BELLASOL COMMUNITY ASSOCIATION, INC. Alliant Property Management, LLC 13831 Vector Ave Fort Myers, FL 33907

(239)454-1101 or (239)454-1147 Fax

<u>APPLICATION FOR LEASE / PURCHASE</u> (Please circle)

NOTE: Approval to purchase will be issued within 30 days of receipt of completed application.

Approval to lease will be issued within 14 days of our receipt of completed application

**PLEASE NOTE: ALL OWNERS MUST BE CURRENT ON HOA ASSESMENTS

AND UTILITIES FOR LEASE APPROVAL CONSIDERATION**

COMPL	LETE <u>ALL QUESTIONS</u> (Please Print). Incomplete applications will not be processed.
	Owner of Record:
Email of	f Owner
Bellasol	e) hereby apply for approval to purchase unitat Community Association, Inc., and for membership in the association.
Closing	Date: Copy of sales contract must be attached.
**Must	e) hereby apply for approval to lease unitin Bellasol nity Association, Inc., for the period beginning, 20, and ending, 20 A copy of the signed lease agreement must be attached. establish citizenship or eligible immigrant status in accordance with State and Laws. **
BELLA DECLA Applica further	NDERSIGNED HEREBY MAKES APPLICATION FOR LEASE/PURCHASE IN SOL COMMUNITY ASSOCIATION INC IN ACCORDANCE WITH THE ARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS. The int(s) represent that the following information is true and correct and consent to investigation concerning this information or any information which comes from unity which is necessary for approval of this request.
copy of 1. Resid 2. Resid 3. Lease	ransaction is a sale: I am purchasing this unit we will provide the Association with a our recorded deed within 10 days of closing with the intention to: le here full time le here Part-time e the unit ill provide the Association with a copy of our recorded deed within 10 days of closing
Applica	ant Information:
 Na Sp Ac 	ame of Applicant: ouse: ldress:
4. Ph	one#:Alternate Phone#:
5. En	nail: Spouse: Spouse:
	nture of Profession: (If Retired, former)
Po	ompany or Firm Name:Business Address:

10. References (3)-please give names, addresses and phone numbers: 1	_	case of emergency:Phone:		
10. References (3)-please give names, addresses and phone numbers: 1	Association, Inc. prov	ide an obligation of the unit o	wners that all units are	for single-family residence
10. References (3)-please give names, addresses and phone numbers: 1	Name	Relationship	Age	
10. References (3)-please give names, addresses and phone numbers: 1				
11. List all vehicles owned below: (Only two (2) cars permitted) Vehicle #1: Year Color Make / Model License#				
2	10. References (3)-pleas	e give names, addresses and	phone numbers:	
11. List all vehicles owned below: (Only two (2) cars permitted) Vehicle #1: Year Color Make / Model License#	1			
11. List all vehicles owned below: (Only two (2) cars permitted) Vehicle #1: Year	2			
11. List all vehicles owned below: (Only two (2) cars permitted) Vehicle #1: Year	3			
Vehicle #2: YearColor Make / Model License#				
Vehicle #2: YearColor Make / Model License#	Vehicle #1: Year	Color Make / M	Iodel	License#
12. Pets: No aggressive breeds. What kind and number of Pets?	Vehicle #2: Year	_Color Make / M	lodel	License#
What kind and number of Pets?	(If rental vehicle or unkn	own, please indicate above	2)	
owner's agent, lessees and their guests, of provisions of the Association Documents of Bellasol Community Association and Bellasol Condominium 1-7 Associations, Inc., the Association's By- Law, the Florida Statues and the rules and regulations of the Association. Your signature will acknowledge your agreement to comply with all governing documents including the Rules and Regulations as written. Applicant Signature Date Real Estate Agent: Company: Company: Phone: Company:				
Applicant Signature Agent or Owner Signature Real Estate Agent: Company: Phone:	owner's agent, lessee Community Associat	es and their guests, of provisi- tion and Bellasol Condominion	ons of the Association am 1-7 Associations, l	Documents of Bellasol Inc., the Association's By-
Agent or Owner Signature Date Real Estate Agent: Company: Phone:	0		t to comply with a	ll governing documents
Real Estate Agent: Company:Phone:	Applicant Signature		Date	
Phone:	Agent or Owner Signatur	re	Date	
	_		Company:	

