



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 residential community facilities, and the effective and efficient maintenance of the residential areas of Marina Bay Club property. All people 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, with adherence to FL Statute. The Board of Directors appreciates your respectful attention and compliance with these Rules and Regulations.

(Adopted by the Marina Bay Club Board of Directors at their regular meeting August 21, 2025.)

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GENERAL

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. There are no restrictions on the number of guests, whether related or unrelated to the owner, who may occupy the unit together with the unit owner, other than the total occupancy limit permitted by County code.
- c. No unit may be leased more than three times in any calendar year with the minimum lease term being 90 days. Leasing of units is subject to all regulations in the MBC Declaration of Condominium, Section 13.
- d. Guests Owner Not Present: Owners, during their own absence, may grant a Guest(s) free use of their unit only in accordance with the following: (See the Declaration of Condominium Section 10.2 for full regulations)
 - 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. 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.
- e. 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.
- f. 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.

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, repairing 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 to access 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. No storage of gasoline containers, either full or empty, of any size is allowed. Per NFPA 1(2015 Edition) 60.4.2.1.8 (REF: NFPA 400 5.2.1.3), there is no allowable storage of gasoline containers of any quantity within the living area (including lanai/balcony) or attached garage of multi-family residential housing.
- 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 15th of any year by unit owners. 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 72 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. 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, the owner's storage locker, 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.
- v. All outside entry doors to the building shall remain closed at all times. No common area doors or entry doors to the building should ever be propped open.

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 runoff 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. Owners (and their hired contractors, vendors and delivery personnel) using the elevator for deliveries or moving of large, bulky items are responsible for hanging the elevator pads to prevent damage to the elevator walls and floors. Owners are financially responsible for any damage caused by their contractor, vendor, delivery persons or themselves to the common elements. Owners are responsible for removing the pads once delivery or moving is complete, or their contractor has completed work for the day.
- 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.

f. **Children:**

Children shall be the direct responsibility of their parents 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. Owners are responsible for keeping the carts clean and in reasonable sanitary condition. They are not to be removed from Association property. 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.

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 is allowed within 4 feet of the pool or spa.
- d. No glass is allowed in the pool area.
- e. Children under the age of 12 must be accompanied by an adult.
- f. The Spa is for adults and children 12 years and older. People 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 and personal speakers 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.

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 Guest parking lot next to the Island Marina office. 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 next to the Island Marina office.
- 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 (2nd) 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 (3rd) offense, the fine of \$50.00 will be imposed.

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. Inoperable, expired tag and unlicensed vehicles (including un-licensed golf carts) are prohibited from being parked or stored on Marina Bay Club property.

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.

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. Motorcycles:

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

6. Electric Vehicle Charging

Charging of electric vehicles on condominium property is prohibited unless prior written approval of the Board is obtained. *(See the Amendment to MBC Declaration of Condominium, adding Section 9.12, adopted and filed in Collier County April 11, 2014 for full regulations.).*

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. Consent will not be given to alter or modify the Balconies with the installation of internet or television reception equipment (such as a satellite dish)
- 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 Property Manager. *(This is a formal amendment to MBC Declaration of Condominium, adding Section 10.13, adopted and filed in Collier County March 2016).*
- g. It is the responsibility of the unit owner to obtain a permit if required, and all permits should be taped to the front door of the unit.
- h. All hard wood flooring such as tile, vinyl & hardwood must have an approved underlayment.
- i. 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 property management.

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
- 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. Recyclable materials are to be hand-carried and placed in the appropriate recycling bins at each end of the ground floor. Cardboard boxes must be broken down and flattened prior to placement in recycling bins.
- b. No garbage, trash, or combustible materials are to be left in the storage cages, garage or trash disposal areas. No disposal of mattresses or furniture is allowed.
- 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. Inoperable bikes are prohibited from being stored at the bike rack.
- c. Riders of bicycles on MBC property must use caution and alert walkers before passing. Riders must yield right of way and pedestrians.

KAYAK STORAGE

- a. Kayak storage under the generator building is available. Availability of storage is not guaranteed to any owner. Storage is reserved on a first come - first served basis.
- b. No owner may store more than two kayaks in order to give as many owners as possible the opportunity to store kayaks.
- c. All kayaks must be registered with the Association. See property management for registration.
- d. Owners and their guests assume all risk of using the Association's kayak dock.

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 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. No pets of any kind are permitted in leased units or may be kept by guests of an owner, 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 in advance with the Association Manager.
- c. All functions must have an owner present.
- d. 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.
- e. 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.