

# Marina Bay Condominium Association, Inc.

c/o Sea Breeze Community Management Services, Inc.

4227 Northlake Boulevard

Palm Beach Gardens, FL. 33410

Phone: (561) 626-0917 Fax: (561) 626-7143

**www.seabreezecms.com**

## **Sale & Rental Application Package** (Updated 3/2020)

Information is required on all applicants. Complete items 1-13. Submit a minimum of 30 days prior to closing or lease start date. Screening Interview Required. No Move Ins allowed until a signed Certificate of Approval has been issued by Marina Bay Condominium Association, Inc. **Old application packages will not be accepted.**

**MAIL OR DROP OFF APPLICATION PACKAGE AT OUR OFFICE**

**FAXED COPIES WILL NOT BE ACCEPTED**

**If copies needed a charge of 25 cents per page is required**

**Please do not staple application together.**

- \_\_\_\_ 1. Current information (all information must be completed). (pg. 3-6)
- \_\_\_\_ 2. Complete Pet Registration Form. Attach a picture and provide proof from your veterinary that your pet's weight at full maturity will be under 20lbs. Dog will need to be brought in person to screening meeting. (pg 7)
- \_\_\_\_ 3. Residential Screening Request & Disclosure & Authorization Agreement to be completed by all ADULTS (18 and over) renting or residing in unit.  
**Purchase - Background check only (pg. 8-9) Rental - Credit and Background check (pg 10-11)**
- \_\_\_\_ 4. Rental Only: Addendum to lease to be completed by owner(s) and tenant(s). (pg. 12 & 13)
- \_\_\_\_ 5. Each applicant must sign acknowledgement of the Rules and Regulations. (pg. 14-21)
- \_\_\_\_ 6. Purchase - Buyer(s): Sign and notarized Certificate of Approval. We need the original Certificate of Approval as it is needed for closing. (pg. 22)  
Rental - Tenant(s) sign Certificate of Approval. (pg. 23)
- \_\_\_\_ 7. Provide the association with a copy of the signed sales or rental contract. If leasing, make sure to note within the lease contract if tenant(s) have access to storage locker, if this is not noted in the contract the tenant(s) will NOT have access to the storage locker.
- \_\_\_\_ 8. Provide a copy of registration and proof of insurance for each vehicle.
- \_\_\_\_ 9. Provide a picture ID for each adult 18 and over. (Legible copy of driver's license or passport).
- \_\_\_\_ 10. Rental Only: The homeowner must be update with the account. If the homeowner's account is delinquent in any monetary obligations to the Association the Board will not approve the lease.
- \_\_\_\_ 11. **\$100.00 per adult (18 and older), or married couple**, representing a non-refundable application fee. Make payable to Sea Breeze CMS, Inc. **MONEY ORDER OR CASHIER'S CHECK ONLY.**
- \_\_\_\_ 12. Out of the country applicants are subject to completing additional paperwork as determined by our screening company. Please contact our office prior to submitting the application to obtain additional paperwork.
- \_\_\_\_ 13. Application must be completely filled out, if not, application will be returned unapproved. All applicants must meet with the Screening Committee for approval. **It is critical for the interview that the applicant(s) must speak and read English or you must bring an interpreter with you.**

**NO MOVING IN OR OUT ON SATURDAY, SUNDAY OR HOLIDAYS**

**NO MOVING IN OR OUT BEFORE 8:00 am OR AFTER 5:00 pm.**

## Application Criteria

An applicant may not be approved based on one or more of the following:

1. Application not completed in full
2. False information provided in application
3. Background reports
4. Rental Only: At least one lessee/applicant must have a FICO score of 700 or greater
5. Rental Only: Lease term is established for less than six (6) months
6. Vehicle limitations: Enclosed passenger cars, and mini (no larger than 17 feet long or 6 feet high) passenger vans only. **NO TRUCKS, NO MOTORCYCLES.** Vehicles must be non-commercial and unmarked
7. 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
8. All vehicles must be properly licensed, in safe driving condition and must not look abandoned
9. No more than two unrelated persons living 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
10. There is more than one (1) pet
11. Pet exceeds maximum weight limit of 20 lbs.
12. No PODS allowed at Marina Bay
13. **Owners may not rent their unit until ownership of one (1) year**

North Palm Beach Code Sec. 18-34. - Parking restricted.

(a) Between the hours of 2:00 a.m. and 6:00 a.m. on streets where no curbing is provided, the parking of a vehicle shall not usurp more than twelve (12) inches of the paved portion of the street.

