

There is an item on the ballot for the annual owners' meeting about hurricane impact glass. It reads as follows: *Do you approve replacing the windows and doors that are covered by insurance to be replaced with ES impact windows and doors, with the additional cost to be paid by the unit owner of the unit receiving the windows and doors?*

Keep This In Mind

The board understands that there are unanswered questions about window replacement. In this eBlast we hope to shed some light on those questions. But first, let's emphasize some points:

- ADU brought back the Citizens adjuster last month to let him see the damage that was uncovered during the demolition. ADU also pointed out errors in the adjuster's original estimate. We are now waiting for the revised adjuster's report. We don't know how long it will take to get it.
- Citizens, in its 12/9/2022 settlement offer, did not provide the value of hurricane impact glass. Instead, their valuation was based on like condominium property as originally installed, or replacement of like kind and quality. That is the standard set by Florida State Statutes and by HBBC's condominium documents. The December settlement provided \$269,949.80 for 386 windows and \$110,981.73 for 81 sliding doors. This settlement will offset the total cost of impact windows. The credit will be applied to units whose windows and/or doors were included in the settlement. This amount will not be divided equally. Again, we are still waiting for the revised numbers from the Citizens adjuster. It will be based, hopefully, on 100% of all windows and doors. We have no control over when that report will be ready. We do know the revised settlement will be higher. We just don't know how much higher.
- ADU continues to work towards a settlement from Citizens that is based on the full value of hurricane impact windows rather than the type of windows installed by the developer. ADU feels that we have high enough building limits on our policy to include what we need for impact glass windows. They just have to get Citizens to agree.
- You are probably asking why Citizens would agree to that when they don't have to. That is a good question. Citizens is owned by the government of the State of Florida. It is the market of last resort for policyholders who could not get coverage in the established market. As such, there is a definite political element behind dealing with Citizens. It is widely held that Citizens does not want to be wrapped up in litigation. Besides, the building code calls for better protection than our old windows. It's not a matter of just wanting them. We need them! Citizens has been fair with us so far. They may approve the extra expense to provide impact windows just to avoid the time and expense of litigation. We may

ultimately have to have the association's general counsel send them a letter advising that we are willing to litigate the matter. We aren't at that point yet. All we can do right now is wait for the revised adjuster's report—and hope!

- Citizens has already applied the “matching rule” to our claim. They are not just offering to replace the broken windows; they are replacing all the windows at that elevation in the building. Again, the revised report that we are waiting for will give us a better picture of how close we are to being able to replace 100% of the openings with at least some insurance contribution.
- An estimate was obtained by the board for replacement of all windows. Each vendor applied a substantial discount due to the size of the order. **Less than full participation will reduce the discount.** Of course the vendor discount is extended even if you didn't have any broken windows. Window costs will be discussed later in this eBlast.
- Replacement of any window cannot happen without a permit issued by Charlotte County. We aren't quite sure yet how they will apply the 2020 Florida Building Code. The board has been told verbally that the county will only require us to replace the windows that are broken. That requirement includes all windows in the same opening as the broken window. There are three windows in the upstairs front opening. All would have to be replaced according to the county code even if only one is broken. We have nothing in writing to back this up. The permits have not been applied for because the details related to the replacement window being used need to be submitted for approval with the permit application. Again, all we have from the county is their verbal responses. Approval of the ES windows on the ballot item will allow the permit requests to be submitted with the documentation that is required.
- Of course, protecting all the windows is the goal. Hopefully, we have learned our lesson and will choose not to deal with all this level of damage ever again! Window protection is a crucial step in preparing for the next storm!

What's the Rush?

The next logical question is why we don't wait for this drama to play out. Impact windows are in high demand, especially since the landfalls of Hurricanes Ian and Nichole. The disaster area is widespread. A January 10th Associated Press published an article with the headline, “*Hurricane Ian fueled disaster damage that topped 156 billion on 2022.*” Ian alone accounted for 112.9 billion of the year's total disaster damages. The Florida Department of Insurance Regulation reports 100,052 insurance claims in Charlotte County alone. Lee County fared much worse with 238,663 reported insurance claims. The board felt that it is important to get the windows ordered so that they can be manufactured and delivered as soon as possible. Delays in getting the windows means delays in getting the all clear to inhabit the units.

Your next question is why we just don't order them. Our association documents only

allows the board authority to approve hurricane shutters. There are several reasons why the board wants an alternative to shutters.

