

# **The Moorings of Pinellas County Check List for Buyers/Tenants**

- ☐ Application Completed
- ☐ Buyer/Tenant Application signed by each applicant
- ☐ Buyer/Tenant Information form signed by each applicant
- ☐ Parking Policy Addendum Signed
  - a. Copy of Driver's License for each applicant ☐
  - b. Copy of Auto Registration for each Vehicle ☐
  - c. Copy of Valid Insurance for each Vehicle ☐
- ☐ Signed Leasing Requirements per Declaration Amendment
- ☐ Signed Requirement for Homeowners HO-6 Insurance  
(N/A for tenants)
- ☐ Pet Registration Form Completed or N/A and signed
- ☐ Watercraft Form Completed or N/A and signed
  - a. Copy of Registration and Insurance ☐
- ☐ Signed Pool Fob Form
- ☐ Signed Rules and Regulations Form
- ☐ Background check is cleared
  - a. Sex offender
  - b. Criminal History
  - c. Credit
- ☐ Application fee (\$150.00) per person  
(attach a copy of check)

Please note that the Board has 15 days to issue approval after completed application is received.

Updated March 2023

# **The Moorings of Pinellas County Condominium, Inc.**

**Application for Purchase/Lease**  
**PLEASE SUBMIT ALL APPLICATIONS TO:**

**Ameri-tech Community Management, Inc.**

24701 US Hwy. 19N, Suite 102  
Clearwater, Florida 33763  
(727)-726-8000 Ext. 306  
Att: Ellyse Vosselmann, Mgr.  
evosselmann@ameritechmail.com

**Sale/ Lease Requirements**

1. Fully completed and signed Moorings application for **EACH** Applicant.
2. Clear copy of Driver's License or Government -Issued Photo ID for **Each** Applicant.
3. Copy of Auto Registration and Valid Insurance Card for **ALL** vehicles that will be parked on property.
4. Initial each and Sign Parking Addendum.
5. Copy of the executed Sale/Lease Agreement signed by all parties.
6. Applicants must provide a \$150.00 check, or money order made payable to:  
**The Moorings Condominium Association, Inc.** for the processing fee of **Each** applicant.
7. Association Board will respond within 15 business days of receipt of a **completed** application package.

**IMPORTANT:**

- \* Incomplete or unsigned applications or those accompanied by incomplete or unsigned sale/lease agreements will **NOT BE ACCEPTED FOR PROCESSING**.
- \* PLEASE see the checklist provided before submitting paperwork.

**THE MOORINGS CONDOMINIUM ASSOCIATION, INC. | APPLICATION FOR LEASE OR PURCHASE (REV 3.14)**

BUILDING & UNIT NUMBER	CURRENT OWNER(S)	LEASE EFFECTIVE DATE	PURCHASE DATE	
<b>APPLICANT INFORMATION</b> <span style="float: right;">SEPARATE APPLICATION REQUIRED FOR EACH ADULT TENANT OR PURCHASER</span>				
LAST NAME	FIRST NAME	M.I.	SSN	DRIVER'S LICENSE #
BIRTH DATE	HOME PHONE ( )	WORK PHONE ( )	EMAIL	
<b>CURRENT ADDRESS</b>				
STREET ADDRESS		CITY	STATE	ZIP
DATE IN	DATE OUT	LANDLORD/MORTGAGE HOLDER NAME		LANDLORD PHONE ( )
REASON FOR LEAVING				
<b>PREVIOUS ADDRESS</b> <span style="float: right;">LIST PRIOR IF CURRENT EMPLOYMENT LESS THAN THREE YEARS</span>				
STREET ADDRESS		CITY	STATE	ZIP
DATE IN	DATE OUT	LANDLORD NAME		LANDLORD PHONE ( )
REASON FOR LEAVING				
<b>OTHER OCCUPANTS</b>				
LIST NAMES AND BIRTH DATES OF ALL ADDITIONAL OCCUPANTS 18 YEARS OR OLDER				
LIST NAMES AND BIRTH DATES OF ALL OCCUPANTS 18 YEARS OR YOUNGER				
<b>PETS</b> <span style="float: right;">ALL PETS MUST BE LISTED INCLUDING ACTUAL WEIGHT OF DOG(S) WHICH WILL BE VERIFIED IF APPLICATION APPROVED</span>				
ANY PETS?				
HAVE YOU REVIEWED AND DO YOU UNDERSTAND OUR ASSOCIATION PET RULES?    YES    NO				
<b>EMPLOYMENT INFORMATION</b> <span style="float: right;">LIST PRIOR IF CURRENT EMPLOYMENT LESS THAN THREE YEARS</span>				
1. OCCUPATION		EMPLOYER/COMPANY		
SUPERVISOR NAME		SUPERVISOR PHONE ( )	START DATE	END DATE
2. OCCUPATION		EMPLOYER/COMPANY		
SUPERVISOR NAME		SUPERVISOR PHONE ( )	START DATE	END DATE
3. OCCUPATION				
SUPERVISOR NAME				
<b>EMERGENCY CONTACT</b>				
1. NAME	ADDRESS	PHONE ( )	RELATIONSHIP	
2. NAME	ADDRESS	PHONE ( )	RELATIONSHIP	
<b>PERSONAL REFERENCES</b>				
1. NAME	ADDRESS	PHONE ( )	RELATIONSHIP	
2. NAME	ADDRESS	PHONE ( )	RELATIONSHIP	