This application has been designed for the purpose of protecting you and the current property owners. It is the desire of the present members of the Association to welcome you to an environment in which pride in ownership and adherence to all Rules and Regulations will ensure an ideal private community life.

\$150 Non-refundable processing fee payable to Alliant Property Management,
LLC
\$40.00 per person non-refundable National Criminal Check made payable to
Alliant Property Management. (FYI—Criminal checks for Canadian applicants are
\$45.00/person)
\$1,000 Security Deposit payable to Bellasol. (Effective Aug. 1, 2021)
Fully completed application.
Copy of signed lease agreement & signed Addendum to Lease Form.
Sales Contract.
A clear copy of Driver's License or Photo ID of all adults.
Completed Disclosure Consent Form for all applicants 18 & older.
Signed Receipt of Rules.
Return ALL above items to:
Alliant Property Management, LLC
13831 Vector Ave
Fort Myers, FL 33907

DISCLOSURE CONSENT APPLICATION

*Please complete this form for each person to occupy the unit of the age 18 and older. Please do not leave any blanks, as this will result in a delay of the processing of the application. *

Please Print Your Full Name		Social Security Number		
Please Print Any Other Names	S You Have Used	Date Of Birth		
Street Address				
City	State	Zip Code		
Driver's License #	Exp. Date	State Issued		
employment or te may include information well as Public Records in history information, moto allowed by law and in acc below indicates your und a continuing authorization	about me obtained from Law Enformation such as credit report or vehicle records and workers' cordance with the Americans we erstanding that this authorization	Enforcement Agencies, State Agencies, as as, social security information, criminal compensation records, such as are with Disabilities Act. Your signature on shall remain on file and shall serve as and/or investigative consumer reports for		
My signature certifies the	hat I have read and agree wit	h the above statements.		
Signature Date				
Witness		Date		

BELLASOL COMMUNITY ASSOCIATION, INC.

DISCLOSURE CONSENT APPLICATION

*Please complete this form for each person to occupy the unit of the age 18 and older. Please do not leave any blanks, as this will result in a delay of the processing of the application. *

Please Print Your Full Name		Social Security Number		
Please Print Any Other Names	s You Have Used	Date of Birth		
Street Address				
City	State	Zip Code		
Driver's License #	Exp. Date	State Issued		
employment or te which may include inform Agencies, as well as Publ information, criminal his records, such as are allow Your signature below ind and shall serve as a conti-	mation about me obtained from lic Records information such as tory information, motor vehicle wed by law and in accordance we dicates your understanding that a nuing authorization to procure of	cant must circle one and initial it), Law Enforcement Agencies, State		
My signature certifies that	at I have read and agree with the	e above statements.		
Signature		Date		
Witness		Date		

Bellasol Community Association, Inc.

Receipt of Rules and Regulations

I/We have received and accepted the Rules and Regulations as stated in the governing documents for the Bellasol Community Association, Inc.

Print Name	Print Name
Signature	Signature
Date	Date

BOARD RESOLUTION TO REQUIRE RENTAL SECURITY DEPOSITS

WHEREAS. Article 9.09(c) of the Declaration, provides that Board of Directors shall have the right to require that a substantially uniform form of lease be used; and

WHEREAS. Article 9.09(d) of the Declaration, provides that The Board of Directors shall have the authority, as a condition of granting approval to a lease or renewal or extension thereof, to require that a prospective Tenant or Owner place a security deposit

WHEREAS. The Board of Directors believes it is in the best interest of the Community to adopt a rule to require rental security deposits; and

NOW THEREFORE, the following rule is adopted.

