

THE MOORINGS CONDOMINIUM ASSOCIATION, INC. RULES AND REGULATIONS

(Revised/Approved 2/2019)

(Section 1 of 2)

INTRODUCTION

The Moorings Condominium Association, Inc. (hereinafter referred to as "the Association") welcomes you. Because of the size of our community, rules and regulations are needed to keep things running smoothly, to ensure a pleasant, comfortable and enjoyable living experience in our homes, and to maintain standards that will more likely result in appreciation of the value of our homes in the future. The purpose of these Rules and Regulations is to achieve and maintain these goals, and to comply with our Association Declarations and By-Laws.

All approvals required within these Rules and Regulations must be sought reasonably **in advance** by Unit Owner(s) utilizing the process, procedures and forms set forth herein. All Forms referenced and presented herein are available on the property manager's resident login or may be obtained from a Board Member. Approval will not be granted in any circumstance where the Unit Owner(s), their Residents or approved Tenants are in violation of Association Rules and Regulations, including the existence of past-due Association Fees or any other unpaid obligations to the Association. Any Approval given under these Rules and Regulations by the Association shall be revocable, with such revocation provided to the Unit Owner in writing.

Unit Owners are fully-responsible for their own conduct and compliance with these Rules and Regulations as well as the conduct and compliance of all of their Residents, Tenants and Visitors, whether in their Unit or on any Association common areas. Unit Owners are responsible for informing Tenants, Residents and Visitors of these Rules and Regulations.

The Board, on behalf of the Association retains the services of a professional Management Company to handle the day-to-day operations of the Association, including enforcement of these Rules and Regulations. From time to time, it may be necessary to amend these Rules and Regulations. This will be done only after a proper review by the Board of Directors and in accordance with the By-Laws of the Association.

DEFINITIONS & CLARIFICATIONS

THE BOARD: Member or Members of the Association's Board of Directors. Responsibilities undertaken by the Association as set forth herein may at the Board's discretion be carried out by the Management Company at the direction of the Association.

APPROVALS: All Association Approvals, Consents, Notifications, etc. required herein **must be in writing, utilizing Association forms** available on the resident login, from the Management Company or the Board.

COMMON ELEMENTS: Those portions of Association property not owned individually by unit Owners, but in which all Unit Owners hold an indivisible interest, including the grounds, parking areas, recreational facilities and external structure of the buildings.

UNIT OWNER ("Owner"): The legally recorded Owner(s) of a Condominium Unit, whether in residence or not. **"Owner in Residence" is an owner that maintains a residence without leasing their unit.**

RESIDENT: The term "Resident" means anyone living or residing in any Unit for three (3) months or longer. This includes unit Owner's family and non-paying social guests in residence.

VISITOR: As used herein, the term "Visitor" means anyone whom is visiting a Unit (excluding the

Owner's family and non-paying social guests) and is not otherwise a **Resident** as defined above. **Should the stay of such Visitor extend beyond fourteen (14) days, advance Association Approval is required.**

A. GENERAL

1. All Owners must register their complete Profile with the Association (directly or ideally on the resident login) to ensure enhanced communications and continued awareness of all information relevant to our Association. For the convenience of Owners who may not have Internet access you may register profile at Association or Management office.
2. Owners and Residents shall maintain their Unit in a good state of preservation and cleanliness at all times so that neither their Unit nor any other Unit will be damaged by neglect. Broken windows, torn screens, and damaged front doors must be promptly repaired or replaced by the Owner at the Owner's expense. No changes may be made to the standard color of Unit doors. The use of blankets, sheets or other non-standard window treatments is prohibited.
3. Unit Owners must maintain the interior of their Unit at all times in a manner to prevent the development of mold, mildew, or the like. This includes maintaining the Unit at a temperature that prevents the development of mold, mildew, or the like. In the event that mold or mildew or other health-impairing growths occur in the Unit, the Unit Owner must take immediate action to remove the growths, and to sterilize the Unit. If mold, mildew, or other growth causes damage to the portions of the Unit that are maintained by the Association, or the Common Elements, or to any other Unit, the costs of all repairs and remediation will be borne by the Owner of the Unit from which the mold originated. Repairs to the portions of the Unit that are maintained by the Association, or to the Common Elements, or to any other Unit, will be made by the Association, and the cost will be assessed against the Unit from which the mold or mildew originated.
4. Unit Owners and Residents must maintain the interior of their Unit at all times in a manner to prevent water damage. **All unit owners are responsible for their interior water main shut offs. They must have one and be maintained in good working order. The Association has the right upon inspection to demand repair or replacement of any non-functioning shut off at the unit owner's expense.** In the event that a Unit Owner/Resident fails to prevent water damage, including but not limited to failing to shut off the main water to the Unit when the Unit Owner/Resident will be absent from the Unit for three (3) days or longer (see Paragraph K. Extended Absence) and water leakage causes damage to the portions of the Unit that are maintained by the Association, or to Common Elements, or to any other Unit, the costs of all repairs and remediation will be borne by the owner of the Unit from which the water originated. Repairs to the portions of the Unit that are maintained by the Association will be assessed against the Unit from which the water originated.
5. The comforts and facilities of the Moorings are primarily for the use of Owner/Residents and Visitors. Visitors are permitted to use such facilities only with the approval of a Resident.
6. All damages to the Common Elements caused by an Owner, Resident or Visitor or Pet must be promptly repaired or replaced at the expense of the Owner. Littering is prohibited.
7. Laundry and rugs may not be hung or placed over porch railings or balconies or from any of the visible facades of building structures.
8. Vehicle repairs, including oil changes are prohibited on Association property. Oil, solvent or other volatile or flammable material may not be poured into the storm drains or onto common areas. **Vehicles leaking oil or any other type of fluid may not be parked on the Condominium Property. Unit owners and/or residents will be responsible for any damage to the parking lot caused by leaking vehicles.**
9. All interior exterminating of units is the responsibility of the Owner. All infestations must be dealt

with immediately.