- The combined cost for windows and shutters is higher than it is for just impact windows. Using shutters will basically double the installation bills and bargaining fees. The shutter installation is a completely separate process and crew than it is for window installation. It has been very hard to get a estimate for shutters. ADU has reached out to suppliers, but they don't recommend shutter on frame buildings.
- The problem with mounting shutters on frame is that there is no way to install them without going through the entire wooden casing. That creates an opening to the interior that is very difficult to seal. Caulk is not going to create a permanent seal and probably will have to be reapplied annually. We have to consider the upkeep costs in addition to the initial cost. Ultimately, water intrusion could still happen and result in costly repairs to the interior of the unit.
- Shutters serve no good if they are not deployed prior to evacuating the property. Most owners may not be there to close the shutters. It would take a large workforce to close every shutter in 102 units and the caretaker complex. We generally get a good amount of warning time if the hurricane crosses the Atlantic Ocean. Hurricanes can form in the Gulf of Mexico. Those storms may not leave us much of an advanced warning. Remember, there is a great amount of preparation for a hurricane other than closing shutters. Preparation is a big job! Preparation is a crucial job! Let's not cut corners!
- The benefits of impact windows go beyond the fact that they provide 24/7 protection 365 days a year. The sound proofing and insulation elements of the product are highly desirable. Another benefit is the extra power we have to negotiate insurance costs if ALL of our windows are impact glass. That is a benefit that will save us money year after year, after year.... All windows have to be impact glass for this leverage to be realized. All leverage evaporates for the owners in the building if even one owner does not have impact glass.

The Ballot

It was the advice of the association's general counsel that the change from shutters to impact glass windows constitutes an upgrade to the association. As such, the association documents mandate that it must be put up for a vote of the owners. The ballot question itself was drafted by the board. We felt that the fairest way to shoulder the burden was for every owner to bear their own expense. Here's why we felt that way.

- The cost of window replacement is going to be higher for the end units because they have more windows. These units have 14 pieces of glass. The interior units only have 7 pieces.

Exterior:

- 3rd floor
 - 2 abutting windows on the end side
 - 3 abutting windows on the front side
 - 2 windows on the back side
- 2nd floor
 - 3 windows on the side (living room, dining room, and kitchen)
 - 2 abutting windows in the bedroom
 - 2 sliding glass door

▪ Interior Units:

- 3rd floor
 - 3 abutting windows in the front
 - 2 windows in the back
- 2nd floor
 - 2 sliding glass doors

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- In addition, the units facing the Gulf of Mexico have to have specially tinted glass that will mask light intrusion to the beach. Officials feel strongly that the light intrusion will confuse endangered sea turtle hatchlings emerging from their nests. The full moon over the water is thought to be their guide to the water. Bright lights from the land cause them to get confused and go the wrong way leading to their death. The tinting is part of the building code. It is referred to as turtle glass. The extra cost related to turtle glass is 15% - 20%.

The board's line of thought has been challenged by some. They want the expense to be assessed as a common expense. Our documents would then require the assessment to be split evenly between all 102 owners. It would also make it possible to drain reserve money and redirect it to the cost of the windows. Not that our reserves would cover the cost, but the depletion of reserves will put us in a dangerous position for any future major project. Can you imagine waiting to get the sewer plant online until an assessment can be passed, invoiced, and collected?

The board is currently reviewing this challenge with the association's general counsel and will not comment further until all lines of questioning are complete. An eBlast will be distributed when the ongoing discussion is completed.

Costs

The board has considered estimates from the following vendors. The ADU quote for ES windows is the one the board is putting forward and appears in the ballot for the owners' approval.

- ES Glass (622 aluminum single hung windows and 204 sliders) submitted by

ADU is \$1,600,000 plus 15-20% for turtle glass, but including material, labor, and permits. It also includes barging and removal of old windows.

- PGT (622 vinyl double hung windows and 204 sliders) submitted by GJC Windows is \$2,717,072 including material--with 100% turtle glass, labor, and permits. It does not include barging and removal of old windows.
- PGT (622 aluminum double hung windows and 204 sliders) submitted by GJC Windows is \$1,640,690 including materials--with 100% turtle glass, labor and permits. It does not include barging and removal of old windows.
- ES Glass (610 aluminum windows single hung and 204 sliders) submitted by Englewood Glass is \$1,519,614.52. It included turtle glass, but there were quite a few omission in this quote. The glass in the caretaker complex was left out entirely. The cost of installation, permitting, barging, the cost of permits and removal of old windows were not included.
- Custom Window Systems (306 vinyl single hung windows and 40 sliders) submitted by Absolute Windows is \$656,596 including turtle glass. Additional \$450 per window to replace exterior trim, includes materials, trim & labor). Price does not include permits, barging, scaffolds, paint, or barging costs.

