

To: Paula Ford, Clerk of the Commission  
Department of Community Affairs  
Building Codes and Standards Office  
2555 Shumard Oak Blvd.  
Tallahassee, FL 32399-0300

DCA10-DEC-182  
FILING AND ACKNOWLEDGEMENT  
FILED on this date, with the designated  
Clerk, receipt of which is hereby  
acknowledged.

Paula P. Ford  
Commission Clerk

Date

### Petition for Declaratory Statement Before the Florida Building Commission

The Petitioner, Sunesta Products, LLC hereby submits for a declaratory statement from the Florida Building Commission. As Grounds for this request the petitioner submits the following:

#### Petitioner's Name and Address

Name: Sunesta Products, LLC  
Address: 11320 Distribution Ave. East, Jacksonville, FL 32256  
Tel: 904-268-8000  
Fax: 904 -260-4499

#### Statutory Provision on which the Declaratory Statement is sought

As the Engineer of Record for several site specific Retractable Awning Installations and on behalf of the petitioner, we are requesting clarification to the intent of Section 3105. 4.1 of the Florida Building Code, Building; Special Construction 2007 edition.

#### Background:

For 30 years, Sunesta Retractable Awnings and many other models have been sold nationally and in the state of Florida, including Dade and Broward counties. There are tens of thousands in use commercially and by the general public in Florida. Retractable awnings consist of fabric supported by an aluminum and steel frame that can be extended and retracted easily, within seconds, by pressing a button. Fabric is rolled onto a tube that is attached to a frame structure that is attached to a building structure using engineer tested and certified brackets and fasteners. As the fabric is unrolled out laterally, spring-loaded arms project the front bar creating shade under the retractable awning. Generally, the frames are very flexible allowing the structure to absorb wind loads up to tropical storm winds. Torsion bars and springs are used to help keep the fabric tight and to help mitigate loads, created by the winds, through the framing system.

Retractable Awnings are sold for "sun" protection and for their ability to be deployed for specific periods of time and then be stowed away until the next sunny day or when needed. This feature is well known in the industry and is being considered a viable "green" contributor to energy savings. Being able to stow or deploy the awning based on weather conditions allows the framing to remain protected while in the stowed position and within a foot of the structure. In essence, making the retractable awning as strong as the structure that supports it. Once stowed the Retractable Awning can easily handle the loads created during a high velocity wind storm event.

We are in the process of submitting for a permit to install a 35' wide x 11'6" projection Retractable Awning on the first floor of a condominium in the city of Fort Lauderdale. In a previous submittal it we were informed that the engineering and installation requirements meet the design specifications of Section 3105.4 of the 2007 Florida Building Code, Special Construction.

#### 3105.4.1 States:

Design of the framing members shall not be based on removal or repositioning of parts, or the whole, during periods of 75 mph wind velocity.

**Request:**

It is our intention as representatives of a successful Florida LLC, hundreds of local businesses, and thousands of building owners to clarify the intension of this provision and how it relates to and affects the installation and thus sales of Retractable Awnings.

The specific verbiage in question is: "...based on removal or repositioning of parts, or the whole, during periods of 75 mph wind..." We believe that this section was written with fixed frame awnings with removable framing members and fabric, not Retractable Awnings. Having been in the awning industry for 30 years, we understand this section of the code as it applies to permanent or stationary fabric awning frames that don't have the ability to be retracted easily prior to high wind conditions.

1. Question: Since the Sunesta retractable awning is installed in the retracted position and while in this position, without any removal or repositioning, this product will withstand wind speeds far in excess of 75 mph, how does 3105.4 apply?

Sunesta Products, LLC, the manufacturer of the Retractable Awnings states in their owner's manual that the awnings are to stay retracted during periods of inclement weather. This is defined to be tropical storm winds and is clearly explained to the purchaser of the awning. We propose that it would be owner negligence to extend the awning under the prohibited conditions.

2. Question: If the owner follows the instructions of the Owner's Manual, the awning would be stowed prior to the wind reaching 39mph, let alone 75mph; wouldn't this exclude retractable awnings from "...removal or repositioning of parts, or the whole, during periods of 75 mph wind velocity"?

Nothing needs to be done to storm ready a retractable awning; it can survive the storm exactly as it is installed.

3. Question: Is the word "during" the operative word?

If it is already stowed when the winds speeds approach 75 mph, no further action is required by the property owner to secure the awning and thus the awning should only be subject to wind loads in its stowed position.

4. Question: Since the owner will have been notified, by contract, that damage to the awing due to their negligence is not covered by warranty, would it not be legally binding that any collateral property damage caused by the awning not retracted especially in a tropical storm "watch" or "warning" be considered owner negligence? (This is similar to many other expectations of a building owner with regards to NOT securing a storm bar, NOT closing its windows, NOT closing its doors, or NOT locking down the garage door - activities required by property owners to secure their property)

Respectfully submitted on this day of September 8, 2010,

Jeffrey C. Friant P.E.  
And  
Jeff Bedard  
Sunesta Products, LLC