

**RULES AND REGULATIONS
HURRICANE SHUTTER INSTALLATIONS**

WHEREAS, Section 718.113(5), Florida Statutes specifically authorizes the Board of Directors to 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.

NOW THEREFORE, the Board of Directors of Cottages at Winding Creek Condominium Association, Inc. hereby establishes the following rules governing the installation of Hurricane Shutters:

Definition

“Hurricane Shutter” shall mean any device, installation, equipment, or appliance, whether permanently or temporarily affixed or attached in any manner to any portion of the exterior of the building or any portion of the building so as to be visible from the exterior of the 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) by completing an “Application for Approval to Install Hurricane Shutters” (attached hereto as Exhibit “A”) not less than thirty (30) days prior to the proposed commencement of 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 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) who will install the Hurricane Shutter, and (2) the insurance certificate of the proposed contractor (and, if applicable, the subcontractor).
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 estimated cost of such engineer’s review within five (5) days of receipt of notice from the Board. Failure to pay the cost for the engineer’s review within thirty (30) days subsequent to receipt of the Board’s notice shall be deemed a withdrawal of the request for installation

of the Hurricane Shutter. The Board shall be relieved from the requirement to approve or disapprove the proposed installation if said engineering fees are not paid.

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. 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 and accompanying documentation). Good cause may include, but shall not be limited to, the engineer's inability to timely review the documentation. The Board shall send notice to the person requesting the proposed installation, whether the installation is approved or disapproved. In the event the Board shall disapprove the proposed installation, the notice shall state the basis for the disapproval. The Board may promulgate, and amend, from time to time, any forms it deems appropriate to convey its approval or disapproval of requests to install hurricane shutters.
5. 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, a withdrawal of the request for the proposed installation, a disapproval of the proposed installation, and the installation shall be prohibited. A person deemed to have abandoned the installation shall be required to submit another written request for a proposed installation in accordance with these Rules and Regulations.

Maintenance and Owner Obligations

As a condition of approval, the owner of a unit requesting installation of Hurricane Shutters shall be responsible for the insurance, maintenance, repair and replacement of the Hurricane Shutters.

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 within the County in which the Condominium is located and holds a Certificate of Competency from the State of Florida or St. Johns 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 in an amount not less than \$300,000.00, and Automobile Liability Insurance, including non-owned automobiles, 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-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 Board.

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 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.

Completion of Construction

Construction 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, the installation/construction shall be prohibited, and the proposed Hurricane Shutter shall be deemed disapproved.

Operation of Hurricane Shutter

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. 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.

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.

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.

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 herein.

Miscellaneous Remedies

Any Unit Owner seeking approval for shutters shall sign an Application in which he/she agrees to comply with this Resolution (plus any Rules and Regulations of the Association) 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.
2. Owner assumes all responsibility for procuring, buying and/or obtaining a necessary Building or Zoning Permits, variances and adherence 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, and Association shall have the right, upon prior notice to Owner, to periodically inspect the shutters to verify compliance with this requirement. 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 non-payment of condominium assessments.
4. 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.
5. 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.
6. 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.
7. 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, unless and until the proposed Hurricane Shutter has been approved by the Association.

EXHIBIT "A"
APPROVAL OF INSTALLATION OF HURRICANE SHUTTERS
AND AGREEMENT FOR MAINTENANCE

WITNESSETH:

WHEREAS, Cottages at Winding Creek Condominium Association, Inc. (hereinafter referred to as "Association") is the corporate entity responsible for the operation and maintenance of Cottages at Winding Creek Condominium (hereinafter referred to as "Condominium") according to the Update of Declaration of Condominium thereof as recorded in O.R. Book 3001, Page 682 of the Public Records of St. Johns County, Florida; as amended and

WHEREAS, (hereinafter referred to as "Owner") is the record title holder of Unit in Hillsboro Cove Condominium; and

WHEREAS, Owner desires to install hurricane shutters on the exterior of the Condominium as allowed by the provisions of the Condominium Act and the provisions of the Declaration; and

WHEREAS, Association and Owner desire to more fully set forth their legal obligations relative to said proposed installation of hurricane shutters:

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. The above recitations are true and correct, and incorporated herein.
2. Owner agrees to provide Association with a complete set of all plans and specifications relative to the installation of hurricane shutters. After review of same, in consideration of Association granting permission and approval of installation of said hurricane shutters, Owner does hereby covenant and agree as follows:
 - a. Owner agrees to be responsible for all costs and expenses incurred in the installation, maintenance and continued first-class upkeep of the hurricane shutters.
 - b. Owner assumes all responsibility for procuring, buying and/or obtaining all necessary Building or Zoning Permits, variances and adherence 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.
 - c. Owner agrees to construct and maintain the hurricane shutters referred to herein in a first class manner, and Association shall have the right, upon prior notice to Owner, to

periodically inspect the shutters to verify compliance with this requirement. 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.

d. 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.

e. 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.

f. 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.

g. It is expressly understood and agreed by Owner that this instrument shall be binding upon Owner and his heirs, successors in interest, and assigns, and shall be a condition implied in any conveyance or other instrument affecting title of the aforesaid condominium unit.

h. 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.

IN WITNESS WHEREOF, Owner and Association have caused this covenant to be executed and signed the day and year first set forth above.

WITNESSES (TWO):

Signature

Printed Name

Signature

COTTAGES AT WINDING CREEK
CONDOMINIUM ASSOCIATION, INC.

BY:

ITS:

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

OWNERS

PRINT: _____

PRINT: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____ 20__ by _____, as President of Cottages at Winding Creek Condominium Association, Inc., 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: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____ 20__
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: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____ 20__
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: _____

EXHIBIT “B”
TECHNICAL SPECIFICATIONS FOR HURRICANE SHUTTERS

1. The materials, equipment, installation and construction of hurricane shutters installed on any property subject to the rules of the Association shall conform in all respects with the Florida Building Code and any applicable requirements of construction established by the St. Johns County government agency having jurisdiction over construction in the Condominium related to the wind load requirements for hurricane shutters.

2. Further specifications are as follows:

[This will need to be completed with the assistance of an engineer. Such information usually specifically details shutter types, installation locations, color, materials, etc.]