

MONTserrat AT UTC

Lease Application Packet

Application Checklist for Owner/ Realtor/Tenant

- Please make sure you submit a full completed lease application. The Lease Application is not considered "Received" until all items are submitted.
- Applications must be **submitted at least 15 days prior** to the beginning of the lease.
- The following check list is to assist you in making sure you have submitted all requirements.

_____ Completed Lease Application

_____ Completed Gate Form

_____ Copy of Driver's License(s) for each applicant

_____ Copy of Lease

_____ \$ 100.00 Per Person Application Fee, Payable to Montserrat at UTC

Thank you,
Montserrat at UTC

As the applicant, I acknowledge that I have received and read this entire lease application packet which includes a copy of the Rules & Regulations and the condominium USE RESTRICTIONS.

Please provide your Signature here:

>< _____

>< _____

>< _____

Declaration, Section 15

(g) **Leases/Rental Restrictions.** No portion of a Unit (other than an entire Unit) may be rented. Leasing of Units shall be subject to the prior written approval of the Association. Each lease shall be in writing and shall specifically provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation or By-Laws of the Association, or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by the Association. Any Owner shall have no right to lease his/her/its Unit if, at the commencement of the lease, the Owner is delinquent in the payment of Assessments to the Association or have an outstanding fine. No lease of a Unit shall be for a period of less than three (3) months and there shall be not more than two (2) leases commenced during any calendar year. Tenants shall not be permitted to maintain pets on the Condominium Property.

Every lease of a Unit shall specifically provide (or shall be automatically deemed to provide) that: (i) a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of this Declaration (and all Exhibits hereto), the Articles of Incorporation or By-Laws of the Association, and with any and all rules and regulations adopted by the Association from time to time (before or after the execution of the lease and/or any modifications, renewals or extensions of same), and (ii) the Association shall have the right to terminate the lease or restrict the tenant's use of Common Elements upon default by tenant in observing any of the provisions of this Declaration (and all Exhibits hereto), the Articles of Incorporation or By-Laws of the Association, or other applicable provisions of any agreement, document or instrument governing the Condominium Property or administered by the Association. The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to Common Elements resulting from acts or omissions of such tenant (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant, it being understood that Special Assessments may be levied against the Unit therefor. All leases are hereby made subordinate to lien filed by the Condominium Association, whether prior or subsequent to such lease. The Association may charge a fee in connection with the approval of any lease, sublease, or other transfer of a Unit requiring approval, provided, however that such fee may not exceed \$100.00 per applicant other than husband/wife or parent/dependent child, which are considered one applicant, and provided further, that if the lease or sublease is a renewal of a lease or sublease with the same lessee or sublessee, no charge shall be made. If so required by the Association, a tenant wishing to lease a Unit shall be required to place in escrow with the Association a reasonable sum, not to exceed the equivalent of one month's rental, which may be used by the Association to repair any damage to Common Elements and/or Association Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). Payment of interest, claims against the deposit, refunds and disputes regarding the disposition of any deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes.

When a Unit is leased, except as to the right to maintain pets (which is permitted on a limited basis to Unit Owners, but is precluded for tenants), a tenant shall have all use rights in Association Property and those Common Elements otherwise readily available for use generally by the Unit Owner, and the Owner of the leased Unit shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights or the Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage by a Unit Owner and a tenant of Association Property and Common Elements otherwise readily available for use generally by Owners.

The lease of a Unit for a term of six (6) months or less is subject to a tourist development tax assessment per Section 125.0104, Florida Statutes. A Unit Owner leasing his Unit for a term of six (6) months or less agrees, and shall be deemed to have agreed, on behalf of such Owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold Association, Developer and all other Unit Owners harmless from and against, and indemnify them for any and all costs, claims, damages, expenses or liabilities whatsoever, arising out of the failure of such Unit Owner to pay the tourist development tax and/or any other tax or surcharge imposed by the State of Florida, or any subdivision thereof, with respect to rental payments or other charges under the lease, and such Unit Owner shall be solely responsible for and shall pay to the applicable taxing authority, prior to delinquency, the tourist development tax and/or any other tax or surcharge due with respect to rental payments or other charges under the lease.

