



# THE MOORINGS

At Edgewater

## RESIDENTS' HANDBOOK

Revised Rules 2019

The Moorings at Edgewater Condominium  
Association

Master Association Board

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## INTRODUCTION

Those who choose to buy in The Moorings do so with the understanding that it is a deed-restricted community and that it is a condominium. As such, there are rules that are necessary to protect property values and provide a desirable quality of life. Although “rules” are not particularly attractive to many of us, they become vitally important to condominium living. This is true for two reasons – the closeness of our living spaces and the fact that our buildings and grounds are owned in common.

The Residents’ Handbook was developed from several sources including the state of Florida, Lakewood Ranch Country Club/Edgewater Association (CEVA) Covenants, Moorings Condominium Phase Declarations and Master Covenants, and The Moorings at Edgewater Condominium Association Master Association Board (The Board.) The Board, in adopting this Handbook has also taken into consideration Manatee County regulations and safety and liability considerations. Some of the “rules” in this Handbook cannot be changed; some can be changed with approval of one hundred percent of our owners; some can be changed by a majority vote; and others can be changed by The Board. Our rules are under review continually by The Board.

**This document is an attempt to consolidate, condense and simplify the day-to-day living rules from several sources. It replaces the rules adopted by the developer. It supplements, but does not replace, the restrictions contained in the Phase Declarations and the Master Covenants.**

Please take the time to become familiar with our rules. We realize not everybody will agree with every rule but for the overall good, they must be followed. As we go forward, let us work together to revise rules where there is a consensus for revision and where we are empowered to make changes. Remember, these rules are meant to be of benefit to all of us and to help us live together in harmony.

Not all unacceptable behavior can be properly defined in advance in this handbook and what may be unacceptable behavior to one resident may not be to another. The Board of Directors along with the compliance committee may deem a resident as demonstrating unacceptable behavior and in non-compliance. Such non-compliance shall be properly explained and that resident shall be given ample opportunity to comply.

This document is presented in three parts.

1. Rules pertaining to the common areas
2. Rules pertaining to the buildings
3. Fines and Compliance

## COMMON AREA RULES

Common area restrictions are contained in our Moorings Master Association Covenants. The Covenants and other documents specify that our common areas, including the island, should be used for recreational purposes - picnicking, boating, jogging, walking on the paths and nature trails, playing bocce, swimming and bathing in the spa. The common areas are for the enjoyment of all residents. You can think of the common areas as consisting of everything outside of the condominium buildings, except your roofed entryway, interior courtyards and lanais, and the mechanical equipment that serves your unit.

### **General Rules**

Residents are welcome to picnic on the island, dock, and gazebo areas. However, the use of glass beverage or food containers should be avoided on any common area except inside the clubhouse. Food and glass containers are prohibited in close proximity to the pool. Food is allowed on the Tiki Bar, the tables near the Tiki Bar and inside the screened area of the clubhouse.

Residents must clean up after themselves and their pets and guests and must dispose of garbage in their personal or Clubhouse garbage cans.

No fires are permitted on the common areas.

No smoking is allowed in our Clubhouse, veranda, gazebos, and pool area or on our wooden bridge, dock or island.

In all common areas, if you are going to listen to music, radio, or any electronic devices you must use some type of headphones so you do not disturb others.

***Do not feed*** alligators, sandhill cranes, birds, raccoons or other wildlife.

Children shall be the responsibility of their parents or legal guardians who must supervise them while they are on condominium property. Full compliance with our rules shall be required of children, specifically the prohibition of excessive noise.

No skate boarding, roller blading or roller skating is allowed on the brick walkways in the park, on the driveways or on the boardwalk to the docks.

### **Entrance Access Codes – Main Gate – Pedestrian Gates and Facilities**

Each owner is assigned a unique access code upon completion of purchase and registration requirements at the Moorings. Access codes for gates and all facilities are private codes and are not to be given out to anyone other than next of kin (as described in the Moorings Declaration).

In order to maintain security and safety in the Moorings at Edgewater the following procedures will be followed without exception.

- Guests of owners or residents are to use the proper method of entrance, by having the guest go to the others (visitors) gate, look up the owner's code on the Enter phone Directory, enter it and let the system call the owner so that the guest can be let in. For more complete instructions see Appendix K.

- Procedures for Realtors and private contractors:

The owner will call the CAM for a temporary code that is good for 30. You will need to call the CAM for the new temporary code every 30 days.

Compliance with these procedures will be monitored by the CAM and if the owner is found to disregard this procedure, the board will decide the appropriate action.

## **Boats**

Boats at the Moorings may only be launched from the docks or from the island (Moorings Point). Boats may not be launched, beached or stored on the lake bank behind the buildings.

All Moorings owners and tenants are entitled to use the boats owned by the Moorings at Edgewater Condominium Association. In order to use these boats individuals must complete the proper forms and make a payment of a \$25 annual fee to the Moorings Association which gives the individual the right to use the Moorings Association owned boats and equipment as well as store their own boat(s) on the common property (island or docks). In addition, the individual must agree to all the terms stated in the Boat/Dock Code Agreement Form and sign a release, assumption of risk and hold harmless agreement form. All MBC members must take the safety and informational course offered by the Boat Club before being granted access to The Moorings-owned boats or before being able to store their own boats on the island or docks.

## **Clubhouse Parties**

Private Clubhouse parties must be approved in advance by contacting the Moorings Community Association Manager (CAM). The owner or renter must sign a liability waiver, acknowledge receipt of the Clubhouse party rules (see Appendix D and Appendix E) and agree to comply with them. They must pay a refundable deposit of \$200.00 plus a usage fee (see Appendix) -- and are responsible for pre-party arrangements and immediate post-party clean-up. Approved Clubhouse parties do not eliminate the right of other residents to simultaneously use the pool, the spa or the exercise room. The owner or renter giving the party must be present for the duration of the party and will forfeit all or part of their deposit if the rules are broken or the facility is damaged. When using the Clubhouse and adjacent areas please be respectful of your neighbors and note that these areas cannot be used after 10:00 pm. For repeated violations of common area rules, residents may lose their privilege to use the common areas.

All residents who use the Clubhouse, veranda, grill, pool and spa must leave the area neat and clean and place all garbage in plastic sacks and put them in the garbage cans. Violators may be fined or assessed the cost of clean-up.

## **Landscaping**

Common area landscaping is maintained by The Association.

The Board must approve any addition to, or alteration of, plantings on the common areas. Any plants planted in the common area grounds that have not been approved in advance by The Board will be removed, and the cost will be billed to the owner.

No personal property, including plants and figurines, is allowed on the common areas, which include driveways, walls and utility boxes.

The Board will accept gifts (see Appendix F) of suitable potted plants and small figurines placed near entryways if the item and its placement have been reviewed and approved by the Board or CAM. Once accepted, gifts become property of The Association.

If a resident wants to place and donate personal items in the common area beyond their roofed entry walkway, they must comply with some restrictions of size and color. For more information and forms, please call or email the CAM. Once the items have been accepted by The Board, the items no longer belong to the unit owner and may be removed if the plants die or the items become unsightly.

The Association is not responsible for planting or maintaining plants in gated courtyards that contain planting areas. The unit owner may leave the area as it is or the unit owner may decorate their entry in another fashion, but upkeep will be their responsibility. If safety becomes an issue with any planting the association may take appropriate action to make the area safe.

## **Noise and Other Nuisances**

Excessive noise or other nuisances, which are a source of annoyance to residents, is not allowed. Noise is one of the more common complaints of condominium residents. Please be sensitive to the feelings of your neighbors and do not cause excessive noise. By the same token, residents should be understanding and tolerant of occasional higher noise levels than they prefer. Quiet must be maintained from 10:00 PM until 8:00 AM. The Moorings Board, in its complete discretion, will be the entity that determines when “excessive noise” and/or a “nuisance” has occurred.

