

# The Moorings/Safety Harbour Property Owners Association

## **Rules and Regulations**

Effective - January 1, 2018

## References:

Covenants

Effective January 1, 2007

Project Standards Effective January 1, 2013

1. **USE:** Each Dwelling is restricted to residential use as a private residence by the Owner(s), by occupant(s) designated by an Owner which is not a natural person, by tenants directly authorized in writing by the Owner(s) to rent a Dwelling, and by members of their family unit. Guests and invitees of the Owner(s), designated occupants of the Owner(s), or tenants meeting the requirements of these Rules on Rentals may also use the Dwelling, provided that the Owner(s), designated occupants and/or tenants shall be responsible to the Association for the conduct of such guests and invitees. The Common Area is similarly restricted to use by those same persons. If the Owner(s) of a property, their designated occupants, or their authorized tenants (i) receive any compensation from any member of the public in exchange for the right to occupy a Dwelling, whether directly or through any agent, intermediary, or automated advertising or rental platform, or (ii) condition the occupancy of a Dwelling by a guest or invitee upon payment of any **form of compensation** in exchange for the right to occupy a Dwelling, regardless of whether other goods or services are offered to such guest or invitee in conjunction with their rights to occupy a Dwelling; such transactions will be considered **"rentals"** of the Dwelling subject to the provisions of these Rules regarding Rentals.
  
2. **RENTALS:** Any arrangement which provides rights for a person other than the Owner(s) (or individuals designated by an Owner which is not a natural person) to occupy a Dwelling in exchange for payment by such other person of compensation shall be considered a "rental" of the Dwelling subject to these provisions, regardless of the form of written or oral lease, license, or occupancy agreement utilized to provide such rights. Dwellings may be **rented only in their entirety**, and no fraction or portion of a Dwelling may be rented, nor shall any time-share or other similar arrangement be permitted. No transient rentals of a Dwelling will be permitted, and any agreement for a rental with a **term of less than 30 days will be presumed to be a transient rental**. All agreements for the rental of a Dwelling must be put in writing and signed by the tenant(s) and Owner(s) of the Dwelling, and a copy thereof shall be provided to the Association prior to occupancy. Each written rental agreement must specify the individual adult tenant(s) who have agreed to occupy the Dwelling as a bona fide private residence, require such individual(s) to reside in such Dwelling at all times when it is occupied, and prohibit the assignment or subletting of the occupancy rights of such tenant(s). No Dwelling may be subject to **more than two (2) rental agreements in any twelve (12) month period**, regardless of the term of each rental. The Owner(s) must make available to the specified individual tenant(s) copies of the Declaration of Restrictive Covenants (Declaration) and related documents including these Rules and Regulations, and the Association may require new tenant(s) to meet with designated representative(s) of the Board to confirm that such documents have been provided and that such tenant(s) understand the obligations imposed upon them as residents of the community.
  
3. **OWNERSHIP BY ENTITY OR TRUST:** In the event that an Owner is not a natural person, the Owner shall designate to the Association in writing, prior to occupancy, the individual adult beneficial owner(s) of the entity or holder(s) of a legal or beneficial interest in a trust who have agreed to occupy the Dwelling as a bona fide private residence, require such individual(s) to reside in such Dwelling at all times when it is occupied, and prohibit the assignment or subletting of the occupancy rights granted to such individual(s). All provisions of the Declaration and related documents, including these Rules and Regulations, shall apply to such Owner and its designated occupant(s), and the Association may require any new designated occupant(s) to meet with representative(s) of the Board to confirm they have received a copy of such documents and understand the obligations imposed upon them as residents of the community. The provisions of this Section requiring the designation of persons authorized to occupy a Dwelling shall not apply during any period when the Dwelling is vacant, or occupied by tenant(s) to whom the Dwelling has been rented by the Owner under a rental agreement meeting the requirements of the Section of these Rules covering Rentals.

