

FirstService Residential Management
1904 Clubhouse Drive
Sun City Center, FL 33573
(813) 642-8990 Fax: (813) 642-8790

Board Approval _____

LEASE APPLICATION
MUST BE SUBMITTED 10 DAYS PRIOR TO COMMENCEMENT OF LEASE

ASSOCIATION: _____ UNIT # _____

UNIT ADDRESS: _____

TERM OF LEASE: FROM: _____ TO: _____

AGENT OR BROKER: _____ AGENT'S PHONE NO. _____

LESSORS (Owners): _____

ADDRESS: _____

HOME PHONE: _____ OTHER _____

LESSEES (Renters): _____

PERMANENT
ADDRESS: _____

HOME PHONE: _____ OTHER _____

EMERGENCY CONTACT: (Name, Relationship, City, State, Phone) _____

Upon signing this Lease Application, I (we) signify that all parties to the lease understand and agree to the following:

1. Application Fee as required by Association Documents, payable to the Association.
2. Registration Fee of \$50 as required by the Federation Documents, payable to The Federation of Kings Point. *(Effective July 1, 2012)*
3. One of the Lessees is at least 55 years of age. (Photocopy of Driver's License, Passport or other legal document showing birthday and photo, attached for each occupant.)
4. Appropriate Lease Addendum specific to the Association must be signed, notarized and attached.
5. Pet Agreement and pet deposit or Service Animal Request, when applicable. (Pets are only permitted in some associations)
6. Each lessee and any other invitee is subject to the rules and regulations, as a Unit Owner, and posted and/or specified in the Declaration of Condominium of this Association and in the Amendments thereto.
 - a. While residing at Kings Point, no persons under the age of 18 will be permitted to visit for a period exceeding 30 days, in any calendar year, in accordance with Article XIII.
 - b. Term of Lease must be 30 days or more, in accordance with Article XI.
 - i. All lessees are equally and severally parties to this Lease Agreement.
 - ii. Sub-leasing if permitted is subject to the same terms and conditions as the original lease.
 - iii. All leases less than 6 months are subject to Sales & Tourist Development Tax, which is the sole responsibility of the unit owner or owner's agent.
7. **Realtors signing on behalf of unit owner must furnish a copy of their authorization to manage the property.
8. Lessee acknowledges Kings Point West is a Senior Safety Zone, as defined by Hillsborough County Ordinance Number 07-12 (effec.08/08).
9. I would like my name and phone number published in the directory. _____ NO
10. Are you an Active Service Member as defined in s. [250.01, Florida Statutes](#). _____ YES _____ NO

OWNER'S OR **AGENT'S SIGNATURE(s)

LESSEE'S (Renters) SIGNATURES(s)

_____ Date: _____ Date: _____

_____ Date: _____ Date: _____

The following is for completion by FirstService Residential Management only

Received by: _____ Date Rec'd: _____ ID: _____ \$50. Req. Fee/Ck# _____

App. Fee /Ck# & Amt. _____ Pet Agreement/Ck# & Amt. _____ Assessment Due: _____

Reviewed by: _____ Date: _____

ADDENDUM TO LEASE APPLICATION

Dorchester A

Name(s): _____

Association: _____

Unit Address _____

Unit # _____

I/we acknowledge that this condominium association does allow pet(s) but may have restrictions on visitors, lessees or guests having pets in the unit or on the association's property. **See your association documents for specific restrictions.** Harboring additional/unauthorized pets may result in a fine and removal of the pet(s), in accordance with the condominium governing documents.

This unit has only one (1) parking space. Visitor spaces are not to be used for additional vehicles or golf carts owned by unit lessee(s).

Lessee(s) are responsible for adhering to the restrictions, rules and regulations of this condominium association and are encouraged to review the association's documents, which are available from the unit owner, FirstService Residential or the Hillsborough County Clerk of the Court.

Signature of Lessee(s)

Signature

Signature

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____

by _____.

personally known to me

produced _____ as identification.

