



(954) 752-9443 (888) 505 0828

FLEET INSPECTIONS since 2007

Performing Residential & Commercial Property Inspections

CITIZENS BUILDING TYPE II AND III MITIGATION INSPECTION FORM

WIND LOSS MITIGATION INFORMATION

POLICY #:				
ADDRESS: 3540 S OCEAN BLVD, PALM BEACH FL 33480				
BUILDING DESCRIPTION:				
SUBJECT OF INSURANCE: LE CHATEAU ROYAL CONDO				
BUILDING#:	BUILDING TYPE: III (7 or more stories)	YEAR BUILT: 1974	# STORIES 9	PREMISES #

Terrain Exposure Category must be provided for each insured location.

I hereby certify that the building or unit at the address indicated above TERRAIN EXPOSURE CATEGORY as defined under the Florida Building Code is (Check One):

[X] Exposure C [] Exposure B

Certification below for purposes of TERRAIN EXPOSURE CATEGORY above does not require personal inspection of the premises.

Certification of Wind Speed is required to establish the basic wind speed of the location (Complete for Terrain B only if YearBuilt On or After Jan.1, 2002).

I hereby certify that the basic WIND SPEED of the building or unit at the address indicated above based upon county wind speed lines defined under the Florida Building Code (FBC) is (Check One):

[] >100 [] >110 **[X] >120**

I hereby certify that the building or unit at the address indicated above is designed and mitigated to the Florida Building Code (FBC) WIND DESIGN of (Check One)

Certification of Wind Design is required when the buildings is constructed in a manner to exceed the basic wind speed design for the structure location (Complete for Terrain B if Year Built On or After 1.1, 2002).

[] >100 [] >110 **[X] >120**

Certification for the purpose of establishing the basic WIND SPEED or WIND SPEED DESIGN above does not require personal inspection of the premises.

Specify the type of mitigation device(s) installed:

NOTE: Any documentation used in validating the compliance or existence of each construction or mitigation attribute must accompany this form. At least one photo documenting the existence of each visible and accessible construction or mitigation attribute marked in Sections 1 through 4 must accompany this form.

1. Roof Coverings

Roof Covering material: Built up

Date of Installation: 2013

Level A (Non FBC Equivalent) – Type II or III

One or more roof coverings that do not meet the FBC Equivalent definition requirements below.

[X] Level B (FBC Equivalent) – Type II or III

Single-Ply, Modified Bitumen, Sprayed Polyurethane foam, Metal, Tile, Built-up, Asphalt Shingle or Rolled Roofing, or other roof covering membranes/products that at a minimum meet the 2001 or later Florida Building Code or the 1994 South Florida Building Code and have a Miami-Dade NOA or FBC 2001 Product Approval listing that is/was current at the time of installation.

All mechanical equipment must be adequately tied to the roof deck to resist overturning and sliding during high winds. Any flat roof covering with flashing or coping must be mechanically attached to the structure with face fasteners (no clip/cleat systems), and asphalt roof coverings on flat roofs must be 10 years old or less.

3540 S OCEAN BLVD, PALM BEACH FL 33480

*This verification form is valid for up to five (5) years provided no material changes have been made to the structure or inaccuracies found on the form.

MIT-BT II & III (6/1/18)

DE0D14DC-2169-43AB-98AD-25906E81C1FA



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2. Roof Deck Attachment

Level A – Wood or Other Deck Type II only

Roof deck composed of sheets of structural panels (plywood or OSB).

Or

Architectural (non-structural) metal panels that require a solid decking to support weight and loads.

Or

Other roof decks that do not meet Levels B or C below.

Level B – Metal Deck Type II or III

Metal roof deck made of structural panels fastened to open-web steel bar joists and integrally attached to the wall

☒ Level C – Reinforced Concrete Roof Deck Type, II or III

A roof structure composed of cast-in-place or pre-cast structural concrete designed to be self-supporting and integrally attached to wall/support system.

3. Secondary Water Resistance

☒ Unknown

☐ Underlayment. A self-adhering polymer modified bitumen roofing underlayment (thin rubber sheets with peel & stick underside located beneath the roof covering and normal felt underlayment) with a minimum width of 6" meeting the requirements of ASTM D 1970 installed over all plywood/OSB joints to protect from water intrusion. All secondary water resistance products must be installed per the manufacturer's recommendations. Roofing felt or similar paper based products are not acceptable for secondary water resistance.

☐ Foamed Adhesive. A foamed polyurethane sheathing adhesive is applied over all joints in the roof sheathing to protect interior from water intrusion.

