

FirstService Residential Management
1904 Clubhouse Drive
Sun City Center, FL 33573
Phone 813-642-8990 Fax 813-642-8790

Board Approval/Notification _____

Sale Price \$ _____

TRANSFER APPLICATION
MUST BE SUBMITTED 10 DAYS PRIOR TO CLOSING

ASSOCIATION: _____ UNIT # _____

UNIT ADDRESS _____

OWNER'S NAME _____ PROPOSED CLOSING DATE _____

SELLER'S AGENT _____ PHONE _____

BUYER'S AGENT _____ PHONE _____

BUYER/S (all names on deed) _____

PRESENT ADDRESS _____ PHONE _____

_____ CELL _____

NAMES OF OCCUPANTS _____

EMERGENCY, CONTACT (name, relationship, city, state, phone) _____

Acceptance of transfer application is not to be construed as approval by the Board of Directors or FirstService Residential. Upon signing this Transfer Application, I/We understand and agree to:

1. The following items must be attached to the Transfer Application:

- a. Transfer Addendum specific to the association.
 - b. Photocopy of driver's license or passport for each occupant.
 - c. Application fee, as required by association documents, payable to the Association.
 - d. Registration fee of \$100.00 as required by the Federation documents, payable to The Federation of Kings Point. **(Effective July 1, 2012)**
 - e. *Listing agreement when agent signs application on behalf of client.
 - f. Pet Agreement and pet deposit payable to the association or Service Animal Request, when applicable. (Pets are only permitted in some associations and those associations require a specific Pet Agreement and/or deposit.)
2. One of the occupants must be at least fifty-five (55) years of age. **Buyer to initial if under age 55** ____
 3. Seller must return resident badge to Clubhouse and vehicle sticker to security gate.
 4. Each unit owner, tenant and guests are subject to the rules and regulations as posted and/or specified in the Declaration of Condominium of this association and in the amendments thereto.
 5. Buyer acknowledges Kings Point West is a Senior Safety Zone, as defined by Hillsborough County Ordinance Number 07-12.
 6. The seller is responsible for providing all pertinent condominium association documents to the buyer.
 7. I would like my name and phone number published in the directory. ____ NO

SELLER'S or *AGENT'S SIGNATURE(S) _____

BUYER'S OR *AGENT'S SIGNATURE(S) _____

_____ Dated _____

_____ Dated _____

_____ Dated _____

_____ Dated _____

The Following is for completion by FirstService Residential Management

Rec'd By _____ Date Rec'd _____ ID Rec'd _____ App Fee Ck# _____ Reg. Fee Ck# _____

Pet Agreement/Fee, Ck# _____ Closing Doc Rec'd _____ Assessment Due _____

Reviewed By _____ Date _____

ADDENDUM TO TRANSFER APPLICATION LANCASTER III CONDOMINIUM ASSOCIATION

Name(s) (Please print) _____.

Units address _____ Unit # _____ in Kings Point, Sun City Center, Fl.

PET POLICY

I/We acknowledge that the above listed condominium association, LANCASTER III, a legal corporation in the state of Florida, does allow one pet in accordance with ARTICLE XIII "USE AND OCCUPANCY", as amended: "...THE UNIT OWNER SHALL BE PERMITTED TO KEEP AND HARBOR ONE (1) HOUSE PET PROVIDING (1) THE PET SHALL WEIGH LESS THAN 20 LBS. AT MATURITY, (2) THE PET IS OWNED BY SAID PURCHASER AT THE TIME TITLE TO THE UNIT IS CONVEYED BY THE DEVELOPER OR PREVIOUS OWNER AND (3) A PET AGREEMENT (TO BE OBTAINED FROM THE MANAGEMENT FIRM) HAS BEEN SIGNED AND A \$250.00 CASH BOND IS POSTED IN ACCORDANCE THEREWITH. SUCH ORIGINAL PET SHALL BE THE ONLY PET ALLOWED AND MAY NOT BE REPLACED ...". This rule only applies to the unit owners(s). Renters, guest, lessees, or any other person or persons in the geographical area defined as LANCASTER III shall not harbor any other pet(s) in any unit or on the area of LANCASTER III, violators will subject the **unit owner** to a fine and removal of the pet(s) and the cost of removal in accordance with this and any other condominium governing documents, laws or ordinances, and/or the Board of Directors. The purchaser(s) pet must be declared at the time the title is conveyed by the previous owner and the cash bond (\$250.00) shall be rendered.