Hours of work for Construction/Deconstruction/Maintenance: All construction/deconstruction and maintenance work must be done between **8:00 am and 5 pm, Monday through Friday**. Any work done on **Saturdays** shall be limited to those activities not generating noise and conducted between the hours of 9 am and 5 pm. **No work is allowed on Sundays or holidays** unless it is an emergency. In the event of an emergency the CAM shall be notified as soon as possible.

## **Parking and Motor Vehicles**

Parking on the street is not permitted with two exceptions:

1. Service vehicles while servicing the residence
2. Dinner guests, party guests and other social event guests may park in the street if there is inadequate space in the host's driveway, guest parking areas. The host is responsible for insuring that guest parking does not create a safety hazard or inconvenience neighbors. If use of a driveway of an unoccupied unit is necessary, you must first get the permission of the unit owner.

Parking on the street overnight is not permitted under any circumstances.

Parking is prohibited in the space fronting the bridge to the private island and in spaces fronting any fire hydrant.

There must be space in every garage for one vehicle. One vehicle must be parked in that space. Preferably, residents with two car garages will park two vehicles in their garage.

Only family-type non-commercial motor vehicles used for passenger transportation may be parked in a driveway. Examples are cars, minivans, SUVs and Jeeps. Motor homes (RVs) and trucks, including pick-up trucks and commercial vans cannot be parked overnight in the driveway or visitor parking areas. Vehicles parked in driveways must not encroach on the grass or the roadway. Parking is not permitted on lawns or unpaved areas.

Guest Parking – Owners must inform the Community Association Manager with the make, model, color and license number of any guest vehicle to receive a parking permit. Extended guest parking as defined below must have a guest parking permit hanging from the rearview mirror. Guests or visitors is defined by someone other than persons listed on a lease or purchase agreement residing in the unit.

Guest parking places are for guests, not residents. In exceptional cases, they may be used by residents for a short term if approved by the Community Association Manager. Residents are urged not to abuse this privilege.

Guests shall be permitted to have one car, pick-up truck or motorcycle parked in the guest parking areas for up to two weeks upon approval by the Community Association Manager. Additional time must also be approved by the Community Association Manager at his discretion.

Motorcycles and motorized bicycles may be driven on our private roads only as a means of transportation, i.e., when entering or exiting the property, or traveling to and from the gatehouse, mail kiosk and clubhouse. Unreasonably loud motorcycles and other vehicles are prohibited.

Use of storage pods shall be coordinated with the Moorings CAM. No storage pod may be parked on the driveway for more than four days unless approved by the CAM.

**Except in cases of an emergency, vehicle repairs and maintenance are not to be conducted in any driveway, guest parking area or on Moorings Point Circle. Repair and maintenance of motor vehicles is permitted only inside the garage with the door closed. Noise levels must be minimal.**

## **Personal Property**

No personal property may be stored in the common areas. Residents will be notified that they must remove any personal property found on our Common Areas within 48 hours or their property will be removed and placed in our locked storage on LWR Boulevard. If they do not claim their property within thirty days, it will be disposed of.

## **Pets**

Pets must be attended by a responsible individual of twelve years or older. Pets must be on a leash. Pets are not permitted in the clubhouse or pool area. Pet walkers must carry plastic bags, clean up after their pets and dispose of the excrement in their garbage can (not in bushes, Association garbage cans or in the lake.) No pet shall be of a dangerous breed or disposition.

A unit owner may keep no more than two dogs or domestic cats in total. No pet may exceed seventy-five pounds in weight at maturity. Notwithstanding the requirement that pets be dogs or cats and be limited to two in total, caged birds and fish are permitted in reasonable numbers. No domestic birds of a variety that will emit sounds that can be heard in contiguous units may be kept in a unit.

**No pets are permitted in rental units. No pets of guests are allowed.**

## **Pool and Spa**

Residents must observe the posted Manatee County Health Department rules. Persons using the pool or spa do so at their own risk. No lifeguard service is provided. The pool and spa area will be open from dawn (one half hour before sunrise) to dusk (one half hour after sunset.) The pool is not certified by the county for night swimming. It is illegal to use the pool or the spa after dark. The pool, spa and clubhouse are continuously monitored by a camera security system.

The use of glass beverage or glass food containers is prohibited. No food or drink is allowed within four (4) feet of the pool or spa. Food is allowed on the Tiki Bar, the tables near the Tiki Bar and inside the screened area of the clubhouse.

Infants with diapers shall be permitted in the pool or spa only with leak-proof rubber or plastic pants over the diaper.

Headphones must be used with audio devices.

Swimwear must be worn in the pool or spa.

No smoking is allowed in the pool area or clubhouse, this includes electronic smoking devices. *Electronic smoking devices means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person to simulate smoking through inhalation of vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor. (From Americans For Nonsmokers Model Ordinance)*

Persons using suntan lotion must cover furniture with towel or other suitable covering before sitting or lying on the pool furniture. Persons using the pool or spa must take a shower before entering the pool.

Children under 12 years of age must be accompanied by an adult at the pool or spa area at all times.

Diving is not permitted.

An emergency phone with instructions is located inside the clubhouse screened area.

### **Exercise Room**

The Exercise Room is for the sole use of Moorings residents and overnight guests while they are residing with residents. Children under the age of 16 are not permitted to use the Exercise Room without adult supervision. No wet and/or uncovered swimsuits or bare feet are permitted in this area. The Exercise Room is closed to members of the public.

If you are going to listen to music or TV while in the gym you must use some type of headphones so you do not disturb others.

### **Signs**

Signs, including "For Sale" and "For Rent," may not be posted anywhere on the property. The only exceptions are tasteful "Open House" signs, which will be allowed on Sundays from 1:00 PM to 4:00 PM (our approved open house hours.) The Moorings Bulletin Board at the Mail Kiosk is meant for announcements of Moorings or LWR Community events. If you have a personal announcement it must be approved by the CAM and the CAM will post it in the appropriate area.

## **BUILDING RULES**

Although we approved a corporate merger and consolidated governance under one board and one set of bylaws, the six condominium phase Declarations are still in existence. They contain the complete set of restrictions and legal descriptions that apply to each phase. Each phase still has a separate budget and the law requires that the unique expenditures of each phase be accounted for separately.

The phase assessments cover such things as maintenance, reserves and insurance for the outside of the building. Insuring the interiors is the responsibility of the owners and our documents require all owners to have insurance. Florida law sets forth the requirements in detail and unit owners should discuss with their insurer the items that their policy should cover. See Appendix--

Unit owners, under our documents, are to maintain the interior of their units and any piece of equipment that serves the individual unit, even if that equipment is installed on the common areas. Examples are air conditioners, water shut-off valves and backflow preventers. For a detailed list, refer to your phase Declarations.

### **General Rules**

No radio or television installation or other electronic equipment shall be permitted in any unit if it interferes with the television or radio reception of another unit. Satellite dishes must receive prior approval from The Board (see below).

No garments, rugs, towels, clothing or any other items shall be hung or shaken or displayed from the windows or other exterior portions of any of the buildings

### **Access to Units**

As authorized by Florida Statute and the Moorings documents, the Moorings Board has the right of access to all units for the purpose of dealing with an emergency, maintenance, safety and security. Therefore, all unit owners are required to provide our CAM with a key to their unit and information about any alarm security code. Please be assured that keys are kept in a highly secure manner with no direct unit identification in accordance to Florida Statutes. If there is not a working key to a unit and/or if it is necessary for the CAM to be called out to gain access to the unit, there will be a \$100.00 charge plus any expenses charged to the unit owner.

### **Alteration of Unit**

Unit owners may decorate the interior of their units. However, no material alteration of the interior or exterior of the unit (see Phase Declarations section 12) is allowed without approval of The Board. No hard surfaced floor above the ground floor may be installed without the proper sound absorbing material.

### **Flags**

An owner may display one portable, removable United States flag mounted on a bracket beside their garage door.