10. The American flag may be displayed at any time.
11. Owners, Residents and Visitors shall avoid excessively loud playing of musical instruments, radios, television, etc. and shall avoid making any other noises that will disturb other Units.
12. No one shall post any advertisement or posters of any kind in or on the windows, porches or other area of a Unit visible from the exterior or on any part of the common elements, except as approved in advance. Rubbish, debris and any other unsightly materials are prohibited outside any Unit.
13. Installation of wiring for electrical, telephone, television systems or other electrical or mechanical devices on the exterior of any building, or which protrudes through the wall(s) or roof of any building **is prohibited without advance Association approval.**
14. The exterior of the Units and all other areas pertinent to a Unit, including the porches, balconies and patios shall not be painted or modified except as **approved in advance by the Association.**
15. Porches, balconies and patios **may not** be used as storage areas. **Only patio furniture, potted plants and plant holders are permitted on porches or patios.**
16. Sidewalks, entrances, passages, vestibules, stairways, and corridors shall not be, in any manner, obstructed or encumbered or used for any purpose other than ingress or egress to and from the premises. All bicycles must be placed in the Unit or in the provided Community bicycle racks.
17. Items stored on common property (whips, bicycles, kayaks, grills, etc.) must be clearly labeled with Owner/Resident name and Unit Number. **The Association reserves the right to remove any unidentifiable items.**
18. In the interest of safety, all Florida highway laws apply to the Moorings Condominium property. The speed limit is posted at 10 miles per hour. Motorcycles and motorized scooters are not permitted on The Moorings property.
19. The agents of the Association, any contractor or workman authorized by the Association may enter any Unit at a reasonable hour of the day for purpose(s) permitted under the terms of the Declaration of Condominium or the by-laws of the Association. However, except in case of emergency, such entry will be made by notification/pre-arrangement with the Owner / Resident.
20. No one, except building employees, or licensed contractors, shall be permitted on the roof of the buildings.
21. **All units must install and maintain working smoke alarms.**

B. POOL RULES (See also Pool Rules posted in pool area)

1. The Pool is for the use of Owner/Residents and Visitors. Visitors are permitted to use the Pool with the approval of a Resident. Anyone using the Pool must be at least 14 years old or otherwise accompanied by a responsible parent or guardian. Pets are NOT permitted in the Pool or Pool area.
2. Each Unit is provided a key to the pool area. The gate to the pool area is to be kept locked at all times. This is to provide safety and privacy for all Residents as well as Visitors. **Pool keys are to be transferred to new unit owners upon sale or returned to owners at expiration of lease.**

3. Unless immediate family, each Unit Owner/Resident is allowed up to six (6) pool guests at any one time. All chairs and tables shall be returned to position prior to leaving and umbrellas closed and secured. All trash must be placed in containers provided or removed upon departure from Pool area.
4. Smoking is strictly prohibited in the Pool area.
5. No lifeguard is on duty. Use of the Pool and pool area is entirely at the risk of the Resident/Visitors. Diving, running or horseplay in the pool area is expressly prohibited.
6. Persons with open wounds, skin abrasions and/or contagious diseases are not permitted in the pool or pool area.
7. No cooking permitted in the pool area **unless approved in advance by the Association**. No drinks or food may be brought into the pool area in glass containers.
8. Radios and other music/sound devices must be kept to a volume that does not disturb other users.
9. Under no circumstances can any pool property be removed from the pool area.
10. All persons must use the outdoor shower provided before entering the pool.

C. RECREATION HALL/CLUBHOUSE

1. Unit Owners/Residents may reserve the entire Recreation Hall for functions by submitting a **Reservation Request** (available on the resident login or directly from the Association) not less than seven (7) days prior to the event. The Request will include information relative to the event (date, purpose, hours, group size, etc.) and by signature, will affirm Owner/Resident liability/responsibility and for cleanup and all damages, while indemnifying the Association.
2. A ~~refundable~~ deposit of \$50 dollars must accompany the above Request and \$25.00 will be returned as soon as the cleanup/no damage has been verified by the Association. Damages and/or expenses incurred by the Association in excess of this amount will be the responsibility of the Owner/Resident executing the Reservation Request. ~~The remaining \$25.00 dollars will be used towards utility bill/ wear and tear and upkeep of the clubhouse.~~
3. Users of the Recreation Hall shall not make excessive noises or play music loudly, in consideration of those living nearby. All areas will be cleaned. Dishes (if used) and equipment should be neatly replaced in cabinets. All of the above should be accomplished by 10:00 a.m. the next day.
4. No one shall use the interior furniture wearing a wet bathing suit or when suntan oils or creams are used.
5. Smoking is strictly prohibited in the Recreation Hall.
6. All children are to be accompanied by an adult Resident while in the Recreation Hall.

