



## MANGROVE CAY CONDOMINIUM ASSOCIATION RULES AND REGULATIONS

(Adopted October 6, 2021)

### **INTRODUCTION**

CONDOMINIUM MEANS “LIVING TOGETHER”.

#### **The Keys to Condominium Living are respect, courtesy and consideration**

Our Management Company is MC Homes located at 1155 Pasadena Ave S, Suite H, South Pasadena, FL 33707; The company is responsible for handling multiple tasks related to the Association’s operation, including, but not limited to: contracting, obtaining vendors to service the condominium buildings, paying our bills, and managing our employees. Requests for service should be reported to the Management Company at 727.432-2181 or with a work order to [office@mchomesrealty.com](mailto:office@mchomesrealty.com). Lessees (renters) must contact their landlord for service or assistance. We recommend residents keep a copy of these rules handy for future reference. Should any confusion arise, contact the property manager.

### **APPROVAL FOR RESIDENCY**

All prospective occupants must be approved before moving into a condominium unit. The following steps are required for approval:

A purchaser/acquirer may not purchase/acquire a Unit subject to an existing lease, as purchasing/acquiring a Unit subject to an existing lease would violate the prohibition on leasing during the first twenty-four (24) months of ownership. No owner shall have the right to automatically renew any lease.

1. Applicants must access the MC Homes web-site to obtain an application and list of required approval documents.
2. All application forms must be completed in their entirety and returned to MC Homes along with a current copy of the applicant’s driver’s license, state identification card, or other approved form of identification, and **all application administration fees** made payable to the Mangrove Cay Condominium Association.
3. Application fees include and are not limited to: for the following fees: Association Application Fee (for lease or sale); Move in Fee: \$300.00 (Non-Refundable), Elevator Key Fee: \$100.00 (Refundable) Background Check for each applicant over 18 years old. (Non-Refundable) and Damage/Trash Violation

**(Fees are subject to change at the discretion of the Board of Directors)**

4. Once all of the required documents are completed, MC Homes Realty will furnish a copy of the completed application forms to the Board of Directors for review and approval. **Please note** that any applicant who does not meet the minimum requirements for residency with the Association will be advised that their request for residency has been denied. A copy of the background check results will be made available upon request for a small copying fee.
5. An approved applicant will contact the BOD to set the date and time of the Required Orientation Meeting.

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6. At the Orientation Meeting New Residents will receive Unit access FOB's, Building Keys, and Vehicle decals.
7. Additional building access keys and FOBs are available for purchase through the Board.
8. At the conclusion of the Orientation Meeting, all approved applicants must sign the "New Resident Q and A" attesting that they have read, understood and accepted the Rules and Regulations and agree to be bound by them personally. All owners and tenants will be responsible for the conduct of their lessees, guests, heirs and assigns, family and all additional residents or occupants and will also be responsible for their lessees, guests, heirs and assigns, family, and all additional residents or occupants' compliance with the Rules and Regulations.

**The Board of Directors of Mangrove Cay Condominium Association Inc. ("BOD") reserves the right to refuse residency to any applicants who fails to submit a fully completed application along with the required identification, background checks, moving and administration fees. Any prospective resident who fails to fully complete all required information, or who supplies any information that later is found to be false, will be refused residency with the Association.**

These Rules and Regulations are promulgated by MANGROVE CAY CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit ("Mangrove Cay Condominium Association") pursuant to the, Declaration of Covenants, Conditions and Restrictions of Mangrove Cay Condominium Association. The Mangrove Cay Condominium Association Declaration provides that the affairs and operation of the Mangrove Cay Condominium Association shall be conducted by the Mangrove Cay Condominium Association and provides that the Mangrove Cay Condominium Association may make and promulgate Rules and Regulations governing the use of the Common Area which shall be binding upon each Member of the Association and each occupant of a Member's Unit, including the Member, his/her relatives, guests, tenants, invitees or other occupants (all herein generally referenced to as the "Occupants"). These Rules and Regulations shall apply to the property that is subject to the Master Declaration which is property that is or will be owned by the Mangrove Cay Condominium Association ("Mangrove Cay Condominium Association Property") and property that comprises an individual condominium in the Mangrove Cay Condominium Association; such as Mangrove Cay Condominium Association, a condominium.

### **PENALTIES**

Every Member and Occupant shall comply with these rules and regulations as set forth herein, and any and all rules and regulations which may be, from time to time, adopted, as well as the provisions of the Declaration, Articles of Incorporation and Bylaws of the Mangrove Cay Condominium Association as amended from time to time. Any violations of the Declaration of Condominium, Bylaws or Rules and Regulations by the owners, tenants or lessees, guests, heirs and assigns, family, and all additional residents or occupants, shall become the responsibility of the owner and will render the owner liable for a fine, not to exceed one hundred dollars (\$100.00) per day. A fine for an ongoing violation may not exceed one hundred dollars (\$100.00) per day, or one thousand dollars (\$1,000.00) in the aggregate.

### **Compliance and Enforcement.**

Individual Members may give notice to the Mangrove Cay Condominium Association of any violation of these Rules and Regulations, which notices must be in writing, giving dates, times and particulars of the rule being violated. Failure of a Member or Occupant to comply with said rule or rules shall be grounds for an action which may include, without limitation, an action to recover sums due to damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Mangrove Cay Condominium Association, a reasonable fine or fines may be imposed upon a Member, Occupant, licensee or invitee for failure to comply with any provision of the Declaration or Bylaws, or reasonable rules of the Mangrove Cay Condominium Association, provided the following procedures are followed:

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**Notice:** The Mangrove Cay Condominium Association shall notify the Member or Occupant of the infraction or infractions. Included in this Notice shall be a time and date of the next Board of Directors meeting, at which time the Member or Occupant shall present reasons why penalties should not be imposed.

**Hearing:** The non-compliance shall be presented to the Board of Directors, after which there shall be a hearing before a committee of other Members. If the committee does not agree with the fine, the fine may not be levied.

**Fines:** A fine may be imposed against the applicable Member, Occupant, licensee or invitee, up to the maximum amount of \$100.00 per incident, (or such greater amount as may be permitted by law from time to time).

**Violations:** Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after notice thereof is given shall be deemed a separate incident, one (1) for each day of such continuation, provided that no such fine in the aggregate shall exceed \$1,000.00, (or such greater amount as may be permitted by law from time to time).

**Payment of Fines:** Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.

**Application of Fines:** All monies received from fines shall be allocated as directed by the Board of Directors of the Mangrove Cay Condominium Association.

**Fees:** The Board of Directors may from time to time impose applicable fees. Owners are encouraged to refer to the Governing Documents for addition information.