## **Garage Doors**

Garage doors must remain shut except for short periods of time when the owners are in the garage, the immediate area or entering or leaving. Occupying the garage, or using the garage or driveway as a sitting or lounging area, much like one would use a lanai or exterior court yard, is prohibited. Repair of motor vehicles is permitted only inside the garages with the door closed.

The Board highly recommends that the garage doors undergo a yearly maintenance to insure proper functioning of the safety mechanisms as well as lubrication of the moving parts. Only white lithium grease should be used on the chain and chain mechanism.

## **Garbage/Recycling/Trash**

Garbage/Trash pickup is normally TUESDAY and FRIDAY and RECYCLING is collected on FRIDAYS ONLY. If holidays are celebrated on a weekday prior to a normal collection day, then pickups will be the following day for that week. Be aware of public communications from the Manatee County Public Works of any changes to this schedule.

Perishable garbage MUST always be secured in closed plastic bags INSIDE TRASH CANS WITH LIDS and placed out ONLY on the day of collection and NOT before. All containers/cans are to be removed from the curbside within 12 hours and stored inside.

## **Grills**

No grills are allowed in, on, or around any unit according to the Manatee County Fire Code Section 18.2. You may use the gas grill at the clubhouse.

## **Hurricane Shutters and Film**

Two kinds of hurricane shutters are permitted on Moorings condominium buildings: temporary and permanent.

Temporary shutters may be installed after a storm watch is issued and must be taken down within forty-eight hours after the storm warning is lifted. Hurricane shutter clips are the recommended method of installation. Any damage to the building caused by the installation of temporary shutters must be repaired by the owner.

Permanent accordion shutters may be installed by a unit owner. Permanent roll-up shutters may also be installed on any sliding glass door or window that is rectangular in shape. The shutters must be white in color. Permanent window shutters may be closed when a storm watch is issued and must be opened within forty-eight hours after the storm warning is lifted. Residents who wish to install any other type of permanent hurricane shutter must apply to The Board for approval.

Unit owners may install protective film on the inside of the unit windows. A sample of the film being proposed must be submitted to The Board for approval. Film shade for consideration can range from neutral to a bronze tint similar to that used on the gatehouse windows. Silver tint will not be approved.

## **INSURANCE**

While the Moorings Condo association carries the appropriate casualty and liability insurance covering all of the Common Elements and the Association Property (as defined by Florida Statutes), **you are required to insure personal property located within the Unit**; ceiling, floor and wall coverings, and electrical fixtures, appliances, **air conditioning and heating equipment**, water heater, and built-in cabinets to the extent these items are located within the unit boundaries; and any improvements made within the Unit which are not covered by the Association policy. **Each Unit Owner shall carry homeowner's insurance**, with endorsements for leakage, seepage and wind-driven rain, additions and alterations, and loss assessment protection, or recognize that he or she bears financial responsibility for any damage to his or her property and liability to others that would otherwise be covered by such insurance. **Each Unit Owner will be responsible for procuring and maintaining public liability insurance** covering losses which may occur in and about the owner's Unit, as the Owner may deem appropriate. The owners shall also be responsible to insure any portion of the Condominium Property which may be removed from Association insurance responsibilities by virtue of amendments to Section 718.111 (11), Florida Statutes. For additional clarification, please refer to your Condominium Documents and/or your insurance carrier.

### **Lanais and Courtyards**

Lanais and courtyards may not be used for storage of personal property such as bottles, cans, boxes, or items of recreational equipment. Examples of suitable objects that may be placed on lanais or courtyards are: furniture, plants, and planters.

Watering of plants and sweeping or mopping of lanais shall be done so as not to bother persons residing in lower units. Owners are prohibited from using corrosive fluids when cleaning their lanais. Occupants may hose ground floor lanais. Occupants of second floor lanais must obtain permission of the occupant of the lower unit before hosing their lanai. The owner of the second floor unit will be responsible for any damage caused to the lower lanai and its contents as a result of hosing.

### **Maintenance**

Unit owners are responsible for cleaning, repairing and replacing garage doors, screens, windows, and window glass. They are also responsible for keeping their entryway clean. The Association is responsible for repainting the exterior areas of the condominiums, including the outside doors of entryways.

Any damage from oil or fluid leaks on driveways or guest parking areas will be repaired at the expense of the owner of the residence from which the offending motor vehicle originated.

The outside of each unit must be kept neat and clean. No storage of personal property such as bottles, cans, boxes, or items of recreational equipment is acceptable.

### **Occupants**

The family of unit owners is defined as their children, parents, siblings, grandparents and grandchildren. Family members may occupy a unit without the owner in residence and are entitled to the same privileges as the owner. If the owner is not in residence, any non-owner, be it family or guest, who stays more than fourteen days, must be registered with our CAM.

## Sale or Rental of a Unit

The process to sell or rent a unit is the responsibility of the owner. Realtors can and should be of help in this process but not all of them can be relied upon to know everything necessary to successfully complete this process. Please consult your documents for complete information or provide a copy of your documents to your realtor.

Before considering the sale or rental of your unit please be aware of the following:

The minimum lease term is six consecutive months except for those grandfathered under the old rules.

No subleasing or assignment of lease rights by the lessee is allowed without written consent of The Board.

Lease agreements must contain a statement regarding the acknowledgment of having received a copy of the rules and regulations and that a substantial breach of said rules may constitute injunction, termination of lease and summary proceedings to dispossess the lessee (see Phase Declarations for exact wording.)

The number of permanent occupants of a rental unit is limited to two persons per bedroom. Any person staying overnight more than fourteen days shall be considered a permanent occupant. Occupants of rental units must be registered with our CAM. Guests of renters may not use the unit except when the renter is also in residence

Completion of a current Moorings application is the first step in the process. Current sample applications are included as Appendices ..... These applications change from time to time so it is important to check that you are using a current application. It can be found online at:

[www.themooringsatedgewater.com/document\\_category.asp?cat\\_id=8&name=Public%20Documents](http://www.themooringsatedgewater.com/document_category.asp?cat_id=8&name=Public%20Documents)

The application is completely self-explanatory but to highlight certain key points:

- It must be received by our management company with the \$100 non-refundable application fee no later than 15 days prior to the proposed closing date or lease commencement date.
- A \$100 late fee is required and must be included if the 15 day period is not met.
- Renewal of leases are subject to the same requirements except that no fee is required. The penalty for a late renewal application is the same \$100 as for an initial application.
- It must be filled out **completely**.
- **The 'tenant's cannot have pets' rule is strictly enforced. There will be no exceptions and the applicant must initial acknowledgement.** The only exceptions are therapy & seeing eye dogs with Dr. Certified letter.
- A copy of the lease must be forwarded with the application.

All parties (owner, realtor, prospective tenants and purchasers) are hereby informed that no tenant/purchaser belongings are permitted in the unit prior to signature indicating completion and acceptance of the rental or purchase application by the Moorings Master Association Board. A violation of this provision will result in a \$100 per day fine to the owner, and the occupant is subject to eviction.

**Approval of the lease/purchase depends in part on favorable results from a criminal background check and credit check. See Phase Declarations Section 14.5 for a complete listing.**

**For helpful suggestions on renting or selling a unit please see Appendixes**

## **Satellite Dish Policy**

Satellite dishes must be 24 inches or less in diameter.

Any resident may install their own satellite dish in their lanai if they wish. They do not have to share this dish with other unit owners. If a signal can be received on the lanai, this is the preferred solution.

If a dish must be installed in a location other than the lanai to receive a signal, the resident wishing to install the dish must work with our CAM to find a preferred location for the dish and submit a written request to The Board describing the dish and the location. The Board will approve placement in a location where a signal can be received. The preferred location will be other than a wall facing a street.

Only one satellite dish may be installed on the outside of a building in a location where a signal can be received. That dish must be shared if other unit owners within the building wish to use it. No satellite dish may be installed on a roof or on common property.

