

# Midnight Cove Condominium Association, Inc.

c/o Progressive Community Management, Inc.  
3701 South Osprey Avenue, Sarasota, Florida 34239

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## APPLICATION FOR APPROVAL OF LEASE

The undersigned proposes to Lease Unit No. \_\_\_\_

to: \_\_\_\_\_, identified below, and the undersigned does hereby apply for approval of this lease, by the Midnight Cove Condominium Association, Inc., to which the following information is submitted.

\_\_\_\_\_ *Date*

\_\_\_\_\_ *Signature of Owner*

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### LESSEE'S S INFORMATION

Lessees' Full Name(s): \_\_\_\_\_

Present Address: \_\_\_\_\_

Lessee's Phone \_\_\_\_\_

Term of Lease: From: \_\_\_\_\_ To: \_\_\_\_\_

Vehicle \_\_\_\_\_ License \_\_\_\_\_ Leased \_\_\_\_\_

Name of Real Estate Company/Agent (if any): \_\_\_\_\_ Phone: \_\_\_\_\_

Other persons who will occupy Residence with you:

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Relationship: \_\_\_\_\_

OCCUPANCY LIMITS: 1 BEDROOM, 4 PERSONS, 2 BEDROOMS, 6 PERSONS

LEASEE HAS BEEN FURNISHED WITH A COPY OF THE RULES AND REGULATIONS FOR MIDNIGHT COVE CONDOMINIUM ASSOCIATION, INC. AND AGREES TO ABIDE BY THE PROVISIONS OF SAID DOCUMENTS

Signature of Applicant for Approval \_\_\_\_\_

Telephone Number \_\_\_\_\_

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Approved

Disapproved

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

Signature \_\_\_\_\_

# **MIDNIGHT COVE ASSOCIATION, INC.**

## **OWNER**

### **RULES AND REGULATIONS**

**Updated September 2020**

Midnight Cove has long been considered to be one of the prestige properties on Siesta Key. In order to maintain our prestige status and the value of our individual and collective investments, and to ensure that owners, renters and guests have a memorable and enjoyable experience at Midnight Cove, it is appropriate that we have some Rules and Regulations that we ask everyone to observe. THANK YOU for your cooperation.

#### **SECTION A REGISTRATION AND IDENTIFICATION**

##### **1. Categories and Definitions**

- OWNER: Owner and family of the Midnight Cove Unit.
- RENTER: Short-term or long-term occupant
- GUEST: Any person who is not the Unit Owner, a lessee, a short term renter who is renting in accordance with the rental program or a member of the Owner's or lessee's Family, who is physically present in or occupies the Unit (or uses the Condominium Property) on a temporary basis (not to exceed 180 days in any calendar year) at the invitation of the Owner or other legally permitted occupant.
- VISITOR: person visiting an owner or a renter and not occupying the unit

##### **2. MNC Condominium Registration of Vehicles and Parking Permits:**

- a) The Front Office must be notified of owners, renters, guests, visitors, and vendors prior to their arrival in order to provide them with beach and security services. This includes: the party's name, number in the party and dates to be on the property.
- b) All vehicles (owners, renters, guests, visitors and vendors) are required to be registered with the Office at time of arrival. Owners should also notify the Office when staying overnight so there can be an accurate occupancy list.
- c) All vehicles (owners, renters, guests, visitors and vendors) shall have a parking permit visible at all times while on Midnight Cove Property. A noncompliant vehicle shall be subject to towing at the owner's expense.
- d) Parking permits will be issued to owners as numbered permanent stickers with placement in the left rear windshield.
- e) Parking permits for renters, guests, visitors and vendors will be issued as paper permits to hang from the rearview mirror, facing forward. This may be obtained from the Front Office upon arrival, or if arriving after-hours by calling the after-hours number to reach Security to obtain the visitor's pass from the Security Officer.
- f) Registration forms will contain appropriate information to identify and contact guests or renters.
- g) An updated report listing the names of owners, guests, renters, and visitors is given to Beach Monitor and Security daily.