MONSTERRAT AT UTC
C/O Progressive Community Management
3701 South Osprey Avenue, Sarasota, FL 34239
Phone 941-921-5393

APPLICATION FOR APPROVAL TO LEASE CONDOMINIUM UNIT

To the Board of Directors:

I (we) hereby apply for approval to lease the following unit:

Unit Address _____ Unit Number _____
for the period beginning _____, 20____, and ending _____, 20____

In order to facilitate consideration of this application, I (we) represent that the following information is factual and true and agree that any falsification of misrepresentation of the facts in this application will justify its automatic rejection.

OWNER INFORMATION:

Name(s): _____ Email: _____

Permanent Address: _____

Phone Numbers: _____ Cell: _____

TENANT(S) INFORMATION:

Name(s) of Lessee: _____

Name(s) of additional tenants and age _____

Phone Numbers: _____

E-Mail: _____

Applicant(s) must initial each number below:

1. _____ I am aware of and agree to abide by the Rules and Regulations and Condominium Use Restriction in effect within the terms of my/our occupancy. I acknowledge receipt of a copy of the **Association Rules & Regulations** along with the condominium **USE RESTRICTIONS**.
2. _____ I understand and agree that the Association, in the event a unit is leased, is authorized to act as the owner's agent, with full power and authority to take whatever action may be required, including eviction, to prevent violations by lessees and their guests, of the provisions of the Declaration of Condominium Act and the Rules and Regulations of the Association.
3. _____ **The minimum rental period is three (3) months.**
4. _____ **Tenants shall not be permitted to maintain pets on the condominium property.**
5. _____ **I acknowledge that parking is very limited and resident parking is limited to unit's garage. There are very few guest parking spaces which are reserved for non-residents only.**

AGENT INFORMATION (If Applicable):

Name: _____ E-Mail: _____

Phone Number: _____

AUTHORIZATION FOR VERIFICATION OF INFORMATION FOR CREDIT REPORT, PUBLIC RECORD, RENTAL OR LEASE HISTORY AND EMPLOYMENT VERIFICATION

I agree to hold harmless Progressive Community Management, Inc., and all providers of information on the prospective owner/ tenant's stated above. In the event that the information provided by me (us) is found to be misleading or false, my acceptance for this lease whether determination is made before or after my date of occupancy, maybe affected. I do hereby authorize with my (our) signature(s) the release of public records, credit report, rental or lease information and employment verification, whether by fax, verbal, photocopy or original signature, to Progressive Community Management, Inc., and all its members now and in the future for exclusive use of the Association.

Dated _____

Applicant Signature _____

Applicant Signature _____

APPLICATION APPROVED _____

DISAPPROVED _____

DATE _____ BY: _____

The Association office will advise the prospective Owner or Agent within a 30 (thirty) day period from the date of receipt of this application, whether this application has been approved.

RULES AND REGULATIONS
FOR
MONTSERRAT AT UTC
(Tenant Copy)

The following Rules and Regulations adopted in accordance with the Declaration of Condominium of Montserrat at UTC, a Condominium (the "Condominium") shall continue in effect until amended by the Board of Directors of Montserrat at UTC Condominium Association, Inc. (the "Association").