**BACKGROUND INFORMATION****CONTINUE ON ATTACHED  
SHEET IF NECESSARY  
FOR ANY "YES"  
ANSWERS****HAVE YOU EVER:**Been evicted from a tenancy or left owing money? If yes, please provide Property Name, City, State, and Landlord Name. **YES NO**

Been convicted of a crime? If yes, please provide Type of Offense, County, and State.

**YES NO****VEHICLE INFORMATION**

1. MAKE &amp; MODEL

YEAR

LICENSE NO. &amp; STATE

2. MAKE &amp; MODEL

YEAR

LICENSE NO. &amp; STATE

OTHER VEHICLES OR WATERCRAFT (ALL DETAILS)

**OTHER INFORMATION PLEASE CIRCLE "YES" OR "NO" BELOW ->>>> EXPLANATION REQUIRED FOR ANY "NO" ANSWERS**

1. HAVE YOU RECEIVED &amp; REVIEWED A COPY OF OUR ASSOCIATION RULES AND REGULATIONS?

**YES NO**

2. DO ANY QUESTIONS OR KNOWN CONFLICTS EXIST WITH OUR ASSOCIATION RULES AND REGULATIONS?

**YES NO**

3. HAVE YOU ATTACHED A CLEAR COPY OF YOUR DRIVER'S LICENSE OR GOVERNMENT ISSUED PHOTO ID?

**YES NO**

4. HAVE YOU ATTACHED A COMPLETE, SIGNED COPY OF YOUR LEASE OR PURCHASE AGREEMENT INCLUDING REQUIRED ASSOCIATION PROVISIONS OR CERTIFICATION PRESENTED WITHIN OUR RULES AND REGULATIONS?

**YES NO**

5. DO YOU UNDERSTAND THAT INCOMPLETE/INACCURATE APPLICATIONS WILL BE DENIED WITHOUT REFUND OF FEES?

**YES NO**

EXPLANATION (ATTACH SEPARATE SHEET IF NEEDED):

I (the undersigned) declare all of the foregoing information to be true, correct and complete in all respects and do hereby authorize THE MOORINGS CONDOMINIUM ASSOCIATION, INC. and/or its agents to conduct whatever background investigation necessary for screening purposes, which will be kept strictly confidential.

Information will be obtained by third party vendors and compiled from sources believed to be reliable, however the accuracy of which cannot be guaranteed. I hereby hold THE MOORINGS CONDOMINIUM ASSOCIATION, INC. and it's agents free and harmless of any liability for any damages arising out of any improper use of this information.