4. Opening Protection

☒ Class A (Hurricane Impact) – All glazed openings (windows, skylights, sliding glass doors, doors with windows, etc) less than 30 feet above grade must be protected with impact resistant coverings (e.g. shutters), impact resistant doors, and/or impact resistant glazing that meet the Large Missile (9 lb.) impact requirements of:

SSTD12;

ASTM E 1886 and ASTM E 1996;

Miami-Dade PA 201, 202, and 203;

☒ Florida Building Code TAS 201, 202 and 203;

All glazed openings less than 30 feet above grade shall meet the Large Missile Test standard referenced above. All glazed openings between 30 and 60 feet above grade must meet the Small Missile Test of the respective standard. For buildings located in the HVHZ (High Velocity Hurricane Zone) all glazed openings greater than 60 feet above grade must also meet the Small Missile Test of the respective standard.

Class B (Basic Impact) – All glazed openings (windows, skylights, sliding glass doors, doors with windows, etc) less than 30 feet above grade must be protected with impact resistant coverings (e.g. shutters), impact resistant doors, and/or impact resistant glazing that meet the Large Missile (4.5 lb.) impact requirements of:

ASTM E 1886 and ASTM E 1996

All glazed openings less than 30 feet above grade shall meet the Large Missile Test standard referenced above. All glazed openings between 30 and 60 feet above grade must meet the Small Missile Test of the respective standard. For buildings located in the HVHZ (High Velocity Hurricane Zone) all glazed openings greater than 60 feet above grade must also meet the Small Missile Test of the respective standard.

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CERTIFICATION

I certify that I hold an active license as a: **(CHECK ONE OF THE FOLLOWING)**

- ☒ **General or building contractor licensed under Section 489.111, Florida Statutes.**
☐ **Building code inspector certified under Section 468.607, Florida Statutes.**
☐ **Professional architect licensed under Section 481.213, Florida Statutes.**
☐ **Professional engineer licensed under Section 471.015, Florida Statutes.**

I also certify that I personally inspected the premises at the Location Address listed above on the inspection date provided on this Mitigation Inspection Form. In my professional opinion, based on my knowledge, information and belief, I certify that the above statements are true and correct. This Mitigation Inspection Form and the information set forth in it are provided solely for the purpose of verifying that certain structural or physical characteristics exist at the Location Address listed above and for the purpose of permitting the Named Insured to receive a property insurance premium discount on insurance provided by Citizens Property Insurance Corporation and for no other purpose. The undersigned does not make a health or safety certification or warranty, express or implied, of any kind, and nothing in this Form shall be construed to impose on the undersigned or on any entity to which the undersigned is affiliated any liability or obligation of any nature to the named insured or to any other person or entity.

Name of Company: Fleet Inspections **Phone:** (954) 752-9443
Name of Inspector Michael Digiorgio **License Type** CGC **License #** 033997

Inspection Date: 09/07/2023

Signature: 

Date: 09/07/2023

**Applicant /Insured's
Signature *:**

Date: 09/07/2023

*Applicant /Insured's signature must be from the Board President and another member of the board for condo and homeowner's associations or an officer of the named insured for all other business entities.

"Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree."

Inspector Notes / Comments:

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MIT-BT II & III (6/1/18)