Notary Public

FORM MUST BE SIGNED BY ALL LESSEE (S) OF UNIT

PLEASE READ ENTIRE AGREEMENT BEFORE SIGNING

DORCHESTER A CONDOMINIUM ASSOCIATION, INC.

PET AGREEMENT

Owner(s) _____

Address: _____ Unit No: _____

OF DORCHESTER A CONDOMINIUM ASSOCIATION, INC., SUN CITY CENTER, FLORIDA

Identification of Pet: (_____) dog or (_____) cat currently being kept at the above location.

Pet Identification: _____
Breed, Color, Age, Weight (at maturity), Name

This Pet Agreement is entered into by and between the above-identified condominium unit owner(s) (hereinafter called "Owner") and FirstService Residential as the Management Firm and as agent on behalf of the condominium association for the above-identified condominium (hereinafter called "Manager"). **Pet will refer to singular pet in accordance with the governing documents. Any change of pet will require a new Pet Agreement be executed.**

WHEREAS, Owner owns the above-identified house pet and

WHEREAS, the Manager has the responsibility for the maintenance of the common elements in the above-identified condominium as well as the responsibility for the enforcement of the rules and regulations set forth in the Declaration of Condominium; and

WHEREAS, Owner acknowledges understanding of the restrictions and requirements of this Agreement as follows;

NOW, THEREFORE, in consideration of the foregoing premises, Manager and Owner hereby specifically agree as follows:

1. Owner shall deliver to Manager upon the execution of this Pet Agreement the sum of Two Hundred Fifty Dollars (\$250.00) for said Pet which shall be kept and disbursed by Manager in accordance with the terms hereof as a "pet bond," and Manager hereby acknowledges receipt thereof by its signature hereto.
2. Association shall hold the pet bond or the balance thereof (if deductions have been made there from in accordance with the provisions hereunder). Pet Bond or balance thereof will be returned upon written request stating pet no longer resides in the unit.
3. Owner acknowledges that the purpose of the pet bond is to provide a fund from which penalty fines in accordance with the provisions herein below may be deducted and also a fund from which expenses for Pet-caused damages may be paid.
4. Manager shall enforce this Pet Agreement pursuant to the terms hereof, and the decision of Manager to charge a penalty fine or to make a deduction to repair damage shall be in the sole discretion of Manager and shall be final. If it should become necessary for Manager to utilize the services of an attorney for appropriate action to enforce any provision of this Pet Agreement, Owner agrees to pay all costs and expenses reasonably incurred including, but not limited to, attorneys' fees and costs of demand or litigation associated therewith. A deduction from the pet bond for such costs and expenses may be made to the extent of funds available and Owner agrees to pay any balance due upon demand.
5. This Pet Agreement shall constitute Owner's permit to keep and harbor the Pet in the condominium unit pursuant to the provisions of the **CERTIFICATE OF FIFTEENTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF DORCHESTER A CONDOMINIUM recorded February 13, 2013.**

Together a unit owner, guests of a unit owner, lessees of a unit, or the guests of a lessee of a unit may not keep or harbor more than one (1) house pet in a unit. Such single house pet shall only be permitted if each of the following criteria is met: (1) the house pet shall weigh less than thirty (30) lbs. at maturity, (2) a Pet Agreement (to be obtained from management firm) has been signed by the unit owner and owner of the house pet and (3) a \$250.00 pet deposit is paid in accordance with the pet agreement.

In the event such house pet becomes a nuisance, as determined in the sole discretion and judgment of the Association's board of Directors, then the house pet shall be permanently removed from the unit and the condominium property. By keeping and harboring a house pet in the unit and by entering into the pet agreement, the unit owner, guests of a unit owner, lessees of a unit, or the guests of a lessee agrees to that he or she will abide and be bound by the judgment of the board of directors as to whether the house pet constitutes a nuisance.

Should the unit owner, guests of a unit owner, lessees of a unit, or the guests of a lessee fail to remove the house pet upon notice to do so, the Association may pursue all remedies available to it, either at law or in equity, to gain compliance with this amendment, including but not limited to the permanent removal of the pet. In the event of such action, the prevailing party shall be entitled to recover attorney's fees and costs, including fees and costs on appeal.