The installer must use the existing wires provided by the builder to provide the signal into the house. Any required cables on the exterior of the building must not be obtrusive and must be placed in conduit securely fastened to the building and painted to match the building. All brackets must be painted to match the building. Any cables along foundations must be buried. No waterproofing barriers can be breached.

Satellite dishes that are installed without the approval of The Board may be removed and the cost of removal charged to the unit owner.

## **Window Treatments**

Window treatments should be neutral in color when viewed from the exterior.

## **LAKWOOD RANCH ASSESSMENTS - CEVA**

Lakewood Ranch I is a master planned community composed of five community development districts (CDDs), three village associations (the Summerfield/Riverwalk Village Association, the Greenbrook Village Association, and the Country Club/Edgewater Village Association), and the Inter-District Authority Board, which administers Town Hall. SMR, the developer, has turned Lakewood Ranch I over to homeowners and is now developing Lakewood Ranch II.

Moorings unit owners are bound by The Moorings Covenants and Declarations and the Country Club/Edgewater Village Association (CEVA) Covenants to pay assessments to CEVA for the Moorings proportionate share of the costs for property management and other services, and the CDD2 for the Moorings proportionate share of the costs of operating and maintaining CDD2 common areas.

- The Moorings CDD2 assessment - check with CAM for current amount.
- The Moorings CEVA assessment - check with CAM for current amount.

The CDD2 and CEVA and the IDA Boards hold open meetings twice a month. Town Hall staff conducts orientation sessions for residents. For more information, call Town Hall at 907-0202.

## **Fines and Compliance**

### **Violation Fines and Penalties**

The rules specified in this handbook and in our official documents are designed to protect our quality of life and our property values. We expect all of our residents to abide by these rules but occasionally find enforcement required. Many issues can be resolved with a simple neighbor to neighbor discussion and this is the preferred approach. In cases where this does not work, your complaint should be given to our Community Association Manager for action per the “Violations Enforcement Process”, see below.

Unresolved issues may result in fines being assessed for violations of these rules. All fines start at \$25.00 except as noted in this document. Owners will be held responsible of tenant violations.

For repeated violations of common area rules, residents may lose their privilege to use the common areas (see below.)

Owners are responsible for any costs to The Association for damages to our buildings and/or common areas caused by themselves, family and/or guests. They are also responsible for any cleanup costs incurred by The Association because of their inattention to our rules.

## **VIOLATIONS ENFORCEMENT PROCESS**

### **Phase One – Resolution Attempt**

When a violation is first reported to or observed by the CAM, he will verify the non-compliance and attempt to resolve the issue through discussions (or letter, if required) with the responsible individual(s) or, in the case of tenants, the property owner. Should the CAM be unsuccessful in getting the issue resolved, he will present it to the Moorings Board of Directors in a written report for the file.

In order for the formal enforcement process to begin, a report must be filed with or initiated by the Community Association Manager (CAM). The report must contain a description of the violation, including dates and times, if appropriate. It is desirable for the person reporting the problem to send pictures or other physical evidence, with date and times, to corroborate the complaint. Before a fine

is imposed it is desirable, *but not mandatory*, to have written complaints by two parties for the purpose of conducting a due process hearing if the fine is appealed

### **Phase Two – Formal Notification**

When a second incident or ongoing violation is reported to or observed by the CAM, the CAM shall notify The Board, who may authorize the property management company to send a letter indicating that a fine will be imposed on the unit owner if the matter is not corrected.

### **Phase Three – Fine Levied / Appeal Process**

When a third incident or ongoing violation is reported to or observed by the CAM, the CAM shall notify the members of The Board, who shall review the evidence and may authorize the property management company to notify the resident / owner that a fine will be imposed after the passage of fourteen days and the opportunity to appeal. In addition, a fine will be imposed for each additional observed occurrence or for each additional day that the matter has not been corrected. A letter will notify the alleged violator / owner that he or she may appeal the fine before a panel of residents and give a time limit for the alleged violator to pay the fine or appeal. See Florida Statute 718. 303.

## **HEARING PANEL PROCEDURES**

### **Composition**

The Hearing Panel shall be composed of three residents who are not related to The Board members or officers or to the alleged violator.

### **Hearing Panel Selection**

The three members will be selected by the property management company from a roster of residents who have volunteered to serve on hearing panels and to hear appeals.

### **Organization**

The Hearing Panel members will elect a Chairperson, who will conduct the meeting, and a secretary, who will provide a written report of the proceedings for the record. The written and physical evidence will be presented by the property management company or other designee of the President.

Members will conduct themselves in a professional manner and remain neutral and objective while reviewing all pertinent facts.

The members will keep all discussions confidential.

### **The Hearing**

The Hearing shall be informal and shall afford both the person presenting the evidence and the person appealing the opportunity to present evidence and arguments on all issues involved and to cross-examine all witnesses who may testify. Any panel member may question any party or witness.

Any relevant evidence is admissible without regard to whether such evidence is hearsay or otherwise inadmissible in a court of law. The Panel may exclude irrelevant, immaterial, or unduly repetitious evidence. Each party has the right to representation by counsel at his or her own expense.

The hearing will be tape-recorded and either party may cause the hearing to be transcribed at his or her own expense.

The Panel may expel any party or attorney from any hearing for improper, disorderly, or contemptuous conduct. The Panel may continue the hearing at a later date due to unruly behavior by any party or due to the need for additional information or evidence.

The Panel Chairperson shall administer an oath or affirmation to all witnesses.

### **Failure to Appear**

Failure of one party to appear at the scheduled hearing does not preclude the Panel from receiving evidence from the hearing arguments by the other party. The Panel may make a finding notwithstanding the absence of one of the parties.

### **Conflict of Interest**

The party appealing may challenge the impartiality of any Hearing Panel member by presenting an objection in writing to The Board within forty-eight hours of receipt of the verdict. The Board shall consider and determine such objections and, if warranted, order a new hearing.

### **Findings**

After all testimony has been given, the Hearing Panel will be adjourned. The Hearing Panel will then render a decision within seventy-two (72) hours. The finding will be based on the evidence as to whether or not a violation has occurred and whether or not the proposed fine is warranted.

The findings must be approved by a majority of the Hearing Panel members. No penalty can be levied without such approval of a majority of the Panel Members.

### **Written Report**

The Hearing Panel members will complete and sign a form detailing their findings and verdict. This form will be delivered within seventy-two (72) hours to the property manager who will give written notification of the findings to the person in violation.

## **FINES AND SANCTIONS**

### **Fines**

All fines are expected to be paid within thirty days from the date of the letter of notification.

### **Sanctions**

If an owner should accumulate \$200.00 in unpaid fines, the owner's privilege to use The Moorings recreational facilities may be revoked.

### **Court Action**

The Board may institute legal action to collect unpaid fines.

## **ACCESS TO RECORDS**

Moorings Board has adopted a policy on access to records. Please refer to this policy which is available for inspection at our gate house during normal workdays between the hours of 8AM and 1PM. It is also available on the internet at;

[www.manateeclerk.com/DesktopModules/Chips/OfficialRecords/documentviewer.aspx?rsn=2523169](http://www.manateeclerk.com/DesktopModules/Chips/OfficialRecords/documentviewer.aspx?rsn=2523169)

policy sets forth the rules regarding the frequency, time, location notice and manner of inspections and copying. Included as Appendix J is the form that must be completed to assure that the records you are requesting will be available for inspection.

## **APPENDIX A**

### **BOAT/DOCK KEY AGREEMENT FOR USE OF BOATS AND RELATED FACILITIES WITH ANNUAL MEMBERSHIP FEE**

In consideration of a Twenty Five Dollar (\$25.00) Annual Membership Fee to the Moorings Association, I \_\_\_\_\_(Name), of \_\_\_\_\_, (Address) as a unit owner/tenant in The Moorings at Edgewater, acknowledge receipt of a master key to access all boats owned by the Moorings Association and the storage facility containing boating equipment as well as membership into the Moorings Boat Club(MBC).