**Non-Exclusive Remedy:** These fines shall not be construed to be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Mangrove Cay Condominium Association may be otherwise legally entitled; however, any penalty paid by the offending Member or Occupant shall be deducted from or offset against any damages which the Mangrove Cay Condominium Association may otherwise be entitled to recover by law from such Member or Occupant.

**Attorneys' Fees.** If the Association employs an attorney to enforce the provisions of this Declaration against any Owner, including his/her Tenant(s), Occupant(s), Guest(s) or Invitee(s), regardless of whether suit is brought, the costs and expenses of such enforcement, including reasonable attorneys' fees, may be assessed against such Owner's Unit as a Unit Charge as provided in Article 10.

In addition to the foregoing, in any legal proceeding arising out of an alleged failure of a Unit Owner, Family member, Tenant, Guest, Invitee, Occupant or the Association to comply with the requirements of the Condominium Act or the Condominium Documents, as amended from time to time, the Association is permitted to recover the costs and expenses of the proceeding and a reasonable attorneys' fee before trial, at trial and on appeal.

**Common Area:** The power to adopt and amend Rules and Regulations regarding the operation of the Association and use, appearance, maintenance, transfer and administration of the Condominium Property, Common Areas and Association Property

**The following rules and regulations shall apply with respect to the Common Area of the Mangrove Cay Condominium Association:**

1. No Occupant may make or permit any disturbing noise on the Common Area, whether made by himself, his family, friends, guests or vendors, nor do or permit anything to be done by such persons that would interfere with the rights, comforts or other conveniences of other occupants.
2. Disposition of garbage and trash shall be made only in garbage disposal containers, or in receptacles supplied by the Mangrove Cay Condominium Association.
3. **ALL BOXES MUST BE BROKEN DOWN FLAT AND PLACED AGAINST THE WALL WITHIN THE TRASH ROOM**

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4. All wet garbage and loose trash placed in rubbish receptacles must be placed in suitable bags and such bags shall be securely tied.
5. No Member or Occupant shall commit or permit any nuisance, immoral or illegal act in the Common area.
6. Occupants shall in no way deface, mar, alter, repair or replace any part of the Common Area, and in such event, they shall be liable for damages.
7. **SMOKING IS PROHIBITED** - ALL areas of the property including all **unit patios**, parking garage, open are ground (lawn), floor level elevator foyers and walkways, in the elevators, recreation facilities (pool, spa, deck area and recreation clubhouse).
8. Soliciting is strictly forbidden. It is requested that Occupants notify the Mangrove Cay Condominium Association if a solicitor appears and the Mangrove Cay Condominium Association shall have the right to take appropriate action.
9. No personal property shall be left on or about the Common areas when not in use to include extraneous items left in parking spaces and outside unit entry doors.
10. The Association is not liable for theft or damage of articles left on or about the common areas.

#### **DAMAGE TO COMMON ELEMENTS**

1. Unit owners will be responsible to pay for repairs to any Common element of Condominium property damaged by the owner, his/her guests, or lessees. The Common elements of the Condominium property damaged consist of all areas not included within the condominium units themselves.
2. Should you see a serious violation being committed, contact a BOD member or the property manager. It is not recommended that you become personally involved.
3. The Management Company and Board Members are responsible for notifying residents of any changes to the Rules and Regulations. Changes will be posted on the bulletin board located in the Mail Room.

#### **OWNERSHIP**

Prospective owners are required to go through the same application process as all prospective residents. Owners are encouraged to refer to the Governing Documents for addition information.

#### **ROSTER:**

The Mangrove Cay Condominium Association through its management company shall maintain a roster of all members for the convenience of members and security purposes. All Occupants are to furnish the following information to the Mangrove Cay Condominium Association to be included in the rosters:

1. A true copy of the recorded Deed or other instrument evidencing title of the Member to a Unit.
2. The telephone number of a Unit, if any.
3. The business address and telephone number where the Owner/Member may be reached during normal business hours.
4. The forwarding address and residence telephone number whenever the Owner/Member or resident is out of town.
5. The make, model, serial number and license number of all automobiles to be parked at the development.
6. The information required in Paragraphs (4), (5) and (6) above for any tenant of a Member's Unit.

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**LEASING:**

1. Leasing Applications must be submitted in writing to the property management company. Applications must include the following information and additional information as the Association may reasonably require:
  - a. All fees and deposits, a copy of the lease, photo copies of Driver's Licenses for applicants age eighteen (18) and older,
  - b. **Background checks** for anyone eighteen (18) and older residing within a unit,
  - c. Signed acknowledgement of receipt of the Rules and Regulations,
  - d. Checks in the proper amounts payable to the MANGROVE CAY CONDOMINIUM ASSOCIATION
2. **Incomplete applications will not be processed.**
3. **Approvals** are subject to all financial obligations to the Association (including, but not limited to, maintenance fees, late charges, special assessments, legal fees and application fees) having been paid in full) at the time of occupancy. In the event that a Unit Owner desires to expedite the Association's time frame for consideration of the lease, the Board may, but is not required to, agree to such a time reduction and charge an additional review fee for its expedited review in an amount set from time to time by the Board.
4. All leases shall be for a **minimum** period of twenty-four (24) continuous calendar months.
5. Leases may be extended or renewed, subject to Board approval.
6. No Owner may lease the Unit during the first twenty-four (24) month period of ownership measured from the date any present Owner acquired title to the Unit.
7. After the first twenty-four (24) month period of ownership, the Owner may lease Unit subject to the 15% Cap restriction, tenant approval process and the other requirements and limitations of this Declaration and rules and regulations.
8. Owners wishing to **sell** or otherwise convey a currently leased Unit **shall, terminate** the lease and regain legal possession of the Unit from the tenant(s) and occupant(s) prior to closing and conveyance of the Unit.
9. Owners may not lease their units more than one (1) time per year, regardless of the length of lease.
10. When leasing a one (1) bedroom unit, the owner must limit lessees to no more than two (2) permanent occupants.
11. Two-bedroom units are permitted up to four (4) permanent occupants and three (3) are permitted up to six (6) permanent occupants.
12. Lessees are governed by the same Rules and Regulations as owners. Please leave a copy of these Rules and Regulations for your lessees.
13. Owners who lease their unit forfeit their right to the Common elements.
14. Tenants are not permitted to have overnight **Guests** (related or non-related) in the absence of the Tenants' simultaneous presence in the Unit.
15. No sublets are allowed.
16. **Lease Renewals must include the Background check** for anyone eighteen (18) and older residing within a unit.
17. **Renewed leases must be submitted to the property management company 30 days prior to the beginning of the new term.**
18. Failure to submit a renewed lease 30 days prior to the end of the lease term may result in Board requests for a new application, additional fees and possible removal of the tenant and my risk ability to renew the lease request.