D. PETS

Unit Owners/Residents are afforded a "conditional license" for "household pets" in accordance with the Rules and Regulations set forth below, which may be withdrawn by the Board at the Board's discretion in the event that the Unit Owner/Resident does not comply with these Rules and Regulations.

1. **All pets must be registered with the Association**, accompanied by the most recent immunization and rabies certificate with weight documented. **Yearly records must be supplied.**
2. Only "household pets" are allowed in our community, reasonably defined as dogs, cats and small birds. Household pets include a maximum of one (1) pet per unit, with the weight of

such animal not to exceed twenty (20) pounds. We know that some small breeds may go over 20 pounds as they grow older or because of medical reasons they remain acceptable.

3. While outside the Resident's unit, the pet must be leashed. Pets may not be tethered or unattended.
4. The Owner of the pet is solely responsible for cleaning up pet droppings immediately. This includes both soiling in the common elements of the Association and in any yards in the neighborhood or the street. Any damage to the landscaping or to the exterior of the building by a pet must be repaired at the pet owner's expense.
5. Pets are not allowed in the swimming pool area or in the Recreation Hall/Clubhouse.
6. Visitors are not permitted to have pets on Association property.

7. Nuisance: Barking – It is the responsibility of the pet owner to keep noise under control, as not to disturb neighbors. If persisting nuisance to neighbors exist, the association has the right to withdraw the pet's approval. The association will not tolerate any foul odors due to pets.

E. OUTDOOR GRILLS

As mandated by the Tarpon Springs Fire Department and NFPA 1:10.11.7, no grills (except electric grills) shall be used, or stored on any balcony or overhang of any floor (patio, porch, etc.) including charcoal and propane fueled grills. The Tarpon Springs Fire Department can assess fines and jail time for each violation, which will be the responsibility of the individual Unit Owner.

F. PARKING

1. All parking spaces may be used for passenger automobiles, passenger vans, sport utility vehicles, and pickup trucks. Pickup trucks will be limited to four normal-sized wheels, no dual wheeled vehicles have nothing stored in the bed, and be free of ladder racks. Temporary placement of kayaks or canoes is permissible in the course of transport, but not for an extended period of time/overnight.
2. Commercial signage is not allowed on any vehicle except a commercial vehicle involved in actively performing a service on the property. All vehicles will be limited to nineteen feet in length (228") including trailer hitches, tailgate and any attachments. All vehicles must fit into a parking space and not any portion of the vehicle extend into the sidewalk, street or prevent access for Emergency vehicle ingress or egress. The association reserves the right as they see fit to limit vehicle parking or disapprove any vehicle at any time.
3. No parking space may be used for parking any boat, commercial vehicle, motorcycle, trailer, motor home, camper, or other vehicles or objects that are either inoperative or not currently licensed for use on the highway. If an Owner/ Resident desires to operate a vehicle that may come into violation of the rules and regulations, that resident should contact the Association for guidance prior to purchase. The invalidity of any portion of this rule shall not affect the validity of any other portion of this rule.
4. All parking spaces are reserved for Owners/Residents. Parking decals must be attached to the outside front windshield lower left corner of all vehicles. Decals are obtained once registering vehicle with Association or Property Manager.
5. Each owner will be issued 2 Visitor Hangtags placards which are available from Association or Property Manager. These must be attached to the rear view mirror be placed on the front dashboard of any vehicle not displaying a valid rear decal. (Replacement hangtags placards can be purchased from Association or Property Manager for \$5 \$10.00 each.) All vehicles missing proper decals or hangtags placards will be subject to being towed at owner's expense.

Placards must be transferred to new unit owner upon sale or surrendered at end of lease.

6. The Association shall have the right to have any vehicle or equipment that is parked in violation of Association Rules and Regulations towed at the sole cost and expense of the Owner/Resident with whom the vehicle/equipment is associated (including Visitor vehicles). Any expense incurred by the Association in connection with the towing of any vehicle or equipment shall be paid to the Association upon demand, by the Unit Owner of the vehicle or equipment.
7. Vehicles may not be parked in such a manner that any portion of the vehicle extends over any portion of a sidewalk.
8. Only one vehicle per licensed driver per unit is allowed.

G. DOCKS

Owners/Residents are entitled to one dock space per Unit on a first come, first served basis. Guest are not permitted to keep boats on Moorings property. All motorized boats/watercraft must be registered with the Association on an annual basis, for owner identification purposes. Boats or motorized watercraft not registered with the Association may be removed by the Association by a licensed contractor and stored at the Owner's expense. Registration numbers must be visible and legible on all boats.

All Owners/Residents must adhere to the following rules:

1. Proof of insurance for motorized watercraft must be presented to the Association simultaneous with registration of the watercraft as required above and on an annual basis. This will ensure that the liability of potential damage to other boats or condominium property as a result of owner negligence or the expense of removing sunken watercraft will not be borne by the Association. Ownership, registration, and insurance must be in the name of listed resident.
2. Mooring whips must be utilized for all boats or personal water vehicle docking platforms to prevent damage to either the watercraft or docks. **Advance Association Approval is required prior to installation of whips as well as placement of whips and ladders to allow maximum use of dock space.** Mooring whips, ladders, and cleats should be through bolted to the dock and cleats placed close to whips or ladders so as not to create a tripping hazard.
3. All dock space is common property, it is not permissible to install whips on dock space in anticipation of mooring a boat/personal water vehicle at a later date. **If watercraft is not occupying the approved/designated dock space for 12 months, whips will be removed and dock space will be available to other owners on a first come, first serve basis. New application and approval will be required.**
4. Watercraft must not be moored in front of community ladders. Personal ladders may be added to the docks. Ladders should be long enough to reach the water at low tide and may be of any non-corrosive metal. **Added personal ladders and whips must be labeled with unit number.**
5. No Poles, Davits or Boat Lifts may be added to **any of** the condominium dock areas.
6. No boat or motorized watercraft that is inoperative shall be docked at condominium property and may be removed by the Association by a licensed contractor and stored at the Owner/Resident's expense.
7. **Only motorized watercraft can occupy dock space. Strictly prohibited from dock space storage are kayaks, canoes, paddle boards, paddle boats and all non- motorized watercraft. All must be stored off docks at designated storage areas (labeled with name and unit number)**

8. Owners cannot transfer dock space when selling unit. Whips and ladders must be removed as each dock space is available on a first come, first serve basis.
9. Owners will be approved for dock space occupancy on the canal (side) where their unit is located, unless no space is available in that location.

H. PATIOS & STORAGE ROOMS ADJACENT PATIOS

Back Patios of lower units may only be extended onto the common property conforming to uniform dimensions of 8 foot (width of the porch) by 4.5 feet (length of extension). Construction must be of concrete blocks, poured concrete, or any non-wood impermeable product as approved by the Board. The City of Tarpon Springs requires a building permit for the addition of pavers, or poured concrete, which **must be submitted to the Association prior to the commencement of approved construction.** All such activity must conform in all respects to City of Tarpon Springs requirements, without exception. No patio may be used as a storage space. **No stacking of furniture, boxes, coolers etc. Exterior patios must be neat and free of clutter. The Association has the right to limit the amount of items on one's porch as to not interfere with emergency ingress and egress according to the TSFD.** Maintenance of storage door & interior of storage spaces are responsibility of Unit Owner.

I. BIRD FEEDING

For the health and wellbeing of our community and in compliance with the Florida Fish and Wildlife Conservation Commission, bird feeding and the use of bird feeders is strictly prohibited on Association Property.

J. LANDSCAPING

Limited landscaping permitted, within the following parameters and Unit Owners/Residents may undertake such landscaping:

1. Immediately around the Owner/Resident's Unit, both front and back. **Landscaping may not extend beyond four (4) feet from the Owner/Residents' Unit and may not infringe on the next Units' space. Owners are responsible for the maintenance and care of all such landscaping. No statues, lawn ornaments, artificial stones, yard art, or landscape lighting are allowed in the front of any buildings. No resident may alter the existing footprint of any flower bed front or back. Back gardens: is limited landscape décor, up to a total of three (3) items of which may include small landscape lighting, statues or lawn art, two (2) feet maximum. The association reserves the right to disapprove any outdoor décor/landscaping deemed unacceptable/inappropriate. No landscaping can interfere with property maintenance, air conditioners, or landscaping. Any placement of mulch must be approved by the association prior to placement.**
2. May plant under stairwells with succulents, ground covers or potted plants. Plants cannot touch underside of stairs. No sprinklers, **statues, lawn ornaments, or landscape lighting** may be used under stairwells.
3. Potted plants are allowed on patios or balconies as long as water does not puddle or pool under planter. If an Owner/Resident has pots/plants on their balcony, they must be kept well tended and not interfere or cause problems for the first floor occupants (i.e. cause damage to the Units' ceiling, walls, or any other surface).

K. EXTENDED ABSENCE

1. Owners/Residents planning to be out of the immediate geographic area for more than seven (7) days while leaving their vehicle parked on Association property **must leave a vehicle key with a resident neighbor or in the Association office and notify the Association in writing** as to whom has the key. If such notification has not been made and the vehicle is towed in the course of an emergency, the Owner/Resident will be responsible for all such towing expenses. When leaving vehicle for extended absence, park vehicle away from sidewalk entries to buildings to allow for on site residents loading/unloading.

2. **Upon vacating a Unit for more than three (3) days Owners/Residents must:**
 - 1) **Turn off the main water supply valve to lessen the possibility of flooding.**
 - 2) **Set the thermostat to 78 degrees max to prevent possible mold.**
3. Each Unit Owner/Resident who plans to be absent from his Unit during the Hurricane season (June-November) must prepare Unit prior to departure by:
 - 1) Removing all furniture, potted plants and other movable objects from balconies, porches and patio.
 - 2) Notifying the Association in writing of the name and address of a responsible firm or individual designated to care for the Unit in the event of an emergency or should the Unit suffer any hurricane damage.