GENERAL RULES

1. The definitions used and set forth in the Declaration of Condominium of Montserrat at UTC, a Condominium shall apply to these Rules and Regulations.
2. No articles shall be placed upon the Common Elements of the Condominium Property unless specifically authorized in writing by the Association.
3. The Common Elements of the Condominium Property shall not be obstructed in any manner and shall be kept free and clear of rubbish, debris, and other unsightly or unsanitary material.
4. Fire exits located on the Condominium Property shall not be obstructed in any manner by any Unit Owner.
5. No articles shall be hung or shaken from any Unit onto the Common Elements of the Condominium Property.
6. No Unit Owner shall throw, sweep, or allow to fall, any article from his or her Unit onto the Common Elements of the Condominium Property.
7. No article shall be attached to, erected upon, installed, or affixed to the exterior walls, exterior doors, or roof of a Unit or upon any of the Common elements located on the Condominium Property.
8. All terraces and lanais must be kept neat and orderly, and each unit owner is responsible for the cleanliness of his/her terrace or lanai. Patio type furniture, plants and folding chairs are permitted to be kept on the terraces and lanais. Live plants must either be in leak-proof containers or with waterproof saucers beneath. Owners and occupants may display tasteful, temporary holiday decorations. Any other items must have prior written approval.
9. No Unit Owner or occupant shall make or permit any disturbing noises by himself or his family, servants, employees, agents, visitors or licensees, nor permit any conduct by such persons or pets that will interfere with the rights, comforts or conveniences of other Unit Owners or occupants. No Unit Owner or occupant shall play or permit to be played any musical instruments, nor operate or permit to be operated a stereo, phonograph, television, radio or sound amplifying device in his Unit or on his terrace or lanai in such a manner as to unreasonably disturb or annoy other residents.
10. No flammable, combustible, or explosive substance shall be kept in any Unit or storage area or storage bin or upon the Common Elements or Limited Common Elements of the Condominium Property, except such substances that are required for normal household use.
11. No sign, advertisement, notice or other similar material shall be exhibited, displayed, inscribed or painted or affixed, in or upon any part of the Units, Limited Common Elements or Common Elements, by any Owner or occupant without written permission from the Association. Provided however, in accordance with Section 718.113(4), Florida Statutes any unit owner may display one portable, removable United States flag in a respectful way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day may display in a respectful way portable, removable official flags, not larger than 4' feet by 6 feet, regardless of any other rules or regulations of the Declaration dealing with flags.

Furthermore, pursuant to 718.113(6), Florida Statutes, the Association may not refuse the request of a unit owner for a reasonable accommodation for the attachment on the mantel or frame of the door of the unit owner of a religious object not to exceed 3 inches wide, 6 inches high, and 1.5 inches deep.

12. Parking:

- (a) No vehicle which cannot operate on its own power shall remain on the Condominium Property for more than twenty-four (24) hours.
- (b) No vehicle shall be repaired on the Condominium Property.
- (c) No trailers, mobile homes, campers, buses, or commercial vehicles shall be parked on the Condominium Property. A "commercial vehicle" is hereby defined to be a vehicle which has commercial name designation painted or otherwise lettered or numbered on the fascia of said vehicle.
- (d) No boats, rafts, canoes, or other similar craft shall be allowed on the Condominium Property, except as authorized by the Condominium Association.
- (e) All resident's vehicles (owners and tenants) must be parked inside the resident's garage.
- (f) No vehicle (resident or non-resident) may be parked on the residential street, except for loading or unloading during a short-term period (ten to fifteen minutes) with the vehicle parked parallel and close to the garage door opening.
- (g) The guest parking spots are reserved for non-resident vehicles only. Resident's vehicles are prohibited from parking in guest parking at any time
- (h) All parking facilities shall be used in accordance with regulations adopted by the Board of Directors of the Association and the Declaration of Condominium.

13. Refuse and garbage shall be deposited only in the area(s) provided therefor.

14. Cooking shall be allowed only in the kitchen of each Unit and on those Common Elements of the Condominium Property which are designated by the Board of Directors of the Association for such.

15. Unit owners' complaints regarding the maintenance and operation of the Condominium Property shall be made in writing to the Board of Directors of the Association.

16. Children of Unit Owners shall at all times be supervised by their parents. Children of guests shall at all times be supervised by their parents.

17. As used herein, the term Unit Owner shall apply to the Unit Owner, his guests, his invitees, his licenses, his servants, his employees, his agents, his occupants, and their respective family members.

18. All of Common Elements of the Condominium shall be used in accordance with rules and regulations promulgated by the Board of Directors of the Association.

19. None of these rules shall be avoided in any manner, except with the prior written consent of the Board of the Directors of the Association. No Unit Owner shall be allowed to rely upon any said written exemption given to another Unit Owner by the Board of Directors of the Association and said Unit Owner must obtain his own written exemption.

20. Those Unit Owners who violate these rules shall be responsible for all costs incurred by the Association, including court costs and reasonable attorneys' fee, in the process of rectifying said noncompliance. These costs shall also include the removal of all articles, vehicles, and substances from the Condominium Property which were placed thereon in violation of these rules.

