

Monterrey Condominium Association, Inc.

980 Cape Marco Drive, Marco Island, FL 34145

Office (239) 642-6809 Fax (239) 642-1359

Email: monterreycondo@gmail.com

Website: monterreycapemarco.com



Unit Modification Policy

Amended May 25, 2023

INTRODUCTION:

Congratulations on your decision to renovate your condominium unit. Now that you have decided to renovate, the Monterrey Declaration of Condominium requires you to obtain Board of Directors approval before commencing with any work.

It is important to note that certain limitations exist when remodeling your condominium. Within the interior walls of your condominium unit, lie plumbing pipes, electrical wiring, and TV/Telephone conduits. You may have to alter or change your initial renovation design plan to adjust for any existing plumbing and electrical utilities within your walls and servicing other condominium units.

This Policy has been assembled to inform you of your responsibilities as it relates to modifications/alterations you make to your condominium unit. Please review this guide as it explains your responsibilities now and into the future. You, your General Contractor and Sub-Contractors will be asked to complete certain documents and return them as part of your request to modify your condominium unit.

Construction Moratorium

(November 10th through May 15th)

In an effort to reduce disturbances and inconveniences to residents in the building while an owner is renovating his/her unit, “Major” modifications or any combination of “Minor” modifications may be subject to a construction moratorium blackout dates between the periods of November 10th through May 15th.

➤ **Major Construction:**

A major modification is defined as any condominium unit undergoing substantial interior renovation. Substantial shall be defined as “a complete renovation of an interior condominium unit or any combination of minor modifications that may cause a significant disturbance to the residents.” NOTE: Future fire alarm replacement may require modifications to the fire alarm speaker system in your unit. You may want to consider installing future fire alarm speaker boxes, as part of your renovation, to prevent future drywall patching / painting.

➤ **Minor Construction:**

A minor modification is defined as interior painting, interior carpet replacement, kitchen/laundry appliance replacement, hot water heater replacement, plumbing fixture replacement, lighting/ceiling fan replacement, air conditioning replacement, installation of crown molding, kitchen cabinet/countertop replacement, bathroom vanity cabinet/countertop replacement, shower/bathtub replacement, and storm shutter installation or replacement.

Unit Owner Responsibilities

Each owner, when purchasing at Monterrey Condominium, attested that they read the governing documents of the Association. The following provisions are excerpts from the Monterrey’s Declaration of Condominium setting forth your responsibilities as a result of the Board of Directors granting you approval to commence with your unit modification.

Section 11.3 Other Unit Owner Responsibilities:

- **(C) Flooring.** *All units above the ground floor shall always have the floors covered with wall-to-wall carpeting installed over high quality padding, except carpeting is not required in kitchens, bathrooms or laundry rooms. An owner who desires to install in place of carpeting any hard-surface floor covering (e.g. marble, slate, ceramic tile, parquet) shall also install a sound absorbent underlayment of such kind and quality as to substantially reduce the transmission of noise to adjoining units, and must obtain written approval of the Board of Directors prior to any such installation. If the installation is made without prior approval the Board may, in addition to exercising all the other remedies provided in this Declaration, require the unit owner to cover all such hard-surface flooring with carpeting, or require the removal of such hard-surface flooring at the expense of the offending unit owner. No carpeting of any kind may be installed on or affixed to concrete surfaces exposed to the elements.*

- **(E) Modification and Alterations.** *If a unit owner makes any modifications, installations or additions to his unit or the common elements, the unit owner, and his successors in title, shall be financially responsible for:*
 - 1) *Insurance, maintenance, repair and replacement of the modifications, installations or additions.*
 - 2) *The cost of repairing any damage to the common elements or other units resulting from the existence of such modifications, installations or additions: and*
 - 3) *The cost of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other parts of the condominium property for which the Association is responsible.*
 - 4) *Damage to the modifications, installations or additions caused by work being done by the Association.*