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19. **Failure** to submit a **renewed lease 30 days prior** to the end of the lease term may result in denial of requests with option to be placed on the waitlist.
20. Failure to provide a copy of the completed lease shall serve to forfeit their qualifying leasing status.
21. Owners are responsible to keep **current** Leases, **at all times, on file with the property management.**

#### **LEASING CAP**

1. Not more than fifteen percent (15%) of the Association Units shall be leased at any one time.
2. Owner desiring to lease a unit will be next available for lease on a first come/first serve basis.
3. Current grandfathered leases shall be grandfathered under the cap until such time as the Lessee or Unit Owner terminates the lease agreement. At such time, the Unit Owner shall be deemed to have relinquished his/her cap space, and would be eligible to be placed on the-waiting list.

**Owners are encouraged to refer to the Governing Documents for addition information**

#### **GUESTS**

**GUEST OCCUPANCY.** Any Person occupying a Unit for more than thirty (30) days in a calendar year regardless of whether any consideration is paid, **shall not be considered a Guest**, and shall be considered a Resident or Tenant subject to the approval requirements of Article 16.

1. Guest Occupancy is separated into **categories: Tenant's** Guests and **Owner's** Guests with additional sub categories.
2. Guests are governed by the same rules and regulations as the owner. Owners are encouraged to refer to the Governing Documents for additional information.

#### **OWNER RESIDENTS AND THEIR GUESTS**

##### **A. NON-OVERNIGHT (Daily) GUESTS WHEN-**

##### **1. The owner IS (home) in residence:**

- a) Need not be registered with the Association,
- b) May be subject to access control protocols or procedures used generally, if any,
- c) May use the Association facilities **only** when accompanied by the Unit Owner, unless otherwise approved by the Board.

##### **2. The owner is (NOT home) absent:**

- a) Guests are **not permitted** overnight when the Unit **Owner** is (not home) **absent** from the condominium.
- b) Unit Owners may have Units inspected by caretakers, friends or relatives. However, such individuals shall not be permitted to use Condominium facilities, such as recreational facilities (including, but not limited to, the pool, parking areas).

##### **B. OVERNIGHT GUESTS WHEN-**

##### **1. The Unit Owner IS (Home) In Residence**

The Unit Owner (and their respective Families) may have related or unrelated overnight Guests, **so long as the Unit Owner is (HOME) in simultaneous residence in that Unit.**

No requirement for registration when the Unit Owner **is simultaneously** occupying the Unit. The Association may restrict or prohibit Guest Visitation by certain persons. Refer to Article 15 for additional information

2. **The Unit Owner is (NOT home) Absent** Unit Owners are **permitted** to have overnight Guests in the absence of the Unit Owner **subject to certain conditions**, and such other Rules and

Regulations. The Association may restrict or prohibit Guest visitation by Persons under certain circumstances. **Refer to Articles 15 &16 for additional information.**

- a) **Non-Related Overnight Guests** are **not permitted** to occupy a Unit on an overnight basis in the **absence** of the Unit Owner.
- b) **Related Overnight Guests** may occupy a Unit in the absence of the Unit Owner. Ten (10) days prior notice to the Association is required.

## **TENANT RESIDENTS AND THEIR GUESTS**

### **A. NON-OVERNIGHT (Daily) GUESTS -**

#### **1. AND the tenant IS (home) in residence**

- a) Need not be registered with the Association,
- b) May be subject to access control protocols or procedures used generally, if any,
- c) May use the Association facilities **only** when accompanied by the Unit Tenant, unless otherwise approved by the Board.

#### **2. AND the tenant is (NOT home) absent**

- a) Guests are **not permitted** overnight when the Unit **Tenant** is (not home) absent from the condominium.
- b) Unit Tenants may have Units inspected by caretakers, friends or relatives. However, such individuals shall not be permitted to use Condominium facilities, such as recreational facilities (including, but not limited to, the pool, parking areas).

### **OVERNIGHT GUESTS WHEN-**

#### **1. The Unit Tenant IS (home) in residence**

The Unit Owners (and their respective Families) may have related or unrelated overnight Guests, **so long as the Unit Tenant is (HOME) in simultaneous residence in that Unit.**

No requirement for registration when the Unit Tenant **is simultaneously** occupying the Unit.

The Association may restrict or prohibit Guest Visitation by certain persons. Refer to Article 15 for additional information

#### **2. The Unit Tenant is (not home) absent**

Tenants are **not permitted** to have overnight Guests (**related or non-related**) in the absence of the Tenants' **simultaneous presence** in the Unit.

### **BOARD AUTHORITY**

The Board has the authority to require Owners to provide a current background check for their related overnight guests which must be provided at least ten (10) days prior to the related overnight guest's occupancy. No Related overnight guest is permitted to occupying the Unit for more than fourteen (14) nights in any ninety (90) day period.

**Owners Are Encouraged to Refer to The Governing Documents for Addition Information**

### **MOVE IN / MOVE OUT INSTRUCTIONS**

1. Move in/out days are limited to **Tuesdays and Thursdays**.
2. Move-ins or move-outs must be **scheduled** between the hours of **7:00 a.m. and 5:00 PM on Tuesdays and Thursdays.**
3. **All move Ins and Move Outs must receive approval from the property management or Board of Directors.**
4. Complete and submit the MOVE IN / MOVE OUT INSTRUCTIONS form and applicable fees to the management company.
5. Residents may **not** begin scheduling movers, contractors nor any other outside vendor PRIOR to the Orientation Meeting; Including but not limited to: painting, window treatments, flooring and/or delivery of new appliances.

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6. **ALL outside moving service providers** must submit for approval: current copies of their Business License and Liability Insurance which **must name** *"Mangrove Cay Condominium, Inc located at 10851 Mangrove Cay LN NE, St. Petersburg, FL 33716"* and the name and address of the current property management company **as a Co-Insured**.
7. Moving in or out arrangements are to be coordinated with the Property Management Company or Board of Directors representative and not directly with the Maintenance Person.
8. A Non-Refundable Administrative Move-in Fee of \$300.00 is due at the time of submitting the **Purchase/Lease**.