### **3. Owner Parking**

- a) Owners may use one guest spot for parking (when available) in addition to their designated covered parking spot.

### **4. Storage of Vehicles**

- a) Short term parking is defined as 2 weeks for an owner's car stored in an **uncovered spot**.
- b) A short-term parking permit will be issued with beginning and ending dates from the Front Office.
- c) In the case of storage of an owner's vehicle in their designated covered spot; owner's must provide a local individual who can be called for any stored vehicle issues/concerns. Midnight Cove employees are not permitted to assist with these issues during work hours.

***Any vehicle not in compliance with the above shall be subject to towing at the owner's expense.***

## **SECTION B GENERAL RULES AND REGULATIONS**

### **1. GENERAL**

- a) No person shall hang any item from windows, balconies, railings or facades of any building. This does not apply to the United States flag or flags of the Army, Navy, Air Force, Marine Corps and Coast Guard.
- b) County ordinance requires recycling. There are marked containers for paper and for glass, cans and plastics located throughout the property. Garbage shall be placed in sealed plastic bags in dumpsters provided.
- c) No person shall obstruct any part of the common elements (including sidewalks, entrances, passages, vestibules, stairways, corridors, elevators, and halls) nor use them for any purpose other than ingress or egress.
- d) Halls, elevators, stairways, walkways, driveways and parking lots, etc. shall not be used as play areas at any time.
- e) Midnight Cove Association Employees will do their best to be responsive to the needs and questions of owners, renters, and visitors. However, any requests for service should be directed to the proper supervisor.
- f) Grilling shall not be done in any area other than those designated: on the Gulf side – in front of the parking area just east of Building 4 and on the Bayside – Building 5, on the lawn near Building 9. Grilling is not permitted on patio decks, lanais, or balconies.
- g) Driveways and parking areas are not play areas. Bikes, rollerblades, and skateboards are prohibited in units, lobbies, hallways, passageways, sidewalks, swimming pool decks, and tennis courts. Bikes must be stored in designated bike racks, or car ports. The bike(s) must be within the confines of that unit's parking space and must not impact another unit's parking spot. Bikes may not be stored or parked in any way as to prevent safe egress of pedestrians.

- h) The smoke/fire alarms in units of buildings 4 and 9 are connected to a master alarm system. Do not test the alarm. If an alarm is inadvertently activated call 349-3004 during business hours, or 941-349-3770 after hours to request a reset of the system. If an alarm goes off in any other building, call 941-349-3770. There will be a charge if the Fire Department responds to a false alarm. In a true emergency call 911.
- i) Elevator telephones and fire alarms are for emergency use only. Anyone proven to have caused false alarm or having abused elevator telephones will be prosecuted

## **2. Maintenance, Alteration and Improvements, Owner Obligations**

Each Owner shall be obligated to maintain and keep in good order and repair his own unit.

- a) No alterations, extensive repair or replacement to Unit(s) may be made without written, prior Association Board of Directors approval. This shall be done through the use of a Unit Modification Form available at the Office. The Association Board of Directors may condition such approval on criteria for the peace and safety of the condominium and its residents and the aesthetics of the Condominium Property. Such criteria may be, but not limited to, the following:
- Preservation of uniformity of appearance;
  - Use of licensed and insured contractors;
  - Right (but not duty) of oversight by the Association or its agent;
  - The Unit Owner submitting plans as to the scope of the contemplated repair;
  - Restrictions as to hours of work;
  - Imposition of time limits in which jobs must be completed and prohibitions against major renovations during construction.
  - All contractors must comply with written guidelines established by the Association Board of Directors referenced to in the Contract Agreement which is part of the Unit Modification Form.

Unit Owners may not engage in "extensive" remodeling work or "heavy" construction activity, except with prior approval of the Association Board of Directors. "Extensive" remodeling and "heavy" construction shall include, but not be limited to, the following:

- Activities involving the use of power equipment such as jackhammers, drills, saws, and the like which create substantial noise as determined by the Association Board of Directors.
- Activities resulting in the creation of substantial noise that can be heard outside of the unit, regardless of whether power equipment is used or not, as determined by the Association Board of Directors.
- Activities rendering the unit uninhabitable during the performance of the work.

