Owner Agrees to the Following Hurricane Shutter Limitations and Conditions:

WHEREAS, Owner desires to install Hurricane Shutters on the balcony and / or walkways of the exterior of the above Condominium unit, has submitted an Application for Renovation Approval together with this Application Rider for Hurricane Shutters, and has agreed to the obligations set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Association and Owner, the parties hereto agree as follows:

1. Owner has provided the Association with a complete set of all plans and specifications relative to the installation of Hurricane Shutters and a certification by the proposed installer that it will install the Nautilus Rolling Shutter System identified as FL12246-R5, drawing no. 20-064, Revision 1, dated June 8, 2020 (“referenced Nautilus Shutters”)
2. Owner assumes all responsibility for procuring, buying and/or obtaining all necessary Building or Zoning Permits, variances and adhering to any and all other procedures outlined for the construction and maintenance of the improvements described herein by all City, County, State or other governmental entities, including compliance, if required, with the Southern Standard Building Code.
3. Owner agrees to construct and maintain the Hurricane Shutters referred to herein in a first-class manner. Owner acknowledges that the Hurricane Shutter manufacturer recommends cleaning and lubrication at least every six months and more frequently for costal areas
http://palmbayaluminum.com/yahoo_site_admin/assets/docs/NAUTILUS_GENERAL_CLEANING_AND_MAINTENANCE_1.30152634.pdf.
4. The Association shall have the right, upon prior notice to Owner(s), to periodically inspect the shutters to verify compliance with the requirements herein. If Owner fails to maintain the Hurricane Shutters as required herein, after ten (10) days’ written notice from Association to Owner, Association shall have the right to perform, or have performed, any required maintenance or repair 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 nonpayment 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, maintenance or

removal of the Hurricane Shutters described above. Owner agrees to be responsible for all costs and expenses incurred in the installation, maintenance and continued first-class upkeep of the Hurricane Shutters, including any damage to 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.

6. 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 will be responsible for reasonable attorneys' fees and costs incurred by Association in enforcing any provisions of this Agreement, before or after the filing of suit and including, but not limited to fees and costs incurred in any appeals.
7. It is expressly understood and agreed by Owner that all of Owner's obligations, duties and liabilities contained herein, and in any Exhibit hereto, shall be binding upon Owner and his/her/their heirs, successors in interest, and assigns, and shall be a condition implied in any conveyance or other instrument affecting title of the Owner's Condominium Unit.
8. Owner acknowledges, understands and agrees to abide by the Resolution for Certain Hurricane Shutter Installations adopted by the Board of Directors and the Application for Renovation Approval, both incorporated by reference, and will make the installing contractors aware of same.
10. Owner agrees to notify all successors in title as to obligations created by this Agreement, and to permit the Association to disclose such information at such times as it deems prudent.
11. Acknowledging the obligations set forth herein and in the companion Application for Renovation Approval, Owner applies be permitted to proceed to install hurricane shutters for the referenced Unit in accord with the Resolution of the Board of Directors for Certain Hurricane Shutter Installations.

IN WITNESS WHEREOF, Owner causes this Rider Application to be executed and signed on the day and year set forth below.

UNIT OWNER (signature) _____

Print Name:

STATE OF FLORIDA / COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ____ day of _____ 2021, by _____, who is personally known to me

or who has produced _____
as identification and who did not take an oath.

Notary Public _____

Name of Notary

My Commission Expires:

UNIT OWNER (signature) _____

Print Name:

STATE OF FLORIDA / COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ____ day of _____ 2021,
by _____, who is personally known to me
or who has produced _____
as identification and who did not take an oath.

Notary Public _____

Name of Notary

My Commission Expires:

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The original requisite applications and all required exhibits and documens must be submitted to the Manager and a copy delivered or emailed to the Board President and Secretary.

() Approved / () Disapproved on behalf of Board:

Board Rep. #1 Signed, with date::

Board Rep. #2 Signed, with date:

If Disapproved, Reason for Disapproval:

Special Shutter Form (Adopted March 4, 2022)