4. **RESIDENCY REQUIREMENTS:** The residency requirements imposed upon tenants, and upon the designated occupants of Owners who are not natural persons, are intended to assure that the historical character of the community as a private residential community is preserved, and such requirements will be interpreted according to the further provisions of this Section. The temporary absence of a person covered by a residency requirement under these Rules from a Dwelling due to business or personal travel or temporary seasonal residence in a location outside of the State of Florida will not violate such person's commitment to reside in a Dwelling, so long as such person does not maintain any other residence in the State of Florida or regularly occupy any other private residence within 100 miles of the Dwelling during periods of absence from the Dwelling. A covered person may also permit the temporary occupancy of a Dwelling during a time when the covered person is not in residence by house sitters, pet sitters, or caretakers, or by guest(s) or family member(s) of the covered person who provide such services, without violating the applicable residency rules, as long as the persons who provide such services do not pay any compensation to the covered person in exchange for the temporary right to occupy the Dwelling.
5. **GENERAL USE RESTRICTION:** The Properties, Parcels or Dwellings, or any part thereof, shall not be used in any manner contrary to the Declaration, Project Standards, and Rules and Regulations promulgated pursuant thereto.
6. **LAWFUL USE:** No offensive or unlawful use shall be made of the Properties, Common Area, Parcels or Dwellings. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed.
7. **MAINTENANCE:** All lawns, landscaping and sprinkler systems and any property, structures, improvements, and appurtenances shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition. Irrigation systems shall be installed and maintained in such a manner so as to cause no stains on dwellings, structures or paved areas. Owners whose parcels adjoin a waterway shall irrigate and maintain the property from their parcel boundary to the edge of the water or mangroves. All Owners must maintain their yards to adjoining property, to the edge of adjoining roadway asphalt and to common areas. Maintenance activities shall not adversely affect adjoining property. No underbrush or other unsightly growth shall be permitted to be grown or remain upon any Parcel and weeds shall be controlled and inconspicuous. No refuse or other similar unsightly objects shall be allowed to be placed or allowed to remain upon any Parcel. **Refuse from Landscaping shall be removed immediately by a Landscape Contractor or by the weekly pick-up.** All roofs shall be maintained in a clean and orderly fashion. No rugs, mops, or laundry of any kind, or any other similar type article, shall be hung or exposed so as to be conspicuous from the street or other parcels.
8. **SUBDIVISION AND REGULATION OF LAND, SUBDIVISION OF UNIT AND TIME SHARING:** No portion of any Parcel shall be divided or subdivided or its boundaries changed without the prior written approval of the Association. No Owner shall inaugurate or implement any variation from, modifications to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to Properties, without the prior written approval of the Association.
9. **ALTERATIONS AND ADDITIONS:** **No material alteration, addition or modification to a Parcel, or Dwelling, or material change in the appearance thereof,** shall be made without the prior written approval of the ARC (Architectural Review Committee-referred to as the Architectural Control Committee in the Declaration of Restrictive Covenants).

10. EXTERIOR APPEARANCE: No sign or flag (except for a United States flag, one typical small real estate sale or lease sign not exceeding 24 inches x 30 inches (720 square inches) per Owner or parcel, or a small commemorative or spirit flag or pendant attached to a dwelling), banner, garish lawn ornament, sculpture, solar equipment, artificial vegetation, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of a Parcel or Dwelling that is visible from the street or adjoining parcels except as approved by the ARC. A portable basketball hoop is allowed next to the driveway. However all other multi-day placed sporting or play equipment must be screened from view from adjoining parcels and roadways. All window and door treatments visible from outside a Dwelling shall be non-reflective. Any hurricane or other protective devices visible from outside a Dwelling shall be of a commercially manufactured code compliant type. No air conditioning unit may be installed in any window in a Dwelling. No exterior visible antennae, aerials, satellite dishes, or other similar equipment shall be placed on any Parcel. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. No above ground pools shall be permitted. All pools and appurtenances installed shall require the approval of the ARC.
11. CASUALTY DESTRUCTION TO IMPROVEMENTS: In the event that a Dwelling or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, as determined by the ARC the Owner thereof shall either commence to rebuild or repair the damaged Dwelling or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Dwelling or improvement and restore or repair the Parcel in a manner aesthetically satisfactory to the ARC. As to any such reconstruction of a destroyed Dwelling or improvements, the same shall be replaced as approved by the ARC as provided in the Declaration and Project Standards.
11. ANIMALS: Only animals typical or customary within a residential community may be kept within a parcel so long as such animals do not constitute a nuisance. No more than 3 large animals i.e. dogs and cats may be kept, including no more than 2 dogs or a combination of 3 dogs and cats. Each Owner shall be responsible for the activities of his pets. A determination by the Board that an animal or pet kept or harbored in a Dwelling is a nuisance shall be conclusive and binding on all parties. When notice of removal of any pet is given by the Board, the pet shall be removed within forty eight (48) hours of the giving of notice.
- No dogs shall be permitted outside a Dwelling except if confined by a physical fence, invisible fence, or on a leash; or permitted outside a Parcel except on a leash. A dog shall not be allowed to bark excessively or incessantly or exhibit aggressive behavior while outside a dwelling. No pet or animal may be left unattended if in yard or on a balcony, porch or a patio. No dog runs or enclosures shall be permitted on any Parcel. No cats shall be allowed outside a dwelling. The owner or person walking a dog shall clean up all matter created by the dog. Notwithstanding anything to the contrary, seeing-eye or service dogs shall not be governed by the restrictions contained in this paragraph.
12. NUISANCES: No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with peaceful possession and proper use of the properties is permitted. Notwithstanding other provisions in these Rules and Regulations of which noncompliance may constitute a nuisance, no firearms shall be discharged within the properties except in self-defense. No fire pits or open fires within The Moorings except in the rear yards of dwellings, no excessive smoke affecting residents of other parcels and no excessive noise shall be permitted. Nothing shall be done or kept within the Common Areas, Parcels or Dwellings which will increase the rate of insurance to be paid by the POA.