APPLICANT FULL SIGNATURE: \_\_\_\_\_

PRINT FULL NAME &amp; DATE: \_\_\_\_\_

DATE \_\_\_\_\_

CUSTOMER NUMBER \_\_\_\_\_

**TENANT INFORMATION FORM**I / We \_\_\_\_\_, prospective  
tenant(s) / buyer(s) for the property located at \_\_\_\_\_,

Managed By: \_\_\_\_\_ Owned By: \_\_\_\_\_,

Hereby allow TENANT CHECK LLC and or the property owner / manager to inquire into my / our criminal and rental history as well as any other personal record, to obtain information for use in processing of this application. I / we understand that on my / our file it will appear the TENANT CHECK LLC has made an inquiry. I / we cannot claim any invasion of privacy or any other claim that may arise against TENANT CHECK LLC now or in the future.

**PLEASE PRINT CLEARLY****TENANT INFORMATION:**

SINGLE \_\_\_\_\_ MARRIED \_\_\_\_\_

FULL NAME: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

DRIVER LICENSE #: \_\_\_\_\_

CURRENT ADDRESS: \_\_\_\_\_

HOW LONG? \_\_\_\_\_

LANDLORD &amp; PHONE: \_\_\_\_\_

PREVIOUS ADDRESS: \_\_\_\_\_

HOW LONG? \_\_\_\_\_

EMPLOYER: \_\_\_\_\_

OCCUPATION: \_\_\_\_\_

GROSS MONTHLY INCOME: \_\_\_\_\_

LENGTH OF EMPLOYMENT: \_\_\_\_\_

WORK PHONE NUMBER: \_\_\_\_\_

HAVE YOU EVER BEEN ARRESTED?  
(CIRCLE ONE) YES NO

HAVE YOU EVER BEEN EVICTED?  
(CIRCLE ONE) YES NO

SIGNATURE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

**SPOUSE / ROOMMATE:**

SINGLE \_\_\_\_\_ MARRIED \_\_\_\_\_

FULL NAME: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

DRIVER LICENSE #: \_\_\_\_\_

CURRENT ADDRESS: \_\_\_\_\_

HOW LONG? \_\_\_\_\_

LANDLORD &amp; PHONE: \_\_\_\_\_

PREVIOUS ADDRESS: \_\_\_\_\_

HOW LONG? \_\_\_\_\_

EMPLOYER: \_\_\_\_\_

OCCUPATION: \_\_\_\_\_

GROSS MONTHLY INCOME: \_\_\_\_\_

LENGTH OF EMPLOYMENT: \_\_\_\_\_

WORK PHONE NUMBER: \_\_\_\_\_

HAVE YOU EVER BEEN ARRESTED?  
(CIRCLE ONE) YES NO

HAVE YOU EVER BEEN EVICTED?  
(CIRCLE ONE) YES NO

SIGNATURE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

**TENANT CHECK HOURS OF OPERATION:**

MONDAY - FRIDAY : 9:00 a.m. - 5:30 p.m.

SATURDAY : 11:00 a.m. - 4:00p.m.

ALL ORDERS RECEIVED AFTER 3:00 p.m. (2:00 p.m. on Sat.) WILL BE PROCESSED THE  
NEXT BUSINESS DAY

**email@tenantcheckllc.com**

**IF THE WRONG INFORMATION IS SUBMITTED, A SECOND  
APPLICATION FEE WILL BE CHARGED TO RE-PULL THE REPORT.**

A CREDIT REPORTING SERVICE PROVIDING CREDIT REPORTS FOR  
REALTORS / PROPERTY MANAGERS / APARTMENT COMPLEXES /  
MOBILE HOME PARKS / CONDOMINIUM ASSOCIATIONS / EMPLOYERS

## The Moorings Parking Policy Addendum

\_\_\_\_ All vehicles parked on property must clearly display a valid parking decal. Resident decals must be installed on the exterior rear of your vehicle.

\_\_\_\_ Overnight Visitors and all vehicles without decals (including rentals or loaner vehicles) parked overnight must have a visitor hangtag displayed from the rearview mirror at all times.

\_\_\_\_ Visitor hangtag is only valid for 14 days unless otherwise approved by the Condo Assoc. Unapproved visitor car parking beyond 14 days will be subject to tow.

\_\_\_\_ Any vehicle that is on jacks, blocks or otherwise inoperable, double parked, blocking a dumpster, parked on sidewalks or landscaping, taking up more than one parking space, parked in a fire lane, parked in a handicapped spot without the proper permit, has missing license plates or is parked anywhere other than a clearly designated parking space will be subject to tow.