#### **APPLICATION**

1. New Residents must contact the Mangrove Cay Board of Directors at MC1.resident2020@gmail.com to schedule an Orientation Meeting PRIOR to moving in.
2. At least **24 hours** advance **notice** must to be given to Property Management at (727) 573-9300, requesting the elevator pads be put in place for the move.
3. Owners/Tenants **must always be present or have an authorized representative present** during the move.
4. Residents moving out are **required to submit a \$100 refundable elevator key deposit and a \$300 damage/trash deposit**. Deposits will be returned upon inspection for damage and receipt of the key. No keys will be dispensed to moving companies. **Fees subject to change**.
5. **No keys will be given out prior to** receipt of the required deposits, an Orientation Meeting and Board approval.
6. Owners/Tenants (moving out or moving in) may obtain the key for the elevator from the Board appointed or property management representative; to lock and hold the elevator for loading/unloading. You must pick up the key during the normal working hours between 7:00 a.m. and 3:00 p.m.
7. Owners or Tenants may only use the Freight Elevator #1 for moving out or moving in.
8. All move-ins or move-outs must come **through the ground level elevator doors**.
9. **ABSOLUTELY No trucks are allowed on the second level**.
10. Residents moving in are **required to remove all their boxes OR break down all boxes**. Broken-down boxes are to be placed in the Trash Room located in the Lower-Level Garage **along the inside wall**.
11. **Residents may not, at any time, deposit large items in the trash room or outside by the dumpsters**.
12. **Residents must schedule a (FREE) special pick up with the City Sanitation Department to remove large items**.

#### **PETS**

**A.** Having a pet on the Mangrove Cay Condominium Association Property is allowed, provided, however, that it is clearly understood that the authority to have a pet on the Mangrove Cay Condominium Association Property is a conditional license subject to revocation by the Mangrove Cay Condominium Association. The authority to have a pet on the Mangrove Cay Condominium Association Property is subject to the following standards and guidelines:

1. There will be no more than two household pets in a unit in a condominium subject to the Declaration, which shall be limited to dogs or cats, whose weight **shall not exceed thirty (25) pounds at maturity, per pet** and which pets must be registered with the Association.
2. All pets must be in compliance with government laws and ordinances regarding inoculations, licensing and leashing.

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3. Owners are required to maintain up-to-date immunizations from a qualified veterinarian. Records of immunizations must be updated annually and made available upon request to the Association.
4. Dogs and cats are not permitted on the Mangrove Cay Condominium Association Property unless attended by an adult and on a leash of not more than six (6) feet long.
5. No pet shall be allowed on or about the recreational facilities which are defined as the pool, spa, pool deck and recreation clubhouse.
6. In no event shall any pet be left unattended, whether or not tethered, in any portion of the Common elements of the condominium.
7. Pets that demonstrate or have demonstrated a vicious or aggressive behavior must be removed from the condominium property.
8. No pet of any kind that has a venomous or poisonous defense or capture mechanism is allowed on condominium property.
9. There shall be no breeding or maintenance of household pets for commercial purposes
10. Pets are not to become a nuisance or annoyance to other members of the Mangrove Cay Condominium Association. Any pet causing or creating an **unreasonable** disturbance or noise must be permanently removed from the condominium property.
11. Pets in or on condominium property may be walked within the perimeter of the condominium property, and shall not be walked in parking garages nor within the common areas.
12. Residents or their designees who have responsibility for their pets will pick up and remove to appropriate waste receptacles all droppings and other solid animal waste left on Common elements of the condominium; to include INSIDE elevators and parking garage.
13. In the event there is a violation of the aforementioned Rules and Regulations regarding pets, or any provisions in the Declaration, the Mangrove Cay Condominium Association shall be entitled to all its rights and remedies, including, but not limited to, the right to fine a Member and the right to revoke the conditional license of a Member to have a pet on the Mangrove Cay Condominium Association Property, and may require the Member to remove the pet permanently from the Mangrove Cay Condominium Association Property.

#### **B. ASSISTANCE ANIMALS – EMOTIONAL, SUPPORT, SERVICE ANIMALS**

1. Any resident seeking to introduce an assistance animal into the community must complete the Disability Verification Service/Support Animal Verification Form, or its equivalent, and accompanied by the same documentation required for all resident pets. A reasonable accommodation for the disability must be approved no later than the orientation of the prospective lessee or purchaser.
2. At the time of application, the owner of an assistance animal must provide a copy of the animal's registration, indicating the person requesting accommodation as the owner of the assistance animal, a photograph of the animal, a copy of its license, and proof that the animal has received all legally required immunizations from a qualified veterinarian. Records of the immunizations must be updated annually with the Association by providing proof of immunization in writing to the Association office.
3. The type of assistance animal permitted in the community is limited to those types the community is required by law to allow.
4. Pets are not to become a nuisance or annoyance to other members of the Mangrove Cay Condominium Association.
5. Pets that demonstrate or have demonstrated a vicious or aggressive behavior, in accordance with Florida State Statute, may be removed from the condominium property.

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6. A person who knowingly and willfully misrepresents herself or himself, through conduct or verbal or written notice, as using a service animal and being qualified to use a service animal or as a trainer of a service animal commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 and must perform 30 hours of community service for an organization that serves individuals with disabilities, or for another entity or organization at the discretion of the court, to be completed in not more than 6 months. Section 413.08(9), F.S.
7. An assistance animal must be kept under the control of its owner whenever it is on Common element property.
8. Tying up animals outside and leaving them unattended is prohibited.
9. All animal waste must be disposed of by the resident or other responsible person.
10. Residents will be liable for and charged for personal or property damage caused by their animals.
11. Disabled guests must comply with the same assistance animal rules as resident.
12. The Association is authorized from time to time to make additional reasonable rules regarding animals. The Association shall not be liable for any personal injury, death or property damage resulting from a violation of the foregoing rules and regulations governing pets and assistance animals and any resident maintaining an animal in the community shall indemnify and hold the Association harmless from any loss, claim or damage arising from or in connection with the maintenance of the animal in the community.
13. A Disability Verification Service/Support Animal Verification Form can be requested from the Association management company.

**Residents shall hold the Association harmless from any claim resulting from any action of their pet what.  
ADA Service and Emotional Rules subject to change in accordance with State Statutes**

### **PARKING AND VEHICLES:**

#### **Vehicles & Parking:**

The Mangrove Cay Parking Rules and Regulations are in place to create a use of limited space which addresses all residents living in the building. These rules and regulations accommodate the limited parking by residents, visitors, guests and service providers. These rules include a decal parking system and are to be observed by all owners, residents, visitors, guests and service providers. The Board remains dedicated to the support of all residents living within the Mangrove Cay Community and may be revised from time to time as determined by the Association Board.

**THE TERM "VEHICLES"** shall include light pickup trucks, SUV's, Motorcycles and other similar vehicles as determined by the Board.