- Activities requiring the storage of materials or equipment on the premises outside of the unit.
- Activities involving the presence of work crews or significant numbers of workers, as determined by the Board.
- Activities requiring the use of scaffolding, booms, or other forms of exterior access.

**b) Unit Floor Coverings**

Written approval of the Association Board of Directors shall be obtained prior to commencement of any unit work for hard floor covering. A Unit Modification Form (available at the Office) must be completed and presented to the Association Board of Directors for their approval; such approval will be conditioned upon the Unit Owner's proof of the installation of appropriate sound-deadening material used for the hard-floor surface. Minimum sound proofing must achieve STC and IIC ratings of at least 47 in bathrooms and 52 in all other areas as the Board may specify. Any hard flooring installation not meeting the sound proofing specifications and done without written prior Association Board of Directors approval must be removed at Unit Owner's expense.

**c) Condition of Unit**

1. A Unit Owner (i.e., Owner, his family member(s), tenant/lessees, guests/visitors) is responsible for any actions that cause the Condominium Property, or unit damage or malfunction within another unit. The Unit Owner shall be responsible for all costs or replacements not paid by insurance, inclusive of deductibles. The latter shall be based on applicable law and the Unit Owner being adequately insured based on local standards and conditions, as stated in the Documents.
2. A Unit Owner is responsible to provide the insurance to cover necessary repairs. The Association reserves the right to take reasonable action to mitigate damage or prevent its spread with prior notice to Owner at Owner's expense. The Association may but is not obligated to; repair the damage without the prior consent of the Owner in the event of an emergency; and the Owner shall be responsible for reimbursement to the Association, with the cost being secured by a lien for charges.
3. All Owners must have someone check their unit(s) regularly when the unit is unoccupied.
  - a. It is recommended that Unit Owners shut off all water valves when the Unit will be unoccupied for more than seven (7) days.
  - b. Leaking faucets and running toilets must be repaired.
  - c. Test plumbing shut-off valves at least every six (6) months to ensure they are working and not corroded.
  - d. Water heaters do not last long in Florida. Consider replacement at least every (8) years. Do not wait for a failure.
4. Owners having work done in their unit during their absence must notify the management in advance. The Rental Office shall not give a key to any unit to anyone without notice and authorization from Owner.

5. No condominium parcel or unit shall be divided or sub-divided or severed from the Association.
6. The exterior of any unit and all areas appurtenant to a unit shall not be painted, decorated
7. No terrace or balcony shall be decorated, enclosed or covered by any awning, or wise altered, unless authorized by the Association Board of Directors and approved by all homeowners in the building.
8. No exterior plantings shall be done by Owner(s) without prior approval of the Association Board of Directors.
9. No exterior storage units will be allowed without Association Board of Directors approval.
10. Nothing shall be done or kept in any unit or in the common elements which will increase the rate of insurance of any of the buildings or contents thereof or result in the cancellation of insurance or be in violation of any law(s).

### **3. Mold and Mildew Owner Responsibility**

The Unit Owner should take positive steps to reduce and/or eliminate the occurrence of mold growth in and around the Unit and thereby minimize the possibility of adverse effects that may be caused by mold. The following suggestions have been compiled from the recommendations of the U.S. Environmental Protection Agency, the Consumer Product Safety commission, the American Lung Association, and the National Association of Homebuilders, among others but they are not meant to be all-inclusive.

- a) Before bringing items into the Unit, check for signs of mold. Potted plants (roots and soil), furnishings, stored clothing and bedding material as well as many other household goods could already contain mold which can then be spread to other areas of the Unit.
- b) Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating or preventing mold growth.
- c) Keep the humidity in the Unit low. Ventilate kitchens and bathrooms by opening the windows, by using exhaust fans, and/or by running air conditioning equipment to remove excess moisture in the air and to facilitate evaporation of water from wet surfaces.
- d) Raise the temperature in areas where moisture condenses on surfaces, and open doors between rooms to increase air circulation in the Unit including doors to closets.
- e) Have major appliances (e.g. furnaces, heat pumps, central air conditioners, ventilation systems, and humidifiers) inspected, cleaned and serviced regularly by a qualified professional.
- f) Clean and dry refrigerator, air-conditioner and dehumidifier drip pans and filters regularly. Make certain that refrigerator and freezer doors seal properly.