The pet is a _____, named _____ weight _____ lbs. Required picture is enclose. I/We have owned this pet for _____ year(s) as of this closing date, and the age of this said pet is _____ year(s) old.

ALTERATIONS AND IMPROVEMENTS

I/We acknowledge that all exterior **alterations and/or improvements** done by any previous owner(s) are my/our responsibility to maintain, repair, remove, and insure, at my/our expense. This includes, but is not limited to: concrete slab(s), enclosed or screened lanais or entries, bushes, trees, or any other plantings. If a concrete slab(s) was poured over existing irrigation pipe(s), the unit owner shall bear the expense of moving such pipe(s) should it break or require moving.

Potential owner(s) may view the file of the above listed address. The **owner(s)** may request copies of any or all prior Alteration or Improvement or Planting Request, in the unit file, by making arrangements with the management company.

RULES AND REGULATIONS

I/We are responsible for and agree to becoming familiar with, and abide by, the **rules and regulations** of LANCASTER III Condominium Association, the Management Companies (2 ea.), the Federation, and all local and state rules and laws.

Signature of Unit Buyer(s) _____

State of _____ County of _____. The forgoing instrument was acknowledged before me this _____ day of _____, 20____, ___Is personally known to me. ___or produced _____ as identification(s) from the state of _____

Notary Public _____

FORM MUST BE SIGNED BY ALL BUYERS AND PERMANENT OCCUPANTS OF UNIT

LANCASTER III

MARCH 2008

Re: LANCASTER III form titled “**INITIAL AND MANDATORY FORM PRIOR TO THE SALE OR RENTAL OF ANY UNIT IN LANCASTER III**”

Dear L-3 Residents,

To reduce some errors and basic misunderstandings about condominium living, we, the LANCASTER III Board of Directors, have instituted the following policy.

Prior to the sale or rental of any unit in Lancaster III, the above listed form must be filled out, signed, and dated by the sales person and the buyer. Note: It might be in your best interest to make sure the form is executed before accepting “good faith money” for your unit. To expedite the sale or rental of your unit, insist that the form be utilized before the sale is consummated.

Commentary:

In the past, buyers and/or renters of condominiums in Lancaster III, have moved into L-3, and were disappointed to learn that certain rules and regulations do not allow them to make desired changes. Consequently, we have some very unhappy owners and/or renters that are now our neighbors.

We all know that living in a condominium association, the rules govern what we can and cannot do. If the buyers do not know the rules, it is easy to understand why they become disappointed when they cannot do their thing.

About the form:

Question # 1. Association notification prior to the sale or rental of a unit is required by our documents in the OFFERING CIRCULAR, (blue book) “Declaration of Condominium” section XI (1). (This is recorded with the county.) This must be accomplished prior to the sale or rental of any unit in L-3. The above-listed form is not considered the official L-3 notification, you must notify the L-3 BOD of your intent, preferably in writing for your records and ours.

Questions # 2, 3, 4, and 5 define some specifics that the buyer needs to totally understand, and if not understood have explained, so that the buyer(s) or renter(s) can understand the rules and are willing to accept and live by the rules.

Question # 6 is self explanatory and is a requirement.

Before we, the L-3 BOD will sign the transfer papers, the form must be executed, all questions understood, accepted, answered “Yes”, signed by the buyer(s) or renter(s), and dated.

The “sale/rent” form can be obtained from the L-3 BOD or FirstService Residential.

**INITIAL AND MANDATORY FORM PRIOR TO THE SALE OR RENTAL
OF ANY UNIT IN LANCASTER III**

Current Unit Owner (print): _____

Unit Address: _____ Sun City Center, Florida

Located in: LANCASTER III (L-3) Condominium Association Inc. Kings Point.

Agency (print): _____ Phone: _____

Sales Person (print): _____ Date: _____

Buyer/Renter (print): _____ Phone: _____

Circle one of the answers below that best answers the question to the best of your ability.

- 1. Have the Board of Directors (BOD) of Lancaster III been notified that the above identified unit is for sale? **Yes / No** (This is an owner's responsibility; must be answered.)

Note: The L-3 BOD and/or FirstService Residential are willing to explain the rules.

Numbers 2 – 6 must be answered by the buyer/renter. Agent must verify.

