

The Moorings/Safety Harbor
Property Owners Association

Rules and Regulations

References:
Covenants and Project Standards
Effective January 1, 2007

Revised - December 2010

21. 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. Removal 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 POA.
22. COMMERCIAL ACTIVITY: Except for normal construction activity and sale and resale of Parcels, no commercial or business activity shall be conducted in any Dwelling or with the Properties except for home offices. All garage doors shall remain closed at all times, except when Homeowners are performing normal maintenance of their home, i.e., lawn care, car wash, landscape, power washing. 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 POA. NO GARAGE SALES ARE PERMITTED. Violators will be immediately fined an amount to be determined by the Enforcement Committee.
23. COMPLETION AND SALE OF UNITS: neither then Owners, or the POA, or the use of the Properties shall interfere with the completion and sale by Owner of the Properties or portions thereof.
24. 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.
25. RULES AND REGULATIONS: The POA Board Members shall have the right to promulgate and impose further rules and thereafter modify, alter, amend, implement, clarify, rescind and augment any of the Rules and Regulations.

1. USE: Each Dwelling is restricted to residential use a residence by the Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees. The Common Area is similarly restricted to use by those same persons.
2. LEASES: Dwellings may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No transient tenants may be accommodated in a Dwelling. All leases or occupancy agreements shall be in writing and a copy thereof shall be provided to the Association. No Dwelling may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No time-share or other similar arrangements is permitted. The Owner must make available to the lessee or occupants copies of this Declaration and related documents.
3. OWNERSHIP BY ENTITY: In the event that other than a natural person is an Owner, that Owner shall, prior to the purchase of the Dwelling, designate the person who is to be the occupant(s) of the Dwelling and register such persons with the Association. All provisions of the Declaration and rules and regulations promulgated pursuant thereto shall apply to such Owner and designated occupant(s) as though it/they had title to the Dwelling.
4. 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, or rules and regulations promulgated pursuant thereto.
5. LAWFUL USE: No immoral, improper, 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. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of the properties shall be the same as the responsibility for maintenance and repair of the property concerned.
6. MAINTENANCE: No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Parcel. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Parcel. 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 strains on Dwellings, structures or paved areas. Owners who Parcels adjoin a waterway shall irrigate and maintain the property from their Parcel boundary to the edge of the water. All Owners must maintain their yards adjoining property to the edge of adjoining roadway asphalt and the common areas. All roofs shall be maintained in a clean and orderly fashion. Refuse from Landscaping shall be removed immediately by Landscape Contractor or by the weekly trash pick-up. No rugs, mops, or laundry of any kind, or any other similar type article, shall be hung or exposed so as to be visible outside the Dwelling..

7. 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 Association and Declarant. 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 Declarant, which may be granted in its sole discretion.
8. 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 thereof being first had and obtained as required by the Declaration.
9. EXTERIOR APPEARANCE: No sign (including brokerage or for sale/lease signs), flag, banner, sculpture, fountain, solar equipment, artificial vegetation, sports equipment, 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 outside except in accordance with the Declaration or Project Standards or approved by the ARC. All window and door treatments visible from outside a Dwelling shall be non-reflective and shall be subject to the Project Standards adopted from time to time. Any hurricane or other protective devices visible from outside a Dwelling shall be of a type approved by the ARC. No window 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.
10. 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 A.C.C., 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 A.C.C. 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: No animals of any kind shall be raised, bred or kept within the except for the following: a. Normal fish tanks or two (2) domestic pets or animals (i.e. dogs or cats) may be kept harbored in a Dwelling, so long as such pet or animals do not constitute a nuisance. 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. No pet or animal shall be "tied out" on the exterior of the Dwelling or in the Common Area, or left unattended if in yard or on a balcony, porch, patio. No dog runs or enclosures shall be permitted on any Parcel. All pets shall be walked on a leash, not to exceed six feet (6') in length. No pet shall be permitted outside a Dwelling except on a leash. 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. All pets shall defecate only in the "pet walking" areas within the Properties designated for such purpose, if any. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye 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. No firearms shall be discharged within the properties. Nothing shall be done or kept within the Common Area, Parcel or Dwelling 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. No water bodies shall be altered except in accordance with appropriate approvals. All Owners, occupants, lessees and others within the Properties assume the risk associated with waterways and pools. The POA shall not be responsible for any loss or injury suffered relating to any water body or pool and is not obligated to erect any fences around any such water bodies or pools.
 - 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 Area 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 POA shall not be responsible for any use of the facilities by anyone, including minors.
 - c. TENNIS COURT: The tennis and basketball courts are for sole use of Residents and their Guests. Any one under the age of eighteen (18) using tennis the court must be accompanied by a Resident adult. Guests must be accompanied by the Resident owner.
 - d. Hours of operation for the tennis courts are from 8:00 AM to Dusk
 - e. Hours of operation for the basketball court is from 8:00 AM to Dusk
 - f. Alcohol and loitering is strictly prohibited.
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 all drainage elements on his Property (including catch basins, drains, swales, etc.).
15. PERSONAL PROPERTY: All personal property of occupants shall be stored within the Dwelling. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, Parcel or Dwelling which is unsightly or which interferes with the comfort and convenience, of others.

16. GARBAGE CANS: Collection and disposal procedures established by the Association shall be observed. 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. Household waste shall be contained in bins or bags as provided by Waste Management. 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. 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 is considered as household waste, and must comply with disposal procedures as described above. Landscape debris generated by the homeowner 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 (772-546-7700).
17. CONTROL OF CONTRACTORS: No personnel other than POA Members shall direct, supervise, or in any manner attempt to assert any control over POA contractors, (i.e. lawn cutting, tree trimmers & irrigation contractors)
18. PARKING: Parking shall be in accordance with Rules & Regulations adopted by the Association; Owners and guests' automobiles shall be parked in the garage or driveway. No vehicle that cannot operate on its own power shall remain on the Properties for more than twenty-four (24) hours, except in the garage of a Dwelling. No repair, except emergency repair, of vehicles shall be made within the Properties, except in the garage of a Dwelling. Commercial vehicles, recreational or utility vehicles are not allowed unless they are used by the Owner on a daily basis for normal transportation. 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 sidewalk for pedestrian traffic. Vehicles of all types must abide by speed laws and all other rules and regulations. If, at the sole discretion of the POA directors, any vehicles create a nuisance, that vehicle will be banned from the Property. Boats, boat trailers, campers, storage trailers or like vehicles shall not be left or stored on any Parcel for more than forty-eight (48) hours. Side yard parking and/or storage shall be screened from the street and neighbor's views with fencing and landscaping.
19. COOKING: No cooking shall be permitted nor shall any goods or beverages be consumed in the Common Areas except in areas designated for those purposed by the POA.
20. SUBSTANCES. No inflammable 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.