



# MARINA BAY CLUB

RULES, REGULATIONS AND GUIDELINES

For Owners, Lessees and Guests

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# INTRODUCTION

To All Owners:

This document contains practical guidelines for the safety and well-being of all owners, lessees and guests, the appropriate use of community facilities, and the effective and efficient maintenance of Marina Bay Club property. All persons residing at Marina Bay Club must acquaint themselves, their families and their guests with the contents of this document.

These Rules, Regulations & Guidelines are based upon and supplement, the Declaration of Condominium, the Articles of Incorporation, and the By-Laws for the Marina Bay Club Condominium Association, and Florida Statute Chapter 718. If there is a conflict between this document and the Marina Bay Club documents, the Marina Bay Club documents will supersede.

According to FL Statute, and the Association's By-Laws, the Board of Directors is empowered to enforce these rules and regulations as detailed in the Compliance and Enforcement section contained in this document.

The Board of Directors appreciates your respectful attention and adherence to these Rules and Regulations.

(Adopted by the Marina Bay Club Board of Directors at their regular meeting November 18, 2021)

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## RESIDENT DEFINITIONS

- 1.1 **OWNER:** An owner is the person(s), business or trust which holds legal title to a condominium unit at Marina Bay Club.
- 1.2 **LESSEE:** A Lessee (sometimes referred to as a Renter) is the person(s) holding a valid Association approved lease from an Owner for a Marina Bay Club condominium unit.
- 1.3 **GUEST:** Guests are persons who are on the premises of Marina Bay Club at the invitation of an owner or lessee.
  - a. **DAY GUESTS:** Day guests are persons who are present for less than 24 hours and do not stay overnight. While using any MBC facilities day guests must be accompanied by their Owner or Lessee. Day guests are not required to register with the Association.
  - b. **HOUSE GUEST:** House guests are persons who stay at a Unit along with the host Owner or Lessee for at least 24 hours and may remain as a house guest for up to 15 days. House guests who remain for more than 48 hours must be registered at the office by the Owner or Lessee. This is required in case of emergency for safety of all persons in the event of a building emergency.
  - c. **GUEST-ONP (Owner Not Present):** Guests-ONP are person(s) authorized by an Owner to occupy the Unit while the owner is absent. Owners shall not charge Guests-ONP rent or fees of any type. Guests-ONP who remain beyond the allowed terms specified in Section 2.2, are considered to be lessees and must be appropriately registered as such with the Association.
- 1.4 **CONDOMINIUM UNIT:** A unit is the interior private living area of the individual, owner held, condominium property. A unit does not include common elements or limited common elements such as entrance balconies, sidewalks, lawns, swimming pool, spa, clubhouse, parking spaces, streets, stairs, sidewalks, carports, etc.

## USE AND OCCUPANCY

- 2.1 **Leasing:** *(Full leasing regulations can be found in MBC Declaration of Condominium, Section 13)*
  - a. Only the lessee, his family members within the first degree of relationship by blood, adoption or marriage and their spouses and guests may occupy the unit. Term of the lease must be at least 90 days (3 months), and no unit may be leased more than three (3) times in any one calendar year. Maximum term of lease is 1 calendar year, or 12 consecutive months. No sub-leasing is permitted.
  - b. Owners intending to lease their unit(s) must provide to the Board a signed copy of the lease and a lease application (available from the MBC office) at least 20 days before the start of the proposed lease. A valid lease is a written lease agreement which has been signed by Owner and Lessee and has been subsequently approved by the Marina Bay Club Board of Directors.
  - c. A \$150.00 non-refundable processing fee must be submitted with all new (first time) leases.
  - d. The Board will respond with written approval or disapproval. If disapproved, the reason will be included in the notice of disapproval.

- e. In the event the Board becomes aware of any violations of these leasing procedures, including, but not limited to omitted or falsified information on the Application, the Board shall have the power to evict the lessee, or lessee/applicant, without securing consent for such evictions from the unit owner.
- f. The total number of occupants of a leased unit is limited to two (2) persons per bedroom. All occupants must be registered with the Manager. NO PETS are permitted in leased units.