- **(F) Use of Licensed and Insured Contractors.** *Whenever a unit owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the unit or common elements, whether with or without Association approval, such owner shall be deemed to have warranted to the Association and its members that his contractor(s) are properly licensed and fully insured, and that the owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.*

- **11.5 Alteration of Units or Common Elements by Unit Owner.** *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 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 Insurance:

- **15.1 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.*

GENERAL RULES

1. HOURS: Hours of work are Monday thru Friday 8:00a.m. to 3:45p.m. (No work permitted Saturday & Sunday). **CONTRACTORS MUST VACATE PREMISES BY 4PM.**
2. PRECONSTRUCTION MEETING: Monterrey Management requires a meeting with the General Contractor / Contractor prior to work commencing to discuss demolition debris removal, parking and material delivery procedures.
3. ADVANCE NOTICE OF DELIVERIES: Contractors must inform the Monterrey Management office 24 hours in advance of all deliveries. **All deliveries must be completed by 3PM as elevator padding will be removed at 3:15PM daily. Deliveries are to be made using the 1st level parking garage elevator lobbies.** Contractors are prohibited from delivering materials/furnishings by means of a crane, lift or rope unless otherwise approved by the Monterrey Management.
4. TILE REMOVAL: **There will be a maximum of three (3) continuous days permitted for hard surface flooring removal.** The Contractor may demo old flooring during the hours of 10AM to 3PM only. To expedite demolition, the Contractor agrees to provide additional laborers to help remove the hard surface flooring so chipping noise does not become a prolonged disturbance to the residents.
5. SOUND ABSORBENT UNDERLAYMENT: When installing hard surface flooring (tile, marble, wood), the Contractor shall follow the installation guidelines in the Hard Surface Flooring/Sound Absorbent Policy.
6. PROPERTY DAMAGE: Damage to common property, or that of an individual unit owner's property, shall be repaired or replaced at the Contracting Owner's or Contractor's expense. There shall be no disposal of tile thin-set/grouting, drywall plaster or paint permitted to be flushed or disposed down the residence plumbing pipes (e.g., sinks, toilets, bathtubs, showers). The Owner/Contractor will be responsible for all expenses that the Association may incur in order to clear the plumbing drains as a result of this remodel.
7. INSURANCE / LICENSE: Prior to commencement of work the Association must have on file a copy of General Contractor's and/or all Sub-Contractors applicable licenses and Certification of Insurance. The contractor shall provide a list of subcontractors to the Association office. Owner/Contractor is responsible for all applicable building permits and inspections to insure building and fire safety code compliance.
8. PARKING: Parking for contractors is restricted to the 1st level garage, closest to the entrance/exit doors. Contractors can park in any UNMARKED parking spot in the back row only. Contractors are responsible for damages should their vehicle leak any substance onto the garage floor. When instructed by management, Contractors may park on the 2nd floor parking deck along the back row. Any vehicle inappropriately parked or parked in a resident parking space will be subject to towing at the vehicle owner's expense.
9. REGISTRATION: Each day on the job, contractors, deliveries, workmen, etc. must register at the Association's office. Contractor(s) shall also display a parking placard identifying which condominium unit they are working in.