\_\_\_\_ Vehicles with flat tires, expired plates, leaking fluids, not in acceptable condition or otherwise deemed improper by management will be given a 24-hour notice to correct the violation. If not corrected, the vehicle will be towed with no further warning.

\_\_\_\_ Only those residents on the lease will receive a parking decal.

\_\_\_\_ Motorcycle, boats, trailers, RV's or commercial vehicles may not be parked on property.

\_\_\_\_ Any decals or hangtags that are improperly placed, obscured or otherwise not readily visible may result in your vehicle being towed.

\_\_\_\_ If you purchase a new vehicle you must contact Condo Assoc or Property Manager for verification and you will be issued a new decal. Old decals are not transferable.

\_\_\_\_ Residents are responsible for informing guests of all parking policies.

\_\_\_\_ Vehicles towed at owners expense. Condo Assoc and Management are not responsible for damages or loss.

\_\_\_\_ Only one vehicle per licensed driver per unit allowed.

X Resident \_\_\_\_\_ Date \_\_\_\_\_  
Year Make Model Tag Number Exp.

X Resident \_\_\_\_\_ Date \_\_\_\_\_  
Year Make Model Tag Number Exp.

Property Agent \_\_\_\_\_ Date \_\_\_\_\_

\*Updated 2/2018

## **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.

X **Signature of Applicant** \_\_\_\_\_ **Date** \_\_\_\_\_

**MOORINGS CONDOS HOMEOWNERS (H-06) POLICY REQUIREMENTS  
PER 2022 DECLARATIONS AMDENDMENT**

- All unit owners are required to purchase a Homeowners Insurance (HO-6) Policy.
- A copy of the policy must be submitted to the Condo Association within 30 days of approved application and annually thereafter.
- You or your agent may email the Homeowners Policy Declaration page to Ameritech - mooringsinsurance@gmail.com.
- Homeowners are obligated to submit any claims to their insurance carrier promptly in the event of any loss.
- Refer to the attached Declaration Amendment - Article 8, Insurance, Section 8.2.

**Signature of Applicant** \_\_\_\_\_ **Date** \_\_\_\_\_

**March 2023**



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. Article 8, Insurance, Section 8.2, of the Declaration of Condominium, is amended to read as follows:

8.2 ~~Authority Requirement of Individual Unit Owners to Purchase Insurance and Sponsor's Recommendation.~~ It shall not be the responsibility ~~of and~~ duty of the ~~each Unit Owner Association~~ to obtain insurance coverage upon the personal liability, personal property ~~of and~~ living expenses of any Unit Owner but the Unit Owner may obtain such insurance at his/her own expense provided such insurance ~~does may not be of a nature to affect policies purchased by the Association.~~ Unit Owners shall furnish the Association with copies of all insurance policies obtained by them on an annual basis. In the event of a loss within the unit, the Unit Owner shall be obligated to promptly submit such claim to their insurance carrier and provide proof of such claim to the Association within a reasonable time period or upon request, unless otherwise agreed to in writing by the Association.

2. Article 14, Compliance and Default, Section 14.3, of the Declaration of Condominium, is amended to read as follows:

14.3 Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, By-Laws, and Rules and Regulations adopted pursuant thereto, and said documents as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonably attorneys' fees as may be awarded by the Court, provided no attorneys' fees may be recovered against the Association in any Action. In addition, the Association shall be entitled to assess pre-litigation attorney's fees and costs expended to resolve enforcement matters against the Unit Owner in violation, regardless of whether litigation is ultimately filed. Such assessments shall be collectible in the same manner as other assessments contemplated in Article 6 of this Declaration.

The Moorings Condominium Association, Inc.

**PET REGISTRATION/RENEWAL FORM** (please circle as appropriate)

Pursuant to The Moorings Condominium Association Pet Policy

A 'Conditional license' is granted to each registered Owner/Resident to keep ONE pet per unit subject to the conditions as noted in the Rules and Regulations. The Board of Directors may revoke or terminate this 'conditional license' at any time upon determination that the pet owner is not in compliance with said Rules and Regulations.