In consideration for being permitted to keep a Pet in accordance with the foregoing provisions, Owner specifically agrees to indemnify and hold harmless the Manager from and against any and all manner of actions, causes of action, law suits, debts, claims, damages, judgments and any other liability or matter arising in law or in equity directly or indirectly as a result of this agreement or the keeping of the Pet in the unit, the property of the condominium and the Kings Point complex.

6. Owner agrees to abide by and follow the following rules and regulations regarding the Pet:

- a. A Pet shall not be permitted to defecate or urinate on any area defined as a common element, limited common element or other properties at Kings Point except within the designated areas.
- b. A Pet shall be kept on a leash at all times when such Pet is outside of Owner's unit.
- c. Owner shall not allow a Pet to be a nuisance or disturb neighbors by barking or causing other loud noises or by otherwise interfering with the rights, comforts or conveniences of other unit owners or their tenants.
- d. A Pet shall not be permitted to cause damage or destruction to any unit or to cause damage or destruction to any of the common elements, limited common elements or properties in the Kings Point complex.
- e. A Pet shall be exercised only in the designated pet exercise areas or outside of the Kings Point complex.

7. Any complaints of damage caused by the Pet from other unit owners shall be submitted to the Manager in writing and shall be verified by the Manager's employees or Kings Point guards. Any employee of the Manager and/or a Kings Point guard may also file written damage complaints. Manager shall determine the amount of the damage and notify Owner in writing to make the necessary repair or replacement. If Owner fails to do so within fifteen (15) days from the date of such notice, the amount of the repair or replacement will be deducted from the pet bond hereunder. In the event a deduction is made to pay for Pet damages upon Owner's failure to do so, Owner shall be notified to forthwith replenish the pet bond to the amount prior to such deduction. If the amount of the repair or replacement exceeds the amount of the pet bond, Owner agrees to satisfy the balance due upon demand; Payment for damages pursuant hereto shall not be in lieu of any right of action which the person sustaining the damage shall be entitled to independently. If the pet bond is partially or totally depleted by a payout for damages and within fifteen (15) days after notice the Owner does not replenish said pet bond to the balance existing prior to such payout, this Pet Agreement and right to keep and harbor the offending Pet shall automatically terminate and the Manager shall have the authority to have the Pet, as applicable, removed if Owner does not voluntarily accomplish such removal within thirty (30) days of demand.

8. Complaints not involving damages submitted to the Manager by other unit owners at Kings Point shall be in writing and shall be verified by Manager. Such complaints may also be submitted in writing by Manager's employees or Kings Point guards.

9. Each pet complaint submitted under paragraph 7 or 8, filed by an employee of the Manager or a Kings Point guard, shall constitute an infraction for purposes of this paragraph. Each verified complaint under either paragraph from other sources shall be an infraction hereunder. Manager shall take action with regard to such infractions as follows:

- a. First infraction: Manager shall notify Owner of infraction in writing
- b. Second infraction: Manager shall notify Owner in writing warning that the next infraction will cause a penalty fine to be assessed.
- c. Third infraction: Manager shall notify Owner and deduct an amount up to the maximum allowed under the applicable provisions of Section 718.303, Florida Statutes, from the balance of the pet bond(s) as a penalty fine which Owner shall forfeit and not be entitled to recover. However, such fine shall not be levied until Owner has received written notice of the infraction in accordance with Section XIX (H) of the Declaration of Condominium for the Owner's condominium. Such notice shall give Owner the opportunity to request a hearing

before a committee of Owners, created pursuant to applicable Florida law, at a time and date which shall not be more than thirty (30) days after the date of such notice.

d. Fourth infraction: Manager shall notify Owner that this Pet Agreement is terminated and shall demand that the Pet, as applicable, be removed from the premises within thirty (30) days from notice. Upon verification by Owner that the Pet has been removed, any remaining portion of the pet bond then existing shall be returned to Owner. Prior to taking the action contemplated in this subparagraph, Owner shall have the same opportunity for notice and a hearing as provided in subparagraph (c) above.