### 13. COMMON AREAS:

- a. GENERAL: The Common Areas shall be used in accordance with the Rules and Regulations. All persons using the Common Areas shall do so at their own risk.
- b. CHILDREN'S USE OF FACILITIES: Persons who are not at least eighteen (18) years of age shall not be permitted to use the Common Areas unless under the supervision of an adult Owner or lawful occupant over the age of eighteen (18) years. Parents shall be responsible for all actions of their minor children at all times in and about the Properties. The Association shall not be responsible for any use of the facilities by anyone, including minors.
- c. TENNIS COURT AND BASKETBALL COURT: **The tennis and basketball courts are for the sole use of Residents and their Guests. Anyone under the age of eighteen (18)** using the tennis court must be accompanied by a Resident adult. Guests must be accompanied by a Resident owner.
- d. Hours of operation for the tennis court and basketball court are from **8:00 AM to Dusk**
- e. Cooking, alcohol and loitering is strictly prohibited. Snack foods and non-alcoholic beverages are permitted. However all litter and trash must be disposed of or taken away.

14. OBSTRUCTIONS: The sidewalks, entrances, passages, roadways, drainage facilities, and other Common Area may not be obstructed, encumbered or used by Owners for any purpose other than the purpose for which they are designed. Each Property Owner shall be responsible for maintaining swales and the lawn around all drainage elements (such as catch basins and drains) on or adjacent to his Parcel.

15. PERSONAL PROPERTY: With the exception of items typically kept outside a dwelling for use of its occupants, such as patio furniture, outdoor grills, landscaping ornamentation, bird feeders, etc. including items subject to other provisions of these Rules and Regulations such as vehicles, boats and sporting equipment, no personal property of occupants shall be stored outside the Dwelling or ancillary structures on a parcel. Parcels shall be maintained in a neat and attractive condition.

16. GARBAGE CANS: No garbage cans, bags, supplies, or other similar articles shall be maintained on any Parcel so as to be visible from outside of said Parcel. No outside burning of trash or garbage is permitted. Household waste (trash) shall be placed at curbside preferably on the day of scheduled collection, but in any case **not earlier than 6 p.m. the evening before**. If possible, household waste shall be contained in garbage cans and recycle waste shall be placed in bins as provided by Waste Management. Landscape debris generated by paid Contractors must be removed immediately by the contractor upon completion of work. Note that landscape debris contained in plastic bags cannot be composted and thus is considered as household waste, and must comply with disposal procedures as described above. Landscape debris generated by the homeowner that is not contained is not considered as household waste and may be left curbside for regularly scheduled collection, provided that it is removed by the next scheduled collection. In the case of large amounts of debris **(larger than 8 cubic feet), it is the homeowner's responsibility to contact Waste Management to schedule a special pickup at (772-546-7100).**

17. CONTROL OF CONTRACTORS: No personnel other than those of the Property Management Company under contract with the Association shall direct, supervise, or in any manner attempt to assert control over Association contractors.

18. PARKING: Owners and guests' automobiles shall be parked in the garage or driveway whenever possible. For occasional larger gatherings, owners are encouraged to make arrangements with neighbors for additional parking. If automobiles must be parked along the roadway, automobiles shall be parked on one side only and an adequate distance off the roadway to avoid creating an unsafe condition and to avoid obstructing traffic or emergency vehicles. Owners shall not have gatherings that recur on a continual basis, such as daily or weekly that require parking along the roadway.

No vehicle that cannot operate on its own power shall remain on the Properties for more than twenty-four (24) hours, except in a garage on the Parcel. No repair, except emergency repair, of vehicles shall be made within the Properties, except in a garage.