21. To implement the provisions of the applicable provisions of the Declaration of Condominium the following procedure is hereby adopted:

(a) The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

(1) A statement of the date, time and place of the hearing;

(2) A statement of the provisions of the Declaration of Condominium, Association Bylaws, or Association rules which have allegedly been violated; and,

(3) A short and plain statement of the matters asserted by the Association.

(b) The party against whom the fine may be levied shall have an opportunity to respond, to represent evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

22. Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time which has been or may be adopted, and the provisions of the Declaration, Bylaws, and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or lien may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, lessees or employees, to comply with any restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner or occupant of the infraction or infractions. Included in the notice shall be a date and time of a hearing at which time the Owner or occupant shall present reasons why penalties should not be imposed.

(b) Hearing: The non-compliance shall be presented to a committee of other Unit Owners appointed by the Board of Directors. If the committee does not agree with the fine it may not be levied.

(c) Fines: The Board of Directors may impose fines against the applicable Unit Owner up to the maximum amount of \$100.00 (or such greater amount as may be permitted by law from time to time) per violation.

(d) Violations: A fine may be levied on the basis of each day of a continuing violation, with a single notice and hearing, provided that no such fine shall in the aggregate exceed \$1,000.00.

(e) Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.

(f) Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-Exclusive Remedy: These fines shall not be construed to be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant.

These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or doubt as to whether a specific practice or activity is or is not permitted. All of these rules and regulations shall apply to all Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific rules and regulations upon written request therefore, and good cause shown in the sole opinion of the Board.

MONTSERRAT AT UTC
CONDOMINIUM USE RESTRICTION
(Tenant Copy)

Declaration, Section 15.

Use Restrictions. In order to provide for congenial occupancy of the Condominium and Association Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions below, for as long as the Condominium exists:

(a) **Occupancy.** Each Unit shall be used as a residence and/or home office only, except as otherwise herein expressly provided, all in accordance with, and only to the extent permitted by, applicable County, State and Federal codes, ordinances and regulations. Home office use of a Unit shall only be permitted to the extent permitted by law and to the extent that the office is not staffed by employees, is not used to receive clients and/or customers and does not generate additional visitors or traffic into the Unit or on any part of Condominium Property. The provisions of this subsection 15(a) shall not be applicable to Units used by Developer, which it has the authority to do without Unit Owner consent or approval, and without payment of consideration, for model apartments, guest suites, sales, re-sales and/or leasing offices and/or for the provision of management, construction, development, maintenance, repair and/or financial services.

(b) **Children.** Children shall be permitted to be occupants of Units.

(c) **Pet Restrictions.** A maximum of two(2) domesticated pets may be maintained by a Unit Owner in a Unit provided that such pets are (i) permitted to be so kept by applicable laws and regulations; (ii) not left unattended on balconies, terraces, patios and/or lanai areas; (iii) generally, not a nuisance to residents or other Units or other neighboring communities; and, (iv) not a breed prohibited by applicable law or considered to be dangerous or a nuisance by the Board (in its sole and absolute discretion); provided that neither Developer, Board nor Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any occupant of a Unit committing such a violation shall fully indemnify and hold harmless Developer, Developer's Affiliates, Board, each Unit Owner and Association in such regard. Any landscaping damage or other damage to Common Elements caused by a Unit Owner's pet or by the pet of any guest or invitee of a Unit Owner, must be promptly repaired by the Unit Owner. Association retains the right to effect said repairs and charge Unit Owner therefor. Without limiting the generality of section 19 hereof, a violation of the provisions of this paragraph shall entitle Association to all rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in the By-Laws and any applicable rules and regulations) and/or to require any pet to be permanently removed from Condominium Property. Tenants shall not be permitted to maintain pets in a Unit.

(d) **Alterations.** Without limiting the generality of subsection 9(b) above, but subject to section 10 hereof, no Unit Owner shall cause or allow improvements or physical or structural changes to any Unit, Limited Common Elements appurtenant thereto, Common Elements or Association Property, including, but not limited to, painting or other decorating of any nature, installing or altering any electrical wiring or plumbing systems, installing television antennae, satellite dishes, electronic devices, transmitting and/or receiving equipment, machinery, or air-conditioning units, which in manner change the appearance of any portion of Building or the exterior of said Unit, without obtaining the prior written consent of the Association (in the manner specified in subsection 9(b) hereof). Notwithstanding the provisions of subsection 9(b) above, any Unit Owner may display one portable, removable United States flag in a respectful way, and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard.