Infractions for purposes of this paragraph shall cumulate only on the basis of separate twelve (12) month periods with each new period commencing on the annual anniversary date of this Agreement ("Infraction Period"). In other words, the number of infractions in any Infraction Period shall not be carried forward into the next Infraction Period for purposes of the enforcement of this paragraph.

10. This Pet Agreement shall be executed in duplicate copies and Owner's copy shall constitute the permit for the keeping and harboring of the Pet until same shall be terminated by Manager in accordance with the terms hereof or terminated upon the death of the Pet or the removal of the Pet from the Owner's unit.

This Pet Agreement and the permit it represents are not assignable by Owner.

Owner Agrees to abide by all state and local animal ordinances. An overview of Hillsborough County Ordinances is attached. The complete statute is available through Hillsborough County Animal Services.

The Agreement may not be altered or changed in any way.

Animal Services - Hillsborough County

Select features found in the Animal Ordinance, which will affect pet owners, or the general public is:

- All dogs, cats, and ferrets four months of age or older must be vaccinated against rabies by a veterinarian and be registered with the department. This provision provides for local enforcement of state law, which now requires ferrets to be vaccinated against rabies.
- All dogs will be required to wear the rabies tag when outside. Cats, when outside, will be required to wear the tag or to be micro chipped, tattooed, or have an ear tag that can be used to identify the cat so the owner can be traced. Dogs and cats, while participating in a sanctioned event, will not be required to wear the tag. This provision will better enable a person bitten by a dog or cat and public health authorities to know if the animal has a current rabies vaccination. This will also aid in getting lost pets and their owners reunited.
- Excluding public right-of-way on an owner's private property, no dog or cat shall be allowed to stray, run or go, at large upon any public property or street, sidewalk, park, or on the private property of another without the consent of the property owner. Any cat routinely outdoors while not under direct control must be sterilized. This will better protect the private property rights of our citizens who do not want dogs or cats on their property. It will help reduce problems that can result from outdoor pet cats indiscriminately breeding. It will also likely result in, over time, a higher percentage of pet cats being kept indoors; thereby reducing the health and safety risks to which outdoor cats are exposed.
- Dogs or cats in heat, when not in a proper enclosure, must be under the direct supervision of a responsible individual so that the dog or cat is not allowed to unintentionally come into contact with a male dog or cat and breed. This provision will help prevent unwanted litters of puppies and kittens that contribute to our tragic dog and cat overpopulation problem.
- Any feces deposited by a dog, cat, or pet pig on public property, public walks, and recreation areas or the private property of others must be immediately removed by the person who has custody or control of the animal. This provision will help reduce the health and nuisance problem created by dogs and cats that have been permitted to defecate on the property of others.
- No person will transport on any public highway, roadway or thoroughfare any animal in a vehicle unless the animal is safely confined or tethered to prevent the animal from falling or jumping from the vehicle. This provision will reduce the potential danger to people and animals that could be caused if an animal were to fall onto a busy public road in our county.
- It will be unlawful to strike or interfere with a service animal while performing its duties. This will help prevent someone from interfering with a service animal that is assisting, for example, a deaf or visually impaired person.

767.04 Dog owner's liability for damages to persons bitten.

The owner of any dog that bites any person while such person is on or in a public place, or lawfully on or in a private place, including the property of the owner of the dog, is liable for damages suffered by persons bitten, regardless of the former viciousness of the dog or the

owners' knowledge of such viciousness. However, any negligence on the part of the person bitten that is a proximate cause of the biting incident reduces the liability of the owner of the dog by the percentage that the bitten person's negligence contributed to the biting incident. A person is lawfully upon private property of such owner within the meaning of this act when the person is on such property in the performance of any duty imposed upon him or her by the laws of this state or by the laws or postal regulations of the United States, or when the person is on such property upon invitation, expressed or implied, of the owner. However, the owner is not liable, except as to a person under the age of 6, or unless the damages are proximately caused by a negligent act or omission of the owner, if at the time of any such injury the owner had displayed in a prominent place on his or her premises a sign easily readable including the words "Bad Dog." The remedy provided by this section is in addition to and cumulative with any other remedy provided by statute or common law.