10. **STORAGE:** There is no storage space for construction materials, trailers, or dumpsters on the property. Materials must be brought directly to the unit.
11. **ELEVATORS:** There are no service elevators. Contractors and all subcontractors will use designated freight elevators only that are properly padded. Vestibule flooring in the lower garage, the elevator lobby flooring and the elevator landing floors must be protected. Delivery crews will be required to observe safety and weight precautions while transporting flooring and other materials into units. Unit owners are responsible for any damages or service interruptions occurring through the misuse or negligence of their contractors. The pad-protected elevator will be the only elevator permitted for use by contractors, movers and decorators when bringing equipment, supplies, or furniture to the unit.
12. **DELIVERIES:** Box trucks or large delivery trucks cannot access the garages. Please contact the management office 239-642-6809 in advance for information about parking and access. **NO DELIVERIES PERMITTED THRU THE 2ND LEVEL ELEVATOR LOBBIES.**
13. **UNLOADING:** Materials must be brought directly into the unit. Workers who are unloading a large quantity of material or equipment may park at the designated “Delivery Parking Here” sign outside the parking garage. Workers are to park but are to leave room for more than one delivery vehicle to park. Vehicles are to park close to the curb so they do not block traffic or entrance/exit of the garage. Workers are to then wheel everything in through the garage and into the 1st level elevator lobby tower. Materials must be brought directly into the unit.
14. **CARTS:** Luggage and shopping carts are for residents use only and may not be used by contractors.
15. **TRASH:** There is no space for a construction dumpster on the property. Contractors, subcontractors, movers and workmen are prohibited from using the building’s dumpsters or trash chutes. Each contractor must remove their own debris and trash on a daily basis.
16. **CLEAN-UP:** Contractors are responsible for keeping the garage area, elevators, lobbies, elevator landings, and unit entry areas clean. Owner/Contractors will be charged a minimum cleaning fee of \$250.00 if this area is not cleaned properly.
17. **WORK AREA:** Cutting of tile/marble/wood should be performed within the confined space of the unit’s exterior entry foyer. It is the responsibility of the owner/contractor to clean this area. Owner/Contractors will be charged a minimum cleaning fee of \$250.00 if this area is not cleaned properly. The contractor shall provide necessary means of curtaining off work area to contain tile cutting dust, saw clippings or other work materials/debris in the unit work area.
18. **FIRE & SAFETY:** If modifications include fire sprinkler or fire alarm alterations, the Owner and Contractor must first meet with the Association’s Manager prior to commencement of work. Contractor and Owner are strictly prohibited from obstructing fire sprinkler heads when making modifications. **DO NOT paint fire sprinkler heads.**
19. **STRUCTURAL:** This is a post-tension building. **The trenching of any structural concrete CEILING is prohibited.** Prior to trenching any floor, the structural concrete slab must be x-rayed/scanned to locate steel reinforce rebar, post tension cables and electrical wiring. Pictures of such scan shall be retained for verification purposes. No penetrations over 5/8 of an inch in depth are permitted in the floor or ceiling concrete slab. Owner/Contractor will be responsible

for any damages to post-tension cables or other structural reinforcing. **Hours of hammer drilling 10AM to 3PM.**

20. LOITERING: Workers may not explore the building parking garages or other common areas.
21. CONTRACTOR EJECTION: The Board of Directors empowers the Association's Management Team to act on behalf of the Association. In the event any contractor or any sub-contractor, under the direct control of the contractor, fails to adhere to this policy or general rules, the Association's Management Team may ask the contractor or sub-contractor(s) to cease all work and leave the premises until such time the Association's Management Team believes the contractor or sub-contractor will abide by this policy and/or general rules.
22. PERMITTING: The Marco Island Building and Fire Departments play an important role, as they ensure work associated with a unit modification is inspected, and meets current building and life safety codes. This is especially important within any multi-family structure. The following page is a document published by the City of Marco Island summarizing (but not limited to) building improvements requiring permits.



City of Marco Island

February 4, 2016

All Marco Island Multi-Family Property Owners,

The Florida Building Code Section 105.1 requires permits to be obtained prior to the beginning of work, to construct, enlarge, alter, repair, move, demolish any building or part thereof, or to erect, install, remove, re-install, convert or replace any exterior doors, windows, electrical, gas, mechanical, plumbing components or systems which are regulated by this code.

City of Marco Island Ordinance 12-03 Section 105.3.8 states all construction within the city limits shall be performed through and supervised by a licensed General or Building Contractor.

Florida Statute 489 and Article III, Chapter 22 of the Code of Laws & Ordinances for Collier County, define the licenses that are required to contract the above-described work. General or Building contractors are always required to do remodeling work in Multi-Family Buildings. Unit owners cannot contract the work themselves. Replacement of built-in cabinets, counter tops, lavatories, sinks, tubs and shower surrounds, all require a building permit.