All information must be renewed with the Association on an annual basis, using this form.

\*\*\*\* ASSOCIATION DUES MUST BE CURRENT\*\*\*\*

Owner/Resident Information

Unit Number: \_\_\_\_\_

Unit Owner/Resident name: \_\_\_\_\_

Phone: \_\_\_\_\_

Pet Information

Pet name: \_\_\_\_\_ Breed: \_\_\_\_\_

Pet color/markings: \_\_\_\_\_

Age: \_\_\_\_\_ Weight: \_\_\_\_\_ lbs

Pinellas County Tag Number: \_\_\_\_\_ Rabies Vaccination Date: \_\_\_\_\_

Certification

I hereby certify my understanding and willingness to comply with the provisions of the Moorings Condominium Association Inc's Pet Policy as detailed in the Rules and Regulations.

In compliance with Pet Rules - I attach (please check all) : Proof of Rabies Vaccination ☐

Copy of pets Pinellas County Registration ☐

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

The Moorings Condominium Association, Inc.

# WATERCRAFT REGISTRATION/RENEWAL FORM (please circle as appropriate)

Pursuant to The Moorings Condominium Association Dock Policy

## Owner/Resident Information

Unit Number: \_\_\_\_\_ Unit Owner/Resident name: \_\_\_\_\_

Watercraft owners name (if different) :Phone: \_\_\_\_\_

Alternate phone: \_\_\_\_\_ Alternate address if not permanent resident: \_\_\_\_\_

## Water Craft Information

Craft name: \_\_\_\_\_ Year: \_\_\_\_\_ Type: \_\_\_\_\_ Length: \_\_\_\_\_

State issued Registration number: \_\_\_\_\_ Title #: \_\_\_\_\_

Manufacturer name: \_\_\_\_\_ MFG Registration: \_\_\_\_\_

Motor    Inboard    Outboard    None    Make/year/horsepower: \_\_\_\_\_

(check as applicable)

## Certification

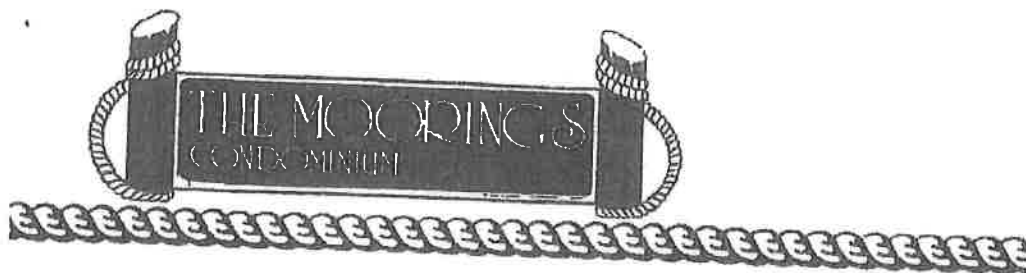
I hereby certify my understanding and willingness to comply with the provisions of the Moorings Condominium Association Inc's Dock Policy as detailed in the Rules and Regulations.

In compliance with Dock policy:

Copy of state issued registration

Copy of insurance policy

Signed: \_\_\_\_\_ Date: \_\_\_\_\_



450 Moorings Cove Drive, Tarpon Springs, Florida 34689

Dear Moorings Owner,

The Moorings community has transitioned to a key fob system for entry to our swimming pool. We are currently assigning one (1) key fob to each unit at no cost to owners.

Your tenant is entitled to use the amenities and therefore be given a fob for their use. However, you as the owner and landlord are responsible for the key fob. Before this fob is issued to your tenant, we require that you sign this letter agreeing to your tenant receiving the key fob with the knowledge that you as the owner are ultimately responsible for its use and any replacement.

Only one key fob will be given to each unit at no charge and the replacement cost is \$50 should it be lost, misplaced, or destroyed.

Please complete this portion, sign, and return to the Moorings address or email at [themooringscondo@gmail.com](mailto:themooringscondo@gmail.com) ASAP so that your tenant may have access to our pool.

I agree that my tenant may be provided with the key fob to gain entrance to the Moorings swimming pool. I agree to take responsibility for its use and pay \$50 for any replacement cost.