Commercial vehicles, recreational or utility vehicles are not allowed unless they are used by the Owner on a daily basis for normal transportation, except that recreational vehicles not used on a daily basis for normal transportation may be parked if compliant with requirements stated below. Vehicles over (21' 5") are not allowed, including stretch limousines. All commercial vehicles that are used for normal transportation must have removable signs. Any vehicles with business advertisement shall not be parked overnight in driveways. Vehicles parked in driveways shall not block the sidewalk. Vehicles of all types must abide by speed laws and all other rules and regulations. Storage trailers shall not be left or stored on any parcel for more than forty eight (48) hours. If, at the sole discretion of the Association, a vehicle creates a nuisance, that vehicle will be banned from the Property.

Boats, boat trailers, RVs, travel trailers and campers, utility trailers or like vehicles shall not be left or stored on any Parcel for more than forty-eight (48) hours unless either parked in a garage or, if parked outside, compliant with the following requirements:

Within The Moorings, boats shall not exceed 18 feet (hull length). RVs shall be limited to commercially manufactured van conversions. Travel trailers and campers shall be limited to "pop-ups tear drops" or similar small low profile types. Utility trailers shall be of the low profile unenclosed type and be less than six (6) feet in length (not including hitch frame). Boats, boat trailers, RV 's (van conversions), travel trailers and campers, utility trailers or like vehicles shall be parked at the side or rear of the dwelling and be screened from the roadway and neighbor's views by the dwelling, fencing and/or is required from the roadway. Tarps shall not be used. Any covers placed on Boats, RVs or other vehicles shall be manufactured to fit, be "earth tone" in color, blend with vegetation and/or structures landscaping, except that for RV 's (van conversions) no screening, and be non-reflecting.

Within Safety Harbour (These parking requirements are not applicable to boats moored on lifts or at docks.) boats shall not exceed 22 feet (hull length). RVs shall be limited to commercially manufactured van conversions. Travel trailers and campers shall be limited to "pop-ups", "tear drops" or similar small low profile types. Utility trailers shall be of the low profile unenclosed type and be less than six (6) feet in length (not including hitch frame). Boats, boat trailers, RV 's (van conversions), travel trailers and campers, utility trailers or like vehicles shall be screened from the roadway and neighbors views by dwellings, fencing and/or landscaping, except that for RVs (van conversions): (a) If an RV is parked at the side or rear of a dwelling, no screening is required from the roadway. (b) From any view that is further than seventy five (75) feet from the roadway or other parcels within the Properties, no screening is required in the direction of that view. Tarps shall not be used. Any covers placed on Boats, RVs or other vehicles shall be manufactured to fit, be "earth tone" in color, blend with vegetation and/or structures, and be non-reflecting.

Boats currently parked outside that exceed the above stated maximum length may continue to be parked on the affected parcels, if previously approved by the Association prior to the effective date of this revision. However, such approval shall be subject to the screening requirements herein and be limited to the specific previously approved boats and parcels, and shall not be extended or applied to any other boat or parcel.

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19. SUBSTANCES: No flammable, combustible or explosive fuel, fluid, chemical hazardous waste, or substance shall be kept on any Parcel or in any Dwelling, except those required for normal household use, home maintenance equipment, emergency generators, vehicles, boats and hobbies.
20. PROTECTION: In the event a Dwelling will be unoccupied for an extended period, defined as six (6) months or longer, the Dwelling must be prepared prior to departure as follows:
- a. Notify the POA
  - b. Remove all removal furniture, plants and other objects from outside the Dwelling.
  - c. Designate a responsible firm or individual to care for the Dwelling, including a key for access. The firm or individual must have permission to install or remove hurricane shutters. The name and contact information must be furnished to the Association.
21. COMMERCIAL ACTIVITY: Except for sale and resale of Parcels, no commercial or business activity shall be conducted in any Dwelling or within the Properties except for home offices. No owner may actively engage in any solicitation for commercial purposes within the Properties. No solicitors of a commercial nature shall be allowed on the Properties without the prior consent of the Association. No garage sales are permitted.
- 22 CONSTRUCTION TIME: Once construction has begun on any property, it shall be completed in a timeframe not to exceed one year or as approved by the ARC.
23. RULES AND REGULATIONS: The Association Board of Directors shall have the right to promulgate and impose further rules and regulations and thereafter modify, alter, amend, implement, clarify, rescind and augment the Rules and Regulations. However the Association shall not exact any rule or regulation that unreasonably restricts an Owner's right to use their property