

Frances Carlton Homeowner's Association Inc. Application

Check One: _____ Lease _____ Purchase

Each application must be completed in its entirety and signed by the applicant. Each application must be accompanied by the Lease or Purchase Agreement.

Submit application to:

Progressive Community Management at 3701 S. Osprey Ave., Sarasota, FL 34239

Specific Unit # at Frances Carlton Bldg _____

Term of Lease or Closing Date:

Printed Name(s) of Lessor/Buyer:

Phone (s):

Email (s):

Emergency Contact:

I have received and read a copy of the Frances Carlton Association's Documents Rules & Regulations, and the Consent to Receive All Documents and Legal Notices via Email Allowed under Florida Statute. I understand my responsibilities as a renter/resident or owner/resident, and I agree to abide by the provisions of said documents.

Renter or Owner Signature

Date

Renter or Owner Signature

Date

RULES AND REGULATIONS
FOR
FRANCES CARLTON CONDOMINIUMS

The definitions contained in the Declaration of Condominium of Frances Carlton Condominiums ("Declaration") are incorporated herein as part of these Rules and Regulations. All references to Owners in these rules shall also include residents.

1. The corridors and lobbies shall not be obstructed or used for any purpose other than ingress and egress to and from the Condominium.

2. The exterior of the Dwelling Units and all other areas appurtenant to a Dwelling Unit (which are not part of the Condominium) shall not be painted, decorated, or modified by any Owner in any manner. All draperies, curtains, shades or other window or door coverings installed within a Dwelling Unit which are visible from the exterior of the Dwelling Unit shall have a white or beige backing unless otherwise approved in writing by the Board.

3. No article, including but not limited to cloth, clothing, rugs, or mops shall be hung or shaken from the doors, windows or placed upon the outside windowsills of the Dwelling Units without the prior consent of the Board.

4. No personal articles shall be allowed to stand on any portion of the Common Elements.

5. No Owner shall make or permit any noises that will disturb or annoy the occupants of any of the Dwelling Units or do or permit anything to be done which will interfere with the rights, comfort, or convenience of other Owners. All noise, including, without limitation, talking, singing, television, radio, record player, tape recorder or musical instrument, shall be kept at such volume level that said noise is not audible outside of the boundaries of the Dwelling Unit in which it originates.

6. Each Owner shall keep such Dwelling Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown from the doors or windows thereof any dirt or other substance.

7. Each Owner who plans to be absent from his Dwelling Unit during the hurricane season must prepare his Dwelling Unit prior to his departure and designate a responsible firm or individual satisfactory to the Association to care for his Dwelling Unit should the Dwelling Unit suffer hurricane damage.

8. All garbage and refuse from the Dwelling Units shall be wrapped in tied plastic bags and shall be deposited with care in garbage containers intended for such purpose only at such times and in such manner as the Association will direct. All disposals shall be made in accordance with the instructions given to the Owner by the Association.

9. Water closets and other water apparatus in the Dwelling Units or upon the Common Elements shall not be used for any purpose other than those for which they were constructed. Any damage resulting from misuse of any water closets or other apparatus shall be paid for by the Owner responsible for same.

10. No Owner shall request or cause any employee or agent of the Association to do any private business of the Owner, except as shall have been approved in writing by the Association.

11. The agents and employees of the Association and any contractor or workman authorized by the Association may enter any Dwelling Unit at any reasonable hour of the day for the purpose permitted under the terms of the Condominium Documents. Entry will be made by prearrangement with the Owner, except under circumstances deemed an emergency by the Association or the manager, if any, in which case, access is deemed permitted regardless of the hour.

12. No Owner shall use or permit to be brought into the Dwelling Unit any flammable oils or fluids, such as gasoline, kerosene, naphtha or benzine, or other explosives or articles deemed extra hazardous to life, limb or property.

13. The Association may retain a passkey to each Dwelling Unit. If an Owner alters any lock or installs a new lock on any door leading into his Dwelling Unit, such Owner shall provide the Association with a key for the use of the Association and the Board.

14. Any damage to the Condominium Property or equipment of the Association caused by any Owner, family member, guest, invitee, or lessee shall be repaired or replaced at the expense of such Owner.

15. Each Owner shall be held responsible for the actions of his family members, guests, invitees, and lessees.

16. Complaints regarding the management of the Condominium Property or regarding actions of other Owners shall be made in writing to the Association.

17. No sign, nameplate, signal, advertisement, or illumination shall be inscribed or exposed on or at any window, exterior wall or door without the express prior written consent of the Board of Directors.

