

KING MOUNTAIN CONDOMINIUM ASSOCIATION, INC.
1991 SW PALM CITY RD., STUART, FL 34994
772-283-7600 (Fax) 772-283-1415
EMAIL: mycc.stuart@gmail.com

Dear Unit Owner, Rental Agent or Prospective PURCHASER:

The following procedures must be followed to process the sale or rental of a unit at King Mountain Condominium Association, Inc. (Monterey Yacht & Country Club).

- 1.) Submit one ORIGINAL FULLY COMPLETED Application for Membership per Applicant, if not married.
- 2.) Attach a fee in the amount of \$150.00 (Non-refundable) to each application form.
- 3.) Attach an ID for ALL persons that will be residing in the Unit (Drivers License or Birth Certificate). No one Under the age of 18 is permitted.
- 4.) Attach a completed executed copy of the PURCHASE AGREEMENT, showing that a minimum of 10% of the purchase price has been paid.
- 5.) For Rental attach a copy of the Lease Agreement.
- 6.) Pets are prohibited. If you are requesting an Exemption to the NO PET rule for a Service or Support animal there is additional paperwork that MUST BE FILLED OUT AND SUBMITTED WITH THIS APPLICATION

ALL OF THE ABOVE MUST BE RECEIVED BY THE ASSOCIATION OFFICE AT LEAST TEN (10) WORKING DAYS BEFORE THE REQUIRED INTERVIEW WILL BE SCHEDULED.

INTERVIEWS ARE CONDUCTED "INPERSON" AND SCHEDULED ON COMMITTEES' AVAILABILITY.
No mail or telephone interviews allowed. VIRTUAL INTERVIEWS MAY BE CONDUCTED AT THE DISCRETION OF THE INTERVIEW COMMITTEE. Only the applicant(s) and interviewers will be present. Upon completion of the interview, the interviewer will indicate approval by signature, and the applicant(s) will be issued a WAIVER OF RIGHT OF FIRST REFUSAL AND DESIGNATION OF AGENT FORM, to be presented at the closing. Deeds are not valid without these forms. **ALL APPLICANTS MUST BE PRESENT AT THE TIME OF INTERVIEW. SEPARATE INTERVIEWS WILL NOT BE GRANTED.**

After closing, the new owner(s) must provide a copy of the Warranty Deed to the Association. Membership Badges and parking Decals will be issued at this time. When available, a copy of the RECORDED WARRANTY DEED should be provided for the permanent file.

The owners shall also ensure that the Association has a key(s) to the unit for emergency entry, along with Current phone number.

OCCUPANT APPLICATION FOR KING MOUNTAIN CONDOMINIUM

1991 SW PALM CITY RD, STUART, FL 34994 - 772-283-7600

Unit address: _____

Rent _____ Purchase _____ Start date _____ Rental or Purchase Amount _____

Applicants name (F,M,L): _____ Phone _____ Birth date _____

Drivers License # _____ Applicants Social Security # _____ Age _____

Spouses name (F,M,L): _____ Birth date _____

Drivers License # _____ Spouses Social Security # _____ Age _____

1. Names and ages of persons 18 years and older, other than guests, who will occupy the apartment. If occupants are other than purchaser, they must be interviewed with Purchaser. A separate Application may be needed.

2. Name _____ Age _____ Name _____ Age _____

RESIDENCE HISTORY

Present Address: _____ City, _____ State, _____

Phone # _____ Own, _____ Rent, _____ Move in date, _____

Move out date, _____, Monthly Amount _____

Mortgage Company or Landlord: _____

Previous address: _____

Own _____ Rent _____ Move in date _____ Move out date _____ Monthly Amount _____

Mortgage Company or Landlord: _____

Emergency Contact: _____ Relationship _____

Home _____ Cell _____

EMPLOYMENT HISTORY/IF RETIRED, FROM WHERE

Applicant: _____

Spouse: _____

Present employer Or Retired from where? _____

Phone _____ Position, _____

Employer address: _____ Monthly income _____

Start date: _____ End date _____ Supervisor _____

VEHICLE INFORMATION

Type of Vehicle: _____ Model _____ Year _____ Lic. Plate # _____ State _____

Type of Vehicle: _____ Model _____ Year _____ Lic. Plate # _____ State _____

*I UNDERSTAND NO CONDOMINIUM UNIT OWNER, OCCUPANT, LESSEE OR GUEST SHALL BRING INTO OR KEEP ON THE PREMISES ANY ANIMAL OR PET INCLUDING, BUT NOT LIMITED TO, DOGS, CATS OR BIRDS. _____ (initial)

Exceptions to the pet rule for Service Animals or Emotional Support Animals must fill out additional forms to be submitted along with your application.