**2.2 Guests – Owner Not Present (ONP)** *(Referenced from MBC Declaration of Condominium – Section 10.2)*

- a. Owners, during their own absence, may grant a Guest(s) free use of their unit only in accordance with the following:
  - i. Any one (1) person who is the parent, child, adult grandchild or sibling of the unit owner or the unit owner's spouse, if any, may occupy the unit in the absence of the owner for a period not to exceed (15) days. That person's spouse and children, if any, may accompany him/her. The total number of occasions for occupancy by all guests combined under this paragraph shall be limited to four (4) in one (1) calendar year, with a maximum aggregate total of sixty (60) days.
  - ii. House guests not included within (i) are permitted for only one (1) family occupancy in the unit owner's absence and then only with the proviso that the family and its guests consist of no more than four (4) persons. Such guests may stay only one (1) week and the total number of occasions for this type of guest occupancy in any unit shall be limited to two (2) in each calendar year.
  - iii. An owner desiring occupancy under (i) or (ii) above shall give notice to the Association as provided in the rules and regulations.
- b. The Owner must give the Association written notice of all guests residing in a unit when the owner is not present. A guest form is available on the website or from the Manager for this purpose. This form must be submitted 10 days before such use commences. Registration of guests is required in case of emergency and for the safety of everyone in the building. It also alerts the Manager to approved use of your unit in your absence.
- c. No such guest shall sublease the Unit or permit it to be used by any other guest.
- d. No owner permitting use of his/her unit by such guest shall be released or discharged from compliance with any of the responsibilities of a unit owner.
- e. Rights and responsibilities applicable to Lessees shall apply to Guests who have been granted free use of a unit by the unit Owner.
- f. Residents shall not allow or permit the use of their units in any manner which would be disturbing or be a nuisance to other residents, or in such a way as to be injurious to the reputation of Marina Bay Club.



## GENERAL

### 3.1 General Use of Units:

- a. The use of the Units shall be consistent with existing Law and with all provisions set forth in the prevailing Recorded Documents of the Association and shall not constitute a nuisance.
- b. No industry, business, trade, occupation, or profession of any kind, commercial, religious, educational or otherwise designed for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted in any Unit or in the Social Room. This restriction shall not be construed to prohibit any Owner from maintaining a personal or professional library, from keeping the owner's/lessee's personal or professional records in the Unit, or from handling the owner's/lessee's personal, business or professional telephone, virtual or written correspondence in and from the Unit. Those uses are expressly declared customarily incident to residential use.
- c. Nothing shall be done or kept in any Unit, or in the Limited Common or Common Areas, which would result either in the cancellation of or an increase in the rate of insurance on the building or the contents thereof; or which would be a violation of law.

### 3.2 Unit Owner Rules, Regulations and Basic Responsibilities:

- a. **Contact Information:** Every unit owner must provide his/her contact information to the Association (address, phone numbers, email addresses, etc.). A form is available on our website for this purpose. Unit owners have a responsibility to keep this information current.
- b. **Keys and Access to Units:**
  - i. The Association must retain a passkey to all residential units. No unit owner or occupant (including lessees and guests) shall alter any lock, nor install any new lock, without notice to the Board of Directors and the unit owner shall provide the Association with a key to the new or altered lock.
  - ii. The Association has an irrevocable right of access to the Units for the purposes of protecting, maintaining, repair and replacing the Common Elements or portions of a Unit to be maintained by the Association under the MBC Declaration of Condominium, and as necessary to prevent damage to one or more units. The exercise of the Association's rights of access to the Unit shall be accomplished with due respect to the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the Unit.
  - iii. Other than personnel specifically approved by the Board (presently the North Naples Fire Department and FPL), NO KEYS to the building should be given by an owner to any person other than to Residents (Lessees), Guests and/or listing Real Estate Agents.
  - iv. Unit Keys kept by the Association (and held by the Manager in the Association office) will not be released to anyone without written authorization from the owner. A form is available on the website for this purpose.