Any window coverings visible from the exterior of Building shall be white or off-white in color and shall be subject to disapproval by Association, in which case they shall be removed and replaced by Unit Owner, at such Owner's sole cost, with items acceptable to the Association.

(e) **Use of Common Elements and Association Property.** Common Elements and Association Property shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units. The use of grass, mulch and/or any landscaped areas located within Common Elements or Association Property by Unit Owners for recreational purposes, including but not limited to games, grilling and picnics is prohibited. Unit Owners are prohibited from placing any type of chair and/or furniture on any such portion of Common Elements and/or Association Property.

(f) **No Improper Uses.** No improper, offensive, hazardous or unlawful use shall be made of Condominium or Association Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of Condominium and/or Association Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or By-Laws, Association shall not be liable to any person(s) for its failure to enforce the provisions of this Subsection 15(f). No activity specifically permitted by this Declaration, shall be deemed to be a violation of this Subsection 15(f). No use of Condominium and/or Association Property shall be allowed that increases the cost of insurance upon Condominium and/or Association Property. Parking shall only be in the designated spaces and areas of Condominium Property.

(g) **Leases/Rental Restrictions.** No portion of a Unit (other than an entire Unit) may be rented. Leasing of Units shall be subject to the prior written approval of the Association. Each lease shall be in writing and shall specifically provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation or By-Laws of the Association, or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by the Association. Any Owner shall have no right to lease his/her/its Unit if, at the commencement of the lease, the Owner is delinquent in the payment of Assessments to the Association or have an outstanding fine. No lease of a Unit shall be for a period of less than three (3) months and there shall be not more than two (2) leases commenced during any calendar year. Tenants shall not be permitted to maintain pets on the Condominium Property.

Every lease of a Unit shall specifically provide (or shall be automatically deemed to provide) that: (i) a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of this Declaration (and all Exhibits hereto), the Articles of Incorporation or By-Laws of the Association, and with any and all rules and regulations adopted by the Association from time to time (before or after the execution of the lease and/or any modifications, renewals or extensions of same), and (ii) the Association shall have the right to terminate the lease or restrict the tenant's use of Common Elements upon default by tenant in observing any of the provisions of this Declaration (and all Exhibits hereto), the Articles of Incorporation or By-Laws of the Association, or other applicable provisions of any agreement, document or instrument governing the Condominium Property or administered by the Association. The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to Common Elements resulting from acts or omissions of such tenant (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant, it being understood that Special Assessments may be levied against the Unit therefor. All leases are hereby made subordinate to lien filed by the Condominium Association, whether prior or subsequent to such lease. The Association may charge a fee in connection with the approval of any lease, sublease, or other transfer of a Unit requiring approval, provided, however that such fee may not exceed \$100.00 per applicant other than husband/wife or parent/dependent child, which are considered one applicant, and provided further, that if the lease or sublease is a renewal of a lease or sublease with the same lessee or sublessee, no charge shall be made. If so required by the Association, a tenant wishing to lease a Unit shall be required to place in escrow with the Association a reasonable sum, not to exceed the equivalent of one month's rental, which may be used by the Association to repair any damage to Common Elements and/or Association Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). Payment of interest, claims against the deposit, refunds and disputes regarding the disposition of any deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes.

When a Unit is leased, except as to the right to maintain pets (which is permitted on a limited basis to Unit Owners, but is precluded for tenants), a tenant shall have all use rights in Association Property and those Common Elements otherwise readily available for use generally by the Unit Owner, and the Owner of the leased Unit shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage by a Unit Owner and a tenant of Association Property and Common Elements otherwise readily available for use generally by Owners.