L. EMERGENCY ENTRY KEYS

1. Owners **must provide emergency entry key(s) to the Association** to allow for emergency entry.
2. The Association and/or the Management Company, and only in the discharge of their respective powers and responsibilities, shall have the right to enter any Unit without prior notice in the event of an emergency. Reasons for such emergency entry may include:
 - 1) The fact or threat of fire, flood, or any emergency or any other condition that may adversely affect the common areas or other unit(s), or the fact or threat of illness or danger to the Owner(s) or Resident.
 - 2) Inspection of the Unit, upon due cause shown, for the presence of any vermin, insects, or other pests, or the **presence of "excessive clutter" or other health hazards**, and for the purpose of taking such measures as may be necessary to control or exterminate such vermin, insects, or pests or remove such hazards. Entry may be at any reasonable hour of the day after notification (except in case of an emergency, in which case entry may be immediate and without notice). **Owner/Resident will bear full responsibility/liability, clean up and all damages and costs.**
3. If emergency entry keys have not been furnished as required herein, and if access to a Unit is warranted as described above:
 - 1) The Association and/or the Management Company shall have the right to remove and/or destroy the unit door and/or unit door lock(s), by any means necessary. Under these circumstances, the Association and/or the Management Company will ensure that the Unit is secured following such emergency entry.
 - 2) The Unit Owner shall be responsible for the repair or replacement of such door and/or lock(s) and all costs associated with emergency entry and securing of the Unit.
 - 3) Although reasonable care will be taken, the Association and/or the Management Company shall not be responsible for the damage to and/or removal of the unit door and/or door lock(s) or for any property within the unit which may be lost, stolen, or destroyed as a result of the damage to and/or removal of the unit door and/or lock(s).

M. MAINTENANCE, CONSTRUCTION & MOVING

1. It is the responsibility of each Unit Owner to maintain, repair, and replace at his/her sole and personal expense, whether located inside or outside of their Unit, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, doorbells and doorknockers, air conditioners, heaters, hot water heaters, refrigerators, dishwashers, and other appliances, drains, plumbing servicing their Unit only, plumbing fixtures and connections within their Unit, interior surfaces of all walls, floors and ceilings, and all other portions of their Unit.
2. A Unit Owner shall make no changes or alterations to any interior boundary wall, exterior wall, balcony, porch or patio, screening, exterior door, windows, structural or load-bearing member, electrical service or plumbing service, **without first obtaining advance written approval of the Association**. All alterations and improvements must be in compliance

with all existing building codes. No alterations may cause an increase in any insurance premium to be paid by the Association.

3. Any maintenance involving the painting, alteration, replacement or repair of any item visible from the exterior of the Unit is subject to **advance written approval of the Association**.
4. A Unit Owner may not enclose, paint, or otherwise change the appearance of the porches, patios, or any portion of the exterior of the building **without the advance written consent of the Association**.
5. All tile and hardwood installations must include a reasonable and effective soundproofing barrier.
6. Unit Construction noise is only permitted between the hours of 9:00 AM and 6:00 PM and must be kept to a reasonable minimum. All work shall be done without disturbing the rights of other Unit Owners.
7. All Unit Owners will be directly responsible for the cost of cleanup or repairs to Association property or common elements resulting from Construction or Moving. **Unit owners must get association pre-approval for overnight parking of contractor trailer/vehicle**

N. EMPLOYEES and/or SUB-CONTRACTORS

In order to effectively utilize Association/Management Company employees and/or sub-contractors and to minimize the cost of performing maintenance work, orders or directions to any employee of the Association/Management Company may only be issued by the Association/Management Company. All requests for service shall be directed to the Association. Employees are not permitted to perform any activity for residents during their working hours. The Association is not responsible for any recommendations by employees regarding repairs or reconstruction to a Unit.

O. GRIEVANCE PROCEDURES

The Board of Directors has made a commitment to make our community pleasant for all to enjoy. Knowing that there will be grievances from time to time, the Association needs a paper trail and therefore has adopted the following rules:

1. Owner/Resident should obtain a copy of the "Report of Grievance" from the Association.
2. Fill out form completely as pertinent to your complaint in the comments area. Please include any conversations you might have had regarding this complaint with the offending party.
3. Signature of the complainant is required. If not signed the complaint will be discarded and no action taken.
4. The Association will investigate the situation and respond to all complaints in writing within 30 (thirty) days. A letter will be sent to the offending party. If the grievance is perpetrated again, the next letter is to the attorney of record for legal action. If the Association prevails in a legal action the offending party will be responsible for all court and legal fees.
5. All grievances and the results of subsequent investigations or actions taken shall be kept on file with the Association as a matter public record until the complainant and/or offending party is no longer an Owner/Resident, or a minimum of three years, whichever comes first.

P. ENFORCEMENT

Please be aware that the Florida Condominium Act gives Associations limited fining authority as a tool in the enforcement process. **After an initial warning, the Association may levy a fine** ~~A fine may be levied~~ on the basis of each day of a continuing violation. The Association reserves its right to implement fining at any time and to the full extent of the Florida Condominium Act. **The Association may allow for fines**

(MCL559.206(c)) and injunction relief (MCL559.206(a)) to enforce condo documents/recovery of all attorney fees and costs if successful. (MCL559.206(b))

Q. LIABILITY FOR OWNER/RESIDENT/VISITOR

1. A Unit Owner/Resident shall not do anything within his or her Unit or on the common elements that would adversely affect the safety or soundness of the common elements or any portion of the Association property or condominium property, which is to be maintained by the Association.
2. Unit Owners are jointly and severally liable to the Association for the expense of any maintenance, repair or replacement rendered necessary by their acts or omissions, or by those of the occupants of their Units, whether Residents or Visitors.
3. Nothing in these Rules and Regulations is intended to restrict the right of the Association or of any unit Owner/Resident/Visitor to notify the Police or other County/State/Federal authorities of disturbances of the peace or of other illegal activities, or of health or fire- safety issues, or of concerns for the safety of children or pets, or of concerns about persons who may pose a risk to themselves or to others, or of other appropriate concerns.