- c. **Storage Units:** Unit owner's, guest's or lessee's personal property that cannot be stored within the unit must be stored in the unit's assigned storage locker. Items such as boxes, spare parts, building materials, inflatable water equipment, bicycles, beach chairs, coolers, or other such items shall not be stored in parking spaces. Nothing may be placed in storage units which could create a fire hazard. The Association's designated storage space is not available for use by homeowners.
- d. **Windows/Window Coverings:** Windows must be dressed with acceptable coverings such as curtains, blinds or shutters. No towels, sheets or other non-window coverings are allowed.
- e. **Holiday Decorations:** All lights and decorations displayed in celebration or commemoration of publicly observed holidays must not disturb the peaceful enjoyment of adjacent owners by illuminating bedrooms, creating noise, or attracting sightseers. Christmas decorations should not be displayed before November 15<sup>th</sup> of any year. Other holiday decorations should not be displayed until two weeks before the holiday. All such holiday decorations should be removed no later than 30 days after the holiday has ended.
- f. **Television/Radio/Computer Equipment:** No radio, television, computer or other electrical equipment shall be permitted in any unit if it interferes with the television, or radio reception, or internet connection of another unit.
- g. **Water Shutoff:** Water in units must be turned off if the unit is vacant for an extended length of time. (beyond 48 hours.)
- h. **Severe Weather:** The unit owner is responsible for preparing the unit for protection against possible severe weather damage. If a unit owner is absent, he/she is responsible for securing an individual or service (such as a lessee, guest or home watch service) to institute measures that will protect the unit and its contents during periods of imminent storm danger. This is NOT the responsibility of the Property Manager or the management company.

### 3.3 Common Areas (Except Pool/Spa):

- a. **General Common Area Rules:**
  - i. Common Areas shall not be obstructed, littered, defaced, or misused in any manner and shall be kept free and clear of rubbish, debris and unsightly material. Repair and cost of destruction or damage caused to Common Areas by a unit owner, guest, lessee, or contractor or vendor serving a unit, shall be the expense of the responsible Unit Owner.
  - ii. Owners/Lessees and guests are prohibited from storing or abandoning personal property anywhere within the Common Areas of the Condominium.
  - iii. No flammable, combustible or explosive fluids, chemicals or other substances may be kept in any Unit or the Common Areas, except such as are normally used for normal household purposes.
  - iv. No signs, advertisements, notices, or lettering may be exhibited, displayed, inscribed, painted, or affixed in, or upon any part of the Common Areas/Elements or any part of a unit as to be visible outside the unit, with the exception being signs used or approved by the Board of Directors.



- b. **Smoking:** Marina Bay Club is a smoke-free community. **Smoking is only permitted INSIDE your unit with the windows and doors closed.** Smoking is not allowed on lanais, garages, the pool/spa area, parking areas, any common elements, or any areas of the Condominium property. *(Formal Amendment to MBC Declaration of Condominium, adding Section 9.13, adopted and filed in Collier County March 2017)*
- c. **Walkways/entrance ways/stairways/lanais/terraces:**
- i. The entranceways, entrance sidewalks, stairs, balconies, passages, and similar portions of the common elements shall be used only for ingress and egress to and from the condominium units. No carts, bicycles, carriages, chairs, tables, or other similar objects shall be stored in them.
  - ii. Walkways, entranceways, entrance balconies, stairways or railings shall be used only for the purpose intended and they shall not be used for shaking or hanging garments, towels, rugs, plants, etc. or feeding of birds and other animals.
  - iii. Flooding or “hose” washing of balconies, terraces and/or lanais is prohibited. When watering plants or cleaning any area, take care that water and/or debris does not run down to areas below.
- d. **Elevators:**
- i. Owners/Lessees and Guests are responsible for keeping elevator floors free of water, spills, dirt, and debris.
  - ii. Minors shall not be permitted to play in or around the elevators.
  - iii. Contractors/Vendors & Owners/Lessees using the elevator for deliveries or moving of large bulky items MUST notify the office at least 24 hours in advance so elevator pads can be hung to prevent damage to the elevator walls and floors. Residents are financially responsible for any damage caused by their vendor or themselves to the common elements.
  - iv. If caught in a stalled elevator, follow instructions posted in the elevator.
- e. **Noise and Nuisance:**
- i. Quiet hours are 10:00 pm to 7:00 am daily.
  - ii. No unit owner shall make noises, which may be considered a nuisance, and shall not permit his/her family, agents, visitors, lessees, guests or pets to do so. No unit owner shall play, or permit to be played, in the unit or on the common elements appurtenant to it, any musical instrument, radio, television, or the like in a way that disturbs or annoys other unit owners or occupants.)
  - iii. No nuisance(s) shall be permitted on the condominium property, nor any use or practice, which is a source of annoyance, and which interferes with the peace and quiet of the owners, lessees, and guests.
- f. **Children:** Children shall be the direct responsibility of their parent or legal guardians who must supervise them while they are within the Condominium Property.
- g. **Grocery / Luggage Carts:** The Association has supplied grocery and luggage carts for use