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PHOTOS



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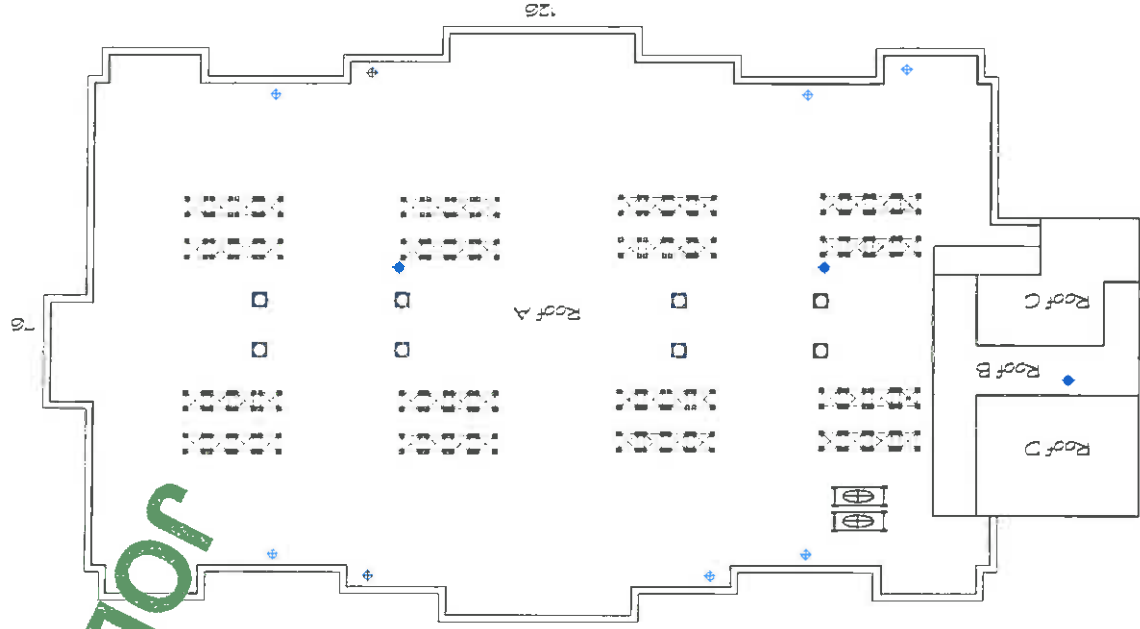
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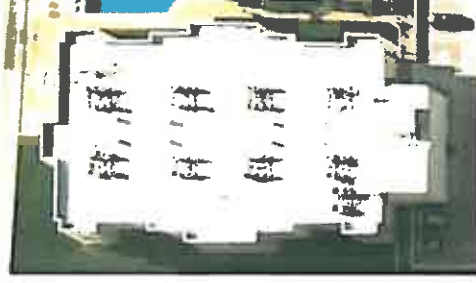
JOB COST FORM									
For Billing Purposes					Date: 2/14/2013				
Customer Information									
Customer Name:		Le Chateau Royal Condominium Association, Inc.							
Customer Address:		3540 South Ocean Blvd Palm Beach, FL. 33480							
Contact Name & Phone#:		Jack Backjel 561-585-3940							
Owner Information <i>Cyndi Campfield 561-585</i>									
Owner Name:		Same As Customer 3940							
Owner Address:									
Contact Name & Phone#:									
Billing Information									
Billing Address:		Same As Customer							
Contact Name & Phone#:									
Billing Method (AIA Form, Adv. Roofing Invoice, Owner or General Contractor's Form)									
AIA									
Billing Period (10th of the month, end of the month, etc.)					Monthly				
Project Profile									
Job Name:		Le Chateau Royal Condominium							
Job Address:		3540 South Ocean Blvd. Palm Beach, FL. 33480							
Roof Designer Name & Phone#:		United Professionals of America, Inc. 561-856-1936							
How did customer hear of A/R?		Previous Client							
Project Manager:		Guy C		Estimated By:		Guy C			
Is this a Pitch Job:		yes		RFP #:		10453			
Job#: 13-2010		Certified?		no		Bonded?		no	
Retention:		Work% 10		Materials% 10					
Roof Squares:		232		Warranty:		yes		A/R Inc.: 2 years	
Contract Amount:		\$ 463,820.00		Manufacturer:		20 years		Coverage: NDL	
Job Type:		Re-Roof		Approx. Start Date:		60 4		weeks	
Building Type:		Condo		LD:		yes		Time: 90 days	
Existing Roof System:		Single Ply TPO		Completion Date:		8		weeks	
New Roof System:		CTP & Gravel		Flashing:		Mod Bit			
Type of Insulation:		1/2" HDWF & 1.5" Iso		Access:		Tough			
Height of Building:		72'		Man Days		300			
Additional Information:									
Construction Mngr:				TBD		Sales Person		Guy C	

JOB COPY

Le Chateau Royal - East Tower



Main Roof Area A: 9,169 Sq. Ft.
Penthouses B - D: 1,158 Sq. Ft.
TOTAL ROOF AREA: 10,327 Sq. Ft.



Legend

Roof Type: Asphalt Shingles, Built-up, Single-ply, Green, etc.

Roof Slope: 0%, 12%, 24%, 36%, 48%, 60%, 72%, 84%, 96%, 108%, 120%, 144%, 168%, 192%, 216%, 240%, 264%, 288%, 312%, 336%, 360%

Roof Drainage: Downspout, Gutter, etc.

Roof Access: Staircase, Elevator, etc.

Roof Edge: Parapet, Curb, etc.

Roof Structure: Joist, Truss, etc.

Roof Foundation: Foundation, etc.

Roof Surroundings: Landscaping, etc.

ADVANCED ROOFING

ESTABLISHED 1988

10000 W. 10th Ave. Suite 100, Denver, CO 80231

781-555-1234

www.advancedroofing.com

East Tower

Le Chateau Royal

JP

Oct. 30, 2012

Florida Building Code 2010 Edition
High Velocity Hurricane Zone Uniform Permit Application Form

Section C (Low Sloped Roof System)

Fill In Specific Roof Assembly Components and Identify Manufacturer (If a component is not used, identify as "NA")

System Manufacturer: Durapax

NOA No.: 08.0610.03

Design Wind Pressures, From RAS 128 or Calculations:

Pmax1: -74.55 Pmax2: -110.11 Pmax3: -151.81

Max. Design Pressure, From the Specific NOA System: -285

Deck: Type: Concrete Gauge/Thickness: 8" Slope: Flat

Anchor/Base Sheet & No. of Ply(s): N/A

Anchor/Base Sheet Fastener/Bonding Material: N/A

Insulation Base Layer: ENRGY 3 ISO

Base Insulation Size and Thickness: 4'x 4'x 1.5"

Base Insulation Fastener/Bonding Material: Hot Asphalt

Top Insulation Layer: High Density Wood Fiber

Top Insulation Size and Thickness: 4'x 4'x 1/2"

Top Insulation Fastener/Bonding Material: Hot Asphalt

Base Sheet(s) & No. of Ply(s): Durapax Glass Fiber Base (1Ply)