- 1. All executed leases must also be accompanied by a Security Deposit in the name of the Owner in the amount of \$1,000.00.
- 2. Failure to provide the **Security Deposit** with the **Addendum to Lease Agreement** completely filled out and duly executed shall render the proposed lease null and void as provided in Article 9.09(c) of the Declaration.
- 3. **Security Deposits** are for the purpose of enabling Association to enforce the provisions of the Community Association Documents and respective Condominium Association Documents and the covenants of the **Addendum to Lease Agreement.**
- 4. Payment of interest, claims against the deposit, refunds, and disputes under this rule shall be handled in the same fashion as provided in Part II of Chapter 83 of the Florida Statutes (2014), as amended from time to time.

Adopted by the Board of Directors this 7th day of 2021 and effective fugues 1, 2021.

The number of Board members who voted in favor of this Resolution is 6. The number of Board members who voted against this Resolution is 7th vote of each Director is reflected in the minutes of the meeting at which this Resolution was adopted.

Bellasol Community Association, Inc.

BY John E. Wordman,
Rogeen E. Goodreau, President

Date: 7, 2021

BOARD RESOLUTION ADOPTING UNIFORM ADDENDUM TO LEASE AGREEMENT

WHEREAS, Article 9.09(a) of the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Bellasol (the "Declaration"), provides that prior to the rental or lease of any Unit, the Unit Owner shall notify the Board of Directors in writing of the name and address of the person to whom the proposed rental or lease is to be made, the terms and conditions thereof, together with a copy of the fully executed rental or lease agreement; and

WHEREAS, Article 9.09(c) of the Declaration, provides that Board of Directors shall have the right to require that a substantially uniform form of lease be used; and

WHEREAS, the Board of Directors believes it is in the best interest of the Association to adopt a uniform lease addendum; and

NOW THEREFORE, the following rule is adopted.

1. All executed leases must also be accompanied by an executed Addendum to Lease Agreement which is attached hereto as Exhibit "A" to this Rule. The Addendum to Lease Agreement must be signed by the Unit Owner(s) and the proposed Tenant(s).

2. Failure to include the Addendum to Lease Agreement completely filled out and
duly executed shall render the proposed lease null and void as provided in Article 9.09(c) of the
Declaration. Adopted by the Board of Directors this 3th day of 1/1945t 2013 and effective 44945t 5, 2013.
Adopted by the Board of Directors this $\sqrt{\frac{1}{1000000000000000000000000000000000$
The number of Board members who voted in favor of this Resolution is The number
of Board members who voted against this Resolution is The vote of each Director
is reflected in the minutes of the meeting at which this Resolution was adopted.
Bellasol Community Association, Inc.
BY: Dawn Huff, President,
Dawn Huff, President

Date: 8/5/13

ADDENDUM TO LEASE AGREEMENT BETWEEN

LANDLORD AND TENANT AND ASSIGNMENT OF RENTS FROM LANDLORD

TO COMMUNITY ASSOCIATION FOR AMOUNTS OWED

The	provisions o	contained	herein						
							lectively "		
				(i	ndividua	ally or	collective	ely "T	'enant"),
entered into	on		,	for the	lease	of rea	l propert	y loc	ated at
							serve as		
between Lan									
payable to La									
assessments,	interest, cos	ts and reas	onable a	attorney's	fees, wh	hich amo	unts are	lue pur	suant to
obligations o	f Landlord	arising fro	m the	Declaration	n of Co	venants,	Condition	is, Res	trictions,
Easements, C	harges and I	Liens, reco	rded at	O.R. Bool	k 4520,	Page 15	41 et seg.	, of th	e Public
Records of I	Lee County,	Florida, a	ind all v	alid ame	ndments	thereto	("Declara	ition")	and the
Declaration of	of Condomir	nium of Be	ellasol C	Condomini	um	, A Co	ndominiu	m, rec	orded at
O.R. Book									
valid amendn							,		C more and consists

Execution of this Lease Addendum is a required condition of rental of a Unit, pursuant to the authority of the Association contained in the Declaration.