Attached to the email is some product detail on the ES Glass options from ADU. They provided a comparison between the ES product to the PGT product.

What Happens if the Majority Vote No?

- The board can move forward with ordering shutters. Please remember that is expected to cost more and shutters will provide no protection if they are not closed before landfall. Shutters are NOT covered by insurance and will also result in additional cost to owners, or
- The board can listen to the feedback given from the owners and try to incorporate that into a second ballot. Just remember, this will further delay ordering the windows that we need. Hopefully, we won't have to send out a second ballot.

Final Thoughts

This is an opportunity that, hopefully, we will never get again. The insurance claim provides substantial contributions to the final cost. ADU already has all we need to barge over the materials needed. Most importantly, we can negotiate the best pricing since we are ordering all windows at once. You will NOT get pricing this low if you negotiate for just your one unit.

Just so you know, our documents do not allow owners to make changes to the elements of the association without written approval from the association. The following passage is from HBBC's Declaration of Condominium document (page 16 & 17) under Section XIII-Maintenance and Repair:

However, the replacement and repair of Unit exterior surfaces excluding screens,

but including doors and windows shall be the Unit Owner's expense and subject to association written approval, if such replacement changes or alters the existing exterior appearance.

Please reread that passage and keep in mind that the association's general counsel is telling the board that we have to have permission to make this change for storm related damage. It is logical to extend that legal advice to mandate that any owner that changes the exterior windows will need written approval from the association. Bypassing this whole process and ordering your own windows is not going to solve anything.

Granted, there is a great deal of information provided here and in the attachments. It is likely that you will still have more questions. Some of them we may be able to answer and others we won't. For example, we don't know if we can convince Citizens to pay the total cost of impact glass windows. If not, we don't know yet how much they will give us to apply toward the cost of impact windows. That's just beyond our power to answer yet. All we can do is try to move forward with the best information we have. The alternative is to wait longer and delay the restoration of our homes. It quite the dilemma!

The Board



STANDARD LIMITED WARRANTY

Exceptions, Limitations, Exclusions, Qualifications

1. This warranty covers only products and components supplied by ES WINDOWS LLC. Waiver by ES WINDOWS LLC of any terms, or any breach of any of the terms, of this Limited Warranty for any project shall not be construed as a waiver of any other breach of that of any other project.
2. Windows & doors: Corrosion of any product or component caused by exposure to salt atmosphere, acid rain, alkaline, or other extreme condition (s) is not covered. Windows & doors must be washed with tap water at least once every six months; a service invoice and public record must be provided as proof that cleaning procedure has been carried out in a timely manner, for warranty to apply.
3. Finish: This Warranty covers factory applied finishes or exposed aluminum surfaces against peeling, checking, cracking, chalking and change of color per applicable AAMA Specifications 2603, 2605 in force at the time of bidding. This limited warranty applies only when finish types recommended for the atmospheric environment of the project site are used. ES WINDOWS LLC reserves the right to re-finish defective components in the field, using air-dry products.
4. Glass: This warranty covers glass purchased and factory glazed by ES WINDOWS LLC, under the following specifications:
 - o Insulating glass is covered against seal failure
 - o Laminated glass covered against de-lamination
 - o Spandrel glass coating is covered against peeling, cracking or coating deterioration.
5. Screens: Screens and screen frame components carry a limited one (1) year warranty against defective materials and workmanship, regardless of the length of the warranty on the remainder of the project.
6. ESWINDOWS LLC WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES. The warranty of the repaired or replaced windows & doors or components will be limited to the remainder of the original warranty period. ESWINDOWS LLC reserves the right to reasonable field access to diagnose and repair any product alleged to be defective; and to substitute

similar replacement components for those no longer available. For the purpose of this warranty, field activities are any that do not occur within the ES WINDOWS LLC factory.

o Cleaning and final adjustments are not the responsibility of ES WINDOWS LLC and are not covered by this warranty. Improper layout, installation or maintenance voids this warranty.