- 2. Is the prospective buyer/renter familiar with basic Condominium rules, L-3 rules? Kings Point rules? **Yes / No**
- 3. Is the prospective buyer/renter familiar with: the boundaries of the unit, common and limited common areas, and yard maintenance? **Yes / No**
- 4. Is the prospective buyer/renter familiar with: roofing replacement, painting, interior remodeling, exterior changes, insurance, monthly fees, pets, taxes, utilities, L-3 work request, plantings, alteration and/or improvements? **Yes / No**
- 5. Is the prospective buyer/renter aware that they are entitled to examine the records of the particular unit of interest and become aware of any changes, alterations, or extra plantings that the owner is responsible for? **Yes / No**
- 6. Does the buyer/renter understand the above items in each of the questions 1 - 5 and is he/she willing to accept, live by, and support these and all the rules of L-3 and Kings Point? **Yes / No**

A requirement of six (6) "Yes" answers is required for admittance into L-3.

Agency rep. signature: _____ **Date:** _____

Buyer/Renter signature(s): _____ **Date:** _____

Required Copies To: The Management Company, Lancaster III Condominium Association, and the Prospective Buyer.

PLEASE READ ENTIRE AGREEMENT BEFORE SIGNING

LANCASTER III CONDOMINIUM ASSOCIATION, INC.

PET AGREEMENT

Owner(s) _____

Address: _____ Unit No: _____

OF **LANCASTER III CONDOMINIUM ASSOCIATION, INC.**, SUN CITY CENTER, FLORIDA

Identification of Pet: (_____) dog or (_____) cat currently being kept at the above location.

Pet Identification: _____

Breed, Color, Age, Weight (at maturity), Name

This Pet Agreement is entered into by and between the above-identified condominium unit owner(s) (hereinafter called "Owner") and FirstService Residential, as the Management Firm and as agent on behalf of the condominium association for the above-identified condominium (hereinafter called "Manager"). **Pet will refer to singular (1) or plural pet(s) in accordance with the governing documents. Any change of pet will require a new Pet Agreement be executed.**

WHEREAS, Owner owns the above-identified house pet and

WHEREAS, the Manager has the responsibility for the maintenance of the common elements in the above-identified condominium as well as the responsibility for the enforcement of the rules and regulations set forth in the Declaration of Condominium; and

WHEREAS, Owner acknowledges understanding of the restrictions and requirements of this Agreement as follows;

NOW, THEREFORE, in consideration of the foregoing premises, Manager and Owner hereby specifically agree as follows:

1. Owner shall deliver to Manager upon the execution of this Pet Agreement the sum of Two Hundred Fifty Dollars (\$250.00) for each Pet, which shall be kept and disbursed by Manager in accordance with the terms hereof as a "pet bond," and Manager hereby acknowledges receipt thereof by its signature hereto.
2. Association shall hold the pet bond or the balance thereof (if deductions have been made there from in accordance with the provisions hereunder). Pet Bond or balance thereof will be returned upon written request stating pet no longer resides in the unit.
3. Owner acknowledges that the purpose of the pet bond is to provide a fund from which penalty fines in accordance with the provisions herein below may be deducted and also a fund from which expenses for Pet-caused damages may be paid.
4. Manager shall enforce this Pet Agreement pursuant to the terms hereof, and the decision of Manager to charge a penalty fine or to make a deduction to repair damage shall be in the sole discretion of Manager and shall be final. If it should become necessary for Manager to utilize the services of an attorney for appropriate action to enforce any provision of this Pet Agreement, Owner agrees to pay all costs and expenses reasonably incurred including, but not limited to, attorneys' fees and costs of demand or litigation associated therewith. A deduction from the pet bond for such costs and. expenses may be made to the extent of funds available and Owner agrees to pay any balance due upon demand.

5. This Pet Agreement shall constitute Owner's permit to keep and harbor the Pet in the condominium unit pursuant to the provisions of the **CERTIFICATE OF EIGHTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF LANCASTER III CONDOMINIUM** recorded July 5, 1995.

Any unit owner shall be permitted to keep and harbor one (1) house pet provided (1) the pet shall weigh less than 20 lbs. at maturity, (2) such pet is owned by said purchaser at the time title to the unit is conveyed by the developer or previous unit owner and (3) a pet agreement (to be obtained from the Management Firm) has been signed and a \$250.00 cash bond is posted in accordance therewith. Such original pet shall be the only pet allowed and may not be replaced. Exceptions to item (2) above and pet replacement will be considered for medical reason confirmed in writing by a physician and reviewed and Approved by the Board of Directors. Renters, lessees, and invitees and guests of all of the above are prohibited from keeping and harboring any pet in the unit.