Base Sheet Fastener/Bonding Material: Hot Asphalt

Ply Sheet(s) & No. of Ply(s): Durapax TC Glass Fiber Felt (3Plies)
Ply Sheet Fastener/Bonding Material: Coal Tar Pitch

Top Ply: N/A

Top Ply Fastener/ Bonding Material: N/A

Surfacing: Flood Coat Coal Tar Pitch & Embed Gravel

Fastener Spacing for Anchor/Base Sheet Attachment

Field: N/A" oc @ Lap, # Rows N/A @ N/A" oc

Perimeter: N/A" oc @ Lap, # Rows N/A @ N/A" oc

Corner: N/A" oc @ Lap, # Rows N/A @ N/A" oc

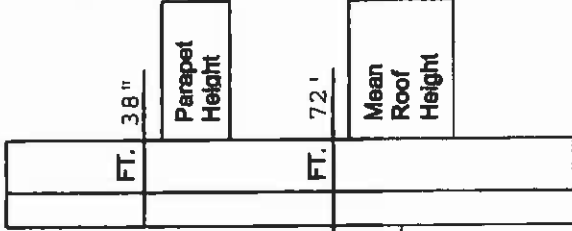
Number of Fasteners Per Insulation Board

Field N/A Perimeter N/A Corner N/A

Illustrate Components Noted and Details as Applicable:

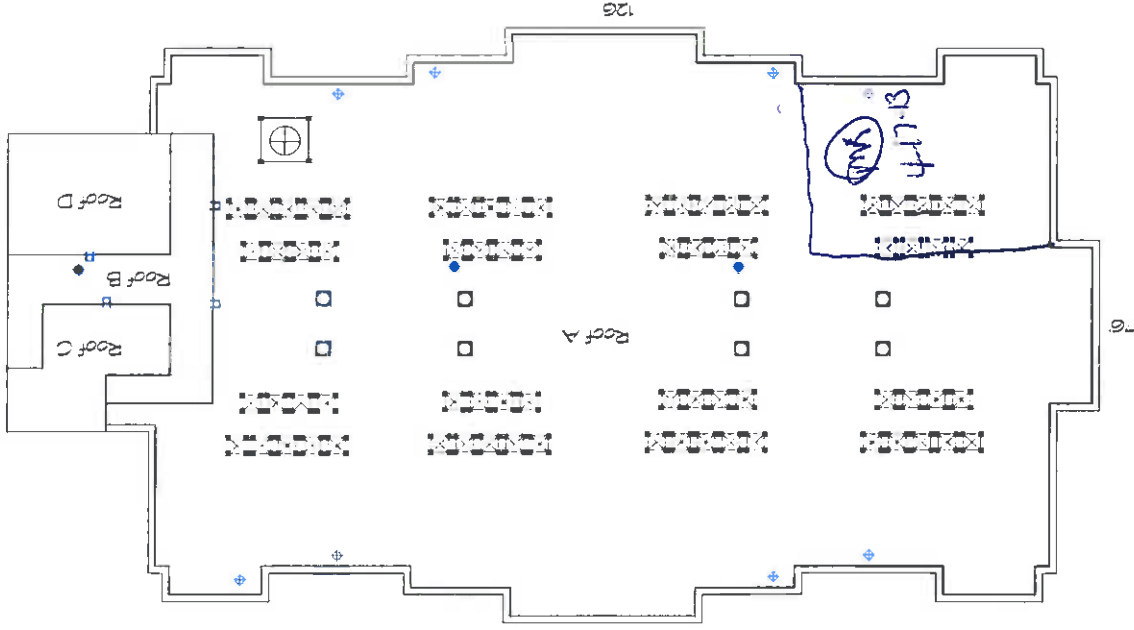
Woodblocking, Gutter, Edge Termination, Stripping, Flashing, Continuous Cleat, Cant Strip, Base Flashing, Counter- Flashing, Coping, Etc.

Indicate: Mean Roof Height, Parapet Height, Height of Base Flashing, Component Material, Material Thickness, Fastener Type, Fastener Spacing or Submit Manufacturers Details that Comply with RAS 111 and Chapter 18.



JOB COPY

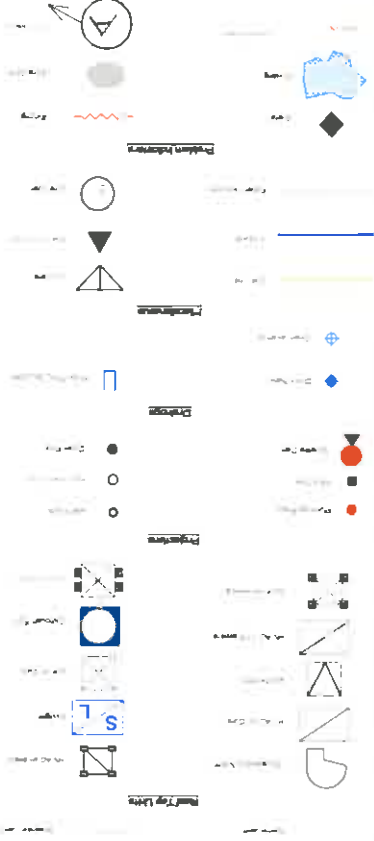
Le Chateau Royal - West Tower



Main Roof Area A: 9,217 Sq. Ft.
Penthouses B - D: 1,158 Sq. Ft.
TOTAL ROOF AREA: 10,375 Sq. Ft.