- g) Inspect for condensation and leaks in and around the Unit on a regular basis. Look for discoloration or wet spots. Take notice of musty odors and any visible signs of mold.
- h) Fix leaky plumbing and leaks in the exterior and interior surfaces of the Unit and all other sources of moisture problems immediately.
- i) Promptly clean up spills, condensation and other sources of moisture. Thoroughly dry wet surfaces and materials. Do not let water pool or stand in the Unit. Promptly replace materials that cannot be thoroughly dried such as drywall or insulation.
- j) Do not let water pool or stand. If standing or excessive water is found, remove or seek professional help to remove it.
- k) Perform routine visual inspections. Respond promptly upon seeing signs of moisture or mold. Thoroughly clean the affected area with a mild solution of bleach after first testing to determine if the affected material or surface is color safe. After cleaning, dry the affected surfaces completely. Porous materials such as fabric, upholstery or carpet should be discarded.
- l) Should the mold growth be severe, qualified, trained professionals may be needed to assist in the removal effort.
- m) Regularly maintain the Unit. For example, regularly caulk the windows, faucets, drains tub and showers.

#### **4. Administration and Management of Condominium**

The Association, its management or its agents, reserve the right to enter any unit in case of emergency; i.e., fire, flooding, flood-buster alarms, power failure, pest control, fire extinguisher testing, etc. at any reasonable time for the purposes of necessary maintenance, inspection, repair, or replacement of equipment within the unit or to determine compliance with the Condominium Act, By-Laws, or Rules and Regulations of the Association. This includes entry to determine occupancy and to verify noise and disturbance complaints. Owners whose locks have been changed must provide a key to the Office.

#### **5. Clubhouse**

The Community Clubhouse is for the use of Owners and their guests.

- a. Reservations for Owner group parties or meetings shall be made with the Midnight Cove Realty Rental Office. \$250 damage and cleaning deposit will be made when the room is reserved. The deposit is refundable if there is no damage or no excessive cleaning required.
- b. If the Clubhouse is available and there are no meetings being held, the Clubhouse is available for casual get-togethers during 8-5 business hours.

## **6. Insurance**

Unit Owners are required to purchase and maintain adequate insurance coverage. Unit Owners are required to carry basic liability and hazard insurance that supplements Condominium Association insurance coverage.

## **7. Use Restrictions**

- a) No person shall post any advertisement, poster, or sign of any kind unless authorized by the Association Board of Directors.
- b) No person shall make or permit any noises that will disturb or annoy the occupants of any unit, nor do or permit anything to be done which will interfere with the rights, comfort, or convenience of other persons, including the conducting of vocal or instrumental instruction in any unit or use any unit for the conducting of business requiring business clients to access the property. A quiet time shall be observed beginning at 10PM each day.
- c) All units must have an adult (age 26 or older) in residence when the unit is occupied.
- d) The maximum number of occupants per unit shall be:
  - 2 bedroom – 6 persons
  - 3 bedroom – 6 persons
  - 4 bedroom – 8 persons
- d) Owners are allowed to exceed maximum occupancy limits to accommodate their families for short durations, not to exceed 30 days.

## **SECTION C BOARD OF DIRECTOR APPROVAL OF NEW OWNERS**

Owners intending to sell their unit are to notify the Association Board of Directors in writing of such intent. (Board approval of intended new owner(s) is required prior to closing.) A form is available in the office for prospective buyers to complete.

## **SECTION D LEASING**

This section pertains to those Owners renting their unit(s) in a long-term lease. A long-term lease is defined as six (6) months or greater.