In consideration for being permitted to keep a Pet(s) in accordance with the foregoing provisions, Owner specifically agrees to indemnify and hold harmless the Manager from and against any and all manner of actions, causes of action, law suits, debts, claims, damages, judgments and any other liability or matter arising in law or in equity directly or indirectly as a result of this agreement or the keeping of the Pet in the unit, the property of the condominium and the Kings Point complex.

6. Owner agrees to abide by and follow the following rules and regulations regarding the Pet:

a. A Pet shall not be permitted to defecate or urinate on any area defined as a common element, limited common element or other properties at Kings Point except within the designated areas.

b. A Pet shall be kept on a leash at all times when such Pet is outside of Owner's unit.

c. Owner shall not allow a Pet to be a nuisance or disturb neighbors by barking or causing other loud noises or by otherwise interfering with the rights, comforts or conveniences of other unit owners or their tenants.

d. A Pet shall not be permitted to cause damage or destruction to any unit or to cause damage or destruction to any of the common elements, limited common elements or properties in the Kings Point complex.

e. A Pet shall be exercised only in the designated pet exercise areas or outside of the Kings Point complex. **

7. Any complaints of damage caused by the Pet from other unit owners shall be submitted to the Manager in writing and shall be verified by the Manager's employees or Kings Point guards. Any employee of the Manager and/or a Kings Point guard may also file written damage complaints. Manager shall determine the amount of the damage and notify Owner in writing to make the necessary repair or replacement. If Owner fails to do so within fifteen (15) days from the date of such notice, the amount of the repair or replacement will be deducted from the pet bond hereunder. In the event a deduction is made to pay for Pet damages upon Owner's failure to do so, Owner shall be notified to forthwith replenish the pet bond to the amount prior to such deduction. If the amount of the repair or replacement exceeds the amount of the pet bond, Owner agrees to satisfy the balance due upon demand Payment for damages pursuant hereto shall not be in lieu of any right of action which the person sustaining the damage shall be entitled to independently. If the pet bond is partially or totally depleted by a payout for damages and within fifteen (15) days after notice the Owner does not replenish said pet bond to the balance existing prior to such payout, this Pet Agreement and right to keep and harbor the offending Pet shall automatically terminate and the Manager shall have the authority to have the Pet, as applicable, removed if Owner does not voluntarily accomplish such removal within thirty (30) days of demand.

8. Complaints not involving damages submitted to the Manager by other unit owners at Kings Point shall be in writing and shall be verified by Manager. Manager's employees or Kings Point guards may also submit such complaints in writing.

9. Each pet complaint submitted under paragraph 7 or 8, filed by an employee of the Manager or a Kings Point guard, and shall constitute an infraction for purposes of this paragraph. Each verified complaint under either paragraph from other sources shall be an infraction hereunder. Manager shall take action with regard to such infractions as follows:

- a. First infraction: Manager shall notify Owner of infraction in writing
- b. Second infraction: Manager shall notify Owner in writing warning that the next infraction will cause a penalty fine to be assessed.
- c. Third infraction: Manager shall notify Owner and deduct an amount up to the maximum allowed under the applicable provisions of Section 718.303, Florida Statutes, from the balance of the pet bond(s) as a penalty fine which Owner shall forfeit and not be entitled to recover. However, such fine shall not be levied until Owner has received written notice of the infraction in accordance with Section XIX (H) of the Declaration of Condominium for the Owner's condominium. Such notice shall give Owner the opportunity to request a hearing before a committee of Owners, created pursuant to applicable Florida law, at a time and date which shall not be more than thirty (30) days after the date of such notice.
- d. Fourth infraction: Manager shall notify Owner that this Pet Agreement is terminated and shall demand that the Pet, as applicable, be removed from the premises within thirty (30) days from notice. Upon verification by Owner that the Pet has been removed, any remaining portion of the pet bond then existing shall be returned to Owner. Prior to taking the action contemplated in this subparagraph, Owner shall have the same opportunity for notice and a hearing as provided in subparagraph (c) above.

Infractions for purposes of this paragraph shall cumulate only on the basis of separate twelve (12) month periods with each new period commencing on the annual anniversary date of this Agreement ("Infraction Period"). In other words, the number of infractions in any Infraction Period shall not be carried forward into the next Infraction Period for purposes of the enforcement of this paragraph.

10. This Pet Agreement shall be executed in duplicate copies and Owner's copy shall constitute the permit for the keeping and harboring of the Pet until same shall be terminated by Manager in accordance with the terms hereof or terminated upon the death of the Pet or the removal of the Pet from the Owner's unit.

This Pet Agreement and the permit it represents are not assignable by Owner.