As a member of the MBC paying an annual fee, I understand and agree to the following rules and regulations:

- 1. To sign a Release, Assumption of Risk, and Hold Harmless Agreement.**
2. To use the boats on a first-come, first-served basis.
3. To use the boats only during daylight hours.
4. To use the boats for rowing or sailing, or with an electric motor not to exceed three horsepower in size.
5. To not exceed the boat capacity as permitted on the boat transom.
6. To not permit a child less than 18 years of age to use the boats unless accompanied by an adult and to ensure that all children wear an approved life jacket at all times on the boat.
7. To ensure that there is a life jacket on the boat for every occupant.
8. To notify the management company of any damage to boats or facilities caused by user and to pay for the necessary repairs.
9. To return boats to dock or posts or rack after use and secure with lock.
11. To leave boats clean and free of trash.

12. To register with the management company any boats which I wish to store on the island or at the dock. These boats must be stored in the specific space assigned to me by the management company and I will ensure that these boat(s) are secured with a lock when not in use and that I will supply the management company with a copy of the key. All appropriate rules listed above apply to the storage and use of these privately owned boats and must be followed.
13. That I will only use the boats or related equipment in the storage shed belonging either to the Moorings or myself and I will not use boats or equipment belonging to other owners.
14. That I must take the safety & informational course offered by the Moorings Boat Club before I can use the Moorings owned boats or before I can store my own boat(s) at the docks or on the island.

It is further understood that the boat club member is responsible for knowing the rules of Safe Boating and the Federal and Florida State Boating laws and abiding by them. The rules listed above are basic and do not supersede the Lakewood Ranch or Edgewater Rules and Regulations for boating or boat use. The boat club member further guarantees to use good judgment and common sense.

Boat Club members are responsible for ensuring that any person to whom the code is lent abides by these rules and regulations and will inform them that they must do so.

After use, the boats are to be returned to the dock, post, or rack and secured with the chains and locks provided. The lock per boat is to be used where the boat is secured at the dock, beach post, or on the rack. No additional personal locks are to be used on Association owned boats.

Personal locks may only be used on privately owned boats which are registered with our management company as outlined in item #12 above.

By executing this document, I hereby indicate my agreement to abide by the rules and regulations described herein. and I understand that the use of the boats and related equipment is a privilege which can be revoked for violating the above regulations.

\_\_\_\_\_  
Owner Name (Print)

\_\_\_\_\_  
Witness Name (Print)

\_\_\_\_\_

\_\_\_\_\_

Owner Signature

Witness Signature

\_\_\_\_\_

\_\_\_\_\_

***Tenant Name (Print)***

***Date***

\_\_\_\_\_  
Tenant signature

\_\_\_\_\_  
Witness Name (Print)

\_\_\_\_\_

\_\_\_\_\_

Witness Signature

Date

\_\_\_\_\_  
Owner/tenant address

\_\_\_\_\_  
Date

\*\*Owner/tenant EMAIL \_\_\_\_\_

APPENDIX B

**RELEASE, ASSUMPTION OF RISK AND HOLD HARMLESS AGREEMENT**

I, \_\_\_\_\_ the undersigned OWNER/TENANT have read and understand, and freely and voluntarily enter into this Release, Assumption of Risk, and Hold Harmless Agreement (the "Agreement") with MOORINGS AT EDGEWATER MASTER ASSOCIATION, INC. (the "Association") a Florida not-for-profit corporation, with the MOORINGS AT EDGEWATER CONDOMINIUM PHASES AND THE MEMBERS OF THE ASSOCIATION (the "Members"), with the understanding that this Agreement is an assumption of risk and waiver and release of any and all liability(ies) associated with my use of the Association property, including but not limited to rowboats or sailboats and related equipment on or about Lake Uihlein, the docks, the island facilities, and all other common areas of The Moorings at Edgewater.

Now, therefore, in consideration for my use and control of such items owned by the Association, as well as use and control by my spouse, my children, relatives, friends, , associates, guests, or invitees, and participation in activity in or around the Association common areas, I agree to hold the Association, the Phases, the Boards of Directors, agents, officers and employees (collectively referred to as the "Association"), and the Members, harmless for any and all direct, indirect, special or consequential damages, or costs, legal and otherwise, which I, or individuals using such property incidental to my use as described above, may incur as a result of the use of such property and equipment of the Association by myself or those individuals set forth above even if due to the negligence of the Association or any person serving in the above-identified capacities on behalf of the Association. I agree that I will not institute any action or suit at law or in equity against the Association, its Board of Directors, agents, officers and/or employees, for any damage, disability, injury, or loss resulting from my use of any property which the Association has granted me use.

I understand and recognize that I am responsible for my own well-being and may be responsible for the well-being of those around me. I am fully aware of the potential dangers, hazards and/or risks directly or indirectly associated with the use of any property the Association has granted me use of, whether owned by the Association or not. I am fully aware that dangerous animals such as alligators and poisonous snakes inhabit the lake and the common areas and pose dangers to users. I am fully aware that boats may capsize due to wind gusts or mishandling, may tip due to load shifts or mishandling or otherwise, or possibly sink. I am fully aware of the dangers involved with such activity and people may be injured or drown. I hereby assume all risks associated with such activities. I assume such risks on behalf of myself, my wife, my children, relatives, friends, associates, guests, or invitees using Association property incidental to my use.

I, for myself, my spouse, legal representative, heirs, and assigns, hereby releases, waives and discharges the Association, its Board of Directors, agents, officers and employees from all liability for any loss or damage, injury, or claim resulting from use of such property, whether bodily injury or damage to personal property, whether caused by the negligence of the Association or otherwise. I have read the above terms of this Agreement, and I understand and voluntarily agree to these terms and conditions. This Agreement shall be binding upon my spouse, heirs, administrators, executors, and assigns or successors of the undersigned.

\_\_\_\_\_  
Owner/Tenant Name (Print)

\_\_\_\_\_  
Witness Name (Print)

\_\_\_\_\_  
Owner/ Tenant Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Owner/Tenant Address

\_\_\_\_\_  
Date

## APPENDIX C

### MOORINGS CLUBHOUSE POLICIES AND DEPOSITS

The Moorings Clubhouse and common areas, including the island and roads, are private property. They are owned, paid for and maintained by Moorings residents. They are not Lakewood Ranch amenities or part of the Lakewood Ranch Community Development District 2 (CDD2.) **They are only for the use of Moorings residents and their guests.** The entire clubhouse and lanai area is under 24/7 video surveillance for your protection.

The Clubhouse pool and spa are not certified by the Manatee County Health Department for night use because they do not have the legally required high bright lights. The pool and spa area will be open from dawn (one half hour before sunrise) to dusk (one half hour after sunset). **It is not legal to swim or use the spa at night.**

The Moorings Clubhouse and pool deck are “no-smoking” areas.

No pets are allowed in the Clubhouse or pool area.

The Clubhouse (except for the fitness room) will close at 10 pm. Residents scheduling special events must observe this closing time.

**Children under 18 must always have adult supervision to be inside the Clubhouse. Children under 16 must be accompanied by an adult in the fitness room.**

The Clubhouse may be reserved, but the fitness room, pool and spa areas will remain open for the use of all Moorings residents and their guests.

A Moorings owner or tenant may reserve the Clubhouse through the Moorings CAM.

A resident may not reserve the Clubhouse for a for-profit company, business or activity, such as an office party, workshop, seminar or solicitation. The Lakewood Ranch Town Hall may be booked for this type of event. Parties booked will be limited to “family” and “friends of the family” gatherings. No public or for-profit organizations or Clubs will be permitted to use the Clubhouse for parties, even if the resident owner is a member of a particular group or club.

