

# MARINA BAY CONDOMINIUM ASSOCIATION

## GENERAL RULES

Updated 5/2019

**ALL RESIDENTS AND GUESTS MUST ABIDE BY ASSOCIATION RULES: RULES SHALL APPLY UNIFORMLY.**

**PURCHASERS OR PROSPECTIVE TENANTS** must complete an application, have a personal interview and be approved **PRIOR** to the closing of a unit or taking occupancy to the unit. Applications to Buy or Lease must be submitted 30 days prior to the move-in date. Minimum lease term is six months.

**SINGLE FAMILY** shall mean and be defined as one or more persons related by blood, marriage, or adoptions, or no more than two unrelated persons living and cooking together as a single housekeeping unit. No more than four individuals may occupy a two (2) bedroom unit, and not more than six (6) individuals may occupy a three (3) bedroom unit.

1. Occupants (whether owners, tenants or guest) shall do nothing that will interfere with the comfort, privacy, or convenience, of any other occupant.
2. Guests may not reside for more than twenty-one (21) consecutive days at Marina Bay.
3. **Management must have keys to provide emergency access to all units.** In the case of an emergency originating in or threatening any unit, regardless of whether or not the unit owner or occupant is present, the Association or its authorized representative shall have the right to enter such unit to remedy such emergency. This right-of-entry shall be immediate. If the Association has to use force to enter, the unit owner is responsible for all incurred expenses.
4. All garbage, trash, bottles, cans, bags, boxes and animal droppings, must be placed in the proper sized plastic bags, secured with a tie, then put in the trash chute or directly into a dumpster. Large cartons and other articles which do not fit into the trash chute should be placed in the dumpster rooms on the first floor of each building. Please close doors when exiting the dumpster room.
5. Under no circumstances will the lawn areas be used for recreational activity, there shall be no running, playing, roller skating, skateboarding, or bicycling, in the stairwells, halls, lobbies, elevators, parking areas, walkways, or landscaped areas of the complex.
6. Nothing shall be thrown from the balconies or upper level walkways.
7. Antennas are not permitted outside the units.
8. Noise generated by people, animals, musical instruments, radios, recording systems, television, other sound equipment, or power tools, shall be kept low so as not to disturb residents and guests.
9. Gasoline, kerosene, benzene, propane, and other flammable or explosive articles, must not be brought into the buildings, units, or storage areas.
10. All doors to units shall conform to the specifications of the Board of Directors and must be the color specified.
11. Screens and screen doors shall be to the specification approved by the Board of Directors. No decorations, except for those displayed temporarily for a specific holiday, may be hung on or next to entrance doors or on any outside walls.
12. Installation of hard flooring material must be over cork, a thickness of not less than 1/4 (one- quarter) inch. This includes, but is not limited to ceramic tile, marble, wood planking, and parquet.
13. Laundry, towels, clothes or bedding, may not be hung or aired on balconies or patios, or over any railings. All patios and balconies must be kept neat and clean.

14. No plants, pots, etc., are to be set on balcony walls or railings. NOTHING is to be left outside of unit doors on the walkways except respectable door mats. Anything left on the walkways will be removed and placed in the nearest dumpster room.
15. No cooking of any sort shall be permitted on balconies or patios.
16. All window coverings, balcony sun shades, etc., which are visible from the outside of the buildings, shall be white or light beige (neutral color) so that their appearance will be uniform. Storm shutters must be of a type approved by the Board of Directors.
17. No "For Sale" or "For Rent" signs, or any other signs, shall be displayed by any unit owner or others on his/her condominium parcel or any other part of the condominium property, except with prior approval of the Board of Directors.
18. Live Christmas trees must be bagged inside the unit before being taken to the dumpster. This is to eliminate needles all over the place.
19. Satellite dishes are not permitted to be installed on the property.
20. If a unit is to be unoccupied for an extended period of time, everything, including carpet not attached to floor, must be removed from the balcony or patio, and a responsible firm or individual must be designated to take the necessary precautions to prevent hurricane damage and remedy same if it does occur. The Association CANNOT do this for you.
21. Unit owners and/or tenants must turn off the main water inlet valve in their unit if they are leaving overnight or longer and depressurize the water system by leaving at least one hot and one cold water faucet open during the time away. They should also turn off the water heater. Owners/tenants must also turn off the water source feeding a new leak as soon as the leak is discovered, and clean up any standing water, thus minimizing damage to association/owner property.