Owner Agrees to abide by all state and local animal ordinances. An overview of Hillsborough County Ordinances is attached. The complete statute is available through Hillsborough County Animal Services.

The Agreement may not be altered or changed in any way.

Animal Services - Hillsborough County

Select features found in the Animal Ordinance, which will affect pet owners, or the general public is:

- All dogs, cats, and ferrets four months of age or older must be vaccinated against rabies by a veterinarian and be registered with the department. This provision provides for local enforcement of state law, which now requires ferrets to be vaccinated against rabies.
- All dogs will be required to wear the rabies tag when outside. Cats, when outside, will be required to wear the tag or to be micro chipped, tattooed, or have an ear tag that can be used to identify the cat so the owner can be traced. Dogs and cats, while participating in a sanctioned event, will not be required to wear the tag. This provision will better enable a person bitten by a dog or cat and public health authorities to know if the animal has a current rabies vaccination. This will also aid in getting lost pets and their owners reunited.
- Excluding public right-of-way on an owner's private property, no dog or cat shall be allowed to stray, run or go, at large upon any public property or street, sidewalk, park, or on the private property of another without the consent of the property owner. Any cat routinely outdoors while not under direct control must be sterilized. This will better protect the private property rights of our citizens who do not want dogs or cats on their property. It will help reduce problems that can result from outdoor pet cats indiscriminately breeding. It will also likely result in, over time, a higher percentage of pet cats being kept indoors; thereby reducing the health and safety risks to which outdoor cats are exposed.

- Dogs or cats in heat, when not in a proper enclosure, must be under the direct supervision of a responsible individual so that the dog or cat is not allowed to unintentionally come into contact with a male dog or cat and breed. This provision will help prevent unwanted litters of puppies and kittens that contribute to our tragic dog and cat overpopulation problem.
- Any feces deposited by a dog, cat, or pet pig on public property, public walks, and recreation areas or the private property of others must be immediately removed by the person who has custody or control of the animal. This provision will help reduce the health and nuisance problem created by dogs and cats that have been permitted to defecate on the property of others.
- No person will transport on any public highway, roadway or thoroughfare any animal in a vehicle unless the animal is safely confined or tethered to prevent the animal from falling or jumping from the vehicle. This provision will reduce the potential danger to people and animals that could be caused if an animal were to fall onto a busy public road in our county.
- It will be unlawful to strike or interfere with a service animal while performing its duties. This will help prevent someone from interfering with a service animal that is assisting, for example, a deaf or visually impaired person.

767.04 Dog owner's liability for damages to persons bitten.

The owner of any dog that bites any person while such person is on or in a public place, or lawfully on or in a private place, including the property of the owner of the dog, is liable for damages suffered by persons bitten, regardless of the former viciousness of the dog or the owners' knowledge of such viciousness. However, any negligence on the part of the person bitten that is a proximate cause of the biting incident reduces the liability of the owner of the dog by the percentage that the bitten person's negligence contributed to the biting incident. A person is lawfully upon private property of such owner within the meaning of this act when the person is on such property in the performance of any duty imposed upon him or her by the laws of this state or by the laws or postal regulations of the United States, or when the person is on such property upon invitation, expressed or implied, of the owner. However, the owner is not liable, except as to a person under the age of 6, or unless the damages are proximately caused by a negligent act or omission of the owner, if at the time of any such injury the owner had displayed in a prominent place on his or her premises a sign easily readable including the words "Bad Dog." The remedy provided by this section is in addition to and cumulative with any other remedy provided by statute or common law.

PLEASE READ ENTIRE AGREEMENT BEFORE SIGNING

LANCASTER III CONDOMINIUM ASSOCIATION, INC. PET AGREEMENT

**** (6e) PLEASE NOTE THAT THERE CURRENTLY EXISTS NO DESIGNATED PET EXERCISE AREAS WITHIN KINGS POINT. PETS MAY BE EXERCISED IN UNDEVELOPED AREAS OUTSIDE THE COMMON ELEMENTS OF YOUR ASSOCIATION. THIS INCLUDES THE AREAS, WHICH ARE CURRENTLY UNDEVELOPED.**

_____ (Please initial) _____ (Please initial)

IN WITNESS WHEREOF, the undersigned has executed this Pet Agreement on this _____ day of _____, 20____.

OWNER(S)

Signature

Signature

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

by _____

He/She is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public, At Large

For Accounting Use Only:

Deposit

Received From: _____ Amount: \$ _____ Date of Check: _____ Check No: _____

Refund:

Date: _____ Amount: \$ _____ Check No: _____