Legend



West Tower

Le Chateau Royal

JP

Oct. 30, 2012

Florida Building Code 2010 Edition
High Velocity Hurricane Zone Uniform Permit Application Form

Section C (Low Sloped Roof System)

Fill In Specific Roof Assembly Components and Identify Manufacturer (If a component is not used, identify as 'NA')

System Manufacturer: Durapax

NOA No.: 08.0610.03

Design Wind Pressures, From RAS 128 or Calculations:

Pmax1: 74.55 Pmax2: -110.11 Pmax3: -151.81

Max Design Pressure, From the Specific NOA System: -285

Deck: Type: Concrete Gauge/Thickness: 8" Slope: Flat

Anchor/Base Sheet & No. of Ply(s): N/A

Anchor/Base Sheet Fastener/Bonding Material: N/A

Insulation Base Layer: ENRGY 3 ISO

Base Insulation Size and Thickness: 4'x 4'x 1.5"

Base Insulation Fastener/Bonding Material: Hot Asphalt

Top Insulation Layer: High Density Wood Fiber

Top Insulation Size and Thickness: 4'x 4'x 1/2"

Top Insulation Fastener/Bonding Material: Hot Asphalt

Base Sheet(s) & No. of Ply(s): Durapax Glass Fiber Base (1Ply)

Base Sheet Fastener/Bonding Material: Hot Asphalt

Ply Sheet(s) & No. of Ply(s): Durapax TC Glass Fiber Felt (3Plies)
Ply Sheet Fastener/Bonding Material: Coal Tar Pitch

Top Ply: N/A

Top Ply Fastener/ Bonding Material: N/A

Surfacing: Flood Coat Coal Tar Pitch & Embed Gravel

Fastener Spacing for Anchor/Base Sheet Attachment

Field: N/A" oc @ Lap, # Rows N/A @ N/A" oc

Perimeter: N/A" oc @ Lap, # Rows N/A @ N/A" oc

Corner: N/A" oc @ Lap, # Rows N/A @ N/A" oc

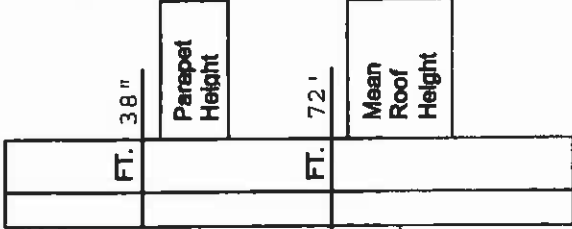
Number of Fasteners Per Insulation Board

Field N/A Perimeter N/A Corner N/A

Illustrate Components Noted and Details as Applicable:

Woodblocking, Gutter, Edge Termination, Stripping, Flashing, Continuous Cleat, Cant Strip, Base Flashing, Counter- Flashing, Coping, Etc.

Indicate: Mean Roof Height, Parapet Height, Height of Base Flashing, Component Material, Material Thickness, Fastener Type, Fastener Spacing or Submit Manufacturers Details that Comply with RAS 111 and Chapter 18.



SEE ATTACHED DETAIL

Florida Building Code 2010 Edition
High Velocity Hurricane Zone Uniform Permit Application Form

Section C (Low Sloped Roof System)

Fill In Specific Roof Assembly Components
and Identify Manufacturer

(If a component is not used, identify as "NA")

System Manufacturer: Durapax

NOA No.: 08.0610.03

Design Wind Pressures, From RAS 128 or Calculations:

Pmax1: 74.55 Pmax2: 110.11 Pmax3: 151.81

Max. Design Pressure, From the Specific NOA
System: -285

Deck: Type: Concrete

Gauge/Thickness: 8"

Slope: Flat

Anchor/Base Sheet & No. of Ply(s): N/A

Anchor/Base Sheet Fastener/Bonding Material:
N/A

Insulation Base Layer: ENRGY 3 ISO

Base Insulation Size and Thickness: 4'x 4'x 1.5"

Base Insulation Fastener/Bonding Material:
Hot Asphalt

Top Insulation Layer: High Density Wood Fiber

Top Insulation Size and Thickness: 4'x 4'x 1/2"

Top Insulation Fastener/Bonding Material:
Hot Asphalt

Base Sheet(s) & No. of Ply(s): Durapax Glass Fiber Base (1Ply)

