

Moorings Condos Leasing Requirements Per 2021 Declarations Amendment

- No unit may be rented without written Board approval.
- No owner may rent out their unit during the initial 12 months of ownership.
- No unit shall be leased for a period of less than 6 months.
- No individual rooms may be rented and no transients may be accommodated within a unit. Subleases are prohibited.
- No unit shall be advertised for rent in any vacation rental sites, such as Airbnb, VRBO, etc.
- Owner shall notify Board no less than 15 days in advance of proposed lease (via complete application).
- The required fee must be submitted with application.
- An interview with the Board may be required prior to approval.
- No more than 15% of total units may be leased at any one time. (A waiting list will be established)
- Any lease made in violation of these declarations will be voided.

Signature of Applicant _____ **Date** _____

Stephan C. Nikoloff, Esq.*
Tiffany A. Grant, Esq.
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**also admitted in PA*

Joseph R. Cianfrone, Esq.
Of Counsel

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February 9, 2021

VIA E-MAIL ONLY

Board of Directors
The Moorings of Pinellas County
Condominium Association, Inc.
c/o Ameri-Tech Community Management

Re: Recorded Certificate of Amendment to Declaration

Dear Board Members:

Enclosed please find a Certificate of Amendment to the Declaration recently recorded in the public records for the Association's review and records.

Please distribute a copy of the recorded document to the owners within The Moorings and place the original in the Association's official records.

If you have any questions, please do not hesitate to call.

Sincerely,

Daniel J. Greenberg

Daniel J. Greenberg, Esq.
(*Electronically signed to avoid delay*)

DJG:cmg
Enclosures

PREPARED BY AND RETURN TO
Granfone, Nikoloff, Grant & Greenberg, P.A.
1964 Bayshore Boulevard, Suite A
Dunedin, FL 34698

CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM
THE MOORINGS, A CONDOMINIUM

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on January 27, 2021, by the affirmative vote of not less than two-thirds of the Units of the Association, the Declaration of Condominium of The Moorings, a Condominium, as originally recorded in O.R. Book 4948, Page 1533 et seq., and as amended, in the Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows:

The Declaration of Condominium of The Moorings, a Condominium is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Declaration of Condominium of The Moorings, a Condominium."

IN WITNESS WHEREOF, the foregoing instrument was acknowledged.

THE MOORINGS OF PINELLAS COUNTY
CONDOMINIUM ASSOCIATION, INC.

(Corporate Seal)

By: Karen Cleary, as

President

ATTEST:

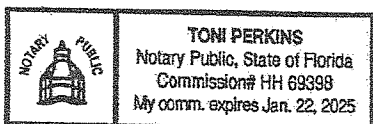
Printed Name Karen Cleary

Donna Houtz, as Secretary
Printed Name

Donna Houtz

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 27 day Jan, 2021 by Karen Cleary and Donna Houtz, as President and Secretary of the Association, and is personally known to me or has produced FLD as identification.



[Signature]
NOTARY PUBLIC

State of Florida at Large
My Commission Expires:

EXHIBIT "A"
SCHEDULE OF AMENDMENTS
TO
DECLARATION OF CONDOMINIUM OF
THE MOORINGS, CONDOMINIUM

ADDITIONS INDICATED BY UNDERLINE
DELETIONS INDICATED BY ~~STRIKE THROUGH~~
OMISSIONS INDICATED BY ELLIPSIS....

1. Shall Article 10, Section 10.3 Leasing, of the Declaration of Condominium, be amended to read as follows:

10.3 Leasing. ~~Units may be rented to persons qualifying under paragraph 10.1 provided the occupancy is only by the lessee and the members of his family, servants and nonpaying social guests, and further provided that the lease is for a term of three (3) months or longer, except that Sponsor reserves the right to lease to qualified renters, as determined in the sole judgement of the Sponsor, for shorter time periods. No unit may be leased without the prior written approval of the Association. An Owner shall not be authorized to lease his Unit during the initial 12 months of ownership. No unit shall be leased for a period of less than six (6) months. No individual rooms may be rented and no transients may be accommodated in a Unit. No Unit shall be advertised for rent as a vacation rental on sites such as Airbnb, VRBO or the like. The Owner shall, no less than fifteen (15) days in advance of the proposed lease, notify the Board of Directors, in writing, of same on such forms as the Board may require. In connection with the application, the Association may charge an application fee up to the highest amount allowed by law, and may conduct a criminal background check, but shall not be obligated to do so. All proposed lessees may be required to be interviewed by a committee appointed by the Board of Directors prior to occupancy. The Board of Directors shall have the authority to adopt or amend criteria, policies and procedures in furtherance of these restrictions from time to time. Any lease or occupancy made in violation of these restrictions shall be deemed void.~~

Not more than fifteen percent (15%) of the Units shall be leased at any one time. The Board of Directors shall be authorized to establish a waiting list to accommodate additional Owners desiring to lease their Units on a first come, first served basis. Association-owned Units shall be exempt from this lease cap and shall not be included in the numerator or denominator in any calculation of the lease cap.

AND

Article 11, Restrictions on Transfer of Unit, Section 11.1, Transfers Subject to Approval, Paragraph (b) Lease, of the Declaration of Condominium, is amended to read as follows:

(b) Lease. No Unit Owner may lease a Unit or any interest therein by lease for a period in excess of one year without approval of the Association.

AND

Article 11, Restrictions on Transfer of Unit, Section 11.2, Approval by Association, Subsection (b), Certificate of Approval, Paragraph 2 Lease, of the Declaration of Condominium, is amended to read as follows:

(2) Lease -- If the proposed transaction is a lease, then within fifteen (15) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. ~~If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in non-recordable form and delivered to the Unit Owner and shall be recorded in the Official Public Records of the County.~~

EXHIBIT "A"