PLEASE READ ENTIRE AGREEMENT BEFORE SIGNING

DORCHESTER A CONDOMINIUM ASSOCIATION, INC. PET AGREEMENT

**** (6e) PLEASE NOTE THAT THERE CURRENTLY EXISTS A DESIGNATED PET EXERCISE AREAS WITHIN DORCHESTER A. (THE PET AREA IS ON THE NE SIDE OF DEGRASSE PLACE) PETS MAY ALSO BE EXERCISED IN UNDEVELOPED AREAS OUTSIDE THE COMMON ELEMENTS OF YOUR ASSOCIATION. THIS INCLUDES THE AREAS, WHICH ARE CURRENTLY UNDEVELOPED.**

_____(Please initial) _____(Please initial)

IN WITNESS WHEREOF, the undersigned has executed this Pet Agreement on this _____ day of _____, 20__

OWNER(S)

Signature Signature

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____.

by _____

He/She is personally known to me or has produced _____ as identification.

My Commission Expires: _____
Notary Public, At Large

For Accounting Use Only:			
Deposit			
Received From: _____	Amount: \$ _____	Date of Check: _____	Check No: _____
Refund:			
Date: _____	Amount: \$ _____	Check No: _____	

1 Dorchester A rules COMPENDIUM

2 Dorchester A Condominium Association of Kings Point, Inc.

3 RESOLVED THAT, effective immediately, the following are hereby reviewed and/or adopted,
4 for distribution to all Residents, Owners and Tenants:

5 Rules and Regulations

6 Date: Saturday, December 20, 2014

7 *(Italicized indicates rules which are alluded to by the Declaration of Condominium as amended)*
8

9 The following rules and regulations have been reviewed by legal counsel and adopted by the
10 Board of Directors of Dorchester A Condominium Association, Inc. pursuant to the authority
11 contained in Florida Statute 718 and Article XVII, Section 2 of the By-Laws of Dorchester A
12 Condominium Association, Inc. (the "By-Laws"). In the event that any rule or regulation herein
13 conflicts with state or federal statutes, any Federation bulk contract or recorded governing
14 documents, the statutes, then the contract, then the governing documents, shall control.
15 Previously adopted rules which conflict with these rules are hereby void. Owners are responsible
16 for the actions of themselves, their tenants, guests and contractors relative to these rules and
17 regulations, which may be amended by the Association's Board of Directors from time to time.
18 Enforcement and fining is authorized by Florida Statute 718.303.
19

- 20 1. **OBSTRUCTIONS:** *(Declaration Article XIII) The sidewalk, entrances and all of the*
21 *limited common elements and common elements must not be obstructed or*
22 *encumbered or used for any purpose other than ingress and egress to and from the*
23 *premises.*
24
- 25 2. **PERSONAL PROPERTY:** *(Declaration Article XIII) The personal property of all*
26 *unit owners shall be stored within their condominium units. Outdoor chairs and small*
27 *outdoor tables, in good condition, may be kept only upon patios while the unit is*
28 *occupied. Damages caused by windborne personal property, including recycle bins,*
29 *are the responsibility of the owner. Door wreaths and "Seasonal" decorations*
30 *placed between Thanksgiving and New Years Day are excepted, with the*
31 *understanding that the Directors may order removal of decorations which, in the sole*
32 *opinion of the Directors, is inappropriate or offensive.*
33
- 34 3. **CLOTHES LINES, ETC.:** *(Declaration Article XIII) No linens, cloths, clothing,*
35 *curtains, rugs, mops or laundry of any kind, or other articles shall be hung from any*
36 *of the windows, doors, lanais, patios or entry ways, or exposed on any part of the*
37 *limited common elements or common elements. No clothes lines shall be hung*
38 *anywhere except wholly within the unit.*
39
- 40 4. **POTTED PLANTS AND DECORATIVE ITEMS** *(Declaration Article XIII) May be*
41 *placed upon patios and porches if they are in harmony and uniformity with the*
42 *neighborhood décor, as determined by the board of directors, and if they do not impede*
43 *access to a unit.*
44