Base Sheet Fastener/Bonding Material:
Hot Asphalt

Ply Sheet(s) & No. of Ply(s): Durapax TC Glass
Fiber Felt (3plies)

Ply Sheet Fastener/Bonding Material:
Coal Tar Pitch

Top Ply: N/A

Top Ply Fastener/ Bonding Material:
N/A

Surfacing: Flood Coat Coal Tar Pitch & Embed Gravel

Fastener Spacing for Anchor/Base Sheet
Attachment

Field: N/A" oc @ Lap, # Rows N/A @ N/A" oc

Perimeter: N/A" oc @ Lap, # Rows N/A @ N/A" oc

Corner: N/A" oc @ Lap, # Rows N/A @ N/A" oc

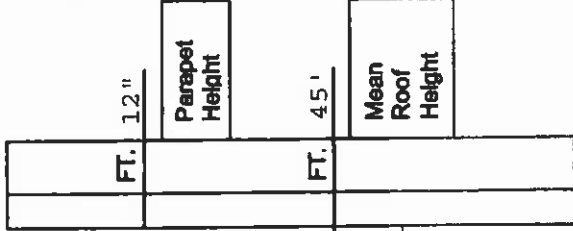
Number of Fasteners Per Insulation
Board

Field N/A Perimeter N/A Corner N/A

Illustrate Components Noted and
Details as Applicable:

Woodblocking, Gutter, Edge Termination,
Stripping, Flashing, Continuous Cleat, Cant
Strip, Base Flashing, Counter- Flashing,
Coping, Etc.

Indicate: Mean Roof Height, Parapet Height,
Height of Base Flashing, Component Material,
Material Thickness, Fastener Type, Fastener
Spacing or Submit Manufacturers Details that
Comply with RAS 111 and Chapter 16.



SEE ATTACHED DETAIL

GOLD ROOFING SYSTEM WARRANTY

Building: *La Chanteco Royal Condominium 2 Bldgs & Parking Reef*
Address: *3540 Swed Ocean Blvd., Palm Beach, FL 33480*

Warranty Number: *2013-430-01-FL-20*
Warranty Term: *20 years*

Owner: *La Chanteco Royal Condominium Association, Inc.*
Address: *3540 Swed Ocean Blvd., Palm Beach, FL 33480*

Effective Date: *September 1st, 2013*
Roofing specification: *RP-SI TC-38S*
Flashing specification: *B-500-A*

Authorized Contractor: *Advanced Roofing Inc.*

Address: *1950 N.W. 22nd Street, Fort Lauderdale, FL 33311*

DURAPAX LLC ("Durapax"), a Delaware Company, warrants to the above named Building Owner that when the Durapax Roofing System (Durapax coal tar felt, coal tar flashing) is installed and maintained in accordance with current Durapax specifications and details, Durapax, for the term of this Warranty, shall at its expense, repair or cause to be repaired a leak* in the Roofing System to the extent necessary to return the Roofing System to a watertight condition, subject to the conditions, exclusions and limitations set forth herein. Determination of the Roofing System caused by standing water alone is not excluded from the Warranty.

CONDITIONS OF WARRANTY

This Warranty is valid only with respect to leaks* caused by defects, deficiencies or ordinary deterioration of either the Roofing System materials or the installation of the Roofing System, and only if:

- The Durapax coal tar felt and base flashing are applied by a Durapax Authorized Contractor in accordance with Durapax applicable specifications and details.
- If the Roofing System utilizes insulation, that insulation must be supplied or approved in writing by Durapax.
- Durapax and the Authorized Contractor have been paid in full for all materials, supplies, services, warranty fee and costs and other expenses that are included in, or incidental to, the Roofing System.
- Owner shall not make any change in the use of the building that could affect the Roofing System without notifying Durapax, and obtaining Durapax's written approval for such change.
- The Building Owner must perform and keep records of at least twice yearly inspection and proper maintenance of the Roofing System in accordance with Durapax recommended procedures and all industry standards. All flashing systems must be coated at least every five years.

* A "leak" is defined as water passing through the warranted roofing membrane or base flashing and into the interior of the building. Adhesive irregularities, cracking, blistering or any other aging effects that do not constitute or result in a leak are not sufficient cause for repair or replacement by Durapax.

EXCLUSIONS FROM COVERAGE

This Warranty is not a maintenance agreement or an insurance policy. Durapax shall not be liable for leaks, damage, costs, financial losses or injuries of any type, including damage to the building, its components or contents thereof, that are caused by or attributable in whole or in part to any of the following:

- Natural disasters, including, but not limited to floods, lightning, hail, earthquakes, sales, hurricanes, excessive high winds, etc.
- Structural movement, settlement, deflection, failure or movement of any material underlying the Roofing System.
- Acts of negligence, abuse, misuse and vandalism, including falling objects, lack of maintenance work, civil insurrection or vandalism.
- Infiltration or condensation of moisture in, through, or around walls, ceilings, rooftop equipment, building structures and underlying or surrounding materials.
- Modifications or repairs to the roof, including penetrations, that are made without prior written approval of Durapax or failure of Building Owner to request repairs covered by this Warranty, or a failure to perform repairs not covered under this Warranty.
- Repair work by any contractor other than a Durapax Authorized Contractor, or use of unapproved materials.
- Traffic and/or storage of materials on the roof or failure to properly maintain the roof or building.
- Material supplied by others, unless specifically approved in writing by Durapax.
- Any costs arising from the need to comply with any laws, codes or ordinances. Such costs shall be paid by the Owner.
- Lack of proper or adequate design or engineering of the building or roof.