**THE TERM "EXTENDED STAY PARKING"** shall refer to any guest or visitor intending to park in a Visitor or Handicapped space for more than two consecutive nights in any one seven-night term.

#### **PARKING SPACE**

1. Each Unit shall have one exclusive use parking space assigned to it and said parking space shall be a Limited Common Element.
2. Each unit one additional use parking space assigned to it as determined by the Board.
3. Vehicles shall be limited to two (2) per Unit and shall be parked only in the parking spaces so designated for that purpose by the Association.
4. Both The Limited Common Element parking space and the "Additional" parking space are subject to change and may be relocated at any time by the Board.
5. No Unit Owner or Lessee shall lease or sell or in any way engage in a use agreement with any person who does not reside within the Unit of the assigned parking space.

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6. Owners who wish to exchange their assigned parking space(s) with another Owner may submit a written request for approval to the Board.
7. Owners and/or Lessees who wish to reserve an extended stay parking space (more than two nights) for a guest must submit a request for an Approved Parking Space Assignment to the Board.
8. When a unit is sold or the title is changed and under extraordinary circumstances and/or for the purpose of safety, The Board shall have the authority to make a reassignment of parking spaces.

### **PARKING VEHICLE(S)**

1. No Vehicles larger than a 4-door passenger automobile will be permitted UNLESS it can be parked within the line marked space identification parking space assigned to an Owner, leaving a reasonable space between vehicles and the vehicle is only one of the two allowed vehicles used by the occupants of such owner's unit for basic transportation.
2. There shall be no storage of any item other than the vehicle itself in the assigned parking space(s).
3. No vehicle may extend beyond the end of the designated length and/or width of the space.
4. No vehicle which is not currently licensed or cannot operate on its own power shall be parked on Association Property.
5. Owners' and/or Lessees' vehicles are not to be parked in Visitor spaces.
6. Guests may not park in Visitor spaces for more than two consecutive nights over a seven-day period without Board approval.
7. Vehicles may not be parked on any other part of the condominium property; to include the grass at any time.
8. The property has space for vehicle washing and may not be used as a parking space.
9. There shall be no parking of commercial vehicles, boats, boat trailers, recreational vehicles, utility trailers, trailers, or any additional item(s) as the Board may include from time to time.
10. No commercial vehicle of any type is to be parked on the upper parking level or within the parking garage area of both levels.
11. All delivery vehicles are to park on the lower-level parking in front of the clubhouse.
12. Tractor trailers used for the purpose of moving household goods in or out are restricted from parking on the property and are to park on Mangrove Cay Lane.

### **VEHICLES**

1. Each unit will receive ONE serial numbered decal per registered vehicle (maximum two) and specifically assigned to the unit.
2. The first two decals are free to the owner; subsequent requests for new decals will be issued at a current \$4.00 cost per decal. This charge may be adjusted by the Board through a rule or resolution.
3. Decals must be displayed from the rearview window of the vehicle and such decal shall be visible to passing vehicles or pedestrians.
4. Decaled vehicles must be parked in the designated RESIDENT space(s).
5. Vehicles whose exterior shows commercial markings signs, displays, tools or mounted equipment, racks, ladders, inventory for sale or installation, or other items that clearly indicate non-personal use are prohibited.

### **VIOLATIONS**

1. The Board and its agents shall have the authority to affix stickers to a vehicle indicating a violation of these rules and regulations.

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2. Vehicles parked in an assigned space with either no decal, an invalid decal or invalid hanging tag is considered illegally parked and may be subject to fines and removal. The fines will be assessed to the unit owner of the assigned parking space or owner of the vehicle.
3. No vehicles may be washed or detailed within the parking garage at any time.
4. No vehicular repairs shall be made on the premises.
5. Owners have twenty-four (24) hours to resolve the violation and failure to meet this deadline may result in the vehicle being towed at the owner's risk and expense without further notice.
6. Any vehicle which is not currently licensed or cannot operate on its own power shall not remain on the premises for more than twenty-four (24) hours.
7. The owner shall respond to the Board or its agent within twenty-four (24) hours and demonstrate that the vehicle can operate on its own power. If the owner cannot so demonstrate or if the owner does not contact the Board, the vehicle may be towed at the owner's risk and expense without further notice.
8. Vehicles found to be in disrepair and/or responsible for spilling or leaking of vehicle fluids that may reasonably be expected to stain or damage driving or parking surfaces, soil or the general environment of the property shall, upon personal awareness or notification, remove the vehicle to an offsite location until such time as the vehicle has been repaired. (Owner may be asked to provide documentation of repair.) Violations may result in having the vehicle towed at owner's expense.

#### **ADDITIONAL VEHICLE RESERVED SHORT-TERM PARKING.**

1. The Board has the authority to grant licenses (limited reserved parking) to Unit Owners for the temporary exclusive use of a guest parking space.
2. Residents who currently own more than two (2) vehicles may request the option to lease an available parking space identified by the Board for a daily charge, as set by the Board and revised from time to time. (\$10 per day charge as of this revision and subject to change)
3. Parking spaces are limited to two-week rental increments.
4. If a designated space is available AND there is no request on the waitlist, residents may request a lease renewal for an additional two-week term.
5. Parking spaces are limited to one of the overflow parking spots located on the LOWER LEVEL, in front of the Club House ONLY and are not guaranteed.
6. These vehicles must be registered and will require a hanging tag issued by the Board.
7. The Board shall, by rule or resolution, set the maximum duration of the license, set a daily charge for the license, and impose any other requirement as to the issuance and terms of the license. Notwithstanding the foregoing, no license shall be valid for more than thirty (30) consecutive days.
8. In the event that there are more Owners requesting a license than available spaces, the Board shall create a first-come first-served waiting list and no Owner shall be permitted to renew a license until all Owners on the waiting list have either been granted a license or withdrawn their name from the waiting list.
9. Not more than half of the parking spaces on the lower level in front of the clubhouse shall be available for use as additional reserved short-term parking spaces.

#### **HANDICAPPED RESIDENT and VISITOR SPACES**

1. Owners and Residents with State issued disabled parking designation are to use the Unit's assigned parking spaces for their "handicapped" parking space. (See exception below)
2. No vehicles may be left parked in a visitor space for more than five (5) consecutive days.

