

Monterrey Condominium Association, Inc.

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Application for Approval to Tile Common Element

The Monterrey Declaration of Condominium state the following...

Section **11.5 Alteration of Units or Common Elements by Unit Owners**, “No owner shall make or permit the making of any material alterations or substantial additions to his unit or the common elements, or in any manner change the exterior appearance of any portion of the Condominium, without first obtaining the written approval of the Board of Directors, which approval may be denied if the Board of Directors determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or in whole. Any glass, screen curtain, blind, shutter, awning, or other modifications, additions or installations which may be installed where visible from outside the unit, are subject to regulation by the Board of Directors. No owner may alter the landscaping of the common elements in any way without prior Board approval. The Board of Directors may revoke or rescind any approval of an alteration or modification previously given, if it appears that the installation has had unanticipated, adverse effects on the Condominium”.

Section **15.1 Insurance By the Unit Owner**, “Each unit owner is responsible for insuring his own unit, and the personal property therein; all floor, wall and ceiling coverings; all built-in cabinets, appliance, water heaters, air conditioning and heating equipment, and electrical fixtures that are located within the unit and required to be repaired or replaced by the owner; and all alterations, additions and improvements made to the unit or the common elements by the owner or his predecessors in title. Each unit owner is expected to carry homeowner’s insurance, with endorsements for leakage, seepage and wind-driven rain, additions and alterations, and loss assessment protection, or recognize that he bears financial responsibility for any damage to his property or liability to others that would otherwise be covered by such insurance”.

I/We, _____, the current Unit Owner(s) of Monterrey
Print Name of Unit Owner

Unit # _____ am/are requesting Board approval to install tile in the exterior entrance foyer of
my/our unit and agree to the following:

1. Select a floor tile that is “neutral” in color and conforms to the “current” American National Standards Institute (ANSI) specifications for hard surface flooring in “wet” conditions.

2. Insure the exterior entrance foyer area for any accidental liability to others.
3. Assume all costs involving removing the existing floor tile (if applicable), all preparation of the existing floor substrate, including waterproofing if required by the Association, modification to any door and/or door threshold and painting of common area walls or flooring damaged during the preparation or tile installation.
4. Assume all costs related to maintenance of the floor tile including, repairs, periodic sealing, grout cleaning and any other maintenance related issues.
5. Hold the Association harmless in any damage to the floor as it relates to the periodic cleaning of the floor with the Association's floor machine or any damages by periodic pedestrian traffic.
6. Release the Association from liability as executed in the attached "Release of Liability and Indemnification for Alteration of Common Elements" document; and
7. Agree to the below terms and guidelines set forth in the Monterrey Association's "Exterior Hard Surface Flooring" policy.

EXTERIOR HARD SURFACE FLOORING:

Demolition:

1. Owner or Contractor is required to provide the Association Manager two (2) days prior notice before commencement or demolition of any existing flooring so advance notice can be given to the Monterrey residents.
2. Contractor may remove old flooring during the hours of 10 a.m. to 3 p.m. only. There will be a maximum of three (3) continuous days permitted for hard surface flooring removal.
3. Contractor shall curtain off entrance foyer or balcony railing perimeter to keep dust and debris from falling onto balconies and landscaping below.
4. When necessary to grind slab, contractor shall use a dust collector system.
5. After demolition, the contractor shall notify the Association Manager so an inspection of the exposed concrete slab can be made. In the event concrete restoration is required, the contractor will be prohibited from proceeding with the hard surface flooring installation until such time as the required repairs are made by the Association.
6. Where applicable, the owner may remove his/her entrance foyer screen doors and dispose of them at their own expense. If the owner, or any subsequent owner, desires to reinstall the entrance foyer screen doors, it shall be at the expense of the owner. Color and style must be approved by the Association.

Waterproof Membrane:

1. Prior to the installation of hard surface flooring on the balcony terrace or exterior entrance foyer, it is mandatory that the owner apply a concrete deck waterproofing system using Vulkem, Sonoguard or equivalent to protect the concrete slab from trapped moisture under the hard surface flooring.
2. Prior to installing the hard surface flooring, the Manager must inspect the waterproof membrane.

Installation:

1. Because the Owner's hard surface flooring expands at a different rate than the structural concrete slab, the owner/contractor should consider providing a small expansion gap at the perimeter of the intersecting walls and the tile floor of the exterior and around the concrete pillars.
2. Contractor shall exercise all efforts to keep tile mortar, grout and dust from adjacent balcony terraces. The owner and/or contractor will be responsible for any damage to any other individual unit owner property or common elements.
3. Flooring installed in the unit entrance foyer and elevator landing area may be extended past the entrance foyer screen door area, however, it must stop at a demarcation point as established by the Association. See Manager for the demarcation line.
4. The adhesive mortar for all exterior flooring shall be TEC Specialty Construction Brands, Super Flex; exterior premium polymer modified mortar, or equivalent. The grout must be exterior waterproofing grout and the expansion joint sealant is to match the grout color.
5. To avoid ponding of water on exterior balconies, contractor shall slope flooring towards balcony edge and/or drain to create a positive flow.
6. Installation of carpeting or wood is not allowed on balcony terrace or in the unit exterior foyer area as this type of material will trap moisture accelerating concrete deterioration.

_____ Date: _____
Owner Signature

_____ Date: _____
Co-Owner Signature

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OWNER AGREEMENT AND RELEASE OF LIABILITY AND INDEMNIFICATION FOR ALTERATION OF COMMON ELEMENTS

KNOW ALL MEN BY THESE PRESENTS:

That I, (print name(s)) _____ (“RELEASING PARTY”), release and forever discharge the MONTERREY CONDOMINIUM ASSOCIATION, Inc. (“RELEASED PARTY”) and its officers, members, agents, employees, representatives, executors, and all others from any and all responsibilities or liability for damages, injuries or fatalities resulting from RELEASING PARTY’S alterations of common elements including any damages, injuries, fatalities caused by the negligent act or omission of RELEASING PARTY or its agents, members, decorators, contractors, sub-contractors or invitees associated with the alterations of common elements. To the fullest extent permitted by Florida law, RELEASING PARTY shall indemnify and hold harmless RELEASED PARTY and others acting upon its behalf against all expenses and liabilities, including attorney fees, actually and reasonably incurred by or imposed on them in connection with any legal proceeding (or settlement or appeal of such proceeding) to which they may be a party because of RELEASING PARTY’S or its agents’, members’, decorators’, contractors’, sub-contractors’ or invitees’ involvement in the alterations of common elements.

Signature

Unit # _____
Print Name

Signature

Unit # _____
Print Name

The foregoing instrument was executed before me this ____ day of _____, 20____, by _____, to me well known, or who furnished _____ as identification.

(NOTARY SEAL)

My Commission Expires:

Signature of Notary Public

Printed Name of Notary Public