R. VISITORS:

1. ALL visitors who will be in the community for three (3) days or more must complete the attached visitor's information form and return to either the property manager or to The Moorings with a copy of their driver's license attached within two (2) days of arrival. Please send to Nancy Lucas at nlucas@mgmt-assoc.com or the Association office at themooringscondo@gmail.com or fax to 813-433-2040.
2. Visitor Parking Placard must be placed on the dashboard and visible on all guest vehicles.
3. Visitor Information forms will be kept on the bulletin board outside the clubhouse for owner's convenience. The form is also available on The Moorings webpage www.themooringscondominium.com
4. We need the following information in case you do not have a form: Unit number, name(s), address, phone number, vehicle information (make, model, year and tag number) date of arrival and how long guest are staying, and emergency contact. This can be emailed to themooringscondo@gmail.com

THE MOORINGS CONDOMINIUM ASSOCIATION, INC.
RULES AND REGULATIONS
(Section 2 of 2)
LEASING AND SALE/OWNERSHIP TRANSFER

A. LEASING NEW & GENERAL (Annual & Seasonal)

1. **IMPORTANT:** No Lease Application Package will be accepted from any Unit Owner whereby the Owner is in a state of non-compliance with any of the Associations Rules and Regulations and/or delinquent on any obligations to the Association, including monthly Association dues, assessments, charges, expenses, fees and/or fines.
2. All Annual leases for Units must be for an initial term of one (1) year, unless a "Seasonal Lease" which is for a term of three (3) months or more but less than twelve (12).
3. Tenant occupancy will not begin until such time that a Lease Application Package has been approved.
4. Every Owner who wishes to lease a Unit must use a written Lease, signed by the Owner and the Tenant(s) who are intended to occupy the Unit. Such lease must also include a signed Lease Addendum (Exhibit A attached) bearing the original signatures of the Owner and the Tenant(s), whose name(s) appear on the Lease
5. Prior to entering into a prospective new Lease for a Unit, the Owner must deliver the following to our Association Management Company a **Complete Application Package**. A **Complete Application Package** is defined as follows:
 - a. A fully completed and signed **Moorings Condominium Association Application For Rental**.
 - b. A fully completed and signed Lease.
 - c. A clear and readable copy of a current Driver's License for each Tenant. If not a licensed driver, a government issued photo ID must be submitted.
 - d. Copy of Auto Registration and Valid Insurance card for ALL vehicles that will be parked on property.
 - e. Signed Parking Policy Addendum.
 - f. A check made payable to The Moorings Condominium Association to cover total application processing fee of ~~\$60~~ **\$100.00**, per applicant, or such other amount as may be established from time to time to fully-reimburse the Association actual costs incurred processing of Tenant applications, ~~but which will in no instance exceed \$100.00 per Applicant.~~ **There is no charge for the annual required lease renewal.**
 - g. Processing will not commence by the Association until a **Complete Application Package**, as defined above is received. The Board, in collaboration with the Management Company will employ best efforts to render a decision within ~~ten (10)~~ **fifteen (15)** business days of receipt of a **complete** application package.
6. Each Owner who rents his or her Unit will continue to bear the obligation to perform all of the obligations and duties of an Owner under the Rules and Regulations throughout the term of the lease.
7. An Owner who leases his or her Unit must continue to make prompt and full payment of all Assessments, charges, expenses and fees levied against the Owner's Unit, including all fines levied during the term of the lease for breaches of the Association's Rules and Regulations.

8. Each Owner who leases his or her Unit must bear the obligations and duties to require and to enforce his or her tenant's prompt and full compliance with the provisions of the Rules and Regulations, to cure his or her tenants breaches of the Rules and Regulations, and to perform any repairs or replacements which may become necessary because of the tenant's breaches of the Rules and Regulations.
9. Should it become necessary for the Association to take action itself, or by and through its attorneys, to enforce the Owner's or the Tenant's compliance with the Rules and Regulations, or to cure a breach, or to perform any repairs or replacements on the Unit, Common Elements or Limited Common Elements, then all costs, expenses and fees, including attorneys' fees, incurred by the Association to cure the breach, to obtain access to the Unit to perform any repairs or replacements, and/or to obtain any judgment and/or court order will be levied by the Board as assessments against the Owner's Unit, and will be a lien on the Owner's Unit, enforceable and collectible from the Owner in the same manner as an unpaid assessment.
10. If any assessments, charges, expenses, fees and/or fines coming due from the Owner during the term of a lease are not paid promptly and in full, then upon ten (10) days from the date of written notice from the Board/Management Company to the Owner and the Owner's Tenant by first class mail, all sums due to the Association from the Owner must be paid to the Association by the Tenant out of the next month's rent, and continuing from month-to-month, to the extent of the monthly or periodic rent due from the tenant to the Owner, until the entire sum due to the Association from the Owner is paid; and the Owner must give the Tenant a dollar-for-dollar credit from month-to-month for rent due to the Owner from the Tenant for all sums paid by the tenant to the Association.
11. If, during the term of any lease an Occupant or Tenant who resides in, or who routinely occupies, the Unit demonstrates a disregard for the provisions of the Association's Rules and Regulations, and the Association determines it to be in the best interests of the Association to bar the Owner from extending or renewing the term of lease, or from continuing to lease the Unit, then the Association shall so notify the Owner in writing of that determination, and the Owner shall thereupon be barred from extending or renewing the term of the lease, or continuing said lease in any way in favor of the Occupant or Tenant beyond its original term.
12. If, during the term of any lease the Owner of the Unit demonstrates a disregard for the provisions of the Association's Rules and Regulations, including, but not limited to failing to require the Owner's tenant to comply with the Rules and Regulations, and/or failing to maintain the Unit in accordance with the provisions of the Rules and Regulations, and/or failing to pay assessments or any other charge or expense due to the Association, and the Board determines it to be in the best interests of the Association to bar the Owner that determination, and the Owner shall thereupon be barred from renewing or extending said lease beyond its original term, and from leasing the Owner's Unit.
13. No lease may contain any term, condition or provision which will operate or be applied in a manner which is contradictory to, or which violates, any provision or policy stated in the Rules and Regulations or Declarations of Condominium, and any such contradictory terms as may be stated or incorporated in a Lease, if any, are void as between the Association and the Owner and tenant.
14. Each Tenant will bear the obligation throughout the Tenant's occupancy of the Unit to require and enforce the compliance of all persons residing in the Unit, as well as the Tenant's guests, invitees, agents, servants, employees, domestics, tradesmen and contractors with the Declaration and Rules and Regulations.