## **PETS**

22. Only one (1) pet shall be allowed per unit, the weight of which must not to exceed 20 pounds at maturity.
23. Pets normally classified as a species of "wild animal" (non-domesticated, such as raccoons, weasels, snakes, rats, etc.) shall not be allowed.
24. Pets are not permitted in the clubhouse or within the enclosed pool area.
25. When pets are outside their units, owners must have a leash in hand with the other end of the leash attached to their pets. All pets must be walked in the dog walk area or off condominium property.
26. Pets must be kept inside the unit while the owner is away. No pet shall be permitted access to or be kept on balconies or patios during owner absence. This includes birds.
27. Excretion by pets is allowed only in the grass area next to US Hwy1 designated as the dog walk area (marked by signs), but not next to the sidewalk. Take pets into dog walk area, NOT infringe areas. Please pick up droppings.
28. Any pet that is determined by the Board of Directors to be a nuisance, must be removed from the unit and condominium property within 24 hours of notice.

## **VEHICLES AND PARKING**

29. Except for tradesmen on a call, vehicles actively loading or unloading passengers and/or freight, construction/repair vehicles containing equipment/supplies used throughout the day, and heavy or specialized equipment used in conjunction with repairs/construction on any part of Marina Bay, the operation and parking of vehicles on the condominium property is limited to enclosed passenger cars, and mini (no larger than 17 feet long and 6 feet high) passenger vans only, these must be non-commercial and unmarked.
30. Due to limited parking at Marina Bay, drivers of commercial vehicles not being used must park adjacent to our property. There's additional off-site parking on Marina Drive, on the east side of our property.

31. Other than the above exceptions, no trucks are allowed at Marina Bay.
32. No motorcycles are allowed at Marina Bay.
33. Only one (1) vehicle per unit occupant who is a licensed driver is permitted. In no case however, shall the number of vehicles per unit exceed two (2) for a two-bedroom unit, or three (3) for a three-bedroom unit.
34. All residents must utilize their assigned parking spot before parking additional vehicles in guest spots. Residents with only one vehicle must park in their assigned parking spot. Vehicles displaying a current Handicap Placard, residents loading/unloading goods, or residents having been granted a temporary exception by the manager on a case by case basis, may park as needed in a guest spot. Temporary exceptions will be at the manager's discretion and a special parking permit shall be issued for such exceptions. Any resident receiving a temporary parking exception must offer his assigned parking space as guest parking for the duration of the temporary exemption, the goal being to maintain a constant number of available guest parking spaces. The parking space assigned to a particular unit is a limited common element appurtenant to that unit. Thus, the owner of the Unit must consent in writing to temporarily give up his/her designated space while temporarily using the guest space.
35. Numbered parking spaces are assigned to a unit for use of the residents of that associated unit. Informal agreements between residents and/or tenants to temporarily use or swap assigned parking spaces are acceptable. The manager must be notified in writing of such an agreement. Informal agreements must automatically terminate upon the sale or other transfer of one of the Units.

#### Parking Identification Rule

All residents wishing to park a vehicle on Marina Bay property, must display a Marina Bay parking identification sticker on that vehicle. Red stickers will be issued to tenants, blue stickers will be issued to owners. Identification stickers must be affixed to the windshield, lower right side (the passenger side) of the vehicle, and must be clearly visible from the outside.

The property manager will issue parking ID stickers, one for each licensed resident driver, up to two for a two-bedroom unit, and three for a three-bedroom unit. Identification parking stickers are not transferrable.

#### Guest Parking Space Rules

All non-resident vehicles parking on Marina Bay property overnight or longer, must display a guest parking form clearly visible through the front windshield. This form is to be filled out by the associated unit owner or unit resident, and can be obtained from the manager. Residents with more than one vehicle may park their second vehicle in a guest parking space as long as it displays a current Marina Bay parking identification sticker on the windshield. Guest vehicles may park in assigned numbered spaces with owner's permission, while displaying a guest parking pass.

Work vehicles belonging to personnel working at Marina Bay are exempt from these requirements.

#### Violation of Parking Rules

Any vehicle which incurs two (2) violations of any parking rule in any one calendar year shall be subject to towing. Any vehicle parked in a fire zone or any other prohibited zone, will be subject to immediate towing.

36. Any vehicles parked in the "No Parking" areas, double parked, or parked as to block the Fire Lanes or flow of traffic, will be towed away at the vehicle owner's expense. The speed limit is ten (10) miles per hour on all condominium property roadways and parking areas.
37. Vehicle storage for any length of time is permitted only in an owner's assigned numbered space. No vehicle storage will be allowed in the "guest" parking spaces. All vehicles must be properly licensed, in safe driving condition, and must not look abandoned. Storage of one vehicle does not permit more than one vehicle per licensed driver.