SHOULD A LEAK OCCUR

In the event of a leak, it MUST be reported to Durapax within 72 hours of discovery, and confirmed in writing within 7 days. This Warranty must be referenced in any notice, and a copy of this Warranty must be included with the written notice. Note: The roofing contractor is not an agent of Durapax; notice to the roofing contractor is not notice to Durapax. Timely and proper notice is a condition precedent to Durapax's obligations under this Warranty.

Upon proper and timely notification, Durapax will arrange to inspect the roof and:

- If Durapax determines that the leak is its responsibility, Durapax will, at its expense, take appropriate steps to return the roofing system to a watertight condition. If the roofing system experiences recurring leaks (more than 12) in a given roof area) during a twelve (12) month period, the Building Owner may request Durapax inspect the roof area experiencing such leaks. Durapax, Technical Services Department or its representative, will make this inspection. Durapax will follow the recommendations of its Technical Services Department as to the appropriate remedy; or
- If the leak is not the responsibility of Durapax under the terms of this Warranty, restoration and repair costs shall be paid by the Building Owner. Failure to pay for the inspection in a timely fashion shall relieve Durapax of any further obligations under this warranty. Failure of the Owner to perform repairs in a timely fashion shall relieve Durapax of any further obligations under this Warranty.
- Any inspections made by Durapax are for its sole benefit. Durapax does not practice engineering or design, and it does not warrant any construction or design. Insurance of any warranty or conducting any inspection by Durapax does not constitute approval of such plans, specifications or construction. The Building Owner is encouraged to retain its own inspectors.

LIMITATIONS OF DAMAGES AND REMEDIES

This Warranty shall be void if the Building Owner does not follow the requirements or any conditions of this Warranty, or should any item listed in Exclusions occur.

This Warranty may be transferred to a subsequent building owner only if: (a) Durapax receives written notification from Building Owner of ownership within 90 days of such transfer; (b) Durapax makes an inspection of the roof and any repairs required by Durapax are made; and (c) Building Owner timely pays to Durapax the then current inspection and transfer fees.

THIS WARRANTY SHALL BE IN LIEU OF ANY AND ALL OTHER LIABILITIES OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY LIABILITY OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITATION APPLIES EVEN IF THE REMEDIES OR THE ACTIONS PROVIDED FOR HEREIN FAIL OF THEIR INTENDED PURPOSE. UNDER NO CIRCUMSTANCE SHALL DURAPAX BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING DAMAGE TO THE STRUCTURE OR ITS CONTENTS, LOSS OF TIME OR PROFITS, OR ANY INCONVENIENCE. DURAPAX SHALL NOT BE LIABLE FOR ANY DAMAGES BASED UPON ALLEGED NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY. THERE ARE NO INTENDED THIRD PARTY BENEFICIARIES TO THIS WARRANTY.

Any and all claims, disputes, or suits that in any way arise out of or relate to this Warranty or use of Durapax products shall be first submitted to non-binding mediation before a neutral mediator jointly selected by the parties or, in the absence of agreement, as designated by the American Arbitration Association. In the absence of resolution by mediation, all such claims shall be settled by arbitration by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules. Any such mediation and/or arbitration shall take place in Philadelphia, Pennsylvania. This Warranty, and any claims, disputes or suits between the parties hereto shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania.

No representative of Durapax has authority to make any promises or representations except as stated herein.

Exclusions:

By: 

Date: 10/18/2013



ARI INSURANCE, INC.



ARI JOB NO.: 13-R010

WATERTIGHT ROOFING SYSTEM WARRANTY

BUILDING NAME: LE CHATEAU ROYAL CONDOMINIUM 2 BUILDINGS & PARKING ROOF

BUILDING ADDRESS: 3540 S. OCEAN BLVD., PALM BEACH, FL 33480

OWNER'S NAME: LE CHATEAU ROYAL CONDOMINIUM ASSOCIATION, INC.

OWNERS' ADDRESS: 3540 S. OCEAN BLVD., PALM BEACH, FL 33480

COMPLETION DATE: 09/13/2013

RFG SYS: DURAPAX COAL TAR PITCH

AREA: 232 SQUARES

INSULATION TYPE: HIGH DENSITY WOOD FIBER

ARI INSURANCE, INC., ("ARI") an affiliate of **ADVANCED ROOFING, INC., ("ADVANCED")** warrants to the Owner, that for the period stated in the contract documents (5 YEARS) commencing from the Completion Date reflected above, for all covered claims causing leaks due to workmanship deficiencies, ARI will cause to be repaired the Roofing System installed by ADVANCED to return the Roofing System to a watertight condition. Owner accepts this warranty in lieu of any warranty from ADVANCED.