45 *During high-wind or hurricane conditions, any outside pots and decorative items shall be*
46 *temporarily stored inside the unit. These potted plants and decorative items must not*
47 *prohibit the maintenance work of the landscapers.*
48

- 49 5. **ALTERATIONS TO LANDSCAPE:** *(Declaration Article XIII) Landscape within*
50 *the limited common area may be changed only with the prior written permission of*
51 *the board of directors, as evidenced by an approved alteration request (available*
52 *through the management company), and then only in compliance with existing*
53 *landscape and irrigation contracts.*
- 54
- 55 6. **GRILLS:** *(Amendment 14 to Article XIII, recorded February 25, 2011), summary of*
56 *requirements for possession and use:*
- 57
- 58 • *Gas (propane or natural) grills only.*
 - 59 • *Commercially manufactured and in compliance with local codes.*
 - 60 • *Must be used on porch, patio or limited common element.*
 - 61 • *When NOT IN USE, must be stored inside the unit or stored outside if fitted*
62 *with a custom or semi-custom cover and then in the rectangle formed by the*
63 *laundry and bedroom of a unit.*
- 64
- 65 7. **ATTACHMENTS TO EXTERIOR OF BUILDING:** *(Declaration Article XIII) No*
66 *awning, canopy, shutter or other projection, inclusive of antennae, shall be attached*
67 *to or placed upon the outside walls or doors or roof of a unit or buildings.*
- 68
- 69 8. **FLAMMABLES:** *(Declaration Article XIII amended by Amendment 14) No*
70 *flammable, combustible, or explosive fluid, chemical or substance shall be kept in any*
71 *unit or limited common element assigned thereto or storage areas, except such as are*
72 *required for normal household use.*
- 73
- 74 9. **SIGNS:** *(Declaration Article XIII) No sign, advertisement, notice or other lettering*
75 *shall be exhibited, displayed, inscribed, painted or affixed in, on or upon the common*
76 *elements, limited common elements, or upon any part of the condominium unit without*
77 *prior written consent of the Board of Directors of the Association. The Master*
78 *Association may further restrict the use of certain signs.*
- 79
- 80 10. **RECYCLE BINS AND DUMPSTER USE:** Recycling is a function of
81 Hillsborough County, and the Association is not a party to that function. Rules govern
82 the placement and storage of Recycle Bins, similar to the rules which apply to other
83 personal property. On the evening before Recycle Collection Day, recycle bins may be
84 placed along the edge of De Grasse Place nearest Kings Boulevard. After collection,
85 recycle bins shall be removed from De Grasse Place and may be stored outside in the
86 rectangle defined by the laundry room and bedroom in the limited element (which
87 includes the air conditioner), or inside. Recycle bins must be stored inside the unit if the
88 resident of the unit is absent. The Owner is responsible for damages caused by recycle
89 bins and recycled waste which becomes airborne during strong winds. All trash must fit
90 inside the dumpster or recycle bins. No trash may be placed outside the dumpster. All
91 trash must comply with the current Federation bulk contract for dumpsters, which, at the
92 time these rules become effective, does not permit hazardous materials as defined by
93 Hillsborough County, larger furniture (e.g., chairs, mattresses), and larger appliances
94 (e.g., washing machine, hot water heater). Larger boxes must be broken down. Violators
95 will be invoiced for additional charges imposed by the dumpster contractor.
- 96