by all Residents and Guests. Carts are kept in the storage room in the lobby. After usage, PLEASE RETURN the carts immediately to the storage room. The carts are not to be used by trades or construction people.

- h. **Hazards:** Nothing shall be done or kept in any Unit, or in the Common Areas, which would result in the cancellation or an increase in the rate of insurance on the building or contents thereof, or which would be a violation of any law or government code.
- i.

## POOL/SPA AREA

### **WARNING!! NO LIFEGUARD ON DUTY.**

- a. POOL/Spa hours are from dawn until dusk. *(Note: these hours are regulated by FL Statute – Chapter 514 and the FL Administrative Code governing community pools, Chapter 64E-9.)*
- b. Please shower before entering the pool or spa.
- c. No food or drink allowed within 4 feet of the pool or spa.
- d. No glass allowed in the pool area.
- e. Children under the age of 13 must be accompanied by an adult.
- f. The Spa is for adults and children 13 years and older. Persons with a medical condition should consult with a physician before using the spa.
- g. Lower umbrellas and return all pool furniture to original location before leaving the pool area.
- h. Children in training pants or diapers, and incontinent adults, are not permitted in the pool.
- i. No jumping or diving into the pool.
- j. Radios should be kept at a low volume, or headphones used.
- k. No animals in the pool or on the pool deck.
- l. Proper attire including cover-ups and footwear must be worn to and from the pool area. **YOU MUST DRY OFF BEFORE GETTING ON THE ELEVATOR OR LEAVING THE POOL AREA.** Not only are wet floors unsightly, but they make for unsafe, slippery conditions.
- m. Children's toys or floating objects are not allowed in the pool or spa. Exception: Flotation equipment needed for non-swimmers.
- n. All signs should be obeyed.

## VEHICLES AND PARKING

**Only licensed, operational vehicles are permitted on Marina Bay Club property.**

## 5.1 Parking Regulations:

- a. Vehicle operators shall obey all parking regulations, including one-way arrows, posted in the parking areas and drives. All vehicles, including motorcycles, Jet Ski's etc., shall be parked within the painted lines and pulled as close as possible to the front or bumper. Only 1 vehicle per space.
- b. Except for guest parking spaces, each parking space is assigned as an appurtenance to a particular Condominium unit. As such, each space may be used only by the owner, except when the owner has given written permission and filed permission with the Association for use by another occupant. A parking space permission form is available on the website, or from the Manager, for this purpose.
- c. Parking spaces in front of the building designated as "**Visitors**" are reserved for **short-term GUEST parking**. Overnight Guests may park in the Island Marina parking lot. Owners and occupants should refrain from parking in front of the building, especially in the months when occupancy is high, to allow parking for short-term guests.
- d. Accessible Parking: There are designated spots in front of the building for vehicles displaying a placard or license plate with the international symbol of accessibility.



Please respect these spots for those that need them.

- e. It is the responsibility of all unit owners to inform workers and trades people that contractor parking is to the right of the entrance gate in the Marina Bay parking lot by Island Marina.
- f. No vehicles are to be parked at the front entrance at or under the porte-cochere. Stopping of vehicles at the front entrance is limited to fifteen (15) minutes for passenger pickup or drop off or for loading or unloading of items such as luggage or groceries. If passenger pickup is delayed, please park in the short-term parking area in front. When stopping at the front entrance, leave room for another vehicle to pass.
- g. The parking spaces in front need to be empty overnight so as not to impede any emergency vehicles that may need access to the building. **Overnight parking out front is prohibited.** The only exception is for a vehicle displaying a placard or license plate with the international symbol of accessibility. Those vehicles should be parked in an appropriately designated and marked spot.
- h. Parking violations shall be handled as follows: An initial warning (in writing or ticketing) shall be issued. Second (2<sup>nd</sup>) offense will state if the violation occurs again there will be a \$50.00 fine per occurrence up to a maximum of \$1000.00. At the third (3<sup>rd</sup>) offense, the fine of \$50.00 will be imposed.