### **a) Application and Approval Process**

Unit Owners who wish to Lease their Unit for a period of six (6) months or longer must first notify the Association Board of Directors and provide the Board with a copy of the proposed Lease (and any other documentation or information that the Board may reasonably require) showing the names(s) of the proposed lessee (tenant) as well as all proposed occupants. (Accompanying this Lease documentation, the potential lessee must provide application for Board approval of said lease.) Any person occupying the Unit after initial approval is subject to a separate application process. Regardless of the Lease duration, no individual rooms may be rented, and no transient tenants may be accommodated. "Rent-sharing" and subleasing is prohibited. Leases may be renewed, subject to Board approval.



**b) No Lease will be approved, and no Lease may continue where:**

1. The person seeking approval (which shall hereinafter include all tenants and proposed occupants) has been convicted of a crime involving violence to persons, a crime demonstrating dishonesty, moral turpitude or crimes of sexual nature or any felony.
2. The person seeking approval has failed to provide the information, fees or appearances required to process the application in a timely manner;
3. Assessments, fines and other Charges against the Unit and/or Unit Owner have not been paid in full.
4. Lessees are allowed a maximum of two vehicles per unit.

The Board may require an interview of any proposed tenant and their spouse, if any, and all proposed occupants of a Unit, as a condition for approval.

## **SECTION E RENTAL OF UNITS**

This section pertains to short term rentals. Short term rentals are defined as any rental less than 180 days and these policies apply to all short-term rentals regardless of source of rental.

### **Rental Agreement and Rental Policies**

1. The rules in this section as well as all Rules and Regulations are applicable to owners, guests, renters and visitors regardless of whether a unit is rented through the Midnight Cove Realty Rental Office, an outside third-party broker, or directly by the owner.
2. Owners may rent their unit(s) only for those periods fixed by the Association Board of Directors. This applies to any short-term rental of a unit in Midnight Cove, regardless if they participate in the rental program with Midnight Cove Realty. A minimum rental period of one week is required – with the exception of March. During this month there is a two (2) week minimum requirement. The Board has the authority to adjust rental minimums for all rentals regardless of source.
3. All renters shall be properly registered with the Rental Office.
4. The person renting a unit must be at least 26 years of age. This individual is responsible for the conduct of all occupants and must be 'in residence' for the duration of the rental period.
5. The maximum number of occupants per unit shall be:
  - 2 bedrooms – 6 persons
  - 3 bedroom – 6 persons
  - 4 bedrooms – 8 persons
6. The owner or lesser is financially responsible for any damage caused to the common elements by his renters, guests or visitors. Upon notification by the Association Board of Directors and Realty Board of Directors, a special

assessment will be levied to those owners to repair such damage to the common elements.

7. Renters, guests, visitors, etc. of any unit not complying with the Rules and Regulations of the Association shall be asked to vacate the premises upon notification by the Association Board of Directors through Management.
8. Owners may place additional reasonable restrictions on their units by notifying the Rental Office in writing.
9. The Association management and its agents are not responsible for damage or loss to the interior of any unit caused by renters, guests or visitors.
10. Renters may not have pets in the unit(s) or on the premises. Those found in violation may lose their rental time and monies.
11. Renters are allowed a maximum of two vehicles per unit on property. Renters are not allowed to park RVs, boat trailers, boats, trailers, campers or similar vehicles in Midnight Cove parking lots or carports.
12. A signed rental agreement must be completed for all rentals within the Voluntary Rental Program. This rental agreement is entered between MIDNIGHT COVE REALTY, INC. (hereinafter referred to as "AGENT" and the undersigned renters (hereinafter referred to as "RENTER(S)"). All owners in the Voluntary Rental Program and renters must abide by the terms of this agreement.

## **SECTION F**

### **PARKING**

1. Guests and Renters shall park in designated carports assigned to the unit or guest parking areas. Proper identification must be displayed on rear view mirror where it can be seen at all times.
2. Owners may reserve their space for immediate family, renters, guests or visitors during occupation of their unit.
3. Renters are prohibited from parking commercial vehicles, trailers, campers, motor homes, R.V.'s, boats or boat trailers on Midnight Cove property. Owners are allowed 24 hours for loading and unloading purposes of said vehicles. Owners, however, are allowed to park a small motor home within the confines of their designated carport or within the lines of a parking space during their stay.
4. Parked vehicles of any kind may not be used as living quarters.
5. All vehicles on the premises must be in operable condition. The repair of vehicles on premises is prohibited. If an Owner stores a vehicle outside of the carport for short term purposes (two (2) weeks), they must leave a key to that vehicle with the Association Office.

