

# MiraBay

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## HOMEOWNER'S ASSOCIATION

Dear Property Owner or Rental Agent,

This packet contains the following information and paperwork required if you desire to lease your home:

- ❖ Section 9.03 Leasing of Residences
- ❖ Application for Approval of Home Lease
- ❖ MiraBay Landlord/ Tenant Agreement
  - This document must be signed by BOTH owner and tenant It must be for a 12-month period; short-term leases of less than this time not acceptable
- ❖ The Leasing & Management Agreement (between Property Owner and Broker/Rental Agent)

Take the original documents with you to the MiraBay Clubhouse to get the access cards for gate and amenities. **Please note:** Access cards and/or Gate codes will be issued by the CDD at the MiraBay Clubhouse (813-649-1500). **Access is removed at the end of the lease period. If renewing the lease, notify the HOA and, notify the CDD, in writing, so that access cards are not deactivated.**

Please submit the completed leasing packet to management company:

MiraBay Homeowners Association  
c/o Rizzetta & Company  
3434 Colwell Ave Suite 200  
Tampa, FL 33614

Thanks,  
Denise Shreaves,  
Community Association Manager  
Email [dshreaves@rizzetta.com](mailto:dshreaves@rizzetta.com)  
Office 813-533-2950 Ext.: 9478  
Fax 813-514-0401  
HOA Website [www.mymirabay.net](http://www.mymirabay.net)

## MIRABAY LEASE INFORMATION

### OWNER INFORMATION

Name of Owner: \_\_\_\_\_  
Address of Owner: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email Address (if available): \_\_\_\_\_

### TENANT INFORMATION

Article IX, Section 9.03 of the MiraBay Declaration requires owners to provide information as the Board may require regarding their tenants within ten (10) days after the execution of the lease. The following information about the tenant is required, and the tenant must place their signature and the date at the end of this form.

#### **PLEASE PRINT**

Address of Residence to be Rented: \_\_\_\_\_

Name(s) of Tenant:      First: \_\_\_\_\_ Middle (full name) \_\_\_\_\_  
   Last: \_\_\_\_\_  
   Suffix: Jr. \_\_\_\_\_ Sr. \_\_\_\_\_ Other: \_\_\_\_\_

   First: \_\_\_\_\_ Middle (full name) \_\_\_\_\_  
   Last: \_\_\_\_\_  
   Suffix: Jr. \_\_\_\_\_ Sr. \_\_\_\_\_ Other: \_\_\_\_\_

Phone Numbers of Tenant: H (\_\_\_\_\_) \_\_\_\_\_  
   W (\_\_\_\_\_) \_\_\_\_\_  
   C (\_\_\_\_\_) \_\_\_\_\_

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### OTHER OCCUPANTS

Occupancy of a residence is limited to a single family, or a maximum of two persons and their respective children. In no event shall occupancy of a residence be greater than two persons per bedroom. See, Article IX, Section 9.02 of the MiraBay Declaration.

Persons who will be occupying the residence with the proposed tenant(s): you must include full first, middle, and last names; no initials.

Name \_\_\_\_\_ Relation to Tenant \_\_\_\_\_  
Name \_\_\_\_\_ Relation to Tenant \_\_\_\_\_  
Name \_\_\_\_\_ Relation to Tenant \_\_\_\_\_  
Name \_\_\_\_\_ Relation to Tenant \_\_\_\_\_

**MIRABAY LEASE INFORMATION**

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**TERM OF LEASE**

From (mo/dy/year) \_\_\_\_\_ To (mo/dy/year) \_\_\_\_\_

**Leases MUST be at least twelve (12) months in duration.  
Copy of Lease MUST be attached.**

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**VEHICLES**

Refer to Article IX, Sections 9.11, 9.12 and 9.13 of the Declaration regarding the type of vehicles permitted in MiraBay and parking.

List all vehicles owned or operated by the tenant and any other occupant of the residence:

Make and Model	Year	Tag Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

**IMPORTANT  
READ CAREFULLY**

**No person may rent a Residence unless they have a written lease. No lease may be for a shorter period than twelve (12) months. All tenants, occupants and guests must abide by the Declaration, Bylaws and Rules and Regulations of MiraBay Homeowner’s Association, Inc. (“MiraBay”).**

I, the tenant(s), warrants and agree as follows:

- 1) The information I have provided above is true, and I understand that MiraBay will rely upon the information.
- 2) The Declaration, Bylaws, and the Rules and Regulations, and any amendments thereto of MiraBay (the “Governing Documents”) have been made available to me and I have read them or intentionally declined to read them.
- 3) That Florida law requires that I and all persons who occupy the residence MUST abide by the Governing Documents of MiraBay, even if I and the other persons who occupy the residence don’t read them.

**MIRABAY LEASE INFORMATION**

- 4) That if I, or any of the persons who occupy the residence with me, violate the Governing Documents, that I and they may be FINED AND SANCTIONED by MiraBay. I understand that MiraBay can take LEGAL ACTION against me and the other occupants if we violate the Governing Documents, and we will be held responsible for the ATTORNEY FEES AND COSTS that MiraBay incurs.
  