Installation of drapes, wall coverings, painting, carpet and floor tile do not require a permit. Wall tiling requires the replacement of the backing board and also requires a permit. Also, the pulling, replacement, and resetting of toilets above the first floor, requires a Plumbing Permit (available at a reduced rate). The integrity of the firewalls must be maintained and inspected by the Building Department and Fire Department to insure the proper fire-rated materials are installed correctly and to insure that combustible materials are not concealed (per Sec 603.1 Florida Building Code).

It is not the Building Department's intent to drive up the cost of a job (large or small) with permit fees. But we intend to protect the lives and property of the subject unit and the adjoining units and common areas.

If the intended work doesn't fit in any of the categories listed above, call the Building Department at (239) 389-5059 to clarify the scope of work and whether a permit will be required.

Thank you,

Joseph Berko
Building Official, City of Marco Island

50 Bald Eagle Drive, Marco Island, Florida 34145
(239) 389-5000 Fax (239) 389-4359
www.cityofmarcoisland.com



NOTICE TO CONTRACTORS



Date: April 19, 2012

Subject: Condo Renovations

As of this date, April 19, 2012 the City of Marco Island, Building Department will require a raised stamped engineering plan and certified letter from the Condo Association that allows any contractor to cut, notch, or channel out any concrete floors or ceilings or any part thereof. Copy of both to be submitted with plans and to be on site for inspector to review at the time of inspection.

Thank you,

Robert Mahar
Building Official

MONTERREY CONDOMINIUM

Application for Unit Modification

Unit No: _____

Owner's Name: _____

Co-Owner's Name: _____

Daytime # (_____) _____ - _____

Email: _____

Work Begin Date: _____ Completion Date: _____

Type of Modification/Alteration: (Check all that may apply during this unit modification)

- Renovate Interior of Unit.
- Removing, Constructing, Modifying Interior Walls, Ceilings, HVAC Ducts.
- Modify/Reconfigure Kitchen Sink Location or Drain.
- Modify/Relocate Bathtub or Shower Drains.
- Modify/Relocate Cable TV and/or Telephone Conduit.
- Installation/Replacement of Interior Hard-Surface Flooring.
- Installation/Replacement of Balcony Terrace Hard-Surface Flooring.
- Installation/Replacement Hard-Surface Flooring Outside Unit Entry Door.
- Replacement/Reconfigure Fire Sprinkler Pipes.
- Installation/Replacement of Hurricane Shutters.
- Other _____

Explanation of Modification: (Give a detailed summary of proposed modification)

Construction Restrictions/Regulations:

The general construction of a multi-family condominium high-rise limits the unit owner from having or doing certain modifications or alterations.

- 1. Due to disturbances to adjacent units, installation of “power assist” toilets are prohibited.
- 2. Tank-less hot water heaters are prohibited by the City of Marco Island.
- 3. Cable TV and Telephone homerun conduits cannot be modified or altered without approval of the Board of Directors. Depending on the existing construction or proposed modifications, Board approval may or may not be granted.
- 4. Bathtub and shower drains cannot be relocated to accommodate a unit owner’s floor plan design. **The Pro-Set fire box drain cannot be modified or altered and shall remain.**
- 5. The use of PVC pipe for fire sprinkler modifications is prohibited. **All fire sprinkler modifications must be done in iron pipe. Additionally, any modification that requires a fire sprinkler head to be relocated, the fire sprinkler head must be replaced.**
- 6. Any fire sprinkler head found within a unit having paint residue on it will be changed at the unit owner’s expense.
- 7. Where the bottom track of a balcony accordion storm shutter requires removal, in order to tile the balcony floor, the accordion shutter must be secured to prevent damages to the balcony railing, including paint. Owner/Contractor will be responsible for repairs/painting.

Prior to the commencement of work, please return the following:

- 1. Unit Owner Application for Unit Modification.
- 2. Unit Owner’s Release of Liability and Indemnification.
- 3. Contractors Information Form with supporting documentation as requested.
- 4. Contractor’s Release of Liability and Indemnification.