7. This warranty does not apply to, and ES WINDOWS LLC expressly assumes no responsibility for circumstances outside of control by ES WINDOWS LLC, including but not limited to: product failure due to improper usage, handling or storage, incompatibility between materials, improper building construction, excessive building movements, failure to provide routine, documented and reasonable maintenance and inspection, scratches or abrasions to the product, abnormal environment conditions, damage caused by water entry from sources outside ES WINDOWS LLC materials, fire or other casualty, physical damage, field fabrication, finishing or formed damages caused by any chemicals used on or around the product, government restrictions, acts of aggression, or acts of God. ESWINDOWS LLC will not be held liable for: any work performed or material supplied by others, architectural fees, consulting fees, back charges or remedial labor costs, without written pre-authorization by ES WINDOWS LLC. This warranty applies only if ES WINDOWS LLC is notified in writing within ninety (90) days after: a) discovery of defect (s), or b) the time at which defect (s) should have been discovered through reasonable diligence.
8. This warranty does not cover and ES WINDOWS LLC will not be liable for any damages whether to property or person, caused by or attributable to mold, mildew, fungi or any other toxins, not directly attributable to a defect in the ES WINDOWS LLC product. Further, under no circumstances, regardless of cause, shall ES WINDOWS LLC be liable for damages attributable to: mold, mildew, fungi or any other toxins, whether to person or property, where such damage or environment was known or, through responsible and regular inspection could have been known, regardless of the origin cause of damage.
9. The purchaser's exclusive remedy is limited to the legal remedies described in this warranty. ES WINDOWS LLC warranty will be void if full payment is not received within a commercially reasonable time frame. ES WINDOWS LLC MAKES NO OTHER WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING THE PRODUCT OR ITS SELECTION AND APPLICATION, INCLUDING BUT NOT LIMITED TO: COMPLIANCE WITH BUILDING CODES; SAFETY CODES, LAWS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No employee, representative, agent or distributor of ES WINDOWS LLC, other than the president, is authorized to modify this limited warranty. IN NO EVENT WILL ES WINDOWS LLC AGGREGATE LIABILITY, UNDER THIS WARRANTY, EXCEED THE ORIGINAL

PURCHASER'S PAYMENT TO ES WINDOWS LLC. This warranty is provided in lieu of any other warranty requirements or obligations, including those of Project Specifications or General Conditions of Contract Documents.

10. In the event that any provision of this Warranty is determined to be invalid, illegal or Otherwise unenforceable for any reason, such determination shall not affect the validity or enforceability of any remaining provisions.
 11. ES WINDOWS LLC reserves the right to deem the Warranty invalid if not accompanied by a bill of sale or documentation, which constitutes a legal agreement between the client and ES WINDOWS LLC.
 12. Length of warranty is determined specifically for each project and is noted below.
 13. The one-year warranty with all its components starts the minute it is shipped from the ES WINDOWS LLC facilities, as long as all the conditions above are met in the present warranty, unless otherwise specified.
- (*) If the project is located in a sea coastline, sea salt will damage the aluminum panels; therefore we recommend using KYNAR paint.

Your Remedy

In the event that ES WINDOWS LLC windows & doors or components are found to be defective, ES WINDOWS LLC will repair or provide replacements, at our option, without charge.

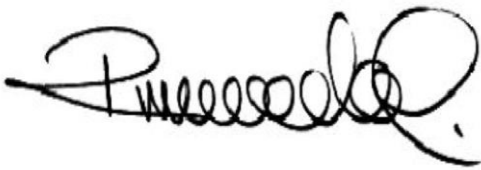
Strength of Warranty

This warranty is exclusive to ES WINDOWS LLC and non-pro rated for its entire term except as otherwise noted herein. In non-residential occupancies, this warranty may be extended directly to the owner and passed on to subsequent owners through its length. In residential occupancies, this warranty applies only to the original purchaser and is not assignable or transferable. This warranty covers only products and components supplied by ES WINDOWS LLC. Waiver by ES WINDOWS LLC of any terms, or any breach of any of the terms, of this Limited Warranty for any project shall not be construed as a waiver of any other breach of that of any other project.

Project Name and Number:

Effective Date:

By ES WINDOWS LLC

A handwritten signature in black ink, appearing to read 'Roberto Mercado', with a stylized, cursive script.

Signed: Roberto Mercado

Title: Quality control manager

Date Signed:

Warranty Period(s): Window parts and components other than Aluminum and Glass (1 year); Kynar Finish (10 years); SGP Glass (10 years); PVB Glass (5 years); Anodized (1 year); Polycron (3 years); Wood grain (3 years); Duranar (10 years); Insulated Glass (5 years).

Exclusion: The warranty for Sloped Glazing is 5 years as an Industry Standard; there is a higher risk of moisture penetration when using laminated glass.