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3. ONE space on the lower level may be provided for "Maintenance Personnel".
  4. NO RESIDENT VEHICLES MAY BE PARKED IN ANY OF THE VISITOR OR HANDICAPPED SPACES ON THE UPPER LEVEL.
  5. **TEMPORARY NEED:** A resident in need of the use of temporary disabled parking may request, from the designated Board Member, the use of one of the assigned "disabled parking" spots for a LIMITED TIME ONLY.
- **VIOLATIONS OF ANY OF THE PARKING RULES WILL BE REVIEWED BY THE BOARD AND MAY BE SUBJECT TO TOWING. VEHICLE TOWING AUTHORIZATIONS ARE THE RESPONSIBILITY OF BOARD MEMBERS.**
  - **THE BOARD MAY REVISE PARKING RULES AS NECESSARY FOR THE COMMON GOOD OF ALL RESIDENTS.**
  - **OWNERS AND RESIDENTS ARE ENCOURAGED TO REFER TO THE GOVERNING DOCUMENTS FOR ADDITIONAL INFORMATION.**

**Unit Owner Obligations in Connection with Maintenance, Repair, Replacement and Alterations.**

1. In connection with his or her Maintenance, Repair and Replacement obligations, the Unit Owner has the responsibility to obtain the prior written approval of the Association, through the Board or a committee established by the Board, **before** performing any Maintenance, Repair, Replacement or Renovation which requires: changes or alterations to the physical appearance of the Condominium Property; both within the owner's Unit and those visible from any exterior vantage.
2. Owners shall provide for the peace and safety of the Condominiums and its Residents or the aesthetics of the Condominium Property, as determined by the Board.
3. Owners may not engage in "extensive" remodeling work or "heavy" construction activity, except with prior approval of the Board. "Extensive" remodeling and "heavy" construction shall be as defined or interpreted by the Board from time to time.
4. **"Structural" work, modifications or alterations include**, but are not limited to: relocation of existing electrical, plumbing, ductwork, air conditioning or heating installations; relocation of existing fixtures or appliances such as toilets, sinks, tubs, showers, dishwashers, refrigerators, or ranges; the removal or modification of any partition, door, window or screen; raising or lowering of ceilings; or relocating kitchen or bathroom cabinetry.
5. Further, "structural" work, modifications or alterations includes any and all work that requires a building permit, a structural permit, an electrical permit, a plumbing permit, a mechanical permit, or similar permit from the appropriate governmental agency, whether or not mentioned above.

**Additional Unit Owner Responsibility for Modifications or Alterations.**

1. If a Unit Owner (or his or her predecessors in title) makes, or has made any modifications or alterations to the interior or exterior of the Unit, Common Elements, or Limited Common Elements, the Unit Owner (and his or her heirs, successors in title and assigns) shall be financially responsible for the Maintenance, care, preservation, or reconstruction of the modification or alteration and shall execute such documents as the Association may promulgate, if any, accepting said financial responsibility. Insurance of modifications or alterations shall be the responsibility of the Unit Owner, except as may otherwise be provided by this Declaration or the Act.
2. Any modification or alteration to the Condominium Property made by a Unit Owner may be required to be removed in connection with the Association's Maintenance of the Condominium Property.

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## **THE AARR- ARCHITECTURAL RENOVATION AND REPAIR OF UNITS**

### **Unit Owner Maintenance, Repair, Renovation and Replacement Obligation.**

1. Each Unit Owner is responsible, at his or her own expense, for all Maintenance of his or her own Unit and those Limited Common Elements serving his or her Unit, whether ordinary or extraordinary.
2. Owners shall be responsible for obtaining and submitting all required permits.
- a. **When is a Permit Required?** Reference," *Florida Building Code Section 101. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by the Florida Building Code (FBC), or to cause any such work to be done, shall file an application and obtain the required permit or certificate."*
3. All proper permits must be obtained and properly displayed for the duration of the project.
4. **OWNERS PERFORMING THEIR OWN** renovation/remodeling work must supply proof of insurance covering their work.
5. **Applications must include:** AARR Application, Deposit Checks for damage and elevator, Business License, Certificate of Limited Liability Insurance with "Mangrove Cay Condominium Association, 10851 Mangrove Cay LN NE, St. Petersburg, FL 33716 and the 'Name and Address' of the current Property Management Company are named as CO-INSURED" IN THE "DESCRIPTION OF OPERATION" box and Materials Identification Lists, Sound Abatement Material list, Permits.
6. Owners shall submit an Architectural Renovation and Repair (AARR) request for review to the management company (available on the Web-site)
7. Unit Owner shall obtain the **prior written approval** of the Association, through the Board or a committee established by the Board, **before** performing any Maintenance, Repair, Replacement and or Renovation.
8. Requests for unit renovations must be accompanied by a plan depicting the requested alteration.
9. Owners beginning any Repair or Renovation PRIOR TO APPROVAL SHALL be assessed a \$700 review fee.
10. **Failure to submit a complete and accurate AARR** Application shall result in a \$50 second review fee and a \$100 review fee for each additional review revisit until such time as all requirements have been met.

### **Fees are subject to change as determined by the Board.**

11. All alterations/improvements and installations must be in compliance with the Association's governing documents and specifications, special instructions and/or comments.
12. **FOR THE PRESERVATION OF UNIFORMITY OF APPEARANCE;** No renovation or repair work may change the exterior look and consistency of the tower building. (Window coverings shall provide a white/cream external view, no lights shall be added to the balconies (with the exception of national holiday celebrations); paint colors shall be approved by the Board.
13. Unit owners are responsible for any damage including, but not limited to leaks, water seepage, cracked or broken stucco and all damage to the roof; elevators, walkways or any other common area damaged by workmen of any other type.
14. Inspections of the work in progress will be required and must be scheduled through the property manager.
15. No renovation or repair work may be conducted on the walkways or in the lobbies at any time.
16. Owners are required to have all renovations/repairs inspected prior to completion of the project.
17. Contact the property management company for scheduling.