97 *11. NOISE: No unit owner shall make or permit any disturbing noises by*
98 *himself/herself, his/her family, servants, employees, agents, visitors, and licensees, nor do*
99 *or permit anything by such persons that will interfere with the rights, comforts or*
100 *convenience of the unit owners. No unit owner shall play upon or suffer to be played*
101 *upon any musical instrument, or operate or suffer to be operated, a phonograph,*
102 *television, radio or sound amplifier or other electronic device, in such manner as to*
103 *disturb or annoy any occupants of the Condominium. No unit owner shall conduct or*
104 *permit to be conducted, vocal or instrumental instruction at any time. (Declaration*
105 *Article XIII)*

106
107 **12. VEHICLES AND PARKING (Article IV and Article XV, both Amended**
108 **Amendment 15, 2/11/2013):**

- 109 • *Each unit is assigned one (1) parking space.*
- 110 • *Guest parking spaces may not be used by unit owner, renter or resident.*
- 111 • *A unit's assigned parking space may not be rented but may be used by another*
112 *unit owner or renter with written permission from the owner, in which case the*
113 *owner or the tenant giving permission will have no parking space.*
- 114 • *For the sole purpose of determining the right to park in a guest space, upon the*
115 *day when a guest uses a guest space for parking overnight for more than 15 days*
116 *per month in two months of a calendar year, that guest shall be considered to be a*
117 *de facto resident, and may not continue to use a guest space. Exceptions must be*
118 *mandated by federal, state and/or local laws.*
- 119 • *Motor vehicles of any kind shall be duly registered, operational and parked in the*
120 *unit's assigned parking space, except as provided herein.*
- 121 • *Guests may park only in the assigned guest parking spaces.*
- 122 • *Street parking is governed by the rules of Kings Point West Master Association.*
123 *At the time these rules were reviewed or changed, the Master did not permit on-*
124 *street parking except to unload.*
- 125 • *Parking spaces have parking curbs. Any space without a curb is an access to a*
126 *walkway or unit, and is not to be used for parking.*
- 127 • *Vehicles, including commercial vehicles, may park on the street while loading*
128 *and unloading.*
- 129 • *No vehicle which cannot operate on its own power shall remain on the*
130 *condominium premises for more than twenty four (24) hours, and no repair of*
131 *vehicles shall be made on the common or limited common elements.*
- 132 • *No owner, lessee or guest shall be permitted to store or leave boats, trailers or*
133 *recreation vehicles on the condominium property. Recreational vehicles will only*
134 *be permitted on condominium property for no more than eight (8) consecutive*
135 *hours for loading and unloading on the day of departure and the day of return*
136 *only.*
- 137 • *No motor vehicle of any kind, including any motor vehicle owned by a guest,*
138 *moving company, contractor of the owner or tenant, etc., with the exception of*
139 *golf cars, shall be driven upon or parked upon grass or landscaping in the*
140 *Condominium property. In addition to being subjected to fining, the owner of the*
141 *violating unit will be invoiced for irrigation inspection and irrigation, turf and*
142 *landscape damages.*

- The president or board may make exceptions in cases where the parking spaces are being sealed, resurfaced or for carport structural work. Similarly, the president or board may permit owners in neighboring associations to park if there is work being done to the surfaces or carports in those associations (“good neighbor”). In those cases, parking will be in visitor spaces or on the undeveloped land between De Grasse Place and Kings Boulevard (which is owned by Dorchester A), and never on the turf on the Southeast side of De Grasse Place.
- Golf cars may be driven over the turf and parked near a unit for the purpose of charging, then removed. Golf cars may be parked inside the lanai, in the unit’s assigned parking space or in the rectangular space defined by the lanai and bedroom, near the air conditioner, and nowhere else on the limited common element or common element. The board of directors requests that golf car drivers attempt to use different paths in an attempt to limit turf rutting.