## 5.2 Trucks, Commercial Vehicles, RV's, Campers, Golf Carts, etc.

- a. Trucks, other than those having a rated load limit of 1/2 ton or less, motor homes, campers, camp trailers, all commercial vehicles including cars or trucks with advertising on them and vehicles obnoxious to the eye are not permitted on property except for temporary service/delivery vehicles. These vehicles should park only in designated areas, or as directed by the Building Manager. Under no circumstances will a vehicle be allowed that is longer than the parking space.

- b. Commercial vehicles are identified as having one (1) or more of the following descriptions:
  - i. The vehicle does not have windows on all passenger sides of vehicle (including windows on the right side and left side of back seat).
  - ii. The vehicle does not have passenger seats.
  - iii. The vehicle displays messages or signs, permanent or removable; anywhere on the vehicle (bumper stickers are excluded).
  - iv. The vehicle is oversized or has carrier on top for ladders etc.
- c. Inoperable, expired tag and unlicensed vehicles (including un-licensed golf carts) are prohibited from being parked or stored on Marina Bay Club property.

### **5.3 Vehicle Maintenance:**

- a. Vehicles may be washed only in the designated area.
- b. Other than an EMERGENCY, no repair or maintenance of vehicles is permitted anywhere on Condominium Property. Owners are responsible for the clean-up of the surface should the vehicle develop a leak of fuel, oil, lubricants or other contaminants.

### **5.4 Watercraft:**

Watercraft may be stored in owner's assigned parking place if watercraft is stored on a current licensed trailer with overall width not exceeding 7 feet and overall length not exceeding 18 feet.

### **5.5 Motorcycles:**

Motorcycles must be parked in your assigned parking space only and with a suitable plate under the kickstand to prevent parking lot damage.

### **5.6 Electric Vehicle Charging**

Charging of electric vehicles on condominium property is prohibited unless prior written approval of the Board is obtained. As a condition of approval, an owner must agree to pay any cost required to upgrade the electric facilities and lines if necessary and if the vehicle is to be charged at a common element socket, the owner must agree to either purchase and install a separate electric meter for charging the vehicle at a common element socket and agree to pay all properly metered electric costs associated with charging the owner's vehicle or agree to pay an estimated fee (as established by the Board) for the electricity to be utilized by the vehicle at the socket. Also, the owner must agree to accept all liability, and hold harmless and indemnify the association for any and all damage to property or person that may occur as a result of charging the vehicle. *(Amendment to MBC Declaration of Condominium, adding Section 9.12, adopted and filed in Collier County April 11, 2014).*

### **5.7 Safety & Rights of Way**

- a. The speed limit in all areas is 9 MPH.
- b. No vehicle shall impede traffic while in the drive through area in the garage.
- c. Yield to pedestrians at all times.