NOTE: In addition to this Unit Owner Modification & Alteration Guide, if your proposed modification involves any of the four (4) items listed below, you will be required to complete additional paperwork found at the end of the Unit Owner Modification & Alteration Guide.

- 1) The installation of hard surface flooring inside the condominium unit.
- 2) The installation of hard surface flooring in the common elements (balcony terrace or outside entrance of front door).
- 3) The installation of storm shutter protection.
- 4) The modifying or altering of exterior common area doors.

ACKNOWLEDGEMENT:

In relation to my/our proposed unit modification, I have read, understand and will comply with the terms as set forth in the Unit Owner Modification & Alteration Guide.

Signature of Owner	Date	Signature of Co-Owner	Date
Print Name		Print Name	

UNIT OWNER
AGREEMENT AND RELEASE OF LIABILITY
AND INDEMNIFICATION FOR UNIT MODIFICATION

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 unit modification 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 unit modification. 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's 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 unit modifications and alterations.

Owner Signature: _____ Date: _____

Co-Owner Signature: _____ Date: _____

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

(NOTARY SEAL)

Signature of Notary Public

My Commission Expires:

Printed Name of Notary Public

CONTRACTOR INFORMATION FORM

LIST THE UNIT NUMBER IN WHICH YOU WILL BE WORKING IN: _____

NAME OF CONTRACTING COMPANY: _____

PERSON TO CONTACT ASSOCIATED WITH THIS JOB: _____

CELL: (____) _____ BUS. PHONE: (____) _____

EMAIL: _____

When completing the required paperwork for pulling the permit associated with this job, please list the Monterrey Condominium’s email address monterreycondo@gmail.com in the permit application so the Association is kept informed of any project revisions.

THE FOLLOWING DOCUMENTATION MUST BE PROVIDED TO THE MONTERREY OFFICE BEFORE WORK CAN COMMENCE.

1. A photo copy of all the Contractor’s State, Local and Occupational licenses.
2. A copy of all applicable building permits associated with this proposed unit modification.
3. A list of all sub-contractors that will be accessing the unit during the unit modification.

INSURANCE: Minimum limits of insurance required of Contractor and all Sub-Contractors.

1. Commercial General Liability coverage in an amount of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$2,000,000 products and completed operations limit.
2. Workers’ Compensation Insurance coverage in the amount of at least \$500,000 each accident, \$500,000 disease each employee and \$1,000,000 policy limit. **No contractor shall be permitted to perform work on the unit modification that does not carry worker’s compensation insurance. Any contractor holding a Worker’s Compensation “Exemption” does not qualify and is prohibited from working on the premises.**
3. Umbrella Liability in an amount of at least \$1,000,000 per occurrence with underlying the General Liability and Worker’s Comp. coverage.
4. All Contractors and Sub-Contractors are required to remit their certificate of insurance naming the Monterrey Condominium Association as an additional insured.

ACKNOWLEDGEMENT:

I, owner of said company above, attest that direct employee of mine and any sub-contractors associated with this unit modification have read the Monterrey Condominium Association’s General Rules associated with modifications and will abide by said rules at all times during the unit modification.

Signature of Contractor

Date

**CONTRACTOR
AGREEMENT AND RELEASE OF LIABILITY
AND INDEMNIFICATION FOR UNIT MODIFICATION**

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 unit modification 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 unit modification. 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's 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 unit modifications and alterations.

Owner Signature: _____ Date: _____

Co-Owner Signature: _____ Date: _____

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

(NOTARY SEAL)

Signature of Notary Public

My Commission Expires:

Printed Name of Notary Public

KEY/LOCKBOX POLICY

(EFFECTIVE AS OF APRIL 2023)

Dear Owners of Monterrey Condominium,

In an effort to continue to enhance our processes and maintain the high quality of life and security we all expect at the Monterrey you will find a new policy to be incorporated in the Unit Modification Guide.