18. A Dwelling Unit Owner may keep no more than two (2) domesticated pets, provided, however, that no pet may be kept, bred or maintained for any commercial use, which shall be limited to dog(s), cat(s) and small bird(s), which at all times when not within the Dwelling Unit shall be on a leash (if applicable) or in an appropriate carrier. A Tenant who occupies a Dwelling Unit shall not be permitted to keep any dogs in the Dwelling Unit; however, such person shall be permitted to keep no more than (2) domesticated pets which shall be limited to cat(s) and small bird(s) and only if the written consent of the Dwelling Unit Owner allowing pets to be kept in the Dwelling Unit is obtained, which may be for a specific type of pet or pets for the specific lessee of that Dwelling Unit. Pets shall not be permitted upon the Common Elements except as set forth herein or pursuant to rules and regulations promulgated by the Board. If any pet is obnoxious, i.e., noisy or otherwise objectionable, which is a nuisance to other Dwelling Unit Owners or residents of the Condominium Property, the pet shall be immediately removed if it is other than a Dwelling Unit Owner's pet and, if it is a Dwelling Unit Owner's pet, it shall be removed within forty-eight (48) hours and every Dwelling Unit Owner as well as every occupant agrees to indemnify and hold harmless the Association and all other Dwelling Unit Owners, their lessees, guests, invitees and family members against any loss or liability of any kind or character whatsoever, arising from or growing out of having any animal in the Condominium.

19. No clothesline or other similar device shall be allowed on any portion of the Common Elements.

20. An Owner shall not install any screen doors, roll-ups, hurricane shutters, awnings, hardware, or the like without the prior written approval of the Association as to design and color and, in any event, such approval shall not be granted unless such items substantially conform to the architectural design of the building and the design of any of such items which have been previously installed at the time approval is requested. Approval, however, does not and shall not be construed to constitute approval or conformance with the county or city building codes. It shall be the responsibility of each Owner to obtain the appropriate permits from all applicable governmental and quasi-governmental agencies prior to installation of any of the foregoing items.

An Owner requesting approval of the installation of hurricane shutters for exterior windows must provide the Association with written documentation (a) that the proposed shutters will comply with the hurricane shutter specifications adopted by the Association, and (b) of the proposed method of installation of such shutters. Any hurricane shutters so approved by the Association shall be installed, deployed, maintained, and removed by the Owner at the Owner's sole cost and expense. All exposed anchors, screws and bolts used to attach hurricane shutters to the exterior of the building must be covered, colored, or painted in a color that matches the area in which they are installed. The Association's approval of an Owner's installation of any hurricane shutters will be conditioned on the Owner's agreement in writing that: (1) The hurricane shutters will only be deployed when an active hurricane or tornado warning or watch has been declared by the National Hurricane Center, or other authoritative governmental agency, for Sarasota, Pinellas, Hillsborough, Manatee or Charlotte Counties, and is in effect, (2) The hurricane shutters will be removed within 72 hours after the lifting of the warning or watch described in (1) above, (3) If the hurricane shutters are not removed within 72 hours after the lifting of the warning or watch described in (1) above, they may be removed by the Association at the Owner's expense, (4) Any other external deployment of the hurricane shutters must be submitted to and approved by the Association prior to the deployment of such hurricane shutters or they may be removed by the Association at the Owner's expense and, (5) All future costs for the maintenance, repair, and replacement of the hurricane shutters will be the sole responsibility of the Owner at the Owner's expense. Any damage to the Condominium Property caused by the installation, deployment, use or removal of hurricane shutters and related hardware by an Owner shall be repaired or replaced at the expense of such Owner to the satisfaction of the Association. The Association shall have the right to remove any hurricane shutters and related hardware installed by an Owner at the Owner's expense if the Owner fails to comply in whole or in part with the provisions of this paragraph.

21. No solicitation for any purpose shall be allowed without the prior written consent of the Board, which consent may be withheld at the Board's sole discretion; provided, however, the Board shall not unreasonably restrict any Owner's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in the Common Elements.

22. Children will be the direct responsibility of their parents, legal guardians, or relative resident, including full supervision of them while within the Condominium Property and including full compliance by them with these Rules and Regulations. Children shall not play on or about the Common Elements of the Condominium in an unruly manner. Loud noise will not be tolerated. All children under the age of twelve (12) years must be supervised at all times by a responsible adult. No public areas, such as the lobby, pool deck, parking areas, may be used as play areas.

23. Smoking shall be permitted in the Dwelling Units. The Board may create rules and regulations regarding smoking in the Common Elements, in its sole discretion.

24. The Dwelling Unit Owners shall use their best efforts to see to it that all rules and regulations of the Condominium are faithfully observed by their families, guests, invitees, servants, lessees, and other persons over whom they exercise control and supervision. Dwelling Unit Owners are responsible for any damages to the Common Elements caused by their family, guests, invitees, servants, lessees, and persons who are on the Condominium Property because of such Dwelling Unit Owners. All such parties (family, guests, etc.) shall follow all rules and regulations of the Condominium.

