

MOSS PLACE HOMEOWNERS' ASSOCIATION, INC, RULES AND REGULATIONS January 8, 2024

All unit owners, in addition to any other obligation, duty, right and limitation imposed upon them by the Articles of Incorporation, Covenant to Comply, Declaration of Covenants, Conditions & Restrictions (the "Declaration") and the By-Laws, shall be subject to, and agree to abide by the following Rules and Regulations which shall apply to all unit owners, their families, guests, invitees, tenants and lessees.

Failure of an owner, their families, guests, invitees, tenants, and lessees to abide by the By-Laws, Declaration, and these Rules and Regulations, will result in the Association taking actions against those persons, including, but not limited to the imposition of fines or fees.

The categorizing of the Rules and Regulations are:

1. Common Areas
2. Curb Appeals, Yards, Declarations & Outside Items
3. Vehicles & Parking
4. Trash & Recycling
5. Leasing & Renting
6. Pets
7. General Provisions
8. Local Laws Recognition
9. Fines & Fees

1. Common Areas:

Nothing shall be kept or stored on any part of the common area without the prior approval of the Board of Directors. This prohibition includes, but is not limited to the placement of benches, fences, signs, bicycles, swings, trampolines, and barbecue grills. Likewise, no common area may be altered without the prior approval of the Association. Finally, no common area shall be littered, defaced or misused. Note: Architectural approval applications are available from Paine-Anderson Properties Inc, (Management) (407-695-7898).

2. Curb Appeal, Yards, Decorations & Outside Items:

No clothes, sheets, blankets or other articles are permitted to be displayed on any part of the property. Proper window treatment must be used at all times. Curtains, drapes or blinds must be installed within 30 days of occupancy.

Except as otherwise permitted by the Association, no sign may be displayed or placed upon any unit, except that a single For Rent or For Sale sign not to exceed three square feet in size may be displayed and provided that the sign refers only to the premises on which it is displayed. No signs will be placed near the entrance of the community.

No bird baths, pools, or any receptacle or ornament that allows water to accumulate in it shall be allowed.

The homeowner will be responsible for maintaining the “garden bed” in front of each unit. The garden bed is approximately five feet in width and is the responsibility of the unit owner. It shall be free from an abundance of weeds, grass or any other bothersome plants. Any violation of maintaining said garden bed may result in a fine or fee associated with Moss Place overseeing its care and custody.

Nothing shall be done or kept in any lot or common area or any part thereof which would potentially increase the rate and cost of insurance for the association. This includes, but is not limited to, benches, furniture, grills, sheds, swings, trampolines or any other item that would be a potential liability to increase the rate and cost of insurance for the association.

Christmas/Hanukah/Holiday decorations will be allowed between November 15 and January 15 only. Other holiday decorations will be allowed 10 days before the holiday and must come down 10 days after the holiday.

No radio or television antenna or dish shall be installed, placed or maintained upon any lot or common area.

No additional items shall be “added” onto the exterior of any building. This includes the addition of surveillance cameras, lights or any other fixture. This does not prohibit the installation of doorbell style cameras.

3. Vehicles & Parking:

The speed limit for all vehicles within the Moss Place community is 10 MPH. Screeching of tires and purposely revving of engines is prohibited.

Two parking spaces shall be provided per unit. All residents' vehicles must be parked in their assigned spaces. There shall be no parking in front of garbage cans or the mailboxes, or in other owners' parking spaces without permission of those other owners. No vehicle parked shall impede another homeowner from properly accessing their unit or designated parking space.

No construction vehicles, commercial vehicles, boats, campers, dual wheel vehicles, buses, trailers of any kind or larger or any unregistered vehicles shall be permitted to be parked on Moss Place property. All vehicles must fit into the parking space provided.

All vehicles must be in running condition with valid license plates. All vehicle tags should be current and not expired.

No major repair work shall be performed on any vehicles in the parking area except in emergency situations (i.e. flat tire, an emergency start-up, etc.).

Owners and/or tenants must remove their vehicle upon request of Management for any repairs, including but not limited to, cleaning sidewalks, resurfacing, pressure washing, repaving or any other maintenance or repairs to the street or parking areas.

Failure of an owner, their families, guests, invitees, tenants, and lessees to abide by the By-Laws, Declaration and these Rules and Regulations as Amended, will result in the Association taking actions against those persons, including, but not limited to the imposition of fines and the towing of vehicles as permitted by Florida Statutes.

4. Trash & Recycling:

No trash, garbage, rubbish, debris, waste material or other refuse shall be allowed to accumulate or remain on any lot or common area.

The trash pick-up area shall be across the street from the homes, on the south side of the property upon the curb and grassy area. Trash cans shall not be placed in the street or prohibit the safe flow of traffic.

Trash and debris should be placed in the green trash bin provided by the appropriate waste management company. If a garbage bin is damaged or in need of replacement, the homeowner must contact the appropriate waste management company. Information regarding the waste management company can be obtained through the City of Winter Springs.

Trash pick-up days are scheduled for Mondays and Thursdays. Heavier items may be picked up on Thursdays. If they are not picked up, the homeowner is required to contact the waste management company and scheduled a pick-up. Garbage cans shall be placed down by the trash pick-up area no

earlier than the day before pick-up is scheduled. The trash cans shall be picked-up and returned to the rear of the unit no later than 24 hours after the trash is picked-up.