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18. Owners are responsible for requesting the pads for the protection of the elevators from the property management company **before** any tools or materials are transported.
19. Workmen may not block elevator doors open for more than five (5) minutes.
20. All materials will be removed from the walkways at the completion of work each day.
21. The Board of Directors has the authority to approve, disapprove or require modification to the proposed work.
22. No one is allowed on the roof without a member of the Board, property management or maintenance in attendance.
23. Unit owners shall ensure that all areas of the building affected by the contractor are **cleared** of all construction material debris including walkways, elevators, and lobbies on a daily basis.
24. Unit owners are responsible for any **damage** to the roof; elevators, walkways or any other common area damaged by workmen and will be assessed for any damage **over and above the deposit on hand**.
25. Owners are advised to plan ahead; allowing the Board 10 business days, from the day a complete application is submitted, to consider your request.
26. Owners shall not schedule the commencement of work until the three (3) business days AFTER the Board has approved the application.
27. **FAILURE TO OBTAIN AN APPROVAL SHALL RESULT IN review fees assessed against the unit owner** and/or the Association may require **a total tear out** of the completed renovation or repairs if they are nonconforming and/or the required inspection was not conducted

**SIGNIFICANT ADDITIONAL DETAILS AND RULES ARE OUTLINED IN THE GOVERNING DOCUMENTS. OWNERS SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL RULES REQUIRED BY THE ASSOCIATION GOVERNING DOCUMENTS**

**SERVICE PROVIDER/CONTRACTOR:**

1. **DEFINED: ANY** person brought onto the property to perform **any and all** services for the exchange of payment of any type.
2. **Service** providers/contractors may provide but are not limited to: repairs, installation, restoration, (ex: painting, electrical, remodeling, plumbing, moving, a/c, flooring, kitchen, bathroom, window/doors repair....), pet sitting, maid/cleaning services, general handyman projects, unit monitoring in the absence of an owner, vehicle detailing/cleaning, child/parent day-evening care, window tinting, blinds/curtain installation...
3. **ALL Service** providers/contractors **shall be licensed** and **insured** and shall present business license(s), and proof of the contractor's insurance and current contractor(s) insurance when appropriate or requested.
4. **ALL SUB-CONTRACTORS contracted by another service provider shall be licensed and insured** and shall present business license(s), and proof of the contractor's insurance and current contractor(s) insurance when appropriate or requested. (i.e., Home Depot, Best Buy, JB Flooring, Ashley Furniture...)
5. Service providers/Contractor's **insurance must include** liability coverage, vehicle coverage (if applicable) and worker's compensation coverage.
6. **Liability insurance shall NAME "MANGROVE CAY CONDOMINIUM, 10851 Mangrove Cay LN NE, St. Petersburg, FL 33716"** and the current Property Management company with address AS A CO-INSURED.
7. Service providers/Contractor's vehicles are not permitted on the second level parking area nor in the covered garage areas.

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8. Service providers/Contractors shall obtain any **permits** that may be required by Pinellas County Ordinances. **(See Pinellas County Building Services)**
9. Service providers/Contractors **shall attach** document copies of the materials to be used, along with any other pertinent information to the application.

#### **CLEAN-UP**

1. All remodeling materials must be removed from a Unit. Service providers/Contractor's or owners performing renovations must either remove the discarded materials from the Condominium property or contact the City of St. Petersburg Sanitation Department at 727- 893-7398 to pick up unwanted materials.
2. Debris may not be disposed of in the Condominium dumpsters. Failure to comply shall result in forfeiture of deposit.
3. The Service providers/Contractor's /owner shall be responsible for the cleanup of any debris and disposal offsite (i.e., not in the dumpster on the property). Failure to comply shall result in forfeiture of the deposit.

#### **FLOORING**

1. Installation of flooring of all types, including but not limited to: tile, carpeting, hardwood, laminate or other hard flooring surface requires the prior written approval of the BOD. Installation of any type of floor covering **must** include the required sound-proofing barrier under the surface, which complies with the current St. Petersburg building codes.
2. Documentation submitted **MUST INCLUDE** the sound barrier material's manufactured IIC and STC Ratings.
3. Samples of both the proposed flooring and the sound proofing shall be provided to the BOD prior to approval.
4. When installing flooring owner must attach a signed copy of the "Flooring Guideline" from the property management Web-Site.

#### **REVIEW FEE**

**Failure to install a proper sound barrier shall result in a \$700 Review Fee assessed to the owner and the Unit owner will bear all costs associated with the removal and replacement of the unapproved flooring components.**

#### **WORK HOURS/RULES**

1. Work (other than Air Conditioning projects) is restricted to the hours of 8AM through 5PM, Monday---Friday.
2. No renovations or repairs (except for emergencies) will be permitted on Saturdays or Sundays.
3. Work is not permitted on weekends or nationally recognized holidays.
4. The entire project must be completed within 30 days from the date the alteration is approved by either the ARB or The Board.
5. Alterations not completed within the thirty (30) day window must submit a new request.

#### **AIR CONDITIONING REPLACEMENT/REPAIRS-**

1. Air conditioning replacement/repairs- Work must be completed by **not later than 3:00 PM.**
2. No one is allowed on the roof without a member of the Board, property management or maintenance in attendance.
3. When moving, or repairing an air conditioning unit, the contractor must be instructed to protect the roof and walkways from damage.

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4. Air conditioning work **must have a property manager representative or Maintenance employee on-site at all times while work is being conducted** on the roof or a Board member (for emergencies)
5. EMERGENCIES: contact the 24-hr. emergency number: 727-432-2181

#### **UNIT OWNERS (additional reminders)**

1. The unit owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.
2. No unit owner shall make any alterations, add to or remove any part (exterior or interior) of a unit or of a limited common element or any other portions of the improvements to the Condominium Property maintained by the Association (such as, balconies, entry ways, windows, exterior doors, etc.) without the prior written approval of the Board of Directors.
3. Unit Owner must contact property management or the Board at mc1.resident2020@gmail.com to schedule a final inspection.
4. The Association will inspect the Common elements and return the damage deposit to the Unit owner upon completion of the work and determination that no damage to the Common elements has been done.

**PLAN AHEAD - RESEARCH THE ASSOCIATION DOCUMENTS FOR IMPORTANT ADDITIONAL INFORMATION - GIVE THE BOARD TIME TO CONSIDER YOUR REQUEST.**

**THE AARR, DEPOSIT CHECKS, REQUIRED SAMPLES, AND INSURANCE INFORMATION MUST BE RECEIVED BEFORE COMMENCEMENT OF WORK.**

**REVIEW FEES SHALL BE ASSESSED ANY OWNER FAILING TO COMPLY WITH THE ASSOCIATION ARTICLES AND RULES AND REGULATIONS**

#### **BARBEQUES AND GRILLS**

Barbeques and grills (other than electric) are not permitted anywhere on the property, to include balconies, exception is the grill provided by the Association in the pool area.

#### **ROOF ACCESS**

All roof access and work must be pre-approved by the property manager and must be completed in strict accordance with the rules. (See Air Conditioner Rules) Please give management 24 hours' notice.

#### **Recreational Facilities:**

The use of the recreational facilities (pool, spa, deck area and recreation clubhouse) is limited to resident occupants and their guests. Individuals using these facilities are required to observe the following regulations in addition to any other rules that might be posted by the Mangrove Cay Condominium Association posted in compliance with the requirements of public health authorities and to insure the comfort and safety of all concerned.