The Landlord and Tenant hereto expressly agree that the Lease Agreement shall be amended as provided herein and the following terms shall be incorporated into the Lease Agreement. Landlord and Tenant further agree that Association shall be considered a named party to the Lease Agreement and this Addendum for the purpose of enabling Association to enforce the provisions of the Community Association Documents and respective Condominium Association Documents and the covenants of this Lease Addendum. In the event of any conflict between the terms and conditions of the Lease Agreement and this Addendum, the Addendum shall govern the respective rights and responsibilities of the parties hereto.

Further, the parties agree as follows:

- 1. <u>USE</u>: The Tenant (which term shall at all times in this Addendum include all proposed Occupants of the Unit) will use the premises only for single family, residential purposes by Tenant and his Family members who have been listed on the Lease. Tenant will make no unlawful, improper or offensive use of the leased property, nor permit the commission of any act which constitutes a public or private nuisance.
- 2. <u>COMPLIANCE</u> <u>WITH</u> <u>THE</u> <u>COMMUNITY</u> <u>ASSOCIATION</u> <u>DOCUMENTS</u>: Any infraction of the provisions or restrictions set forth in the Declaration, the Articles of Incorporation and By-Laws of the Association, and the Rules and Regulations (hereinafter "Community Association Documents") and the respective Condominium Association Documents, by the Tenants or their family, guests or invitees shall be deemed a breach of the Lease, and Association or Landlord shall have the option to terminate the Lease Agreement and resume possession of the property. Tenant acknowledges, by signing this

Addendum that he has read, understands, and agrees to abide by the Community Association Documents and the respective Condominium Association Documents.

- 3. ASSOCIATION AUTHORITY TO ENFORCE ADDENDUM TERMS: Landlord and Tenant further agree that Association may act in its own rights, or in cases where Landlord fails to act in a timely manner, as Landlord's agent, to terminate the Lease and may institute proceedings against Tenant, in Landlord's name, or in Association's name in its own right. In either such cases, Landlord shall be responsible to Association for all expenses incurred, including attorney's fees, without waiver of the right of any action by Landlord against Tenant.
- 4. <u>ASSIGNMENT OR SUB-LEASING/RENEWAL</u>: No assignment of the Lease or sub-leasing of any part of the leased property by the Tenant shall be valid without the consent of Association. Renting of rooms and "rent-sharing" is prohibited. The Lease Agreement shall not be renewed or extended, nor shall Tenant hold over the premises, without the prior notice to the Association in the same manner as a new lease.
- 5. LIMITATION OF LIABILITY/HOLD HARMLESS AND INDEMNITY: The Association shall not be liable to Landlord or to Tenant, or Tenant's family, agents, guests, invitees, employees or servants for damage to persons or property caused by other residents or other persons. Tenant recognizes that Association does not warrant the security of the property, and is not responsible for safety of Tenant, other unit occupants, nor their property. Landlord and Tenant jointly and severally agree to indemnify and hold Association harmless from and against any claims for damages to person or property arising from Tenant's use of the premises, or from any activity or work permitted to be suffered by Tenant in or about the premises. Association shall not be liable for personal injury, or damages to Tenant's personal property from theft, vandalism, fire, water, rain, storms, smoke, explosions, sonic booms, riots or other causes whatsoever unless it is established that Association has been negligent in maintenance of common elements which are the responsibility of the Association, and which negligence is the proximate cause of said damage. Tenant agrees to notify Association immediately upon the occurrence of any injury, damage or loss suffered by Tenant or other person upon the premises.
- 6. **DEFAULT/ENFORCEMENT**: If the Tenant fails to comply with any of the material provisions of the Condominium Association Documents, or materially fails to comply with any duties imposed by him by the Lease Agreement, this Addendum, or any other statute or law, then within seven (7) days after delivery of written notice by the Landlord or Association specifying the noncompliance and indicating the intention of the Association or Landlord to terminate the Lease Agreement by reason thereof, Association or Landlord may terminate the Lease Agreement. Association and/or Landlord shall have no obligation to allow Tenant to cure such violations if such noncompliance is of a nature that Tenant should not be given opportunity to cure pursuant to Section 83.56 of the Florida Statutes (2013), as amended from time to time, or if the noncompliance constitutes a subsequent or continuing noncompliance within twelve (12) months of a written warning by Association or Landlord of a similar violation. In such instances, Association or Landlord may deliver a written notice to Tenant specifying the noncompliance and the Association's or Landlord's intent to terminate the Lease Agreement by reason thereof. Examples of noncompliance which are of a nature that the Tenant should not be given an opportunity to cure include, but are not limited to, destruction, damage, or misuse of the