(b) No person shall leave any truck, trailer, boat or any vehicle of a similar type parked upon any public street or highway within the village between the hours of 12:30 a.m. and 6:00 a.m.

(c) No truck with a payload or carrying capacity (truck model rating) in excess of one-ton shall be parked upon a public street or highway inclusive of swale area within the village; provided, however, commercial vehicles making deliveries or pickups or otherwise servicing residential, commercial or industrial property within the village shall have the right, if necessary, to temporarily park in such areas during normal business hours.

(d) No truck with a payload or carrying capacity (truck model rating) in excess of one-ton shall be parked at any time upon private property within the village unless such truck is being utilized as part of an existing business on the private property; provided, however, commercial vehicles making deliveries or pickups or otherwise servicing residential, commercial or industrial property within the village shall have the right, if necessary to temporarily park upon private property during normal business hours.

(Code 1970, §§ 24-70, 39-24; Ord. No. 4-81, § 2, 3-26-81; Ord. No. 07-2005, § 1, 5-26-05; Ord. No. 15-2005, §§ 1, 2, 7-14-05; Ord. No. 2007-19, §§ 2, 7, 12-13-07)

**Editor's note**— Ord. No. 2007-19, § 7, adopted Dec. 13, 2007, stated the following: "This Ordinance shall take effect on June 16, 2008".

**MARINA BAY CONDOMINIUM ASSOCIATION**  
**RESIDENCY APPLICATION**

PLEASE PRINT

APPLICATION TO: {    } Purchase or {    } Lease *check one*

Date: \_\_\_\_\_ Unit#: \_\_\_\_\_ Parking space: \_\_\_\_\_

Owner Name: \_\_\_\_\_

Applicant's name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail \_\_\_\_\_

Co-Applicant's Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

**OCCUPANTS**

Number of Adults: \_\_\_\_\_

Number and Ages of Children: \_\_\_\_\_

Have you lived in Marina Bay before? {    } Yes or {    } No

In case of emergency, notify: \_\_\_\_\_ Phone number: \_\_\_\_\_

**PRESENT ADDRESS**

Street: \_\_\_\_\_ Apt#: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Landlord/Mortgage Company: \_\_\_\_\_

Phone number: \_\_\_\_\_

**RESIDENCY PREVIOUS ADDRESS**

Street: \_\_\_\_\_ Apt#: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Landlord/Mortgage Company: \_\_\_\_\_

Phone number: \_\_\_\_\_

**CURRENT EMPLOYER (APPLICANT)**

Employer name \_\_\_\_\_

Street: \_\_\_\_\_ Apt#: \_\_\_\_\_

City \_\_\_\_\_ State: \_\_\_\_\_ Zip code \_\_\_\_\_

Length of employment: \_\_\_\_\_ Position: \_\_\_\_\_ Salary: \_\_\_\_\_

**PREVIOUS EMPLOYER (APPLICANT)**

Street: \_\_\_\_\_ Apt#: \_\_\_\_\_

City \_\_\_\_\_ State: \_\_\_\_\_ Zip code \_\_\_\_\_

Length of employment: \_\_\_\_\_ Position: \_\_\_\_\_ Salary: \_\_\_\_\_

**CURRENT EMPLOYER (CO-APPLICANT)**

Street: \_\_\_\_\_ Apt#: \_\_\_\_\_

City \_\_\_\_\_ State: \_\_\_\_\_ Zip code \_\_\_\_\_

Length of employment: \_\_\_\_\_ Position: \_\_\_\_\_ Salary: \_\_\_\_\_

**PREVIOUS EMPLOYER (CO-APPLICANT)**

Street: \_\_\_\_\_ Apt#: \_\_\_\_\_

City \_\_\_\_\_ State: \_\_\_\_\_ Zip code \_\_\_\_\_

Length of employment: \_\_\_\_\_ Position: \_\_\_\_\_ Salary: \_\_\_\_\_

**BANK INFORMATION (APPLICANT)**

Bank Name: \_\_\_\_\_ Contact: \_\_\_\_\_

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

Street: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Checking account #: \_\_\_\_\_ Opening date: \_\_\_\_\_

Savings account #: \_\_\_\_\_ Opening date: \_\_\_\_\_

**REFERENCES**

1) Name: \_\_\_\_\_ Home # \_\_\_\_\_ Work # \_\_\_\_\_

Street: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

2) Name: \_\_\_\_\_ Home # \_\_\_\_\_ Work # \_\_\_\_\_

Street: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**AUTOMOBILE INFORMATION**