Print Owner Name \_\_\_\_\_ Unit # \_\_\_\_\_

Print Tenant Name \_\_\_\_\_

Signature of Owner \_\_\_\_\_ Date \_\_\_\_\_

THE MOORINGS CONDOMINIUM ASSOCIATION, INC.,  
RULES AND REGULATIONS  
Adopted May 29, 2024  
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 appreciating 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 Renters are in violation of Association Rules and Regulations, including the existence of Past-due Association Fees or any other unpaid obligations to the Association. Approvals given under these Rules and Regulations by the Association may be revocable, with such revocation provided to the Unit Owner in writing, if the Board determines that the item approved is creating a nuisance or the Association's standards or these Rules have changed, to the extent such revocation is practical and does not unduly burden the owner.

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, Renters, and Guests, whether in their Unit or on any Association common areas. Unit Owners are responsible for Informing Renters, Residents, and Guests 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.

**GUEST:** The term "Guest" means anyone who is visiting a Resident on an overnight or longer basis. As used herein, the term "Guest" means anyone who is visiting a Unit and is not otherwise an Owner, Renter or Resident as defined herein. Should the stay of such Guest extend beyond fourteen (14) days, advance Association approval is required, with the exception of immediate family as further provided below.

**RENTER:** The term "Renter" means anyone who rents or leases a unit from an Owner, and shall be synonymous with the term "tenant" for legal purposes.

## **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, front or back, unless approved by the Association. The standard color is Mississippi Mud, and must be semi-gloss. Mississippi Mud is a Benjamin Moore product and is available at ACE HARDWARE on Alternate U.S. Rt. 19 in Tarpon Springs. The color number for Mississippi Mud is #2114-20. 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/Renter 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, to the extent provided for by the Declaration or Florida Statute.

5. The comforts and facilities of the Moorings are primarily for the use of Owner/Residents/Renters and Guests. Guests 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, Renter, Guest or the Pet of any of the above 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.

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 in accordance with Section 718.113(4) of the Florida Statutes.

11. Owners, Renters, Residents, and Guests 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, patios, and common areas 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 Owners, Renters, Residents and Guests. Guests 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. Approved Emotional Support or Service Animals shall be permitted in Pool area but not in the pool itself.
2. Each Unit is provided a fob 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 Guests. Pool fobs are to be transferred to new unit owners upon sale or returned to owners at expiration of lease. Replacement fobs are available for \$50.
3. Unless immediate family, each Unit Owner/Resident/Renter 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 life guard is on duty. Use of the Pool and pool area is entirely at the risk of the Resident/Guests. 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.
8. No drinks or food may be brought into the pool area in glass containers.
9. Radios and other music/sound devices must be kept to a volume that does not disturb other users.
10. Under no circumstances can any pool property be removed from the pool area.
11. All persons must use the outdoor shower provided before entering the pool.
12. Inflatables must be removed from the pool area after use.

## **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. 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 Association will inspect the premises following the event, and will withhold amounts sufficient to clean or repair the premises, and will refund the remaining portion of the deposit thereafter.

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.

7. NO PETS in clubhouse.

## **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.

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. Emotional Support or Service Animals shall be permitted in the pool area and/or clubhouse.

6. Guests are permitted to have pets (which meet resident rules, weight under 20 pounds) on Association property for up to 2 weeks. Owners must notify the Board two weeks in advance of the visit and submit pet medical records.

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 maybe used for passenger automobiles, passenger vans, sport utility vehicles, and pickup trucks. Pickup trucks will be limited to four normal sized wheels with 6 ¾ foot beds, a super cab or crew cab. No dual wheeled trucks are permitted, no 8-foot bed trucks are permitted, no ladder racks are permitted, and nothing may be stored in the truck bed overnight. All trucks must be standard sized (no more than 20 feet in total length). Trucks currently owned by owners or renters as of the date of adoption of this rule shall be grandfathered in for as long as they are owned by such persons. Temporary placement of kayaks or canoes is permissible in the course of transport, but not for an extended period of time/overnight. All vehicles must be in good repair, have current registration and be operable.