#### **CLUBHOUSE/POOL**

1. Non-Association activities in the clubhouse must be requested in writing and approved by the BOD.
2. Reserving the Clubhouse does **NOT** include exclusive use of the pool and pool area.
3. Association owners may use the Clubhouse for private activities **after** receiving approval from the BOD and coordinating the date. A \$100.00 non-refundable use fee is required.
4. **All outside vendors servicing any function shall provide current business license and liability insurance naming Mangrove Cay Condominium Association, 10851 Mangrove Cay LN NE, St. Petersburg, FL 33716 and the "Name and Address of the property Management Company listed as a co-insured.**

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5. **LEASEES RESERVING THE CLUBHOUSE SHALL PROVIDE** Proof of renter's Liability Insurance Policy is required at the expense of the renter.
6. **No smoking in the clubhouse – Smoking is prohibited at all times on all areas of the Association Property (inside and out)**
7. Damage/excessive cleaning/lights and or A/C left on shall result in additional maintenance fees assessed the Unit Owner.
8. Clubhouse facility may not be used for personal use at the time of scheduled BOD meetings or BOD workshops.
9. Eating and drinking are limited to inside the clubhouse or at tables under the patio roof.
10. When eating outside, **all plates, cups, glasses, and utensils MUST BE plastic or paper.**
11. **Children under the age of 18** are not permitted, **AT ANY TIME**, in the clubhouse unless accompanied by a responsible adult.
12. Wet swimsuits are not permitted in the clubhouse except to go to the lavatories. Please use the separate entrance for that purpose.
13. No furniture or equipment within the recreation area may be removed for the personal use of the residents.
14. When **leaving** the clubhouse - **LOCK** the outside doors, the glass door between the lavatories and recreation hall, and the billiard room. **TURN** off the lights and fans. SET A/C to 82 degrees in the summer and 65 degrees in the winter.

#### **SWIMMING POOL**

1. Pool rules are posted outside of the Clubhouse. **Read them prior to pool use.**
2. Children under 12 years of age are not permitted within the pool area unless accompanied by an adult who is and shall remain responsible for the children.
3. There shall be no running or shouting or boisterous games played within the pool or spa area.
4. No breakable containers are permitted around the pool or spa area and no food or drink may be consumed within the pool or spa area. **Glass containers are strictly forbidden.**
5. Anyone using the pool facilities will comply with all local health regulations, which specifically include taking a shower before entering the pool or spa.
6. Bathers must remove suntan lotion, creams, hair pins, lotions, powders, etc., before entering the pool or spa.
7. No pets shall be allowed in the pool or spa area.
8. Radios at poolside- must have volume kept down or have headsets.
9. Sunbathing is permitted only on the deck surrounding the pool and clubhouse, not on the lawn.

#### **MAINTAINANCE AND TRASH ROOMS**

1. Residents may hire Maintenance for personal work and are responsible to pay for the service provided.
2. Residents may not request maintenance personnel to perform any personal services during their normal work hours. In case of an emergency, an exception may be made, but the work must be requested and authorized by an officer of the BOD or the property manager.
3. Maintenance will be done by work order request only. Requests may be made, by using the Association website.
4. Garbage must be placed in plastic bags, tied and, if placed inside the dumpster in the trash room.

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5. Large cardboard boxes must be broken down and stacked along the wall inside the trash room.

#### **RECOMMENDED COST-CUTTING ACTION BY ALL ASSOCIATION MEMBERS AND GUESTS**

- Check routinely for **water leaks** - Ensure your faucets are not dripping and toilets are not leaking/running.
- To avoid clogging drains and excessive plumbing charges, **DO NOT** put grease, personal hygiene items, paper, scouring pads... down the drains. **(Units determined to be the root cause of a back-up will be assessed the remedy costs.)**
- At the first of each month add boiling water mixed with Liquid Dawn Detergent down the kitchen sink drain and white vinegar and warm water down the air conditioner condensate line.  
**(To avoid blockages, floods and excessive plumbing costs)**

#### **RESIDENT INFRACTIONS**

1. The Board of Directors is not responsible to settle disputes between neighbors. However, the Board will receive and investigate legitimate, written reports of infractions of the Association's Rules and Regulations and other governing documents. All written reports of infractions must contain the name, address and telephone number of the person making the complaint. The Board of Directors will NOT investigate rumors or take sides on neighborhood disputes.
2. Residents who observe infractions of the rules should inform the BOD of the details and contact the management company.
3. Board members and the management company are responsible for notifying residents of regulations and any infractions thereof.
4. Residents willfully or not committing a violation shall be responsible for the review fees and legal notices (when applicable)

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- **NONE OF THESE RULES MAY BE ABRIDGED, CHANGED, CIRCUMVENTED OR IN ANY WAY IGNORED BY RESIDENTS, LEASEES, GUESTS, HEIRS OR ASSIGNS.**
  - **ANY RULES INFRACTION NOTIFICATIONS MUST BE MADE IN WRITING AND SIGNED BY THE PERSON REPORTING THE INFRACTION.**
  - **Failure to comply with the Rules and Regulations of the Mangrove Cay Condominium Association may result in suspension of facility use access, fines and/or any additional.**
  - **remedies identified within the Association By-Laws, Declarations and Covenants and those approved by the Florida State Statutes.**
  - **The failure or delay of the Association to act or to take any particular action in the case of a violation of the Rules and Regulations shall not be deemed to be a waiver.**

#### **Cumulative:**

These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or doubt as to whether a specific practice or activity is or is not permitted. All these rules and regulations shall apply to all Members and Occupants even if not specifically so stated in portions thereof. The Board of Directors of the Mangrove Cay Condominium Association shall be permitted (but not required) to grant relief to one or more Members or Occupants from specific rules and regulations upon written request therefore, and good cause shown in the sole opinion of the Board of Directors of the Mangrove Cay1 Condominium Association.

- **The foregoing Rule and Regulations are subject to amendment revisions and to the promulgation of further regulations in the manner provided by the governing Covenants of the Condominium Association. Script and/or clerical errors are subject to correction edit revisions.**

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- ▶ The Mangrove Cay Condominium Association Board of Directors Reserves the right to amend these rules and regulations from time to time as determined by the Board.
- ▶ Questions and/or Comments regarding management or other Unit owners shall be made in writing to the Condominium Association Property Manager or the BOD at mc1resident.2020@gmail.com

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UNIT NUMBER

I have read and received a copy of the Mangrove Cay Rules and Regulations. I understand that I and anyone living with me must follow the rules as established by the Condominium Association Board.

Owner/Tenant Print Name	Owner/Tenant Signature	Date
Owner/Tenant Print Name	Owner/Tenant Signature	Date

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