13. **ABSENCE:** (Reference Declaration Article XIII)

Unit owners are responsible for preparing their unit prior to extended vacancy of their units, particularly during Hurricane Season. Damages to the common element or to roof-mate property caused by the failure of a unit owner to properly prepare are the responsibility of the negligent owner. **The following are suggestions.**

- **Emergency Contact Information:** Check with Security before leaving, in case of emergencies. You will be given a card to complete which will inform Security where you can be reached. In addition, you should keep current personal emergency contact information on permanent file in the Management Office.
- **Air Conditioning:** It is the responsibility of each unit owner to take necessary steps to prevent mold and mildew from occurring. Residents who are leaving their unit for any length of time should do either of the following to prevent mildew damage due to the climatic condition of the area:
 - Leave the air conditioner on, set at 85-86 degrees. The air conditioner will act as a dehumidifier and keep mildew from forming.
 - Install a humidistat on the air conditioner so that it will operate if there is a humidity rise in the house.
- **Water:** Shut off water inlet valves outside the home and depressurize the lines by turning one hot and one cold inside faucet on. If a unit is unoccupied for a year or longer, make arrangements for someone to turn on the water and refill the toilet bowl and sink traps, to prevent sewer gasses from entering a unit through un-trapped lines.
- **Electric:** Shut off all electrical circuit breakers in the home except that line feeding the air conditioner. Unplug all large appliances of easily accessible or TURN OFF (Refrigerator, Washer/Dryer, etc.) Clean out refrigerator and freezer, dry the walls and leave the doors propped open. Place a box of baking soda in each section (freezer & refrigerator). Unplug your television and, if you are on cable television, disconnect the cable from the wall as lightening may enter through the cable and damage the set.

14. **PETS, SERVICE AND COMPANION ANIMALS:** (*Declaration Article XIII as amended by Amendment 15 to the declaration, recorded February 11, 2011*)

- *Notice should be taken that a unit may have ONE qualified animal at any time.*
- *Pet, service and companion animal rules apply to all animals, whether resident or guest.*

191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239

- *The house pet shall weigh less than thirty (30) pounds at maturity. Service animals are excepted from weight limits.*
- *A Pet Agreement, specific to Dorchester A, (to be obtained from management firm) must be signed by the unit owner and the owner of the house pet in the presence of a Notary Public. Note that this Pet Agreement contains additional requirements and rules to which compliance is mandatory. **This paragraph (14) does not include all requirements and rules for Pets, Service and Companion Animals.***
- *A deposit must be paid in accordance with the pet agreement unless the animal is a service animal.*
- *Neither the governing documents nor these rules convey any “right” for a tenant or guest to have a pet without permission from the owner.*
- *Owners and tenants who possess animals are responsible for those animals and are responsible for animals owned by their guests.*
- *Owners, tenants, and guests owning properly authorized animals, residing in Dorchester A Condominium Association, Inc., must “exercise” these animals on the undeveloped grass area of the Common Element which is located between De Grasse Place and Kings Boulevard, or on that part of the grass area of the Common Element which is closest to the unit where the animal owner resides, but away from other units. (Resolution: Board of Directors, Thursday, April 7, 2011)*

15. OCCUPANCY: (Declaration Article XIII as amended by Amendment 6 to the declaration, March 9, 1989, excerpted and quoted):

- *The owner (which may be a corporation) of a unit shall use his unit as a single family private dwelling, for himself, members of his family, and his social guests. Each unit, if occupied, by either Owner or Lessee, shall be occupied by at least (1) person fifty-five (55) years of age or older with occupancy limited to **no more than two persons per bedroom.***
- *No persons under eighteen (18) years of age shall be permitted to reside in any of the units of this condominium except that such persons may be permitted to visit and temporarily reside for periods not to exceed thirty (30) total days, whether consecutive or non-consecutive, in any calendar year without the prior written consent of the Directors of the Association, and thereafter, the Association shall have the right to extend said period of visitation within any calendar year.*

(s) James Kulp President (s) Elizabeth Rosborough Secretary

Reviewed December 15, 2014 by:
 Mary Zewalk Thomas
 Attorney & Counselor at Law
JAMES R. DE FURIO, P.A.
 Community Association Lawyers
 201 East Kennedy Boulevard, Suite 775
 Tampa, FL 33602
 Phone (813) 229-0160