The lease of a Unit for a term of six (6) months or less is subject to a tourist development tax assessment per Section 125.0104, Florida Statutes. A Unit Owner leasing his Unit for a term of six (6) months or less agrees, and shall be deemed

to have agreed, on behalf of such Owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold Association, Developer and all other Unit Owners harmless from and against, and indemnify them for any and all costs, claims, damages, expenses or liabilities whatsoever, arising out of the failure of such Unit Owner to pay the tourist development tax and/or any other tax or surcharge imposed by the State of Florida, or any subdivision thereof, with respect to rental payments or other charges under the lease, and such Unit Owner shall be solely responsible for and shall pay to the applicable taxing authority, prior to delinquency, the tourist development tax and/or any other tax or surcharge due with respect to rental payments or other charges under the lease.

(h) **Weight, Sound and other Restrictions.** Unless installed by Developer or meeting the sound insulation specifications established from time to time by the Board, hard and/or heavy surface floor coverings, such as tile, marble, wood and the like will not be permitted in Units. The installation of insulation materials shall be performed in a manner that provides proper mechanical isolation of the flooring materials from any rigid part of the building structure, whether of the concrete subfloor (vertical transmission) or adjacent walls and fittings (horizontal transmission) and same must be installed prior to the Unit being occupied. Chipping, grinding and/or bushing of the concrete slab is expressly prohibited. Additionally, the floor coverings (and insulation and adhesive materials therefor) installed on any balcony, terrace, patio and/or lanai shall not exceed a thickness that will result in the finish level of the balconies, terraces, patios and/or lanais being above the bottom of any scuppers or diminish the required height of the rails (as established by the applicable building code). Also, the installation of any improvement or heavy object must be submitted to and approved by the Board, and be compatible with the overall structural design of the Building. All areas within a Unit, unless containing floor coverings installed by Developer or to receive floor covering approved by the Board, are to receive sound absorbent, less dense floor coverings, such as carpeting. The Board will have the right to specify the exact materials to be used on balconies, terraces, patios and/or lanais. Any use guidelines set forth by the Association shall be consistent with good design practices for the waterproofing and overall structural design of the Building. Unit Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate removal of violations. Applicable warranties of Developer, if any, shall be voided by violations of these restrictions and requirements. Each Unit Owner, by acceptance of a deed or other conveyance of their Unit, hereby acknowledges and agrees that the sound transmission in a building such as the Condominium is difficult to control, and that noises from adjoining or nearby Units and/or mechanical equipment can often be heard in another Unit. Developer does not make any representation or warranty as to the level of sound transmission between and among Units and other portions of the Condominium Property, and each Unit Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from sound transmission.

Notwithstanding anything contained herein to the contrary, any and all floor coverings (and insulation and adhesive material therefor) installed by Developer on any balcony, terrace, patio and/or lanai shall not be removed, altered or changed in any manner whatsoever by or on behalf of a Unit Owner without prior written consent from the Board.

(i) **Mitigation of Dampness and Humidity.** No Unit Owner shall install, within his or her Unit, or Common Elements or Association Property, non-breathable wall-coverings or low permeance paints. Any and all built-in cabinetry, furniture and/or shelving in a Unit must be installed over floor coverings to allow air space and air movement and shall not be installed with backboards flush against any gypsum board, masonry block or concrete wall. All Unit Owners, whether or not occupying the Unit, shall periodically run the Unit's air conditioning system to maintain the Unit's temperature, whether or not occupied, at 78°F or less, to minimize humidity in the Unit. Leaks, leaving exterior doors or windows open, wet flooring and moisture will contribute to the growth of mold, mildew, fungus or spores. Each unit Owner, by acceptance of a deed, or otherwise acquiring title to a Unit, shall be deemed to have agreed that neither Developer nor any of Developer's third party consultants, including without limitation Developer's architect, shall be responsible, and hereby disclaims any responsibility for any illness, personal injury, death or allergic reactions which may be experienced by the Unit Owner, its family members and/or its or their guests, tenants and invitees and/or the pets of all of the aforementioned persons, as a result of mold, mildew, fungus or spores. It is the Unit Owner's responsibility to keep the Unit clean, dry, well-ventilated and free of contamination. Notwithstanding the foregoing, each Unit Owner understands and agrees that there is no method for completely eliminating the development of mold or mycotoxins. Developer does not make any representations or warranties regarding the existence or development of mold or mycotoxins and each Unit Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existence and/or development of same. In the event that the Association reasonably believes that the provisions of this Subsection 1S(i) are not being complied with, then, the Association shall have the right, but not the obligation, to enter the Unit (without requiring the consent of the Unit Owner or any other party) to turn on the air conditioning in an effort to cause the temperature of the Unit to be maintained as required hereby (with all utility consumption costs to be paid and assumed by