6. Parking on driveways, lawn areas or posted 'No Parking' areas are prohibited at any time. Violator's vehicles will be towed away at their own expense.
7. All vehicles must be parked within the designated parking lines and must not take up more than one parking space. Fire and emergency vehicles must have free access.
8. Car washing is permitted only at two designated areas: on the Gulf side by the tennis courts and on the Bayside by the barbecue grills.

## **SECTION G CHILDREN**

1. Occupants shall be held responsible for the conduct of children occupying their unit(s) and their observation of these Rules and Regulations.
2. Children under the age of 16 must be supervised at all times by an adult over the age of 26.
3. Children are not permitted to congregate or play in the common areas of the buildings, Community Clubhouse, corridors, stairways or elevators, not to use them as play areas, not to participate in noisy or boisterous activities or any behavior that is a nuisance to other occupants.
4. Halls, elevators, stairways, walkways, driveways and parking lots, etc. shall not be used as play areas at any time.
5. A curfew shall be observed after 10:00 p.m. in the common areas for all children (under age 16) except for entering or leaving their unit(s) with an adult of 26 years or older.
6. Special regulations applying to children are contained in other sections; i.e., pools.
7. Elevators are for transportation only. Children are not to play in or around elevators, nor tamper with the controls.
8. Elevator telephones and fire alarms are for emergency use only. Anyone proven to have caused false alarm or having abused elevator telephones will be prosecuted.

## **SECTION H SWIMMING POOLS**

Use of swimming pools shall be subject to Rules posted and is at the risk of each person using the same, including:

1. Pool hours: 8:00 a.m. to 10:00 p.m. There is no lifeguard on duty at any time.
2. All children under 16 years of age in and around the pool areas must be accompanied by a responsible adult over the age of 26.
3. Infants, still wearing diapers, must wear a 'swim' diaper.
4. No large toys, floats, rafts nor any other devices or objects are permitted in the pools at any time. Life preserving equipment attached to the swimmer is permitted. Small child floats and noodles are permitted. Toys and floats for small children are permitted as long as a responsible adult is present at the pool, supervising pool activity

and there is no rough housing. Pool exercise apparatus for prior, approved authorized activities is an exception.

5. No glass or pets are permitted on the pool deck or in the vicinity of the pools.
6. No food or drink is permitted within 4 feet of pool.
7. Removal of pool furniture from the pool deck(s) is prohibited at any time.
8. Pool chairs cannot be reserved in advance in any manner.
9. Proper bathing attire should be worn.
10. Unnecessary noise or boisterous behavior is not permitted in the pool areas, including running, pushing, wrestling, playing, skateboards, roller blades, bicycles, or any other objectionable conduct. Management may deny the use of the pool(s) to anyone at any time for cause.
11. No audible playing of radios is permitted at pool areas; headphones are required.
12. Do not drape towels over pool fences.
13. Stay Off Rope. No hanging, sitting or pulling on the pool rope.
14. The pool areas are **"No Smoking"**.

## **SECTION I TENNIS COURTS**

1. The tennis courts are for use of owners, guests, renters, invitees playing with occupants.
2. Players are to register at the Rental Office prior to play. Reservations may not be made more than 24 hours in advance. Sign-up sheets are posted outside of the Rental Office.
3. Play is limited to one hour for singles and doubles. Further play will be permitted if courts are unreserved or unoccupied.
4. Courts not claimed within ten minutes of starting time will be forfeited.
5. Proper tennis attire, including tennis shoes, is required at all times on the courts.
6. No food, glass beverages, toys or chairs on the courts.