## **ALTERATIONS/MODIFICATIONS TO UNITS**

- a. Unit owners wanting to make any modifications, additions or changes to their unit or limited common element need to submit an Architectural Review Form. This form is available on the website, or from the Manager, for this purpose. This completed form along with your contractor's license and a certificate of insurance needs to be submitted to the Board of Directors for review and approval before any work can begin in the unit.
- b. The unit owner and or his successor in title shall be financially responsible for:
  - i. The costs of repairing any damage to the common elements or other units resulting from the existence of such modifications, installations or additions.
  - ii. The costs of removing and replacing of such modification if needed by the Association to repair, replace or protect other parts of the condominium property.
- c. Nothing shall be done in any unit or to the building itself which would structurally alter the building in any manner. Residents shall not cause or permit anything to be placed on the outside of the building; nor affixed to or placed upon the exterior walls of a unit or the roof; nor exposed on any window, door, screened porch, terrace or balcony, visible from the exterior of the Unit, including, but not limited to, signs, nameplates, descriptive designs, lettering, advertisements, illumination, awnings, glass, reflective film, radio or television antenna, or any other item(s), without prior written consent of the Board.
- d. No radio or television installation or other electronic equipment will be permitted in any Unit which interferes with the radio or television reception of another Unit. Consent will not be given to alter or modify the Balconies.
- e. All hired Contractors are to be fully licensed and insured. The unit owners are financially responsible for any resulting damage to person(s) or property not paid for by the contractor's insurance.
- f. Construction/Vendors working in the building are limited to the hours of 8:00 A.M. to 4:00 P.M., Monday through Friday from **April 1st through December 15th**. Construction work is not permitted at any other time nor on Saturdays or Sundays, except in the event of an Emergency; in which case prior to commencement, the work must be authorized by the Board of Directors or the Manager. (All references herein to the "Manager" refer to the on-site Manager.) *(This is a formal amendment to MBC Declaration of Condominium, adding Section 10.13, adopted and filed in Collier County March 2016).*
- g. Contractors/Vendors & Owners/Lessees using the elevator for deliveries or moving of large bulky items MUST notify the office at least 24 hours in advance. This is so elevator pads can be hung to prevent damage to the elevator walls and floors. Residents are financially responsible for any damage caused by their vendor or themselves to the common elements.
- h. No work can begin without proper permitting (if needed) and all permits must be taped to the front door of the unit.
- i. All hard wood flooring such as tile, vinyl & hardwood must have an approved underlayment. Flooring is not to be laid until the underlayment has been inspected and approved by a Board member or the Manager.
- j. Hurricane shutters or Hurricane rated sliding door enclosures on Lanais must meet Marina Bay Club requirements and be approved by the Board of Directors before installation. Application and guidelines are available from the office.

## DELIVERIES AND MOVING

- a. All deliveries (for the purpose of this section, Postal, UPS, Overnight, Floral Services, Grocery Delivery and the like, are excluded) are to be attended by the Occupant/Addressee. If this is not possible, advance notice **MUST** be given to and other arrangements made with the Manager. If the occupant/addressee desires that Association Personnel accept such deliveries, prior arrangements should be made with the Manager. The Manager and/or Association will not be responsible for inspecting any deliveries, or any responsibility for any loss, damage or casualty to any delivery in the occupant/addressee's absence.
- b. Other than Postal, UPS, Overnight, Floral Services, Grocery Delivery, and the like, no deliveries shall be made to or from Residents or Units on Saturdays or Sundays, or in the absence of the Manager.
- c. Due to the volume of furniture involved, moving by Residents should be scheduled with the Manager at least forty-eight (48) hours in advance. The Manager will specify parking of moving trucks for such occasions. Move ins/outs shall be made between the hours of 8:00 AM and 4:00 PM Monday through Friday only.
- d. Residents will be responsible and will bear all expense for any damage to the Common Areas (including the elevators) caused by moving to or removing from their units any items or caused by any other deliveries to or from their respective units.

## GARBAGE, REFUSE & RECYCLABLE

- a. All garbage and non-recyclable trash shall be deposited in trash bags and dropped into the trash chutes provided at each end of each floor. Instructions for garbage and trash disposal are posted in each trash room. Recyclable materials are to be hand-carried and placed in the appropriate recycling bins at each end of the ground floor. Cardboard boxes should be broken down and flattened prior to placement in recycling bins.
- b. No garbage, trash, or combustible materials are to be left in either the storage cages, garage or trash disposal areas.
- c. Please be considerate and do not drop garbage or other items down the trash chutes between the hours of 10:00 P.M. and 8:00 A.M.
- d. Paint cans, chemicals, etc. are **not** to be dropped down the trash chutes or deposited in the dumpsters. They should be taken to the Naples Recycling Drop-off Center at 9980 Goodlette Frank Road. Hours are Monday-Saturday, 8:30 am – 4:30 pm.
- e. Oversized/overstuffed bags of trash are **not** to be dropped down the trash chutes. Please carry them to the dumpsters outside the building. Oversized/overstuffed bags can clog the trash chute causing all other trash to build up on top of it, rendering the trash chute unusable for all.
- f. Doors on the trash chutes **MUST** be closed after each use. Failure to do so results in the doors on all other floors being locked, and inoperable.
- g. Bulk recycling including electronics, computers, TVs, cables, batteries, etc. should be taken to the Naples Recycling Drop-off Center at 9980 Goodlette Frank Road. Hours are Monday-Saturday, 8:30 am – 4:30 pm.