the Unit Owner). To the extent that electric service is not then available to the Unit, the Association shall have the further right, but not the obligation (without requiring the consent of the Unit Owner or any other party) to connect electric service to the Unit (costs thereof to be borne by the Unit Owner, or if advanced by the Association, to be promptly reimbursed by the Unit Owner to the Association, with all such costs to be deemed Charges hereunder). Each Unit Owner, by acceptance of a deed or other conveyance of a Unit, holds Developer, Developer's Affiliates, Developer's third party consultants, including without limitation, Developer's architect, harmless and agrees to indemnify Developer from and against any and all claims made by the Unit Owner and/or the Unit Owner's guests, tenants and invitees on account of any illness, allergic reactions, personal injury and death to such persons and to any pets of such persons, including all expenses and costs associated with such claims including, without limitations, inconvenience, relocation and moving expenses, lost time, lost earning power, hotel and other accommodation expenses for room and board, and all attorney's fees and other legal and associated expenses through and including all appellate proceedings, with respect to all matters mentioned in this Subsection 1S(i).

U) **Exterior Improvements.** Subject only to the express provisions of this Declaration, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, lanais or windows of the Building (including, but not limited to, awnings, signs, storm shutters, satellite dishes, screens, window tinting, furniture, fixtures and equipment), without the prior written consent of Association. Unit Owners may also attached a religious object on the mantel or frame of the Unit Owner's door not to exceed 3" wide, 6" high and 1.5" deep.

(k) **Associated Access to Units.** In order to facilitate access to Units by the Association for the purposes enumerated herein, it shall be the responsibility of all Unit Owners to deliver a set of keys to their respective Units to the Association for use in the performance of its functions. No Unit Owner shall change the locks to his Unit (or otherwise preclude access by Association) without notifying Association and delivering to Association a new set of keys to such Unit.

(l) **Exterior Storm Shutters.** The Board shall, from time to time, establish exterior storm shutter specifications which comply with applicable building code and establish permitted colors, styles and materials for exterior storm shutters. Subject to the provisions of Subsection 9(b) above, the Association shall approve the installation or replacement of exterior storm shutters conforming to the Board's specifications. The Board may, with the approval of a majority of the voting interests in the Condominium, install exterior storm shutters, impact glass, code-compliant windows or doors, or other types of code-compliant storm protection that comply with or exceed the applicable building code and thereafter shall (without requiring approval of the membership) maintain, repair or replace such approved shutters, impact glass, code-compliance windows or doors or other types of code-compliant storm protection, whether on or within Common Elements, Limited Common Elements, Units or Association Property; provided, however, that if storm protection, laminated glass or window film, in accordance with all applicable building codes and standards, architecturally designed to serve as hurricane protection, that complies with or exceeds the current applicable building code has been previously installed, the Board may not install exterior storm shutters, impact glass, code-compliant windows or doors or other types of code-compliant storm protection except upon approval by a majority of all voting interests. All shutters shall remain open unless and until a storm watch or storm warning is announced by the National Weather Center or other recognized weather forecaster. A Unit Owner or occupant who plans to be absent during all or any portion of the hurricane season must prepare his or her Unit prior to departure by designating a responsible firm or individual to care for the Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage and furnishing the Association with the name(s) of such firm or individual.

To the extent that Developer provides exterior storm shutters for any portions of the Building (which it is not obligated to do) or if the Association obtains exterior storm shutters for any portion of Condominium Property, Association (as to shutters for Common Elements) and the Units Owners (as to shutters covering doors or windows of a Unit) shall be solely responsible for the installation of such exterior storm shutters from time to time and the costs incurred by Association (as to installation of shutters for Common Elements) shall be deemed to be a part of Common Expenses of the Condominium that are included in Assessments payable by Unit Owners. The obligations of the Association assumed hereby shall include, without limitation, development of appropriate plans to allow for the timely installation of the shutters for Common Elements, and all obligations with respect to the repair, replacement and/or upgrade of the shutters for Common Elements. Developer shall have no obligations with respect to the installation of the shutters, and/or for the repair, replacement and/or upgrade of the shutters. Nothing herein shall obligate the Association to install shutters protecting individual units, nor to open or close same as a storm is approaching, or after it passes.