## **SECTION J BARBECUE AREAS**

1. Barbecue areas are maintained for the use of owners, renters, and their guests. The Barbecue areas are: on the Gulf side – in front of the parking area just east of Building 4, and on the Bayside – opposite Building 5 near the carports, and on the lawn between Buildings 8 & 9.
2. Users should leave the areas in a clean and orderly condition for the next user. All leftover refuse must be placed in common trash receptacles.

3. Please clean grill surface after using.
4. Barbecue areas may be used as "Smoking Areas".

## **SECTION K OUR BEACH**

### **1. Beach chairs:**

- May not be reserved.
- These are a courtesy and are furnished for Midnight Cove Owners and registered guests only.
- Should not be placed in the surf. Chairs used near the water should be returned east of the posted signs.
- Short walks are acceptable while towels are on chairs. Please advise the Beach Monitor when going for a walk, as the Beach Monitor is instructed to remove towels from chairs that are vacant for 30 minutes during high volume time periods. Do not leave valuables unattended.

### **2. Umbrellas:**

- These are a courtesy and are furnished for Midnight Cove Owners and registered guests only.
- Umbrellas will be put up and/or taken down due to winds at the discretion of the Beach Monitor.
- Umbrellas are collected daily at 4:30 p.m. Please be aware of that time frame when planning your day.

### **3. Trash:**

- Please clean your area of trash, bottles (no glass), cans, or other refuse. Trash cans are located in the beach area.

### **4. Sarasota County Beach Ordinances and Midnight Cove's Private Beach Rules – PROHIBIT:**

- Glass containers of any kind
- Dogs
- Grilling/Fires
- Fireworks
- Smoking

### **5. Turtle Nesting Season – May 1 thru October 31:**

- Do fill in holes on the beach
- Do observe from a distance
- Do use a red-filtered light to see at night
- Do report a dead or injured turtle to Mote Marine's Stranding Program at (941) 988-0212
- Do not use fireworks on the beach

**6. Beach Tent/Canopy Regulations.** A beach tent/or canopy is a structure with a roof and supporting poles.

- a. During heavy volume periods, there will be a beach tent/canopy-free zone in the middle of our beach property. Beach tents and canopies may only be placed in the back row on the far south and north sides of our beach property with only chairs and umbrellas in the middle tent/canopy-free zone. The split lines will be indicated by green and white Midnight Cove flags. Heavy volume periods are typically during Spring Break and the months of June and July. This will be determined and enforced by the Beach Monitor.
- b. Beach tents or canopies that are left out after sunset during Turtle Season will be removed by Midnight Cove staff to avoid fines to our property. Tents will not be secured.

## **SECTION L PETS**

Only Owner(s) pets may be kept in the units, subject to Section 15.6 of the Declaration of Condominium and the following:

1. Only Owners are allowed to have pets in their unit or on premises.
2. Renters are not allowed to have a pet or pets in a rental unit or on premises at any time. Exceptions will be made for service dogs with proper certification. -Violation of the rule may result in loss of rental unit and the rental monies.
3. Pets are not permitted to walk unleashed on the condominium property. Owners are responsible for the prompt removal of litter from all areas.
4. Pets are not permitted in the pool areas at any time.
5. Pets are not to be tied and left unattended in the common areas.
6. The Association Board of Directors may require an owner to remove any pet if found to be vicious, a nuisance, or otherwise objectionable.
7. Sarasota County ordinance prohibits pets on the beach at any time.
8. Owners are limited to a maximum of two (2) pets.

## **SECTION M MARINA**

1. An Owner possessing a lease agreement may permit the use of their dock space to immediate family, visitors, renters, or guests in residence. Owners, renters and guests are permitted to use the boardwalk which is a common element of the property.
2. Docks may be rented through the Midnight Cove Realty Rental Office. Dock rentals or usage are available only to Midnight Cove Unit Owners and renters. The boat dock rental cannot extend beyond the condo rental dates. Fees are: \$100/week and \$300/month. The fees will be distributed as follows: 15% to Realty, 20% to dock maintenance fund and the balance to lease holder.