#### **Process for reserving the Clubhouse:**

- Contact the Moorings CAM to check on available dates and to obtain forms and review the rules.
- Mail or take the completed signed forms to the Moorings CAM, along with the required checks.
- Arrange for the pre and post walk through with the Moorings CAM

## The following rules apply to all events

- The Fire Marshall has stated the maximum occupancy is 85 people.
- No fire or candles may be used in the clubhouse due to fire regulations.
- Residents may not use the grill during a period when the Clubhouse has been reserved for a special event.
- If a party is not properly registered or the event results in unresolved violations, the resident involved may lose the privilege of using the Clubhouse for future personal events.
- All Clubhouse parties must strictly adhere to quiet hours as per the Moorings Handbook Rules and Regulations.
- There are enough curb and inside the gate parking spaces for 30 extra cars. Excess cars must be legally parked outside the Moorings gates. Parking on the grass is **NOT** allowed.
- The sponsoring resident will provide separate checks for a \$200.00 refundable deposit and a nonrefundable usage fee (see Clubhouse Fee Schedule), issued to “The Moorings” and attached to a copy of a signed Clubhouse Agreement form, prior to the event. A new deposit check must be issued and returned for each event.
- The sponsoring resident will be billed for any damages or cost of cleanup that are not covered by the deposit. The fee schedule is shown below.
- No deposit or usage fee is required to reserve the Clubhouse for Moorings governance meetings or for events which are open to all Moorings residents such as Sunday Buffet resident gatherings, card games, Yoga or other activities.
- No private parties may be booked on Christmas, Christmas Eve, New Year's Day, New Year's Eve, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Super Bowl Sunday.
- The sponsoring resident must be present during the entire event and is responsible for placing garbage in the plastic can outside the kitchen, shutting off the fans, lights, oven, cleaning, and locking up immediately at the end of the event. A vacuum cleaner is available in the Clubhouse for post-event use. Cleanup must be completed by 10 PM.
- It is expected that all residents who use the grill must properly clean it after each use and make sure the grill is turned off, as well as the kitchen oven, if used.
- No food or drink may ever be placed on the pool table by any resident. The pool table may be used as a buffet table for resident special events when the plywood top is used.
- Use of the kitchen is limited to residents and guests. *Caterers are allowed to provide services in the Clubhouse for events sponsored by the Moorings or for parties sponsored by Moorings owners.*

- Rental of the clubhouse does not include the use of the pool, spa or gym.
- The resident sponsor is required to accompany the /Moorings CAM, ON THE MORNING AFTER THE EVENT between 9:00 AM and 11:00 AM to conduct a walk-through of the Clubhouse to determine whether there is cause for all or part of the deposit to be forfeited.
- The resident sponsor is required to PUT A FLYER on the glass doors saying, “Private Party.”
- Guests driving from the outside should be given the following instructions to gain access
  - Drive up to the keypad at the gatehouse
  - Follow directions on the keypad
  - Scroll down to “Clubhouse” (dial No. 114)
  - Press the “Enter” key
  - The phone in The Board Room will ring
  - The host can admit the guest by pressing the nine (9) key
  - The gates will open
  - OR they can be given a temporary number available from the CAM
- DO NOT GIVE OUT YOUR PRIVATE GATE CODE NUMBER!!!

## **CLUBHOUSE FEE SCHEDULE**

### **Initial Deposit**

A \$200.00 refundable deposit is required to reserve the Clubhouse for a private event. However, no deposit is required for Moorings Governance Meetings, Sunday Resident Buffets, Yoga, or activities open to all Moorings residents anytime. A fee will apply if the event is for a non-profit group in which the resident is a member, but does not include other Moorings owners or that is not officially sponsored by the Moorings. Examples: Bridge and other game-playing clubs, wine tasting clubs, church or community groups. Such groups must pay the usage fees below. The clubhouse is not intended for use for regularly scheduled meeting or gatherings of any kind that are not sponsored by the Moorings. Owners wishing to use the clubhouse for regularly scheduled events are subject to the fee schedule.

### **Usage Fees:**

The sponsoring resident will pay a nonrefundable usage fee for a private event, as follows:

- \$25 for those events that last a maximum of two hours
- \$50 for those events that last from two to a maximum of five hours
- \$100 for those events that last more than five hours

Setup and cleanup are included in the time frame, and all setup and cleanup must be completed on the day the event is scheduled.

### **Deductions for infractions**

Sums will be deducted from the \$200.00 deposit for any infraction of the rules or any mess left for others to clean up. Examples are:

- Excessive noise – may be charged \$25.00
- Spills left on the kitchen floor, microwave or counter – \$25.00
- Debris left on the carpet – \$50.00
- Leaving garbage outside the plastic bins outside the kitchen – \$50.00
- Swimming or using the spa after dusk in conjunction with a Clubhouse party –\$50.00
- Spills left on the furniture in The Board Room or main Clubhouse and spills or debris left on the verandah or pool area – up to \$100.00
- Guest cars are parked on the grass –\$25 fee per vehicle
- If the resident sponsor is not present during the entire event, the entire deposit will be forfeited.

If damages or infractions exceed the \$200 deposit, the balance will be billed and must be paid by the resident.

## APPENDIX D

### CLUBHOUSE USE AGREEMENT

As a unit owner or resident in The Moorings at Edgewater, I acknowledge that I have been scheduled to use the Moorings Clubhouse facility for my private event.

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

ADDRESS/UNIT #: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ # OF GUESTS: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

Purpose of Function: \_\_\_\_\_

Date of event: \_\_\_\_\_ Time: from \_\_\_\_\_ to: \_\_\_\_\_  
(including setup and cleanup!)

I have received a copy of the Clubhouse Policy and understand that sums may be retained from my deposit for infractions of the rules or damage to the Clubhouse property.

Attached are two checks: (1) a \$200 refundable security deposit and (2) a \$\_\_\_\_\_ nonrefundable usage fee.

My signature below indicates agreement with the Rules stated in the Clubhouse policy, including my agreement to appear for a "morning-after" walkthrough with the Facilities Manager.

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Name (Print)

\_\_\_\_\_  
Address

---

Moorings CAM Signature

Date

## APPENDIX E

### MOORINGS POLICY ON ACCEPTANCE OF GIFTS

In order to give The Association a gift, the donor must offer the gift to The Board in writing with a description of the gift and any conditions attached thereto.

The Board will then evaluate the gift, the conditions attached, and assess any costs that could accrue to The Association by acceptance thereof.

When The Board has voted whether or not to accept the gift, they will notify the donor in writing.

This policy applies to any property that residents wish to place on the common areas, including plants. No personal property is allowed on common areas.

## APPENDIX F

### HELPFUL HINTS FOR OWNERS-SELLING AND/OR RENTING YOUR UNIT AT THE MOORINGS

If you are using a realtor, make sure that s/he knows the rules and restrictions at the Moorings  
Rentals must be for a minimum of 6 months (unless grand-fathered to old rules)

**PLEASE REMEMBER THAT OUR DOCUMENTS STRICTLY PROHIBIT RENTING TO A TENANT WITH A PET!!!!**

Obtain a **current application** from our management company or the following web address  
[www.themooringsat.edgewater.com/document\\_category.asp?cat\\_id=8&name=Public%20Documents](http://www.themooringsat.edgewater.com/document_category.asp?cat_id=8&name=Public%20Documents)

- Make sure that the application is filled out completely
- Adhere to the timeline for application submission.....no later than 15 days prior to the commencement of the lease or date of closing
- Make sure that that \$100 application fee is paid together with the application and the lease
- If the application is late make sure that the \$100 late fee is paid

**Upon renewal of a lease the same process governs except no renewal fee is required. By this we mean a new application form and a copy of the new lease or lease extension form is required no later than 15 days prior to the expiration of the lease. Late fees will apply.**

Provide a copy of the rules to your realtor or the prospective owner or tenant

At closing or occupancy give the new owner or tenant the following items: remote control for the gate, remote control for your garage, key to your unit, key to your mailbox and mailbox number. If you are selling your unit please give the new owner your unused coupon book if applicable.