- 5) That only the above-named person(s) shall occupy the residence, other than overnight guests and in-home professional caregivers.

Signature of Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Tenant: \_\_\_\_\_

Signature of Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Tenant: \_\_\_\_\_

ATTACHED COPY OF LEASE

(End of Document)

# MiraBay

HOMEOWNERS ASSOCIATION, INC

## MiraBay Landlord/Tenant Agreement

### MEMORANDUM

TO: MiraBay Homeowners Association c/o Rizzetta & Company, Inc.

FROM: \_\_\_\_\_ (Landlord)

DATE: \_\_\_\_\_

RE: \_\_\_\_\_  
(Property Address)

I, \_\_\_\_\_, am the Landlord of the above-referenced property. The current tenants of the said property are \_\_\_\_\_ and their \_\_\_\_\_ (#) children. I have rented the entire residence to them, not just a room or a portion of the residence. There is no one else renting any other portion of my Lot, and no one else will rent any other portion of my Lot during the term of this lease. The term of the lease is \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_\_. As tenants of my property, I would like for them to be able to enjoy the amenities that residents of MiraBay are entitled. I understand that as the homeowner of \_\_\_\_\_(property address), I assume all responsibilities for my tenants when they are utilizing the amenities.

I understand that agreement to use the MiraBay facilities lies with the owner of the home, not the tenants, therefore I accept the consequences of the actions of \_\_\_\_\_, their children, and any guests they may bring to the facilities with them. In consideration of the foregoing, I hereby agree to indemnify and hold the Developer, Terrabrook, MiraBay Homeowners' Association, Inc. and Harbor Bay Community Development District, their employees and agents harmless from any and all liability associated with their use of the facilities and amenities. I understand that if my tenants, their family\_members or guests break any rules of the Association, that I will be obligated to evict them at my expense.

I understand, as well, that by affording my tenants amenity privileges, I relinquish my rights to use the MiraBay amenities for this property.

Sincerely,

\_\_\_\_\_  
Owner (Signature)

\_\_\_\_\_  
Owner (Printed Name)

\_\_\_\_\_  
Witness

**MIRABAY LEASING INFORMATION**

**Certifications: Owner and Proposed Tenant REPRESENT, WARRANT AND CERTIFY the following with regard to the attached lease of (Address): \_\_\_\_\_.**

1. The information contained above is true and correct as of this date.
2. Attached hereto is a true and correct copy of the proposed lease which both Owner and Tenant represent, and warrant is enforceable in accordance with its terms from the effective date forward.
3. Tenant acknowledges receipt of a copy of the Declaration of Covenants, Conditions and Restrictions for MiraBay Homeowners Association (the "Declaration") and a copy of all Rules and Regulations (the "Rules and Regulations") of the MiraBay Homeowners Association (the "Association").
4. Tenant covenants and agrees to comply with the Declaration and Rules and Regulations as the same are now in effect and as may hereafter be amended. This includes the tenant certifying to restrict the number of cars they have to the parking capabilities of the garage or driveway, without the blocking of sidewalks and street parking.
5. Tenant covenants and agrees that only the above-named person(s) shall occupy the Home, other than overnight guests and in-home professional caregivers.
6. Owner certifies that he/she will require Tenants' compliance with the Declaration and Rules and Regulations and will enforce, at owners' expense, the same by all legal means, including eviction.
7. Owner agrees to reimburse Association any and all court costs and reasonable attorneys' fees incurred by Association in requiring Tenants' compliance with the Declaration and/or Rules and Regulations.
8. Both Owner and Tenant acknowledge that Association is relying upon the truth and accuracy of the above information and certifications in granting its approval of the proposed lease.
9. Both Owner and Tenant agree to deliver to Association copies of all Lease modifications, amendments and extensions at least fifteen days prior to their effective date.

Under penalties of perjury, we declare that we have read the foregoing and that the information contained herein and attached hereto is true, accurate and authentic, to the best of our knowledge and belief:

**OWNER(S)**

**TENANT(S)**

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

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

# Anchor Cove

TOWNHOMES ASSOCIATION, INC.

## **Parking Enforcement Policy Revised February 2022**

The Association will be enforcing its vehicle registration policy effective immediately. All residents (owners and tenants) will be issued two (2) decals per household and one (1) visitor parking pass. The decals will need to be properly displayed on your vehicle(s). A visitor pass must be displayed on ANY overnight visitor by being hung on the rear-view mirror.

Please complete the vehicle registration form in its entirety and return it to our office. Please note that ALL vehicles must be registered with the Association. Decals and visitor passes will not be issued without a completed vehicle registration form.

Residents: There are no assigned parking spaces reserved for anyone's exclusive use.

The enforcement of parking will be very closely monitored. It is important for everyone to abide by the parking regulations. It is not only a matter of courtesy but also safety. Vehicles parked along the alley ways impede emergency vehicles, garbage trucks and other residents.