POLICY:

An owner shall not give any contractor or vendor a fob or key for access into their unit or install a lockbox at the unit for the fob or key during their construction of their unit because of the reasonings below.

The reasoning for this policy is to make sure all contractors and vendors check into the office so the Association can have proper documentation of the key log inside the office and to confirm that no vendor and or contractor is working on the weekends or after hours inside the unit. We have found this beneficial for not only the association but the owners during questioning of why a unit is not done, how many times a vendor went into a unit, and to make sure that a vendor or contractor is not violating the rules while management is not present.

Please sign below that you understand the policy above.

Owner Signature: _____

Owner Name: _____

VIOLATION POLICY

(EFFECTIVE AS OF MAY 2023)

Dear Owners of Monterrey Condominium,

In an effort to continue to enhance our processes and maintain the high quality of life we all expect at Monterrey you will find a new policy to be incorporated in the Unit Modification Guide. As more unit owners are engaging contractors we have experienced an increase in unacceptable contractor behavior not in keeping with our policies and expectations at the Monterrey This policy serves to create greater accountability for General Contractors and their vendors and alert owners as to any violations of Monterrey policy. The document provides guidelines that every owner and general contractor would agree to prior to initiating any significant construction within their unit. This policy simply states that any violation of the rules by the general contractor or their subcontracted vendors will result in a notification of such violation to both the unit owner and the general contractor. Violations would include but not be limited to; not returning keys on time, violating parking rules, violating delivery rules, damaging Monterrey property, not cleaning up properly, being rude or unprofessional with Management, staff and / or owners and fellow neighbors.

The policy then reads that if a violation occurs and a notification is issued, the General Contractor must acknowledge receipt within 48 hours or Management will stop all work inside that unit for 2 business days. This would ensure all related parties are made aware of and acknowledge such a violation.

If a violation of rules occurs three times with the same contractor and / or vendor, then all work in the unit will stop for a minimum of 5 business days and not restart until the unit owner consults with Management and all are confident the contractor will proceed in accordance with Monterrey guidelines.

Sincerely,
The Monterrey Condominium Association

VIOLATION POLICY

(EFFECTIVE AS OF MAY 2023)

The Following Document must be filled out and returned to the office before significant work including renovations, painting, construction, tile work and other multi day projects can commence. (Note: Recurring repairs and maintenance projects handled within a single day or two are not subject to these guidelines however the manager’s office should be notified of all such work)

CONTRACTOR: To provide a healthy and productive working environment for contractors and vendors selected by our unit owners we request that you please follow our contractor guidelines as supplied to you. You are responsible for the behavior of your team and the vendors that are supporting your job. If you or your vendors choose to not follow the rules as defined and provided to you, we will document and notify you and the unit Owner of such violation. If these emails notifications are not acknowledged by the Contractor in a 48-hour period, then we will halt all work in that unit for 2 full business days. If there are three incidents recorded, we will halt all work in that unit for 5 full business days.

OWNER: Please understand that we will make every effort to work with you and your General Contractor to resolve any issues. This policy serves to create greater accountability for General Contractors and their vendors and alert owners to any violations of Monterrey policy.

Contractor & Owner, please fill out below for the email that will be the point of contact for vendor violations. Please also sign that you understand this policy.

Contractor Email: _____ Contractor Signature: _____

Owner Email: _____ Owner Signature: _____

Hard Surface Flooring/Sound Absorbent Policy

An owner who desires to install in place of carpeting any hard-surface floor covering (e.g. marble, slate, ceramic tile, parquet/wood) shall also install a sound absorbent underlayment of such kind and quality as to substantially reduce the transmission of noise to adjoining units, and must obtain written approval of the Board of Directors prior to any such installation. No carpeting of any kind may be installed on or affixed to concrete surfaces exposed to the elements.

INTERIOR HARD SURFACE FLOORING:

Demolition:

The Contractor may demolish the 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. To expedite demolition, the contractor agrees to provide additional laborers to help remove the hard surface flooring, so the chipping tools do not become a prolonged disturbance to the residents.

