

## REGATTA LANDING, A CONDOMINIUM

### RULES AND REGULATIONS FOR HURRICANE SHUTTERS

Pursuant to the powers vested in the Board of Directors of Regatta Landing Condominium Association, Inc., the following Rules and Regulations for Hurricane Shutters (the “**Hurricane Shutter Rules**”) have been adopted by the Board of Directors. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration of Condominium for Regatta Landing, a Condominium, as amended (the “**Declaration**”). In the event of any conflict between the Hurricane Shutter Rules and the Declaration, the Declaration shall control.

#### References:

1. Section 718.113(5), Florida Statutes that states, in part, that “Each board of administration shall adopt hurricane shutter specifications for each building within each condominium operated by the association which shall include color, style, and other factors deemed relevant by the board.”
2. Rules and Regulations, Section 11, Hurricane Preparation, states: “Upon issuance of an official hurricane warning, each Unit Owner shall take all actions necessary to prepare his Unit for any such hurricane, including, without limitation, putting up hurricane shutters (as originally installed or which are otherwise approved in writing by the Condominium Association), removing all objections from patios, courtyard, terraces, back yards, front yards, entryways and/or covered entry ways which will not be secured.”
3. Rules and Regulations, Section 19, Alterations, states: “No Unit Owner or occupant of a Unit shall install wiring for electrical or telephone installations... except as authorized, in writing, by the Board of Directors of the Condominium Association.”
4. Declaration, Section 10.3, Use Restrictions, states “No changes may be made in buildings erected by Developer... without the consent of the Architectural Control Board.”
5. The Home Builder’s Limited Warranty does not cover changes, additions, or alterations made to the Home or the Common Elements by anyone after the Warranty Period begins. Changes to warrantable items will void warranty for the changed item.

**Definition:** The term “Hurricane Shutter” shall mean any device, permanently or temporarily affixed or attached to the exterior of a building used as protection against storm damage (i.e., water penetration by driven rain, wind damage or damage from physical objects, projectiles carried by wind or storm, etc.).

**Windows/Doors:** All exterior windows and doors are to be hurricane rated “impact” windows and doors, with the frame and window style matching the existing building color and style. Hurricane shutters are only permitted on patios/lanais and are not permitted over exterior “impact” windows and doors.

**Specifications for Hurricane Shutters:** No Hurricane Shutter types except those approved by the Board of Directors shall be permitted. The following Hurricane Shutter specifications are permissible on patios/lanais:

- The framing for shutters should match the interior color of the lanai paint.
- Mounted to “inside” of tie beam, “inside” the lanai, so as not to be in plain view from the exterior.
- Must NOT be mounted to ceiling, or have any other penetrations through ceiling or protective fire walls/barriers.
- Vertical posts and/or shutter roll down guides must be aligned with existing columns or posts, as to keep them hidden, and not in plain view from the exterior.
- Shutter designs and specifications must be approved by the Board.
- Any alteration from an approved design must be removed at the Owner’s expense.
- Hurricane Shutters shall NOT be visible from outside the Condominium Unit while they are not in active use.

**Maintenance and Owner Obligations:** As a condition of approval, all Owners of a Unit requesting installation of Hurricane Shutters agree to maintain the Hurricane Shutters. If the Hurricane Shutters are removed from the Unit, the Owner agrees to return the building to its original condition (i.e., no holes are left in walls; no unpainted areas, etc.).

**Installation Requests:** Any Owner desiring a Hurricane Shutter installation shall submit a written request form to the Property Management company no less than fourteen (14) days prior to the proposed commencement of installation. The Board will then review and approve/modify/reject the request. The written request shall contain the following:

1. Name and address of the person desiring the Hurricane Shutter,
2. Unit number to which the Hurricane Shutter will be installed,
3. Name, address, telephone number, proof of insurance and state license number of the proposed contractor and proposed subcontractors who will install the Hurricane Shutter,
4. Proposed location(s) for installation of the Hurricane Shutter,
5. Proposed type, style, brand, color, material and name and address of the manufacturer of the Hurricane Shutter, including a brochure of the proposed shutter & installation method, and
6. Proposed manner of installation of the Hurricane Shutter.

**Technical Compliance:** The Hurricane Shutter and the installation will conform, in all respects, to the State's Minimum Building Codes. All Hurricane Shutter installations must be permitted with Collier County. This is the responsibility of the contractor. Any fines related to not obtaining the appropriate building permits will be the responsibility of the Owner. Hurricane Shutters shall, at all times, whether open or closed, be fastened securely in place in accordance with manufacturer, building code and installation requirements. Any approval by the Board shall not be deemed an endorsement of the effectiveness of Hurricane Shutters.

**Contractor Requirements:** No Person or contractor shall install, construct, affix, attach, place or replaces a Hurricane Shutter, unless authorized by the manufacturer as a qualified manufacturer's installer, licensed and insured. 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 requesting Owner shall be fully responsible for compliance with such laws and, as a condition of approval, specifically agrees to indemnify the Association against any liens or other encumbrances occasioned by the installation. All contractors, subcontractors and building trades working at the Condominium must carry public liability insurance with limits of at least \$1,000,000 which provides that the Association is an additional named insured. Contractors must also carry workers compensation coverage (unless the job is performed entirely by a single self-employed person).

**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, Condominium Association property or the property of other Owners arising out of or concerning the construction, installation or maintenance of the Hurricane Shutter.

**Miscellaneous/Remedies:**

1. The Association shall not be required to approve or permit any Hurricane Shutter, unless and until the person requesting the installation has fully and completely complied with each and every provision of these Hurricane Shutter 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 an action to force the removal thereof, or force compliance with these Hurricane Shutter Rules, as provided in the Condominium Documents including, but not limited to, an action for an injunction or damages or both. The prevailing party to any such action shall be entitled to an award of attorney's fees and costs.
3. No contractor, subcontractor, laborer or material person shall be permitted entry upon the condominium property, for purposes of actual installation, construction or delivery of materials, unless and until, the proposed Hurricane Shutter installation request has been approved by the Association.
4. Nothing in these Hurricane Shutter 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.
5. The Board of Directors must be notified of installation delays.