Film Characteristics and Properties of Our Paint

Film Characteristics	AMMA # 2603	AMMA # 2605
Weathering Period (45 South Florida)	1 year	
Allowable Color Change	Slight	< 5 delta E hunter units per ASTM D 2244 Section 6.3
Chalking	Not specified	<#8 for colors, #6 for whites per ASTM D4214
Glass Retention	Not specified	
Hardness (Pencil)	2H-4H	F Minimum per ASTM D 3363
Dry Film Thickness (MIN)	0.8 MIL	25-30 microns per ASTM D 1400 May vary slightly per color
Salt Spray Resistance	1500 Hours Exposure	<7 creepage on scribe/cut edge < #8 blisters on face per ASTM B 117
Humidity Resistance	1500 Hours Exposure	< #8 blisters on face after 4000 hours @ 38 degrees C per ASTM D 4585
Abrasion Resistance	Not Specified	> 40 liters falling sand per ASTM D968
Chemical Resistance	Not Specified	<p>-No blisters or color change after 15 minutes exposure 10% muriatic acid</p> <p>-Mortar resistance (per ASTM C 207): Removes easily after 24 hours on painted surface. Residue can be wiped off easily with 10% muriatic acid. Some slight discoloration may occur depending on color; consult PPG.</p> <p>-Nitric acid: No color change after 30 min exposure to 70% ACS reagent grade followed by tap water rinse & one hour recovery.</p> <p>-Detergent resistance: No blistering or adhesion loss after 72 hours immersion 3% solutions per ASTM D 3359.</p> <p>-Window & doors cleaner resistance: No blistering change of appearance or adhesion loss after 24 hour exposure to 10 drops of solution followed by tap water rinse & four hour recovery.</p>
Solvent Resistance	Not Specified	50 double rubs minimum with MEK and Cheese cloth.
PVDF Content	30%	70% of resin backbone
Warranty	3 year film integrity only	5 years (subject to certain terms)

What are Impact Resistant Windows?

Impact-resistant windows are also known as hurricane impact windows or simply impact windows. They are specifically designed to offer superior protection against severe weather and theft, and an added bonus is that they reduce sound to give you a more peaceful time in your home. These kinds of windows also offer improved insulation that will reduce energy bills, keeping you warmer in winter and cooler in summer. Impact-resistant windows are also known as hurricane impact windows or simply impact windows. They are specifically designed to offer superior protection against severe weather and theft, and an added bonus is that they reduce sound to give you a more peaceful time in your home. These kinds of windows also offer improved insulation that will reduce energy bills, keeping you warmer in winter and cooler in summer. Impact-resistant windows will have heavy-duty frames made from vinyl or aluminum and glass that has been laminated with a silicon coating. Two sheets of glass will be used per window, which will be bonded together using a clear, high-tech bonding agent. All of this results in an exceptionally strong window that can withstand direct impact from objects, even when they come at the window at high speed, such as in a hurricane or if an item is intentionally thrown at the window. They are much less likely to shatter compared with standard windows. Even if the glass does crack under extreme pressure, it will all be held together by the coating to ensure that no shards of glass come loose and cause injury or create a gap where an intruder could access the property.

ES Windows

ES Windows was founded in 1984 as a solar heat company and moved into window production four years later. They began supplying hurricane-resistant impact windows in 2002, specially designed to comply with the requirements set by Miami Dade County. They are a Colombian-based company that supplies windows throughout South America, the USA, Europe, and an area of Asia. They are a highly regarded window supplier whose products are approved by NOA and NFRC.

PGT Windows

PGT Windows is a Florida-based company that is proudly recognized as the number one brand of impact-resistant windows and doors in the US. They were responsible for helping to write some of the most rigorous impact code requirements on the planet, and they hold more Miami Dade certifications than any other window supplier.

ES Windows and PGT Compared

Let's put these two well-established impact-resistant window suppliers against each other to see how they fare.

Certifications

Both ES Windows and PGT produce highly certified products that are sure to protect you and your family from all types of impact. The ES Windows product range has

passed all Miami Dade requirements, while PGT holds more Miami Dade certifications than any other impact product supplier in the industry. Both manufacturers offer low-E glass options, while ES Windows also boasts missile impact support.

Styles

Both of these impact window suppliers offer a wide range of styles and designs. They both offer vinyl and aluminum window frames, which can be chosen in any one of a multitude of colors and finishes. When it comes to choice, both of these companies score very highly, as they both offer a wide selection from which any homeowner would be able to find a style that suits their requirements. However, ES Windows do have a few more color and finish options than PGT Windows.

Warranty

Considering the high quality of products produced by both of these companies, it is unlikely you would ever need to claim on the warranty; however, it may give you more peace of mind to know that your windows are covered for a longer period of time

Cost

Both ES Windows and PGT Windows offer competitive prices. Bear in mind that because impact-resistant windows offer so much more protection and advantages compared with standard windows, they are going to cost significantly more than non-impact-resistant windows. However, many people agree that they cannot put a price on the safety and protection of their families.

ES Windows and PGT Windows are both excellent manufacturers of impact windows. In closing two window suppliers who are at the top of their game when it comes to impact-resistant windows.