(m) **Recorded Agreements; Development Approvals.** The use of the Units, Condominium Property and Association Property shall at all times comply with all conditions and/or limitations imposed in connection with the approvals and

permits issued by for the development of the improvements, and all restrictions, covenants, conditions, limitations, agreements, reservations and easement now or hereafter recorded.

(n) **Relief by Association.** The association shall, in its sole discretion, have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 15 for good cause shown.

(o) **Effect on Developer.** Subject to the following exceptions, the restrictions and limitations set forth in this Section 15 shall not apply to Developer nor to Units owned by Developer. Developer shall not be exempt from the restrictions, if any, relating to requirements that leases or lessees be approved by Association, pet restrictions, occupancy of Units based on age and vehicular restrictions, except as such vehicular restrictions relate to Developer's construction, maintenance, sales, re-sales, leasing and other marketing and financing activities, which activities the Developer can perform without the prior consent of the Unit Owners.

(p) **Rules and Regulations.** Reasonable Rules and Regulations concerning the use of Condominium Property may be made, established and amended from time to time by the Association in the manner provided herein and by the Articles of Incorporation and Bylaws. The first set of Rules and Regulations are attached hereto, marked Exhibit "D" and by this reference made a part hereof. Copies of such Rules and Regulations and amendments shall be furnished by the Association, from time to time, to all Unit Owners (who shall be required to furnish same to any and all tenants thereof).

(q) **Signs.** No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on the Condominium Property, except that Developer specifically reserves the right to place and maintain "For Sale" or "For Rent" signs in connection with any unsold or unoccupied Unit it may from time to time own and the same right is reserved to any Institutional Lender which may become the Owner of a Unit, and to the Association as to any Unit which it may own.

(r) **Subdivision.** No Unit may be divided or subdivided into smaller Units.

(s) **Interference with Developer.** Until Developer has closed the sale of all Units in the Condominium, neither Unit Owners nor Association shall interfere with the sale of the Units which may be conducted on site by Developer. Developer may make any use of the Condominium Property, including all Common Elements, as may facilitate such sale, including, but not limited to, maintenance of a sales office and showing of the Condominium Property and the Units, and the display of signs, banners and such other sales materials as may be used by Developer.

(t) **Drainage.** All the catch basins, retention ponds, detention ponds, drainage easement areas and related drainage facilities are for the purpose of controlling the natural flow of water only. No obstructions or debris shall be placed in these areas. No Unit Owner may obstruct or alter the drainage flows after location and installation of catch basins, retention ponds, detention ponds, drainage swales, storm sewers or storm drains. See also SWFWMD requirements and restrictions contained elsewhere herein. See 2.9(g).

MONSTERRAT AT UTC

C/O Progressive Community Management
3701 South Osprey Avenue, Sarasota, FL 34239
941-921-5393

Gate Registration Form

Gate Transmitters: Check Applicable Transfer or Purchase

Transfer:

To be provided by current owner to new owner,-transmitter(s) # _____

To be provided by owner to tenant,-transmitter(s) # _____, _____

Purchase: \$35.00 per transmitter. check payable to Montserrat at UTC when issued

Purchased by new owner, (owner agrees to transfer to subsequent owner)

Purchased by tenant, (tenant agrees payment is non-refundable)

Complete the form and return to management for gate director updating.

Date form completed: _____

If new transmitter(s) purchase, provide transmitter(s) Numbers _____

Check One:

Owner _____ Tenant _____ (Provide Lease Dates _____ to _____)

Street Address & Unit: _____

Email: _____

Name and Phone number for Call Box Directory:

Last Name: _____ First Name: _____ Phone for Gate _____
Recommend using cell phone number

Four (4) digit number for personal entry code at gate Call Box _____

Gate Directions: When resident is called from the gate directory, residents should answer their phone and press the "9" key to open the gate.

Acknowledgment - receipt of transmitter(s)

Print Full Name _____ Signature _____