## BICYCLES

- a. Bicycle parking is permitted only in the bicycle racks located in the common area when the owner is in residence. When the owner is to be absent for more than 30 days, the bicycle must be stored either in their storage locker or inside of the unit.
- b. Bicycle owners must provide their own locks.
- c. Inoperable bikes are prohibited from being stored at the bike rack.
- d. Riders of bicycles on MBC property must use caution and alert walkers before passing. Riders must yield right of way to vehicles and pedestrians.

## BARBECUE GRILLS & OUTDOOR COOKING

- a. All outdoor cooking must be done at the barbecue grill(s) located in the common area.
- b. The use of gas or charcoal grills in a condo unit, on balconies, porches, patios, lanais or portions of the common elements is prohibited.
- c. The Owner using the grill is responsible for cleaning the grill when finished and putting the cover back on.

## PETS

- a. The owner(s) of each unit may keep one (1) small pet weighing not more than fifteen (15) pounds at maturity of a normal domesticated household type (such as a cat or dog) in the unit. The ability to keep such pets is a privilege, not a right and the Board of Directors is empowered to order and enforce the removal of any pet which becomes a source of unreasonable annoyance to other residents of the condominium. **No pets of any kind are permitted in leased units** or may be kept by guests of an owner. No monkeys, rodents, amphibians, poultry, swine or livestock may be kept in the condominium. All owners who keep a pet must register the animal with the office using the form provided by the Association Manager.
- b. Pet owners or any person walking the animal must pick up waste and dispose of such waste appropriately.
- c. All pets, including cats, must be on a leash and carried until outside the building. Pets must be leashed at all times while on MBC property.
- d. Pets are not to be maintained for commercial purposes and shall not adversely affect another's property. No unit owner or occupant may house a pet which is a nuisance or annoyance to any other unit owner or occupant.
- e. An owner is primarily and ultimately responsible for the pets in the owner's unit notwithstanding the ownership of the pet.
- f. All pets must be kept up to date with their rabies, distemper and other vaccinations and licensing.
- g. Lessees (Renters), and their Guests, **are not** permitted to have pets in leased units, or on the

grounds of Marina Bay Club.

- h. Pets are not permitted in the community room or the pool/spa area.
- i. Violation of any of these provisions will entitle the association to all of its rights to require any pet to be permanently removed from the condominium property.

## **RESERVING THE COMMUNITY ROOM**

- a. The Community room is available to all owners for social functions without fee.
- b. Arrangements to reserve the room must be made at least 10 days in advance with the Association Manager.
- c. All functions must have an owner present.
- d. All outside entry doors to the building shall remain closed at all times. No propping open of doors allowed.
- e. The responsibility for clean-up and/or damage to the social room is that of the resident who reserved the room. If there is any charge for clean-up or damage to the social room, it will be billed to the owner.
- f. The social room is not available for use by persons or organizations “outside” the MBC community, nor by an owner, guest or lessee “fronting” for another organization.

## **COMPLIANCE/ENFORCEMENT**

Every residential unit owner and occupant shall comply with these Rules and Regulations as set forth herein, and the provisions of the Declaration of Condominium, By-Laws and Articles of Incorporation of the Association (all as amended from time to time) to the extent applicable. Failure of a residential unit owner, lessee or guest to comply shall be grounds for legal action which may include, without limitation, an action to recover sums due for damages, an action for injunctive relief, and other appropriate relief, including recovery of attorney's fees and such arbitration or other administrative procedures provided by Florida Law.

According to FL Statute, and the Association's By-Laws, the Board of Directors is empowered to enforce these rules and regulations. In addition to all other remedies, in the sole discretion of the Board of Directors, a fine or fines of \$50 per day up to a maximum of \$1000 per offense, may be imposed upon an owner for failure of an owner, his family, lessees, or guests, to comply with any covenant, restriction, rule or regulation herein or in the Declaration of Condominium, Articles of Incorporation or By-Laws of the Association.