3. Renters may arrange for temporary docking of boat, subject to the Rules and Regulations. This would be handled through the rental office with a fee to be paid in advance.
4. Persons not having an exclusive right and license to lease a boat docking space shall not use the boat docking spaces or boat mooring facilities. These are limited common elements reserved for the exclusive use of those licenses who have executed a lease agreement.
5. Each docking space shall be used only for the mooring and the permanent dockage for the one boat related thereto. A boat may not extend more than three feet into the harbor beyond a vertical dock. The maximum length of any boat to be docked in the marina is 30 feet.
6. No live-aboard, over-night accommodations, or storage is permitted on any boat in any dockage space.
7. Only minor repairs are permitted on any boat in any dockage space.
8. No one shall launch or take their boat from the water, nor construct or make use of davits or other mechanism to raise or lower the boat out of or into the water. Kayaks, and small boats under 12' are permitted to be launched or retrieved from the area immediately in front of the pool. Containment or jet-dock floats are permitted with prior approval of the Dock Committee.
9. Electrical outlets and water spigots are reserved for the exclusive use of those owners having signed an assignment agreement. There will be a \$45 prorated monthly charge to a boat owner if running air conditioning or a generator.
10. No one shall erect, alter, or maintain any structural improvement, reflector, sign, placard, or poster whatsoever on or within the boat dock space or common element mooring facilities without the consent of the Association Board of Directors. A dock box may be approved if it meets certain specifications, has prior approval of the Dock Committee and is installed consistent with Maintenance Department guidelines.
11. No laundry garments or any unsightly objects shall be visible outside the boat. Boat owners must keep docks free of lines, bumpers, hoses, etc. Ground maintenance may discard items that are left unattended.
12. No one shall discharge from the boat or boat mooring facilities any rubbish, refuse, garbage or human wastes into the lagoon, nor permit the accumulation of any rubbish, refuse or garbage within the boat or boat docking space or common element boat mooring facilities or within the lagoon. No Owner having an exclusive right and license to use a boat docking space shall permit any use of their space or make use of any common elements that would increase the cost of insurance upon the condominium property or cause or promote any fire hazard.
13. No one shall enter upon the island within the lagoon or throw upon or discharge upon the island any debris, trash, refuse, garbage or any other unsightly matter.
14. Boat owners are responsible for damage caused by their boat's wake.
15. Boats shall operate only with factory installed equipment to baffle and/or reduce engine exhaust noise.

16. No smoking is permitted in the area of the docking facilities.
17. Anchoring or mooring in the lagoon is prohibited.
18. The sale, lease or sublease, assignment or transfer of a docking space shall be subject to the provisions of the Declaration of Condominium.
19. The channel is a 'no-wake' zone.
20. No children under the age of 16 are permitted on the docks without the supervision of an adult.
21. Docks should be power washed and sealed every three (3) years – no painting.
22. An annual dock owner's fee of \$150.00 will be implemented effective January 1, 2013.

#### **SECTION N INFRACTIONS AND PENALTIES**

1. The Board of Directors and the Manager are authorized to enforce these Rules and Regulations. (The Board President may designate another Staff member to enforce certain Rules and Regulations.) Hopefully, disciplinary action for violations will not be necessary, but the following sanctions may be imposed:
  - a. Any infractions or violation may subject the unit owner or occupant to a penalty. If after written notice by the Board of Directors and/or Management to cease and desist from the infraction or violation. The Owner or occupant will be subject to a penalty.
  - b. Any such penalties will be levied only after due consideration of the Board of Directors, and only after an attempt has been made to assure compliance from the owner or occupants. The Board of Directors reserves the right to modify or waive any such penalty upon the violator making proper amends and undertaking to conform in the future to the Declaration, Articles of Incorporation, By-Laws or Rules and Regulations.

#### **SECTION O AMENDMENTS**

These Rules and Regulations are subject to amendment and the Board of Directors reserves the right to revise and/or amend these rules from time to time as deemed necessary as long as such amendments do not contravene the Declaration, The ByLaws, or the Florida Condominium Act.

All previous Rules and Regulations other than those contained in the Declaration Condominium or By-Laws are hereby cancelled.