Perimeter Isolation Barrier:

At the perimeter of the entire floor, and the periphery of all protrusions to that floor; closed cell polyethylene foam not less than ¼ of an inch thick, or equivalent, should be used to isolate the finished hard surface flooring from coming in contact with the perimeter of the entire floor and the periphery for any protrusions such as pipes, so as not to have any of the mortar, bond coat, or grout touching the walls, baseboards or protrusions that penetrate the floor. Should any of the hard materials from the installation make contact between the tile or setting bed and the wall, or a penetrating protrusion, a large reduction in the sound rating will occur.

Tile Material Staging:

When staging the unit for a hard surface floor install, the Contractor shall see that the hard flooring materials, thinsets and grouts are stacked/stored in various areas of the unit, rather than in one location of the unit, to minimize the weight load of the materials from being concentrated in any one area of the condominium floor.

Sound Absorbent Underlayment:

The Monterrey Condominium Association prohibits the use of cork underlayment. **A soundproofing material having an “Impact Insulation Class” (IIC) rating of not less than 50 when tested in accordance with ASTM E 492 is mandated under the surface of all hard surface flooring.** The Contractor must review the soundproofing manufacturer’s product specifications and verify that product meets or exceeds an IIC rating not less than 50. Product specification sheets on all sound control products shall be submitted for review to the Manager and be approved prior to installation.

Upon completion of installation of flooring, the contractor shall deliver to the Association a “Sound Control Certification Form” executed by the flooring contractor. Failure to follow such guidelines may result in the owner being required to remove floor coverings at his/her sole expense and replace his/her flooring in compliance to the Hard Surface Flooring and Sound Absorbent Policy.

Sound Absorbent Certification Form

(Please return to Management upon completion of flooring installation)

I, _____, of _____ a licensed
(Print Owner's Name of Tile Company) (Print Tile Company Name)
and insured flooring contractor hired for the purpose of installing hard surface flooring in
Monterrey Unit # _____, 980 Cape Marco Drive, Marco Island, Florida 34145 do,
hereby, certify that all requirements of the Florida Building Code, Chapter 12, Section 1207
Sound Transmission; has been met for the above mentioned location. I further attest
that the use of _____ (list type of
soundproofing material used) was installed under the hard surface flooring according to the
manufacturer's specifications and in compliance with the Monterrey Condominium Hard
Surface Flooring / Sound Absorbent Policy. Attached is a copy of the soundproofing
manufacturer's literature.

Signature of Tile Company Owner/Principal

Date

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

NOTE: A soundproofing inspection is mandatory.

Manager inspection date ____/____/____

Signature _____

Application for Approval to Tile Common Element

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

Unit # _____ am/are requesting Board approval to install tile on the balcony terrace or

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, 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.

Owner Signature

Date:

Co-Owner Signature

Date:

MONTERREY CONDOMINIUM ASSOCIATION, INC.

Storm Shutter Specifications and Installation Guidelines

Florida Statute S.718.113 specifically authorizes an Association to adopt hurricane shutter specifications within each condominium. The specifications of the Monterrey Association include, color, style and other factors deemed relevant to the Monterrey Board of Directors.

SHUTTER SPECIFICATIONS

All installations must meet or exceed the Dade County Building/Hurricane Code and be permitted and inspected by the City of Marco Island Building Department for certification of compliance.

INSTALLATION GUIDELINES

BALCONY TERRACE:

All unit balcony terrace areas shall have accordion style shutters only. The accordion shutters shall be installed inside the railing structure on a radius matching the existing layout of the balcony railing. The accordion shutter system shall consist of the following:

1. Tracks will be custom radius designed and specifically engineered for all perimeter balcony applications. The accordion blade material shall be manufactured and installed in compliance with the Dade County Building/Hurricane Code. **All building penetrations must be caulked with a waterproofing caulking before installing any mechanical fasteners.** On resident floors three and four the accordion shutters must be custom colored or to match the exterior color of the building. On floors five (5) through twenty (20), the accordion shutter must be ivory in color to closely match the exterior color of the building.
2. To provide a uniform appearance, the balcony accordion shutters must be stacked as follows:
 - a. One Column Balconies – all but two blades, the minimum number of accordion blades used for the locking assembly, is stacked away from the column against the wall.
 - b. Two Column Balconies – all but two blades, the minimum number of accordion blades used for the locking assembly, is stacked away from the column against the wall. However, the center accordion shutter system located between the two columns shall be situated so the locking device is in the center of the shutter opening.