Number of cars: \_\_\_\_\_

Driver License #: \_\_\_\_\_ Expiration Date \_\_\_\_\_

Driver License #: \_\_\_\_\_ Expiration Date \_\_\_\_\_

Driver License #: \_\_\_\_\_ Expiration Date \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

Tag # \_\_\_\_\_ State: \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

Tag # \_\_\_\_\_ State: \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

Tag # \_\_\_\_\_ State: \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

Tag # \_\_\_\_\_ State: \_\_\_\_\_

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Written Consent to Receive Official Notices by Electronic Transmission

I, \_\_\_\_\_, as an owner of the following property  
*(print name)*

Community Name: Marina Bay COA, Inc.

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

and on behalf of all the owners of the property hereby provide Written Consent to receive all Official Notices from the Association by Electronic Transmission to the following email address.

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

NOTE: I understand that I am responsible to ensure such Electronic Transmissions are not blocked by a spam filter or other type of filter. I further understand that notwithstanding such opt-in the Association may, from time to time, still provide notices to me via U.S. mail at my official mailing address maintained with the Association.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# Pet Registration Form

Fill in the blanks. Attach a recent picture of each pet. Sign and date acknowledgement

Unit Owner or Resident Name: \_\_\_\_\_

Unit # \_\_\_\_\_ Address \_\_\_\_\_ Phone # \_\_\_\_\_

Type of pets; (Please circle) Dog Cat Bird Other (specify) \_\_\_\_\_

Veterinarian's Name \_\_\_\_\_ Veterinarian's Phone # \_\_\_\_\_

Provide proof from your vet that your pet's weight at full maturity will be under 20lbs. Dog will need to be brought in person to screening meeting.

1) Pet Name \_\_\_\_\_ Pet Age \_\_\_\_\_ Pet Current Weight \_\_\_\_\_

Pet license/ Tag Number \_\_\_\_\_ Breed: \_\_\_\_\_

Please attach recent photo of pet here



Please list pet's rabies shot record below

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

I am aware of the association's rules, regulations and restrictions regarding pets on property and agree to abide by them.

Unit/ Pet Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_

PLEASE RETURN COMPLETED FORM WITH PHOTO(S) TO THE OFFICE

Marina Bay /Ref# \_\_\_\_\_

## **RESIDENTIAL SCREENING REQUEST**

### **Purchase-Background Check ONLY**

First: \_\_\_\_\_ Middle: \_\_\_\_\_ Last: \_\_\_\_\_

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

City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_

SSN: \_\_\_\_\_ DOB (MM/DD/YYYY): \_\_\_\_\_

Tel#: \_\_\_\_\_ Cell#: \_\_\_\_\_

### **Current Employer**

Company: \_\_\_\_\_ N/A \_\_\_\_\_ Tel#: \_\_\_\_\_ N/A \_\_\_\_\_

Supervisor: \_\_\_\_\_ N/A \_\_\_\_\_ Salary: \_\_\_\_\_ N/A \_\_\_\_\_

Employed From: \_\_\_\_\_ N/A \_\_\_\_\_ Title: \_\_\_\_\_ N/A \_\_\_\_\_

### **Current Landlord**

Company: \_\_\_\_\_ N/A \_\_\_\_\_ Tel#: \_\_\_\_\_ N/A \_\_\_\_\_

Landlord: \_\_\_\_\_ N/A \_\_\_\_\_ Rent: \_\_\_\_\_ N/A \_\_\_\_\_

Rented From: \_\_\_\_\_ N/A \_\_\_\_\_ To: \_\_\_\_\_ N/A \_\_\_\_\_

*I have read and signed the Disclosure and Authorization Agreement.*

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_



DISCLOSURE AND AUTHORIZATION AGREEMENT  
REGARDING CONSUMER REPORTS

**DISCLOSURE**

A consumer report and/or investigative consumer report including information concerning your character, employment history, general reputation, personal characteristics, criminal record, education, qualifications, motor vehicle record, mode of living, credit and/or indebtedness may be obtained in connection with your application for residence.

**AUTHORIZATION**

You hereby authorize and request, without any reservation, any present or former employer, school, police department, financial institution, division of motor vehicles, consumer reporting agency, or other persons or agencies having knowledge about you to furnish AmeriCheckUSA with any and all background information in their possession regarding you, in order that your residence qualifications may be evaluated. You also agree that a fax or photocopy of this authorization with your signature be accepted with the same authority as the original.