All requests for the Pet Exemption will be sent to the Association Attorney and must be approved by the Board of Directors. No Interviews will be scheduled until this process is completed. Any omission or false information will nullify the entire application.

Have you or your spouse ever been evicted? _____ Yes _____ No

Have you or your spouse ever broken a rental agreement? _____ Yes _____ No

Have you or your spouse ever been foreclosed on? _____ Yes _____ No

Have you or your spouse ever been convicted of a: Felony _____ Yes _____ No, if yes explain:

Drug related crime? _____ Yes _____ No. Registered sex offender _____ Yes _____ No, State of offense _____ . How did you hear of King Mountain Condominium? _____ .

Why are you leaving your current address?

For prospective purchases, prior to your interview, a copy of the Declaration of Condominium, Articles of Incorporation of the Association, By-Laws, Rules of the Association, the Questions & Answer Sheet and Year-end Financial Statement are to be in your possession in accordance with section 718.503 (2) of the Florida Statutes. Are you in possession of documents? _____

The undersigned applicant(s) represent that all the above statements are true and complete and hereby authorize verification of such. The above condominium complex and the applicant(s) acknowledge that the applicant(s) have paid a \$100.00 non-refundable application fee. The information given above shall entitle KMCA to (1) Reject this application; (2) Terminate applicant(s) subsequent right of occupancy. Applicant(s) authorize Reliable Background Screening to obtain a credit and criminal background check, and to verify all information listed above, and Applicant(s) further authorize that this information may be used by KMCA and their agent(s) and/or advisor(s). Any information contained herein will be used should an eviction or collection be necessary.

Signature of Applicant & date

Signature of Applicant & date

Rev. 4/29/21

TO: Board of Directors, Secretary
KING MOUNTAIN CONDOMINIUM ASSOCIATION, INC.
1991 SW PALM CITY ROAD
STUART, FL 34994

KNOW ALL PERSONS BY THESE PRESENT, that the undersigned is the record owner of that certain unit in KING MOUNTAIN CONDOMINIUM ASSOCIATION, INC. a Condominium shown below, and hereby constitutes, appoints and designates _____ as the voting representative for the Condominium unit owned by said undersigned pursuant to the By-Laws of the Association.

The afore named voting representative is hereby authorized and empowered to act in the capacity herein set forth until such time as the undersigned otherwise modifies or revokes the authority set for this voting certificate.

Dated this _____ day of _____, 2021.

Unit Owner(s) (Purchasers):

Unit Number: _____

**KING MOUNTAIN CONDOMINIUM ASSOCIATION INC.
 FREQUENTLY ASKED QUESTIONS AND ANSWER SHEET
 AS OF JANUARY 1, 2021**

THIS DOCUMENT IS TO BE RETAINED BY THE OWNER OR PURCHASER.

Q: WHAT AM I BUYING?

A: You are buying 1/510th of: 42 acres of property, 51 residential buildings two clubhouses, a maintenance building, swimming pool, golf course, infrastructure, fixtures and equipment (all worth about \$55,700,000), plus the value of the unit interior.

Q: HOW MUCH ARE THE ASSESSMENTS TO THE CONDOMINIUM ASSOCIATION FOR MY UNIT TYPE?

A:	<u>A, E, F, J</u>	<u>B, D, G, I</u>	<u>C & H</u>
Maintenance	209	199	180
Insurance	86	76	66
Golf Course	45	38	35
Cap. Reserves	41	36	31
Land Lease/Buy	<u>110</u>	<u>97</u>	<u>85</u>
	\$537.00	\$482.00	\$428.00

Payments are due on the last of each month. A late fee of \$25.00 is charged on any account not received by the 6th of the month.

Q: WHAT DOES THE MONTHLY FEE INCLUDE?

- A:
- a. Maintenance – upkeep of the buildings, lawn areas, plantings & golf course.
 - b. Capital Replacement and Planned Repairs – savings for the replacement of roofing, paving, grounds equipment, and furniture and fixtures in the clubhouses, repairs to the buildings and infrastructure, and painting the buildings and walls.
 - c. Common Area Land Lease/Purchase – “lease to buy” all the common property. (see next question).
 - d. Utilities & Other expenses – water, and sewer, trash collection, cable TV, propane, residential water and swimming pool, electricity for the common areas, insurance and tax on the common buildings and residential buildings.
 - e. Administration – administrative salaries and expenses to operate the office.