25. The procedure for enforcing these Rules and Regulations shall be as follows:

(a) First Offense (1st. Notice)

When the Association becomes aware of noncompliance of a rule or regulation by an Owner, family member, guest, invitee, or lessee, it shall send a certified letter to the Owner advising him of the rule which he has been accused of violating and warning that strict compliance with these Rules and Regulations will be required. Each day on which a violation occurs shall be deemed to be a separate offense.

(b) Second Offense (2nd. Notice)

If a second report that a violation has been repeated or has been continued beyond the time specified within the first notice, the Board, after verifying the violation, may authorize a fine to be levied upon the Owner. The fine for a second offense may not exceed the maximum amount permitted by the Act. Notice of a second violation shall be sent to the Owner by certified mail.

(c) Third Offense (3rd. Notice)

If a third report that a violation has been repeated or has continued beyond the time specified within the second notice, the Owner may be charged a fine in an amount not to exceed the maximum amount permitted by the Act, following a determination in accordance with the procedures set forth in these Rules and Regulations.

(d) Fourth Offense

For repeated offenses or in any case where the Board deems it appropriate, the Board may seek injunctive relief through court action. In addition, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed the amount set forth in Section 718.303(3) of the Act.

(e) Exemptions

Any Owner may appear before the Association to seek an exemption from or variance in the applicability of any given rule or regulation as it relates to said person on grounds of undue hardship or other special circumstances.

26. An Owner who fails to timely pay any Assessment shall be charged a late charge by the Association; for such late Assessment in an amount not to exceed the maximum amount permitted by the Act. Owners shall be responsible to pay all court costs and legal fees incurred in connection with the collection of late Assessments whether or not an action at law to collect said Assessment and foreclose the Association's lien has been commenced. The Association may charge an administrative fee in addition to any interest charged in accordance with the Declaration in an amount not to exceed the greater of \$25.00 or five percent (5%) of each installment of the assessment for each delinquent assessment that the payment is late. Any payment received by the Association shall be applied first to any costs and reasonable attorney's fees incurred in collection, then to any interest accrued by the Association, then to any administrative late fee, and then to the delinquent assessment.

27. Before levying a fine against an Owner for failure to abide by any provision of the Declaration, the Bylaws or these Rules and Regulations, the Board shall:

(a) Afford the Owner against whom the fine is sought to be levied an opportunity for hearing before a committee of other Owners ("Committee") appointed by the Board after reasonable notice of not less than fourteen (14) days. Said notice shall include:

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

(ii) A statement of the provisions of the Declaration, Bylaws or Rules and Regulations which have allegedly been violated; and

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

(b) Provide an opportunity to the Owner against whom the fine may be levied to respond, present evidence, and provide written and oral argument to the Board and the Committee on all issues involved and shall have an opportunity to review, challenge and respond to any other material considered by the Association. If the Committee does not agree with the fine, the fine may not be levied.

28. Any consent or approval given under these Rules and Regulations by the Association shall be revocable at any time by the Board.

29. The Owners should refer to the Occupancy and Use Restrictions contained in Article 14 of the Declaration which are binding upon all Owners.

30. The Rules and Regulations may be modified, added to or repealed at any time by the Association.

31. With regard to meetings of the Board of Directors of the Association and meetings of the Members of the Association (collectively referred to herein as "Meetings"), the following rules shall apply:

A. The Right of Owners to Speak at Meetings

An Owner shall have the right to speak at a Meeting provided the Association; has received a written request at least 24 hours in advance of the scheduled Meeting. The following restrictions shall apply:

1. The Owner may speak at the start of the Meeting. The vote of the Board or the Members, as applicable, will not be taken until the Owner has spoken.

2. The Owner may speak for no longer than three (3) minutes, unless the Board votes at the Meeting to extend the time allotted to the Owner.

3. The Owner may speak only on matters specifically designated on the agenda.

4. The Owner may speak only once at a Meeting.

B. The Right of Owners to Tape Record or Videotape Meetings

An Owner shall have the right to tape record or videotape a Meeting provided the Association has received a written request at least 24 hours in advance of the scheduled Meeting. The following restrictions shall apply:

1. The audio and/or video equipment and devices must not produce distracting sound or light emissions, nor may such equipment and devices require the use of electrical outlets.

2. The audio and/or video equipment must be assembled and placed in position in advance of the scheduled time for the commencement of the Meeting. Equipment may not be placed on the table where the Board is seated; a front row seat will be reserved for the Owner and a tripod may be set up, but only at a height which does not obstruct the line of sight from other seats in the meeting room.

3. The Owner videotaping or recording the Meeting shall not be permitted to move about the meeting room in order to facilitate the recording.

By Resolution of the Board of Directors of
Frances Carlton Condominium Association, Inc.