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15. No use or practice shall be done, condoned or permitted by any Tenant in any Unit, nor shall anything be kept, used, maintained or stored in any Unit by any tenant which is:
 - a. A nuisance or a source of undue annoyance to the Owners, Residents or Visitors of other Units.
 - b. An interference with the peaceful possession and proper use of the Properties in accordance with the rights, privileges and easements stated in the Rules and Regulations.
 - c. A basis for a material increase in the rate of insurance on the Properties beyond that to be anticipated from the conduct of otherwise permitted uses on the Properties.
 - d. A basis for the cancellation of any insurance policy or policies maintained by the Association.
 - e. A condition or use that jeopardizes the health, safety, and/or welfare of the Owners and/or Occupants, or the use, soundness, safety, appearance or value of the Properties.
 - f. Impair any easement or rights granted under the provisions of the Declaration or Rules.
 16. The failure of any Owner or their Tenant to promptly and fully comply with the Association's Leasing Rules may result in the issuance of demands for curative action by the Owner, and/or repair or replacement work to be performed by and at the expense of the Owner, and the imposition of such other sanctions and remedies as may be available to the Association under the Declaration and the Rules and Regulations, including the levying of fines against an Owner.
 17. The existence and enforcement of these rules shall not give rise to a landlord and Tenant relationship between any tenant and the Association; these rules are intended to lie as between the Association and the Owner of the Unit, for the purpose of causing the Owner of the Unit to require the Owner's tenant to act in a responsible manner throughout the tenant's occupancy of the Unit.

B. LEASE RENEWAL (Annual & Seasonal)

1. All lease renewals shall be done using the **Lease Renewal Addendum** (Exhibit B attached).
2. All lease renewal approvals are at the discretion of the Board of Directors. Tenants with a history of Rules Violations may be denied lease renewal.
3. Requests for Lease Renewal will be sent to the Unit Owner 30 days prior to lease expiration and are to be completed prior to expiration. The Board of directors will provide approvals or rejections within 10 business days.

C. TENANT APPROVAL CRITERIA

1. A New Lease will not be considered for approval until submission of a **Complete Application Package**, as defined within Section 2.A.5 of the Rules and Regulations presented herein.
2. Tenant Occupancy shall not begin until such time that a Lease Application Package or Lease Renewal Addendum has been approved.
3. No Tenant/Lease or lease renewal will be considered/approved if it is determined that either of the following conditions exist prior to approval of a Complete Application Package:
 - a. A new Lease/Tenant occupancy has commenced.
 - b. Expiration of the existing Lease has occurred/lease has been renewed by the Owner prior to Application Package approval.

4. No Tenant/Lease or Lease Renewal will be approved for any Unit Owner whereby the Owner (or Existing Tenant) is in a current state of or, has an ongoing, documented history of non-compliance with any of the Associations Rules and Regulations (including Association Declarations).
5. No Tenant/Lease or Lease Renewal will be considered/ approved for any Unit Owner who is delinquent on any obligations to the Association, including monthly association dues, assessments, charges, expenses, fees and/or fines.
6. No Tenant/Lease will be approved upon discovery of incomplete or material misrepresentation or non-disclosure of required Application information.
7. No Tenant Lease or Lease Renewal will be approved whereby a Conflict with existing rules & Regulations (e.g. Pet Rules, etc.) will exist at the commencement of the Lease/Lease Renewal.
8. **NEW LEASES ONLY:** No Tenant/Lease will be approved unless all Tenants/Parties to lease are subject to a satisfactory background check, including Nationwide Eviction, Criminal, Sex Offender and Global Sanctions database search. Applications will be denied whereby any proposed Tenant(s) appear on the Sex Offender, Global Sanctions Database Report and/or where the Criminal Background Check confirms a felony conviction.