2. Commercial signage is not allowed on any vehicle except a commercial vehicle involved in actively performing a service on the property. All vehicles must fit into a parking space and no portion of the vehicle may extend into the sidewalk, street or prevent access for Emergency vehicle ingress or egress.

3. No parking space may be used for parking any boat, commercial rated 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.

4. All parking spaces are reserved for Owners/Residents parking decals must be attached to the 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 Guest Parking placards which are available from Association or Property Manager. These must be placed on the front dashboard of any vehicle not displaying a valid decal. Replacement placards can be purchased from Association or Property Manager for \$10 each. All vehicles missing proper decals or 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 with (including Guest 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. Only one vehicle per licensed driver per unit is allowed.

8. Under no circumstances may an Owner's vehicle be parked on the lawn or any sidewalk. Parking a vehicle on the lawn may damage the irrigation system, and the Owner will be responsible for such damage. Vehicles parked on the grass will be subject to towing and/or fining.

## **G. DOCKS**

Owners/Residents are entitled to one dock space per Unit on a first come, first served basis. Guests are not permitted to keep boats on Moorings property. All motorized boats and 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. Mooring whips must have a rocker-type base to avoid potential damage to the dock. 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. The owner's watercraft must occupy the approved/designated dock space for at least 90 days in each calendar year in order to preserve their use of the space. If this standard is not met, their whips will be removed and the dock space will be made available to other owners on a first come first serve basis, with a new application and approval 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. All boats must be in good repair, have current registration and insurance and be operable.

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.

## **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.

All landings and entrance ways must be kept clear with nothing blocking or impeding ingress or egress from the Unit.

## **I. BIRD and ANIMAL 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. In addition, feeding of squirrels, rabbits, cats or other critters is strictly prohibited.

## **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 have limited landscape decor, up to a total of three (3) items of which may include small landscape lighting, statues, or lawn art, two (2) feet maximum height. The association reserves the right to disapprove any outdoor decor/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 stair wells.
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 FROM UNIT AND HOMEOWNERS INSURANCE REQUIREMENT**

1. Upon vacating a Unit for more than three (3) days Owners/Residents must:
  - a) Turn off the main water supply valve to lessen the possibility of flooding.
  - b) Set the thermostat to no higher than 78 degrees to prevent possible mold.
  - c) For the protection of the Association Common Elements and adjoining units, and in an effort to keep Association insurance coverage intact and costs down, if the absence will extend more than (10) days, the Owner must ensure that a third party inspects the unit once during each 10 day period and immediately report any water leak or damage issues to the Association.
2. 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:
  - a) Removing all furniture, potted plants and other movable objects from balconies, porches and patio.
  - b) 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.
3. Pursuant to Article 8, Section 8.2 of the Declaration, all owners are required to maintain insurance coverage upon the personal liability, personal property and living expense of the unit owner. A copy of such insurance must be provided to the Association on an annual basis. Further, upon a loss occurring within the unit, owners are required to submit such claims to their carrier and notify the Association of same. Failure to obtain or provide a copy of an insurance policy required herein to the Association shall constitute a violation and be subject to fining and/or legal enforcement at the owner's expense.

## **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:

- a) 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.
  - b) 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:
- a) 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.
  - b) 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.
  - c) 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.

## **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 door knockers, 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/vehicles.

## **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. If appropriate, a letter will be sent to the offending party. If necessary, the matter will be referred to the Association attorney for formal legal action. If the Association prevails in a legal action the offending party will be responsible for all court and legal fees.

## **P. LIABILITY FOR OWNER/RESIDENT/RENTER/GUEST**

1. A Unit Owner/Resident/Renter/Guest 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, Renters or Guests.

3. Nothing in these Rules and Regulations is intended to restrict the right of the Association or of any unit Owner/Resident/Renter/Guest 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.

## **Q. GUESTS**

1. To preserve the integrity of the Association as a peaceful and safe residential community, and to protect against the misuse of the common elements, the Association has a vested interest in regulating guest visitation by non-owners. Owners are permitted to have guests, so long as the owner is in residence for the entire duration of the guest visitation. Guests shall not be permitted in the absence of the owner with the exception of immediate family, being defined as parents, children, grandchildren and siblings. Owners must contact the Association at least one week prior to such guest visitation by immediate family and indicate the dates of the visit and who will be staying in the property, and shall provide a contact phone number for an adult occupant.