- **Places You Can Park:**
  - Your garage
  - Your driveway – Any portion of your vehicle cannot impede the alley
  - Designated parking spaces in the clubhouse parking lot
  
- **Places You May Not Park:**
  - The parking spaces in front of the units which are designated as guest parking
  - On any portion of any sidewalk
  - On the grass
  - Along the alley ways
  - On-street parking
  
- **Warning Decal/Towing:** If vehicles are improperly parked on the street, one (1) warning decal will be placed on vehicles to advise of the violation. The vehicles in violation will then be towed at the owner's expense upon a noted 2nd violation. **PLEASE NOTE: YOU WILL RECEIVE ONLY ONE WARNING.**

Per the Declaration: Owners shall use the garages, drives or other parking areas on their respective Lot for parking purposes; provided, however, no vehicle shall be parked on any Lot in such a manner that any portion of said vehicle extends onto the street.

If your vehicle is towed, you will need to contact **TARGET RECOVERY & TOWING at (813) 221-6800** to make the necessary arrangements to get your vehicle back at your expense. The towing sign is posted at the entrance of the community.

The Association will adhere to Florida Statute § 715.07(2)(a)(5) by posting a notice meeting the requirements of the law.

Thank you for all your efforts and cooperation.

# Anchor Cove

TOWNHOMES ASSOCIATION, INC.

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Community Name: \_\_\_\_\_

Resident Name: \_\_\_\_\_

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

Resident Type    \_\_\_\_\_ Owner                      \_\_\_\_\_ Tenant

Rental Start Date: \_\_\_\_\_                      Rental End Date: \_\_\_\_\_

Primary Phone #: \_\_\_\_\_

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

**Vehicle Information:**

Make	Model	Color	Tag #



# Anchor Cove

TOWNHOMES ASSOCIATION, INC.

## PARKING POLICY & GUIDELINES – ANNOUNCEMENT JANUARY 22, 2022

This communication is being sent on behalf of the **Board of Directors of Anchor Cove** to remind all owners and residents of the parking policy in place. Anchor Cove's Association grants board members and/or community managers authority to tow cars, trucks, or trailers that are illegally parked in an HOA parking area or roadway.

It is important for everyone to abide by the HOA parking regulations in place for the community. This is not only a matter of courtesy, but also safety. Unfortunately, ongoing violations of these parking regulations has become an issue and must be addressed.

Please be aware that the enforcement of these regulations will be monitored to enforce violations of the parking rules. Violators will be notified first by placing a warning sticker or notice on the vehicle. New towing signs will soon be posted throughout the community and Anchor Cove entrance. Vehicle owners will incur the expense if vehicles are towed after warning has been given and vehicles have not been moved by a specified time to a designated parking space.

We are asking ALL OWNERS & RESIDENTS to comply with completing the attached **VEHICLE REGISTRATION FORM** and return this promptly to management by email [dshreaves@rizzetta.com](mailto:dshreaves@rizzetta.com) or fax 813-533-2922.

### **RESIDENTS can park in these designated areas:**

- Property's garage or driveway. No portion of your vehicle can impede the alley, as emergency vehicles, as well as the garbage/recycling trucks, must be able to reach the end units. ***Vehicles that are seen to impede emergency vehicles or trash collection may be subject to immediate towing.***
- Overflow parking space is located in the clubhouse parking lot next to the back gate by the pool. Please review the map attached that determines the spots for RESIDENT PARKING BY PERMIT ONLY on the Harbor Bay CDD parking lot.

### **RESIDENTS/OWNERS may NOT park in these areas that will be subject to towing:**

- Parking spaces in front of the units – These are for VISITOR/GUEST only.
- Alleys and areas on streets other than designated areas for guests.
- Across any portion that impedes a sidewalk
- Parked on any grassy area.
- Handicapped parking space for VISITORS ONLY is located next to 123 Aberdeen Pond Drive. Residents who are using HANDICAP spaces daily may also be subject to towing. Those who own multiple vehicles should be using their garage and driveway only to park their vehicles including those with a handicap tag. If you are choosing to use the garage as storage and have more vehicles than what can fit on your driveway, then you should park extra vehicles in the overflow parking spaces located in the clubhouse parking lot.

The towing company will not comply with resident requests to tow a vehicle for legal and liability reasons. Contact the management company or a Board Member to share a complaint about a vehicle that may be in violation. It is requested to provide a dated photo along with vehicle make/model/color and tag information for enforcement. A request without the required information will delay enforcement before a vehicle can be towed. Thank you for your cooperation.

If you have any questions, contact the Anchor Cove Community Association Manager by phone call 813.533.2950 Ext. 9478 or email [dshreaves@rizzetta.com](mailto:dshreaves@rizzetta.com)

# Anchor Cove

TOWNHOMES ASSOCIATION, INC.

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT – MiraBay Club Parking Lot

EXHIBIT A



R – Reserved for Anchor Cove Resident Parking Only – Parking by PERMIT ONLY  
Enforcement Hours: Between the hours of 7 PM (EST) and 7 AM (EST), Monday – Sunday