**READ, ACKNOWLEDGED AND AUTHORIZED**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

For California, Minnesota or Oklahoma applicants only, if you would like to receive a copy of the report, if one is obtained, please check the box.

Marina Bay /Ref# \_\_\_\_\_

**RESIDENTIAL SCREENING REQUEST**

**Rental-Background and Credit Check**

First: \_\_\_\_\_ Middle: \_\_\_\_\_ Last: \_\_\_\_\_

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

City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_

SSN: \_\_\_\_\_ DOB (MM/DD/YYYY): \_\_\_\_\_

Tel#: \_\_\_\_\_ Cell#: \_\_\_\_\_

**Current Employer**

Company: \_\_\_\_\_ N/A \_\_\_\_\_ Tel#: \_\_\_\_\_ N/A \_\_\_\_\_

Supervisor: \_\_\_\_\_ N/A \_\_\_\_\_ Salary: \_\_\_\_\_

Employed From: \_\_\_\_\_ N/A \_\_\_\_\_ Title: \_\_\_\_\_ N/A \_\_\_\_\_

**Current Landlord**

Company: \_\_\_\_\_ N/A \_\_\_\_\_ Tel#: \_\_\_\_\_ N/A \_\_\_\_\_

Landlord: \_\_\_\_\_ N/A \_\_\_\_\_ Rent: \_\_\_\_\_ N/A \_\_\_\_\_

Rented From: \_\_\_\_\_ N/A \_\_\_\_\_ To: \_\_\_\_\_ N/A \_\_\_\_\_

*I have read and signed the Disclosure and Authorization Agreement.*

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

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**AUTHORIZATION**

You hereby authorize and request, without any reservation, any present or former employer, school, police department, financial institution, division of motor vehicles, consumer reporting agency, or other persons or agencies having knowledge about you to furnish AmeriCheckUSA with any and all background information in their possession regarding you, in order that your residence qualifications may be evaluated. You also agree that a fax or photocopy of this authorization with your signature be accepted with the same authority as the original.

**READ, ACKNOWLEDGED AND AUTHORIZED**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

For California, Minnesota or Oklahoma applicants only, if you would like to receive a copy of the report, if one is obtained, please check the box.

**ADDENDUM TO LEASE**

Fill in the blanks. Both landlord(s) and tenant(s) must print name and sign. A witness to both the landlord(s) and tenant(s) signature is required, witness must print name and sign.

THIS ADDENDUM is made between \_\_\_\_\_ (“Landlord”) and \_\_\_\_\_ (“Tenant(s)”) effective this \_\_\_\_\_ day \_\_\_\_\_ 20\_\_\_\_\_ and is intended to and shall supplement, amend and modify that certain Lease dated \_\_\_\_\_ regarding Unit \_\_\_\_\_, in the following respects:

1. Tenant(s) are subject to and shall abide by all covenants and restrictions and rules and regulations set forth in the Declaration of Covenants, Conditions and Restrictions for Marina Bay COA Inc. If the tenant(s) fails to comply with the rules and regulations the association has the right to evict the tenant(s).

2. In the event the landlord/owner becomes delinquent in payment of assessments (regular or special) or other charges to the Association, the Association may notify the tenant. Upon such notification the tenant shall be obligated to pay the rent required under the lease to the Association, until all delinquent assessments and other charges have been paid in full. During the period of time the tenant is paying the rent to the Association, the Landlord shall not seek to evict the tenant for non-payment of rent.

Witness:

LANDLORD(S)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Witness:

TENANTS(S)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

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ADDENDUM TO LEASE

I/We \_\_\_\_\_ (“Owner(s)”) and I/We \_\_\_\_\_ (“Tenant(s)”), are parties to the lease agreement dated \_\_\_\_\_ (20\_\_\_\_) (“Lease”) with respect to the leasing of Unit No. \_\_\_\_\_, located at 1030-1036 US Highway 1, North Palm Beach FL, 33408. The parties agree to amend the lease to include the following additional provisions as follows:

- 1) Residents and all residents’ guests must comply with the Condominium Association’s “Rules and Regulations”. The Condominium Association’s Rules and Regulation, Declaration of Condominium, Articles of Incorporation, and Bylaws (hereinafter “governing documents”) are incorporated into and made a part of this lease pursuant to Florida Statute 718.303. In the event of a conflict between the lease, other addenda and the Condominium Association’s governing documents, the Condominium Association’s governing documents shall supersede and govern. The Condominium Association shall have the right to terminate the lease upon default by tenant in observing any of the provisions of Condominium Association’s governing documents.
- 2) Pursuant to Florida Statute 718.116(11), the Condominium Association shall have the right to collect all rental payments due to Owner and to apply the same against unpaid assessments if, and to the extent that, Owner is in default in the payment of assessments to the Condominium Association.
- 3) In the event of any conflict or ambiguity between this Addendum and the lease, this Addendum shall control and supersede the lease. Further, the undersigned agree that the Condominium Association shall have the right and authority to contact the delinquent Owner’s tenant for purposes of collection of such rental payment pursuant to this Addendum.

\_\_\_\_\_  
Owner Name (Print)

\_\_\_\_\_  
Lessee Name (Print)

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

\_\_\_\_\_  
Lessee (Signature) (Date)

\_\_\_\_\_  
Co-Owner Name (Print)

\_\_\_\_\_  
Co-Lessee Name (Print)

\_\_\_\_\_  
Co-Owner (Signature) (Date)

\_\_\_\_\_  
Co-Lessee (Signature) (Date)

## CONTRACTORS AND SERVICES PERSONNEL

(Updated May 2019)

Welcome to Marina Bay,

To avoid any misunderstanding, the following is offered for your information. Anyone working on the property should abide by these requests.

1. Workers may come to the property between the hours of 8:30 a.m. – 5:00 p.m. Monday through Friday (Not on Saturday, Sundays, or Holidays). **WORKER'S SHOULD NOT USE THE BELLMAN'S CART.**
2. Should boxes, hand trucks, tools, etc. be required, notify the manager so protective padding may be put in the elevator. The elevator pads will be removed at 4:30p.m. Any larger items or debris that need to be taken back down to vehicles should be done by 4:00p.m.
3. Jack hammers are strictly prohibited from being used in units at Marina Bay, only a 20lb chipper or smaller can be used for tile removal etc. Try to keep noise to a minimum.
4. Work vans or trucks may park in the main parking lot while loading and/or unloading, these vehicles should then park on the street behind the complex (outside of Marina Bay's parking lot).
5. Do not cut, drill, or penetrate the concrete slab or ceilings. Smoking {should the owner permit} should be done inside the unit or off Marina Bay property.
6. Noisy construction (hammering, drilling, etc.) is not permitted before 9:00 a.m., or after 5:00 p.m. Radios/sound devices should be at low volume.
7. All excess material/debris must be removed from the property. Do not use the Association's dumpsters for the debris. No materials should be stored or left on common property. There should be no work done on the walkways, it must be done inside the unit or on the balcony. Nothing should be thrown off a balcony or walkway. Do not use the hose in the trash room to wash out the grout, paint or spackle buckets. Be careful to not damage common property.
8. Workers must be fully clothed, shirt and shoes required.
9. 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.

Due to limited parking at Marina Bay, drivers of commercial vehicles not being used as described above, must park adjacent to our property. There's additional offsite parking on Marina Drive, on the east side of our property.

Other than the above exceptions, no trucks are allowed at Marina Bay.

# MARINA BAY CONDOMINIUM ASSOCIATION

## HOUSE RULES AND PROCEDURES (Updated 6/20/2019)

Bylaws, Article XII, Administrative Rules and Regulations

The Board of Directors may, from time to time, adopt rules and regulations governing the details of the operation and use of the common elements, and such other rules and restrictions as are designed to prevent unreasonable interference with the use of the common elements, and such other rules and restrictions as are designed to prevent unreasonable interference with the use of the units, limited common elements, and common elements by the members and all members shall abide thereby, provided that said rules and regulations shall be equally applicable to all members, and uniform in their application and effect.

Those restrictions appearing in the articles of the Condominium Declaration entitled “Purpose and Use Restrictions” are declared to be house rules and regulations”

These rules have been compiled by past and present Marina Bay Board of Directors. It is regrettable that so many rules are required, but community living makes them necessary. It is the hope that these rules will be voluntarily complied with. All rules will be enforced by the property manager, who is backed by the Board of Directors.

No owner, tenant or guest shall direct or reprimand any employee of the building or any tradesman working under the direction of the property manager. Any problems should instead be reported to our manager.

All owners, tenants and guests are urged to read and abide by them.