38. Inoperable vehicles or vehicles in disreputable condition (as determined by the Board of Directors), are not permitted to be parked or stored on the property and will be towed away at the vehicle owner's expense. No oil changing or mechanical work is allowed.
39. There shall be no lewd or offensive signs or bumper stickers displayed on any vehicle at any time while it is parked anywhere on Marina Bay grounds, nor should there be any "For Sale" signs displayed on or in any vehicle while it is parked on Marina Bay grounds.
40. Vehicles are to be parked in forward so that the license plate is visible at all times, no backing in to parking spaces.
41. All vehicles leaking gas or oil must be repaired immediately as this destroys the asphalt. Owners will pay for damage.

## **STORAGE**

42. Storage rooms are available in the 1030 building and contain storage lockers on the basis of one (1) assigned storage locker per unit. All lockers are numbered with the unit number. **Unit owners MUST use only their ASSIGNED locker.**
43. Nothing is to be stored outside of an individual unit or outside of a locker in the storage room.
44. Anything left in the hallways, walkways, or other non-storage areas, will be disposed of by Management.
45. Upon **VACATING** their unit, owners/tenants **MUST** remove stored contents. The Association reserves the right to discard remaining items after 14 days following a reasonable attempt by the Association and/or Management Company within that time, to notify former owners/tenants.
42. Except as provided for in the case of vehicles in Rule #30, nothing is to be stored anywhere on the common grounds of the condominium property.

## **POOL AND POOL AREAS**

43. Pool hours are from 8:00a.m. to dusk daily.
44. The use of the pool is limited to residents and their guests.
45. Glass containers are not permitted in the enclosed pool area or adjacent lawn areas.
46. All persons using the pool, do so at their own risk. Neither unit owners, management, the Condominium Association, nor offices or directors thereof, assume any responsibility for accidents or injuries sustained there at. There is no lifeguard on duty.
47. A cover-up and footwear are required to be worn in the elevators, lobbies, clubhouse, and elsewhere on the common property, and while moving to and from the pool area.
48. Persons with infectious health conditions or open skin abrasions are not permitted in the pool.
49. Removal of all suntan lotions and oils is required before entering the pool. If sunbathing using lotions or oils, place a towel or other covering on a chair or lounge before using same.
50. Chairs and lounges are not to be taken outside of the enclosed pool area or onto the raised walkway surrounding the pool.
51. Leaving a towel on a chair or lounge in an effort to reserve it while you leave the pool is not permitted.
52. All persons must be dry before entering any common areas of any building.
53. Children under the age of fourteen (14) are not permitted in the enclosed pool area without having an adult present who is supervising the child. A child using the pool must be completely toilet-trained and not wearing diapers.
54. Rafts and other inflatables, diving gear, fishing rods, bicycles, tricycles or other "toys", are not permitted in the pool or enclosed pool area.
55. The use of radios or other similar sound equipment in the pool area will be allowed only at such a volume of sound as to not disturb other persons.
56. **THE ASSOCIATION MAY DENY THE USE OF THE POOL TO ANYONE AT ANYTIME.**

## CLUBHOUSE

57. The clubhouse is available for use of 8:00a.m. to 10:00p.m. daily.
58. The clubhouse will normally be kept locked, but an access key will be issued to each unit for the use during open hours.
59. No bathing suits or bare feet are permitted in the clubhouse. When using the restrooms, bathing suits with footwear is acceptable.
60. No children under the age of sixteen (16) are permitted in the building without an adult present who is supervising the child.
61. Persons who use the building are requested to be considerate of others, particularly in regards to boisterous activities and ensuring the cleanliness of the facilities. Pick-up, straighten-up and clean-up before leaving the building. Make sure the doors are locked and the lights, air conditioning, and kitchen appliances, are turned off as you depart.

The clubhouse may be reserved by owners and tenants ONLY. This rental does not include reserving the pool or pool patio area. You may use the picnic tables and the area behind to the clubhouse, but may not use the pool at that time:

To reserve the clubhouse for private use:

  - a. Fill out a Clubhouse Reservation Application obtained from the Management Company.
  - b. **Tenant Fees**

Deposit of \$100.00, check payable to: Marina Bay COA, Inc. Deposit will be refunded upon inspection of the Club House to ensure that it has been left clean and orderly and all rules have been complied with.

A non-refundable reservation fee of \$100.00 for the first 4 hours and \$25.00 for each additional hour thereafter. Check payable to: Marina Bay Condominium Association, Inc
  - c. **Owner Fees**

Deposit of \$100.00 check payable to: Marina Bay COA, Inc. Deposit will be refunded upon inspection of the Club House to ensure that it has been left clean and orderly and all rules have been complied with.

A non-refundable reservation fee of \$25.00 for the first 4 hours and \$25.00 for each additional hour. Check payable to: Marina Bay Condominium Association, Inc.
62. THE ASSOCIATION MAY DENY THE USE OF THE CLUBHOUSE TO ANYONE AT ANYTIME.