WINDOWS/DOORS:

All windows and door openings shall have rolling style shutters only. Rolling shutters will be installed against the glass/building. The window and door openings will be treated as follows:

3. The rolling shutter material shall be manufactured and installed in compliance to the Dade County Building/Hurricane Code. Rolling shutters may be manually operated or motorized. **All building penetrations must be caulked with a waterproofing caulking before installing any mechanical fasteners. On resident floors three and four the rolling shutters and box must be powder coated custom colored or to match the exterior color of the building.** On floors five (5) through twenty (20), the rolling shutters and shutter hood must be ivory in color to closely match the exterior color of the building. The rolling shutter hood shall be similar to those already existing.

APPROVAL PROCESS

No storm shutter, screen or other device will be permitted unless otherwise first approved by the Board of Directors or its designee.

Any unit owner wishing to install storm shutters, must first submit, in writing, information from the shutter company that meet or exceeds the above hurricane shutter specifications and installation guidelines.

The authorized shutter company shall provide to the Association, in advance, a current copy of the Company’s general liability, worker’s compensation insurance, OSHA certifications, the Company’s electrical license and a City of Marco Island permit.

Where necessary, for aesthetic continuity, the decorative pre-cast and/or foam banding on the building may require modification. **Any such modification must be first approved by the Manager and/or Board of Directors. The shutter company and/or unit owner shall be held responsible for any damage, repairs, or waterproofing resulting in the modification to the common elements.**

If applicable, the unit owner shall provide a shutter key to management for the file. If applicable, the unit owner shall provide the electronic code to the motorized rolling shutters, if installed on the entry door.

The shutter company shall notify the Monterrey Management office two weeks in advance of the scheduled installation.

NOTIFICATION TO ASSOCIATION

I, _____, have been engaged to install storm shutters at the Monterrey Unit #_____. The shutter installation will meet such Monterrey Condominium “Storm Shutter Specifications and Installation Guidelines.” I hereby submit notification of such intent to the Monterrey Condominium Association, Inc.

Company Name: _____

(AUTHORIZED AGENT)

_____/_____/_____
(Date)

Monterrey Condominium Association, Inc.

980 Cape Marco Drive, Marco Island, Florida 34145

Office (239) 642-6809 Fax (239) 642-1359

Email: monterreycondo@gmail.com

Request for Approval to Alter Common Element Doors

The Monterrey Declaration of Condominium Section **11.5 Alteration of Units or Common Elements by Unit Owners**, states that “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”.

I/We (print name), _____, current Unit Owner(s)

of Monterrey Unit # _____, am/are requesting permission to alter the exterior entrance foyer of my/our unit in the following manner; (check all that apply)

- To repaint the exterior side my entry door, or other common area doors, by changing the original Patina green color to a different color or custom painting a wood grain faux finish.
- To install standard trim selected by the Association on door skin of the common area doors outside my exterior entrance foyer and repaint. Check the doors that apply.
- A/C closet door, Stairwell door, Storage/utility closet door,
 Rubbish closet door, Laundry side door.
- Replace the entry doors to my unit with approved fire rated doors (building permit required).
- Remove the screen doors in my exterior entrance foyer, prep and paint stucco walls.

I/WE agree to assume all costs related to my requested improvements above. I/WE further agree to all costs related to maintaining the door trim, the exterior door paint, maintenance to the doors and any other related issues.

Owner Signature

Co-Owner Signature

Date: _____

Date: _____