**DO NOT GIVE YOUR REALTOR OR TENANT YOUR GATE CODE. WE WILL ASSIGN A GATE CODE TO YOUR TENANT OR THE NEW OWNER. REALTORS CAN CONTACT OUR CAM FOR A TEMPORARY GATE CODE**

Give a copy of this page to your realtor so s/he can assist you in properly completing the transaction

**APPENDIX G  
APPLICATION FOR PURCHASE  
THE MOORINGS AT EDGEWATER CONDOMINIUM ASSOCIATION, INC.**

**Must attach \$100 application fee and \$100 late fee if application is not received by our Property Management Company 15 days in advance of closing.**

Current Owners Name: \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Moorings unit Address \_\_\_\_\_

**Proposed Purchase/Closing Date** \_\_\_\_\_

**Proposed Purchaser(s) Information:**

**Purchaser 1 Name:** \_\_\_\_\_  
Date of Birth: \_\_\_\_\_

Marital Status \_\_\_\_\_

**Purchaser 2 Name:** \_\_\_\_\_  
Date of Birth: \_\_\_\_\_

**Current Address: (Physical Addresses Only. P.O. Boxes are not acceptable.)**

Street: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code \_\_\_\_\_  
Phone #(s): \_\_\_\_\_

Email Address(es) \_\_\_\_\_

**Landlord if Renting:** (Name and address) \_\_\_\_\_  
\_\_\_\_\_

Phone # \_\_\_\_\_

**Management Company PLEASE REDACT the information in the box below before transmission to The Board of Directors.**

Purchaser 1: SS# _____	Date of Birth: _____
Purchaser 2: SS# _____	Date of Birth: _____
Driver's License Number(s)	
Purchaser 1: _____	
Purchaser 2: _____	

**Purchaser's Occupation** \_\_\_\_\_

**Purchaser Occupation:**

Occupation: \_\_\_\_\_

Business Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Type of Business: \_\_\_\_\_ Length of employment \_\_\_\_\_

**Contact In case of Emergency (name, address, Phone):**

\_\_\_\_\_

\_\_\_\_\_

**Other Persons Who Will Occupy This unit with you. (Maximum total occupancy: 6 related)**

Name \_\_\_\_\_ Relationship \_\_\_\_\_ DOB \_\_\_\_\_

**Number of Auto(s) You Will Keep On Premises: \_\_\_\_\_**

See the Residents Handbook for other parking and motor vehicle restrictions.

**Vehicle 1:**

Year: \_\_\_\_\_ Make: \_\_\_\_\_

Type Of Vehicle (E.g. sedan, suv): \_\_\_\_\_ License plate number: \_\_\_\_\_

**Vehicle 2:**

Year: \_\_\_\_\_ Make: \_\_\_\_\_

Type Of Vehicle (E.g. sedan, SUV): \_\_\_\_\_ License plate number: \_\_\_\_\_

**PET RULES:**

A unit owner may keep no more than two dogs or domestic cats in total. No pet may exceed seventy-five pounds in weight at maturity. Notwithstanding the requirement that pets be dogs or cats and be limited to two in total, caged birds and fish are permitted in reasonable numbers. No domestic birds of a variety that will emit sounds that can be heard in contiguous units may be kept in a unit.

**Credit References (3):** (E.g. bank, S&L, credit union) Credit Card Co.'s are not acceptable.

Name \_\_\_\_\_ Address \_\_\_\_\_ Phone # \_\_\_\_\_

Contact name:(E.g. personal banker, branch mgr.) \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_ Phone # \_\_\_\_\_

Contact name: \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_ Phone # \_\_\_\_\_

Contact name: \_\_\_\_\_

**Personal References (3)**

Name \_\_\_\_\_ Address \_\_\_\_\_ Phone # \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_ Phone # \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_ Phone # \_\_\_\_\_

**The Proposed Purchaser(s) Agree that He/She/They:**

- Have read the Rules & Regulations and will abide by same.
- Pay promptly any sums due the Association, including compensation for any damages to the common elements or Association property, and any fines levied pursuant to the Association By-laws.
- Agree to abide by the Association’s Declaration, Articles of Incorporation and By-Laws.
- Consent to make inquiry of the references provided. All parties (owner, realtor, and prospective purchasers) are hereby informed and agree that no purchaser or purchaser be longings are permitted in the unit prior to signature indicating completion and acceptance of the purchase application by the Moorings Master Association Board. A violation of this provision will result in a \$100.00 per day fine, and the occupant is subject to eviction.

Sales/Rental Agent or Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

Proposed Purchaser’s Signature(s) \_\_\_\_\_ Date \_\_\_\_\_

**THIS APPLICATION WILL NOT BE CONSIDERED RECEIVED UNTIL IT IS COMPLETELY FILLED OUT AND ALL REQUIRED FEES ARE SUBMITTED.**

The Association reserves the right to hold an interview with the applicant prior to approval.

Board Approval: \_\_\_\_\_ for the Board Of Directors

Date \_\_\_\_\_

**Please return this form to: CASEY CONDOMINIUM MANAGEMENT, 4370 South Tamiami Trail, Suite 102 Sarasota FL 34231 PH: 941-922-3391, FAX: 941-921-2254**

# Moorings Point Circle Interview Questions For Buyer Applicants

1. Tell us about you and your family.
2. How did you hear about Lakewood Ranch and The Moorings?
3. Have you signed and dated your application to buy at The Moorings?
4. What led you to buy at The Moorings?
5. On what date to expect to "close or settle" on your condo at The Moorings?  
Please keep our CAM, Bruce McEwen apprised of any changes.
6. Have you ever lived or owned in a condominium?
7. Do you understand the difference between Condo Living vs. Single Family Homes?
8. The Moorings is made up of 136 owners. We are all financial partners in the maintenance and upkeep of The Moorings.  
***Buildings and Grounds are Owned In Common***  
*Your Space: Interior, Roofed Entry, Interior Courtyard & Lanais,  
Mechanical Equipment serving your Unit*  
*No Personal Property Is Allowed in Common Areas*  
*Closeness of Our Living Spaces - Sensitive to Others (Noise, barking dogs, etc.)*
- Do you promise to pay your quarterly fees regularly and on time?
9. Have you read the Moorings Handbook – Rules and Regulations?
10. Are you willing to abide by the rules and regulations at The Moorings?
11. Have you ever been cited, reprimanded or otherwise disciplined for violations of the rules of a Home Owners Association (HOA), cooperative or apartment building?
12. Have you ever been the subject of civil litigation (such as foreclosure, rule enforcement litigation or other action) by an HOA, cooperative or apartment rental?

13. Do you understand the Pet Restrictions that are part of ownership at The Moorings?
- a. No pets allowed for renters.
  - b. Maximum of 2 cats and/or dogs with size and breed limitations.
  - c. Leash always required when pets are on the common grounds (E.g. lawns, walks, driveways, streets).
14. How many vehicles do you own?
15. Are you aware that pickup trucks, campers, trailers and other large vehicles are not permitted to be parked at The Moorings?
16. Are you aware that at least one of your vehicles must be kept in the garage?
17. Are you aware that no parking is allowed on The Moorings streets? ots?
18. Are you aware that owners are not allowed to park in the visitor parking spaces?
19. Pool use hours are from dawn to dusk only. No evening or night use is allowed. There is no lifeguard on duty, no smoking is allowed, no audio which is discernable by an adjacent person is allowed at The Moorings Pool. There are other rules listed at the pool. Are you willing to abide by those rules?
20. An exercise room exists in The Moorings clubhouse. There are rules for its usage. Are you willing to abide by those rules?

I/we have answered these questions truthfully, completely and to the best of my/our ability.