D. NEW OWNER/PURCHASER REQUIREMENTS & CRITERIA

Unit Owners are responsible: for informing real estate agents and prospective purchasers of the Rules and Regulations. These Rules and Regulations will apply to Ownership Transfers (family, etc.) as well as actual Sale transactions:

1. Prior to the purchase or transfer of ownership of a Unit, it is the responsibility of the existing Owner(s) to ensure that the purchaser(s)/new owner(s) submit a **Complete Application Package** to the Association Management Company, defined as follows:
 - a. A fully completed and signed **Moorings Condominium Association Application For Purchase.**
 - b. A clear and readable copy of a current Driver's License for each prospective Owner. If not a licensed driver, a government issued photo ID must be submitted.
 - c. Copy of Auto Registration and Valid Insurance card for ALL vehicles that will be parked on property.
 - d. Signed Parking Policy Addendum.
 - e. An Application Processing Fee of ~~\$60~~ **\$100** per person, or such other amount as may be established from time to time to fully-reimburse the Association actual costs incurred processing of applications.
2. No Purchaser/New Owner Application will be approved upon discovery of incomplete or material misrepresentation or non-disclosure of required Application information.
3. No Purchaser/New Owner Application will be approved whereby a Conflict with Existing Rules & Regulations will exist following Purchase (e.g. Pet Rules, etc.).
4. New Owners are subject to a satisfactory background check, including Nationwide Eviction, Criminal, Sex Offender and Global Sanctions database search. Applications will be denied whereby any proposed Owner(s) appear on the Sex Offender, Global Sanctions Database Report and/or where the Criminal Background Check confirms a felony conviction.
5. New Owners must register their complete Profile with the Association (directly or on the resident login) within five (5) business days of purchase. Site registration may be arranged by contacting the Management Company or member of the Board of Directors.

EXHIBIT A:

The Moorings Condominium Association, Inc.

LEASE ADDENDUM

1. Each of the undersigned Tenants under the Lease dated _____
Between _____ (the "Unit Owner") and the undersigned Tenants (the "Lessee") acknowledge the receipt, review and understanding of the Rules and Regulations for The Moorings Condominium Association, Inc. (the "Rules and Regulations").
2. Each of the undersigned Tenants acknowledges and agrees that the Lease is subject to the terms of the Rules and Regulations and agrees with the Unit Owner to be bound by and to abide with the terms presented therein.
3. Each of the undersigned tenants understands and acknowledges that the failure of any of the undersigned Tenants to fully comply with the terms of the Rules and Regulations shall constitute a default under the terms of the Lease and may result in the termination of the Lease.
4. Each of the undersigned Tenants covenants and agrees to disclose to the Unit Owner and the Association the names of all occupants of the premises subject to the Lease, even if they are not deemed to be Tenants under the terms of the Lease, except with respect to children of the Tenants.
5. Each of the undersigned tenants acknowledges and understands that although they may have guests on the premises, any guest that is a resident or occupant of the premises for more than fourteen (14) days shall be considered to be an "additional Tenant" whose presence shall not be permitted under the Lease absent the express written pre-approval by the Unit Owner and the Association, which may at the Association's discretion, include submission by such "additional tenant or tenants" submission of a Complete Application Package, as set for within Section 2, Paragraph A. 5.

Unit Owner

Unit Owner

DATE

Tenant (Lessee)

Tenant (Lessee)

DATE

Exhibit B:

The Moorings Condominium Association, Inc.

LEASE RENEWAL ADDENDUM

Landlord: _____

Tenant: _____

Leased Premises: _____

This lease addendum between Landlord (Lessor) and Tenant (Lessee) is entered into upon this date _____ and in consideration of renewing existing lease for Unit # _____ in Moorings Cove Drive, Tarpon Springs, FL 34689. The only changes to the following are:

Residential Lease Agreement written for original term of _____ and ending _____ and renewed year to year is changed to term commencing on _____ and ending on _____.

Monthly rental is: \$ _____
(This rental rate includes the use of boat docking / mooring privileges in compliance to the Moorings Condominium Association, Inc. Rules and Regulations.)

Landlord grants possession of the Leased Premises to Tenant.

Landlord and Tenant, by execution of this document, agree to abide by the current rules and regulations of the Moorings Condominium Association which may change from time to time. It is your responsibility to abide by any new changes.

I have read this lease addendum and its original residential lease agreement in its entirety and I understand and agree to each and every item herein.

Landlord (Lessor)

Landlord (Lessor)

DATE

Tenant (Lessee)

Tenant (Lessee)

DATE
12/2018

The Moorings of Pinellas County Condominium Assn., Inc.

VISITOR INFORMATION SHEET

Unit Owner(s): _____ Unit # _____

Visitors Name(s): _____

Address: _____

Telephone: (Home) _____ (Cell) _____

E-mail: _____

VEHICLE: YEAR _____ MAKE _____ MODEL _____ TAG # _____ EXP DATE _____

Date(s) of visit: From: _____ To: _____

Who may we contact in the event of an emergency? _____

Telephone: _____

PLEASE NOTE: This information is necessary in the event of an emergency and is not for public use.

Comments, questions and suggestions are welcome: _____

Please return to: Ameri-Tech Community Management, Inc.
24701 US Highway 19 N., # 102
Clearwater Florida 33763
Fax: 727-723-1101

Property Manager: Keith Phillips, LCAM
727-726-8000 Ext. 346
kphillips@ameritechmail.com

Moorings Condo: 727-741-5451
themooringscondo@gmail.com

NOTE: PLEASE FAX OR EMAIL THIS FORM TO THE PROPERTY MANAGER OR TO THE MOORINGS EMAIL AT LEAST TWO (2) DAYS PRIOR TO VISITORS ARRIVING. PLEASE ATTACH A COPY OF VISITORS DRIVERS LICENSE.

VISITOR PARKING PLACARD MUST BE PLACED ON DASHBOARD OF VEHICLE.