Q: DOES THIS ASSOCIATION HAVE A RECREATIONAL LAND LEASE?

A: Yes, there is a 46-year Recreational Lease with an “option to buy” 34 acres of common land worth \$8,200,000. The monthly fee will be in effect until the year 2038. The Association will have the option on March 1st of that year to purchase the Ground Lease for the price of \$10.00. From 2011 until 2038, the option to buy will add about \$625 per year to the value of each unit, in addition to the appreciation of the property.

Q: WHAT ARE MY VOTING RIGHTS IN THE CONDOMINIUM ASSOCIATION?

A: The owner, or owners, of each of the 510 condominium units shall have one vote that must be assigned to one designated voter.

Q: WHAT RESTRICTIONS EXIST ON MY RIGHT TO USE MY UNIT?

A: Ownership of any unit is restricted to use as a private dwelling for the owner, members or the owner's family and social guests and for no other purpose, including business purposes. Ownership for leasing to others, speculating investment or other singular purposes is prohibited. No pets allowed of any kind. Each unit may be occupied only by a single individual or single related family, which is construed to mean a family that is related by marriage, blood or adoption, spouse, parents, children, spouses of children, siblings or spouses of siblings that are related by marriage, blood or adoption. No individual under eighteen (18) years of age shall be authorized to live in the unit, and at least one resident shall be 55 years of age or older and reside in the unit 75% of the time it is occupied.

Q: ARE THERE ANY RESTRICTIONS ON GUESTS?

A: If an owner permits a **guest** to use the apartment in his absence, with or without recompense, such permission shall be construed to be leasing, and the owner must notify KMCA in writing in advance, giving names of all persons, relationship and dates of visit. The letter must state that the guests will register upon arrival, understand and agree to observe the Rules and Regulations, will bring no pets, and will secure guest tickets for golf play.

Q: WHAT RESTRICTIONS EXIST ON THE LEASING OF MY UNIT?

A: All unit owners after they have owned their unit for a minimum period of three (3) years and completed 90 days residency may lease their apartment once in any (12) month period for not less than ninety (90) consecutive days nor more than two hundred seventeen (217) days (7 months). At least one of the lessees shall be fifty-five (55) or older and reside in the unit 75% of the time it is occupied.

However, children, a spouse or relative who acquires ownership by inheritance due to the death of unit owner will be allowed to lease unit without having to establish residence, if the restrictions above have been fulfilled by the deceased.

Q: ARE THERE ANY RESTRICTIONS ON WHAT CHANGES I CAN MAKE ON THE PROPERTY?

A: Yes, you cannot make any changes to the outside of the buildings or grounds, visual changes to the porch, or electrical and plumbing changes without first obtaining management approval.

Q: WHAT ARE THE GOLF FEES?

A: Resident owners and lessees do not pay golf fees; however, guests must purchase golf tickets at the office. The fee is \$8.00 for nine holes. Handicap cart fees are \$5.00 per use with a Doctor's permission required and submitted to the office.

Q: ARE PETS ALLOWED?

A: No, owners are not allowed pets, nor may any guest bring a pet on the premises.

Q: ARE THERE ANY RESTRICTIONS ON TYPES OF VEHICLES?

A: Parking spaces are for passenger vehicles only. Passenger vehicles not to exceed 220 inches in length and 70 inches from top of roof to ground are allowed. Vehicles strictly prohibited are pick up trucks, open bed trucks, motor homes, mopeds, motorcycles, all trailers, boats and autos with portable roof top carriers. At no time is a unit owner to park the above-mentioned vehicles anywhere on Monterey property. Guests with the above vehicles may be parked in front of the MCH with approval from the office for a short period of time, two weeks maximum.

Q: WHAT PARKING FACILITIES ARE PROVIDED?

A: Each unit has one assigned parking space. Guest spaces are for any guest and not assigned to any unit or building.

Q: DO I HAVE TO BE A MEMBER IN ANY OTHER ASSOCIATION?

A: No.

Q: IS THE CONDOMINIUM ASSOCIATION INVOLVED IN ANY COURT CASES IN WHICH IT MAY FACE LIABILITY IN EXCESS OF \$100,000?

A: No.

President, _____

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