All recycling is picked-up on Thursdays. Recycling is picked up in a green recycle bin. Recycling should be placed outside the night before and brought back to the rear of the unit within 24 hours of pick-up. If a bin is needed, the City of Winter Springs can be contacted in order to receive a recycle bin.

Yard waste is picked-up on Wednesdays. Yard waste should be placed out to the curb the day or night before.

The Association will take actions against those persons who violate the above restrictions and/or dump any items not permitted in the trash pick-up area, leave their garbage or debris in common areas or not within the garbage bin, not return the garbage bin to the rear of the unit within reasonable time or leave the garbage bin out on the curb for any prolonged period of time. Violations of this section will include, but not limited to, the imposition of fines or fees.

5. Leasing & Renting:

Owners who lease or rent a unit shall be subject to the following:

- A. Owner and lessees shall be required to complete a Lease Application form, as amended by the Board of Directors from time to time, and return said Lease Application to Management within ten days prior to occupancy. The application must be presented to Management together with an application fee in the sum of One Hundred and Fifty (\$150.00) Dollars.
- B. Lessees shall be subject to a criminal background check. If a lessee is not approved they shall not take possession of the home.
- C. Owners are responsible for ensuring that their prospective lessees have a copy of the Rules and Regulations before the Application form is returned to Management.
- D. Owners are responsible for any damages caused by their lessees/tenants in violation of the rules and regulations.

In addition to other enforcement tools, owners will be subject to a fine if their lessee/tenants are in violation of the Rules and Regulations. The fine will continue monthly until the violation of the Rules and Regulations ceases.

A leased unit shall be inhabited only by an approved lessee, no sub-leasing is permitted or individual room rental.

Rooms within a home may not be individually rented. Said rental of individual rooms is in violation of Seminole County Ordinance.

If city, state or other governmental law enforcement agencies are called to Moss Place more than three times because of the behavior of owner, guest, tenant or lessee for any reason, other than

being the victim of a crime or illness, the Association, at its discretion, shall have the right to ask owner to remove the lessee, tenant or guest from the property at owner's expense. If the owner fails, neglects refuses to remove the lessee, tenant or guest, the Association may proceed with the legal remedy to remove the lessee, tenant or guest at owner's expense.

Unit owners may not lease their units more than twice within a twelve-month period.

6. Pets:

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot or common area, with the exception of domestic dogs, cats and other household pets. Pets will not be kept, bred or maintained for any commercial purposes.

There shall be no more than two pets per unit.

Owners must pick-up the excrement of their pets. Seminole County Codes Chapter 20 Section 20.18 states: "An animal owner shall promptly remove, and dispose of, in a sanitary manner, feces deposited by the animal on private property unless otherwise authorized by the property owner / public property, which includes but is not limited to, sidewalks, easements, and recreation areas."

The following dog breeds that have been classified as dangerous breeds, including but not limited to, Akitas, Chows, Dobermans, German Shepherds, Pit Bulls, Presa Canario, Rottweilers, American Staffordshire Terriers, Wolf Hybrids, American Bull Dog, Beauceron, Caucasian Mountain Dog, Keeshond or a mix of any of these breeds, are not permitted on Moss Place property. Exceptions only if residents have a letter from a qualified physician and a \$500,000 insurance policy with the Homeowners Association as named certificate holder.

All pets MUST be on leashes at all times in the community. Owners must notify Management immediately if their dog has been declared vicious or dangerous, or if the dog has a history of chasing, biting attacking or threatening anyone. If any owner allows such a dog to behave badly or threaten people or other pets within the community, the Association may take steps to have the appropriate governmental agency or court remove the dog from the premises. If there is an imminent danger to the community, animal control or the police will be called immediately.

7. General Provisions:

Cooking on barbecue grills or other devices shall be confined to the rear of the unit.

Owners shall promptly report to the Association any defects or needs for repairs for any portion of the building the Association is responsible for maintaining. In the event that the need for maintenance or repair is caused by the willful or negligent act of any owner or any member of the owner's family or household, or any owner's guest, invitee, lessee or tenants, then the cost of such maintenance or repairs shall be added to and become a part of the assessment against the owner's lot.

No noxious, destructive or offensive activity shall be permitted on any lot or in the common area or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other owner or to any other person at any time lawfully residing on the Properties.

Damage to any building, any common area or equipment caused by any owner, their tenants, lessees or guests will be repaired at the expense of the owner.

If a unit owner, their guest, lessees or tenants are in violation of the terms and provisions set forth in the foregoing restrictions and after notification by the Board of Directors or Management, continues to violate such restrictions, the unit owner must pay for all costs including legal fees of any legal proceedings brought to enforce the violated restriction.

8. Local Laws Recognition

In addition to the Moss Place Rules and Regulations, owners and occupants must abide by city and county ordinances. Violations of city or county ordinances will also be regarded as violations of Moss Place Rules and Regulations.

No resident shall make noise in violation of the City of Winter Springs/Seminole County noise ordinance nor shall anything be done which may be or may become an annoyance or nuisance to any other owner or to another person at any time lawfully residing on the property.

9. Fines & Fees:

Violation of the above rules, By-Laws, covenants, city or county ordinances may result in fines or fees in compliance with Florida Statute 720.305.

Any fines or fees not paid within sixty days will be subject to the Associations attorneys for further legal action.

By signing below, I declare that I have read the above completely and that I agree to abide by the Moss Place Homeowners, INC. Rules, Regulations and Use Restrictions.

Owner/Tenant

Date

Association Representative

Unit Number