2. Guest Parking Placard must be placed on the dashboard and visible on all guest vehicles.

3. Guest Information forms will be kept on the bulletin board outside the clubhouse.
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
  - How long guests are staying
  - Emergency Contact

This can be emailed to [themooringscondo@gmail.com](mailto:themooringscondo@gmail.com).

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

**A. LEASING NEW&GENERAL**

1. IMPORTANT: No Lease Application Package will be accepted from any Unit Owner who is in a state of non-compliance with any of the Associations Declaration restrictions or Rules and Regulations until such violation is cured.

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 six (6) months or more but less than twelve (12). Please refer to Article X, Section 10.3 of the Declaration, as amended on January 27, 2021 for additional leasing restrictions.

3. Renter 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 Renter(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 Renter(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 Renter. 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 \$150.00 per applicant, unless a greater

amount is authorized by law. A family unit, including dependent children, are considered one applicant per statute, and shall only be charged one \$150.00 fee. 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 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 renter's prompt and full compliance with the provisions of the Rules and Regulations, to cure his or her renter's breaches of the Rules and Regulations, and to perform any repairs or replacements which may become necessary because of the renter'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 Renter'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 Renter by first class mail, all sums due to the Association from the Owner must be paid to the Association by the Renter 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 renter to the Owner, until the entire sum due to the Association from the Owner is paid; and the Owner must give the Renter a dollar-for-dollar credit from month-to-month for rent due to the Owner from the Renter for all sums paid by the renter to the Association.

11. If, during the term of any lease an Occupant or Renter 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 there upon be barred from extending or renewing the term of the lease, or continuing said lease in any way in favor of the Occupant or Renter 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 renter 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 there upon 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 renter.

14. Each Renter will bear the obligation throughout the Renter's occupancy of the Unit to require and enforce the compliance of all persons residing in the Unit, as well as the Renter's guests, invitees, agents, servants, employees, domestics, tradesmen and contractors with the Declaration and Rules and Regulations.

15. No use or practice shall be done, condoned or permitted by any Renter in any Unit, nor shall anything be kept, used, maintained, or stored in any Unit by any renter which is:

- a. A nuisance or a source of undue annoyance to the Owners, Residents or Guests 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 Renter 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 Renter relationship between any renter 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 renter to act in a responsible manner throughout the renter's occupancy of the Unit.

## **B. LEASE RENEWAL**

1. All lease renewals shall be done using the Lease Renewal Addendum (Exhibit B – attached). When renewing a lease, the renter will complete a new leasing packet, but shall not be required to submit an application fee. Which includes an application, vehicle, pet and boat information sheets. Board may request new background check.
2. All lease renewal approvals are at the discretion of the Board of Directors. Renters with a history of Rules Violations, or who have been convicted of crimes that would disqualify a new lease applicant, may be denied lease renewal.
3. Requests for Lease Renewal must be submitted to the Association 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. RENTER 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. Renter Occupancy shall not begin until such time that a Lease Application Package or Lease Renewal Addendum has been approved.
3. No Renter/Lease or lease renewal will be considered/approved if it is determined that either of the following conditions exists prior to approval of a Complete Application Package:

- a. A new Lease/Renter 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 Renter/Lease or Lease Renewal will be approved for any Unit Owner whereby the Owner (or Existing Renter) 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 Renter/Lease will be approved upon discovery of incomplete or material misrepresentation or non-disclosure of required Application information.
6. No Renter 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.
7. NEW LEASES ONLY: No Renter/Lease will be approved unless all Renters/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 Renter(s) appear on the Sex Offender. Global Sanctions Database Report and/or where the Criminal Background Check confirms a felony conviction for a violent, theft, drug or sex related crime within the last 10-year period.

#### **D. NEWOWNER/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 Transfer (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 \$150 per person, unless a greater amount is authorized by law. A family unit, including dependent children, are considered one applicant per statute, and shall only be charged one \$150.00 fee. There is no charge for the annual required lease renewal.

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 for a violent, theft, drug or sex related crime within the last 10-year period.