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

**Please keep a copy of your responses for your use and return the original to Casey Management. Casey Management will notify you regarding your approval for purchase.**

## **AT CLOSING YOU SHOULD RECEIVE:**

A. Your mailbox number. The condo does not have your number. You must get it from the previous owner.

B. 2 remotes (clicker boxes)

One for main gate

One for your garage

C. 2 keys

One for mailbox

One for house/apartment

## GATE CODE NUMBER AND CLUBHOUSE/POOL ACCESS NUMBER

See Community Association Manager for assignment of your gate code number

## **OTHER INFORMATION:**

### MANAGEMENT

Community Association Manager: on site at the gatehouse, also via phone and email

Casey Management: off-site via phone or email.

Board of Directors

What questions do you have?

Do you have skills you might want to share with the community?

The Moorings has a website for your perusal. After purchase you will be assigned a login name and password so that you can access the “owners” areas of our website.

Website: [themooringsatedgewater.com](http://themooringsatedgewater.com) **Request your login**

**APPENDIX H  
APPLICATION FOR LEASE  
THE MOORINGS AT EDGEWATER CONDOMINIUM ASSOCIATION, INC.**

**Must attach \$100 application fee and \$100 late fee if application is not received by our Property Management Company 15 days in advance of the start of the lease.**

Current Owners Name: \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Moorings Unit Address \_\_\_\_\_

**Lease start day** \_\_\_\_\_

**Proposed Tenant(s) Information:**

**Tenant 1 Name:** \_\_\_\_\_  
Date of Birth: \_\_\_\_\_

Marital Status \_\_\_\_\_

**Tenant 2 Name:** \_\_\_\_\_  
Date of Birth: \_\_\_\_\_

**Current Address: (Physical Addresses Only. P.O. Boxes are not acceptable.)**

Street: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code \_\_\_\_\_  
Phone #(s): \_\_\_\_\_

Email Address(es) \_\_\_\_\_

**Landlord if Renting:** (Name and address) \_\_\_\_\_  
\_\_\_\_\_

Phone # \_\_\_\_\_

**Management Company PLEASE REDACT the information in the box below before transmission to The Board of Directors.**

Purchaser 1: SS# _____	Date of Birth: _____
Purchaser 2: SS# _____	Date of Birth: _____
Driver's License Number(s)	
Purchaser 1: _____	
Purchaser 2: _____	

Occupation: \_\_\_\_\_

Business Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Type of Business: \_\_\_\_\_ Length of employment \_\_\_\_\_

**Contact In case of Emergency (name, address, Phone):**

\_\_\_\_\_  
\_\_\_\_\_

**Other Persons Who Will Occupy this unit with you. (Maximum total occupancy: 6 related)**

Name \_\_\_\_\_ Relationship \_\_\_\_\_ DOB \_\_\_\_\_

**Number of Auto(s) You Will Keep on Premises: \_\_\_\_\_**

See the Residents Handbook for other parking and motor vehicle restrictions.

**Vehicle 1:**

Year: \_\_\_\_\_ Make: \_\_\_\_\_

Type Of Vehicle (E.g. sedan, suv): \_\_\_\_\_ License plate number: \_\_\_\_\_

**Vehicle 2:**

Year: \_\_\_\_\_ Make: \_\_\_\_\_

Type Of Vehicle (E.g. sedan, SUV): \_\_\_\_\_ License plate number: \_\_\_\_\_

**PET RULES:**

**Tenants are not permitted to have any pets. (Sec 14.4)** Tenants acknowledgement \_\_\_\_\_

**Credit References (3):** (E.g. bank, S&L, credit union) Credit Card Co.'s are not acceptable.

Name \_\_\_\_\_ Address \_\_\_\_\_ Phone # \_\_\_\_\_

Contact name:(E.g. personal banker, branch mgr.) \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_ Phone # \_\_\_\_\_

Contact name: \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_ Phone # \_\_\_\_\_

Contact name: \_\_\_\_\_

**Personal References (3)**

Name \_\_\_\_\_ Address \_\_\_\_\_ Phone # \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_ Phone # \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_ Phone # \_\_\_\_\_

**The Proposed Tenant(s) Agree that He/She/They:**

- Have read the Rules & Regulations and will abide by same.
- Pay promptly any sums due the Association, including compensation for any damages to the common elements or Association property, and any fines levied pursuant to the Association By-laws.
- Agree to abide by the Association's Declaration, Articles of Incorporation and By-Laws.
- Consent to make inquiry of the references provided.

All parties (owner, realtor, and prospective tenants) are hereby informed and agree that no tenant or tenant belongings are permitted in the unit prior to signature indicating completion and acceptance of the purchase application by the Moorings Master Association Board. A violation of this provision will result in a \$100.00 per day fine, and the occupant is subject to eviction.

Sales/Rental Agent or Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

Proposed Lessee(s) Signature(s) \_\_\_\_\_ Date \_\_\_\_\_

**THIS APPLICATION WILL NOT BE CONSIDERED RECEIVED UNTIL IT IS COMPLETELY FILLED OUT AND ALL REQUIRED FEES ARE SUBMITTED.**

The Association reserves the right to hold an interview with the applicant prior to approval.

Board Approval: \_\_\_\_\_ for the Board Of Directors

Date \_\_\_\_\_

**Please return this form to: CASEY CONDOMINIUM MANAGEMENT, 4370 South Tamiami Trail, Suite 102 Sarasota FL 34231 PH: 941-922-3391, FAX: 941-921-2254**

# Moorings Point Circle Interview Questions For Renters

(This form must be completed, signed before your application is considered complete.)

1. Tell us about you and your family.
2. How did you hear about Lakewood Ranch and The Moorings?
3. Have you signed and dated your application to rent at The Moorings?
4. Have you included a signed copy of your lease with your application?
5. Are you aware that renters are not allowed to have pets at the Moorings?
6. Have you signed the “no pet” statement in your application to show that you understand and agree not to have pets in your apartment or on the grounds?
7. Have you ever lived in a condominium or been part of a Home Owner’s Association (HOA)?
8. Have you read The Moorings rules and handbook?
9. Are you willing to abide by the rules and regulations at The Moorings?
10. Have you ever been cited, reprimanded or otherwise disciplined for violations of the rules of an HOA, cooperative or apartment building?
11. Have you ever been evicted or threatened with eviction from an HOA, cooperative or apartment rental?
12. How many vehicles do you own?
13. Are you aware that at least one of your vehicles must be kept in the garage?
14. Are you aware that pickup trucks, campers, trailers and other large vehicles are not permitted to be parked at The Moorings?

I have answered these questions truthfully, completely and to the best of my ability.

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

**APPENDIX I**  
**IMPORTANT CONTACT INFORMATION**

**Casey Management Company**

Lakewood Ranch Office  
9114 58<sup>th</sup> Drive East  
Bradenton, FL 34202  
Phone: 941-727-4698

Main Office  
4370 South Tamiami Trail, Suite 102  
Sarasota, FL 34231  
Phone: 941-922-3391, Fax: 941-921-2254

**Information Regarding Your Assessments**

Joanne Tubbs, Accounting Dept. – PH: 922-3391

[JTubbs@CaseyManagement.com](mailto:JTubbs@CaseyManagement.com)

Moorings Community Association Manager (CAM) 941-907-0287

**Moorings Facilities Manager**

Report problems with **exterior** of Moorings facilities to the CAM at 941-907-0287

**Emergencies**

For medical, police, or fire emergencies, call 911.

Our private property is posted “No Trespassing.” Report suspected trespassers to the police by calling 911.

For after hours maintenance or other emergencies that cannot wait until morning, call Casey Management at (941) 922-3391 or the CAM’s cell number.

**Lakewood Ranch Information**

Community Association Services at the Lakewood Ranch Town Hall at (941) 907-0202,

**APPENDIX J**

Instructions for using the Enterphone Gate Control System

- Guests arriving here must enter through the others (guest) gate.
- Follow the directions on the screen at the keyboard.

- Scroll down to resident name.
- Press the enter key.
- The owner can admit the quest by pressing the nine (9) key on their telephone.
- The gates will then open to let the guest enter.