COVERAGE:

During this Warranty term, ARI Insurance will pay ADVANCED to take appropriate action to repair covered warranty claims, not to exceed the original cost of installation, subject to the limitations and conditions stated herein. The terms of this Warranty extend solely to Owner, and are not intended by the parties to apply to any unnamed third party beneficiaries. This Warranty shall only become effective upon timely payment of all sums required by the contract between Owner and ADVANCED. If this Roofing System is covered under a manufacturer's Warranty/Guarantee, ARI's liability under this Warranty is second to the Manufacturer's liability under its Warranty/Guarantee. This Warranty shall only accrue to and be for the benefit of the original Owner named herein, and is NOT assignable or transferable without prior written approval and inspection by ADVANCED.

OWNER RESPONSIBILITIES:

The Owner will, at Owner's expense, initiate an ongoing maintenance program, to include annual inspections of the Roofing System and the proper maintenance of pitch pans, roof drains, sealing of sheet metal and other miscellaneous items necessary to maintain the serviceability of the Roofing System. The Owner shall also be responsible to inspect keep all walls and projections, equipment and fixtures watertight, and not to permit penetrations or other work on the roof all of which could let water into the Roof System if not properly attended to.

IN THE EVENT OF A LEAK:

In the event a leak should occur through the Roofing System Building Owner must notify the corporate office of ADVANCED in writing within twenty-four hours. This warranty will not cover damages caused by a delay in taking corrective action due to lack of timely notice. Failure to advise of the leak within thirty (30) days of the start of the leak shall void this warranty.

In response to this notification, ADVANCED will arrange inspection of the roof and, if the leaks are covered by this warranty will make the repairs necessary to return the Roofing System to a watertight condition; or, if the leaks are not covered by this warranty, will advise Building Owner of the type and extent of repairs required to be made at the Building Owner's expense. Failure to make these repairs within a reasonable time and in a workmanlike manner will void any further obligation under this warranty.

LIMITATIONS:

THIS WARRANTY IS NOT A MAINTENANCE AGREEMENT OR AN INSURANCE POLICY. Neither ARI or ADVANCED shall be liable for any claim resulting from (a) natural disasters including, but not limited to: lightning, windstorm, hailstorm, hurricanes, tornadoes, high wind and gales, (b) misuse, neglect, abuse, materials supplied or installed by others, exposure to damaging substances such as oil, solvents, etc. or unauthorized alterations of the Roofing System or the buildings usage, (c) failure of its substrate or components of the buildings structure not installed by ADVANCED, (d) improper drainage, (e) lack of recommended maintenance, (f) any claim related in any way to damage or injuries from mold, spores, fungus, animal or vegetable intrusion, any organic pathogen or exposure to toxic substances or vapors, (g) damage resulting from water entry from any portion of the building structure not a part of the Roofing System, (h) repairs or damages necessary due to deficiencies in the plans or specifications provided to ADVANCED by the Owner or on its behalf or due to the failure of products selected by Owner or someone on its behalf other than ADVANCED to perform as intended, or (i) water entry not related to deficiencies of workmanship of ADVANCED.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ARI AND ADVANCED DISCLAIM ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR LIMITS SUCH WARRANTY TO THE DURATION AND TO THE EXTENT OF THE EXPRESS WARRANTY REPRESENTED BY THIS WARRANTY. NEITHER ARI OR ADVANCED WILL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE STRUCTURE (UPON WHICH THE ROOFING SYSTEM IS AFFIXED) OR ITS CONTENTS, LOSS OF TIME OR PROFITS OR ANY INCONVENIENCE, PERSONAL INJURY OR CLAIMS OF THIRD PARTIES, WHETHER BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY OTHER THAN THE EXCLUSIVE LIABILITY SET FORTH IN THIS WARRANTY. INCIDENTAL AND CONSEQUENTIAL DAMAGES SHALL NOT BE RECOVERABLE EVEN IF THE REMEDIES OR THE ACTIONS PROVIDED FOR HEREIN FAIL OF THEIR PURPOSE.

NO ONE IS AUTHORIZED TO CHANGE, ALTER, OR MODIFY THE PROVISIONS OF THIS WARRANTY OTHER THAN A CORPORATE OFFICER OF ARI.

IN WITNESS WHEREOF, ADVANCED has caused this Warranty to be duly executed and issues to cover the Roofing System described in this Warranty.

ARI INSURANCE, INC.

575 Saliman Road
Carson City, NV 89701

*OWNER

Robert P. Kornahrens, President

*NOT VALID UNLESS COUNTERSIGNED BY THE OWNER AND COPY RETURNED TO ADVANCED WITHIN 30 DAYS OF RECEIPT.