**The hours for moving in or out, and deliveries, are Monday through Friday from 9 a.m. to 5 p.m. No moving or deliveries on Saturdays, Sundays, or Holidays. NO EXCEPTIONS!!**

**Elevator pads must be installed for all moving and deliveries. Please notify management at least one business day in advance so pads may be installed.**

**Pods and similar storage devices are not allowed on Marina Bay Property at any time.**

**Driveways must not be blocked at any time per order of the North Palm Beach Fire Department.**

# 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.

**I HAVE READ THESE GENERAL RULES OF THE MARINA BAY CONDOMINIUM ASSOCIATION, INC. AND AGREE TO ABIDE BY THESE RULES AND ANY CHANGES THERETO.**

Signed \_\_\_\_\_ Unit # \_\_\_\_\_ Date \_\_\_\_\_

Signed \_\_\_\_\_ Unit # \_\_\_\_\_ Date \_\_\_\_\_

**SCREENING COMMITTEE:** Does applicant have a set of rules? { } Yes { } No  
Does purchaser have Condo Docs? { } Yes { } No  
Recommendation for approval? { } Yes { } No  
Leasing: Are the dues up to date? { } Yes { } No  
As of date: \_\_\_\_\_

Comments: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Marina Bay Condominium Association, Inc.**

c/o Sea Breeze Community Management Services, Inc.

4227 Northlake Boulevard

Palm Beach Gardens, FL. 33410

Phone: (561) 626-0917 Fax: (561) 626-7143

**www.seabreezecms.com**

**CERTIFICATE OF APPROVAL FOR SALE**

The undersigned authorized representative of **Marina Bay COA, Inc.** hereby certifies that the proposed conveyance of the following unit has been approved as written below:

Unit Number: \_\_\_\_\_ Unit Address: \_\_\_\_\_

Owner(s): \_\_\_\_\_

Buyer(s): \_\_\_\_\_

The above Buyer(s) as evidenced by Buyer(s) signature(s) below hereby acknowledge receipt of the Declaration of Covenants, Articles of Incorporation, By-Laws, Rules and Regulations and any amendments to the documents for the Association and agrees to be bound by said documents. Upon closing of the unit, Buyer(s) understands that it is the responsibility of the Buyer(s) to furnish the Association with a recorded copy of the deed of conveyance indicating the Buyer(s) mailing address for all future assessments and correspondence from the Association.

\_\_\_\_\_  
Buyer(s) Printed Name

\_\_\_\_\_  
Buyer(s) Printed Name

\_\_\_\_\_  
Buyer(s) Signature

\_\_\_\_\_  
Buyer(s) Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

STATE OF FLORIDA COUNTY OF PALM BEACH

The foregoing instrument was sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, By: \_\_\_\_\_ who is personally known to me or who has produced a valid Florida driver's license as identification.

Notary Signature & Stamp:  
  
\_\_\_\_\_

This is to certify that the above-named Buyer(s) have complied with the above statements and thereby obtained the approval **Marina Bay COA Inc.**

By: \_\_\_\_\_ As: \_\_\_\_\_ Date: \_\_\_\_\_

Signed on behalf of the Board of Director

**Marina Bay Condominium Association, Inc.**

c/o Sea Breeze Community Management Services, Inc.

4227 Northlake Boulevard

Palm Beach Gardens, FL. 33410

Phone: (561) 626-0917 Fax: (561) 626-7143

**www.seabreezecms.com**

**CERTIFICATE OF APPROVAL FOR LEASE**

The undersigned authorized representative **Marina Bay COA, Inc.** hereby certifies that the proposed conveyance of the following unit has been approved as written below:

Unit Number: \_\_\_\_\_ Unit Address: \_\_\_\_\_

Owner(s): \_\_\_\_\_

Tenant(s): \_\_\_\_\_

The above Tenant(s) as evidenced by Tenant(s) signature(s) below hereby acknowledge receipt of the Rules and Regulations for Association and agree and understand that condition of approval is adherence to all the Community rules. Failure to abide by the rules and regulations for the Association will result in non-renewal of lease approval and possible eviction from the unit.

\_\_\_\_\_  
Tenant(s) Printed Name

\_\_\_\_\_  
Tenant(s) Printed Name

\_\_\_\_\_  
Tenant(s) Signature

\_\_\_\_\_  
Tenant(s) Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

This is to certify that the above-named Tenant(s) have complied with the above statements and hereby obtain the approval of **Marina Bay COA Inc.**

By: \_\_\_\_\_ As: \_\_\_\_\_ Date: \_\_\_\_\_  
Signed on behalf of the Board of Directors