Landlord's or Association's property by intentional act or a subsequent or continued unreasonable disturbance. Examples of noncompliance which are of a nature that Tenant will be given an opportunity to cure include, but are not limited to, activities such as having or permitting unauthorized pets, guests, or vehicles; parking in an unauthorized manner or permitting such parking; or failing to keep the premises clean and sanitary. Landlord and Tenant acknowledge Association may tow away or cause to be towed away vehicles that are parked on Condominium Property in contravention of the Community Association Documents and the respective Condominium Association Documents. Landlord and Tenant also recognize that Association shall have the right to terminate the Lease and/or institute evictions or other proceedings against Tenants, for violation of the Community Association Documents or the respective Condominium Association Documents as set forth above. Further, the parties recognize that the Association may levy fines against a unit for violation of the Community Association Documents or the respective Condominium Association Documents. Fines may be levied for violations, without opportunity to cure. The Association will afford the opportunity for a hearing, as required by law, prior to the levy of a fine. Landlord and Tenant shall be jointly and severally liable for the payment of any fine duly levied by the Association, arising out of the conduct of Tenant, his family, guests, and invitees. The Association, without limiting other remedies, may avail itself to the procedures set forth in Paragraph 8 of this Lease Addendum with respect to the collection of fines.

- 7. COSTS AND ATTORNEY'S FEES: If either the Landlord or the Tenant fails to comply with the agreements, conditions or covenants of the Lease Agreement or this Addendum, including violations of the Community Association Documents or the respective Condominium Association Documents, or fail to comply with applicable laws, and court action or arbitration (including actions initiated or defended by Association) is required to resolve any dispute, the prevailing party, including the Association, shall be entitled to costs and attorney's fees of that action, at the arbitration, trial or appellate levels.
- 8. RIGHT TO RECEIVE RENTAL INCOME: In the event Landlord is delinquent in Landlord's obligation to pay to Association any annual or special assessments, or any installment thereof, Association shall have the right, but not the obligation, to require Tenant to pay said rental installments, or the portion thereof sufficient to pay said delinquent maintenance assessments, directly to Association, upon Association giving written notice of the exercise of such right to Tenant and Landlord. This right of Association is cumulative and in addition to any and all other rights or remedies Association may have against Tenant or Landlord. Failure of Tenant to pay to Association the rental installments, or portions thereof, as specified in said notice, shall entitle Association to terminate this Lease and/or evict Tenant. Tenant shall be entitled to set off against rent payable to Landlord for any and all amounts paid by Tenant to Association hereunder.
- 9. <u>AUTHORITY TO COMMUNICATE</u>: The Landlord hereby expressly consents to and authorizes the Association, its attorney, and agents to contact the Tenant in the event that the Landlord becomes delinquent with his obligations to the Association. The purpose of such communication and contact will be to enforce the provisions of this Addendum by providing the Landlord and Tenant the notices described in Paragraph 8 above.

10. MISCELLANEOUS:

- A. Binding Effect: The covenants and conditions contained herein extend to bind the heirs, legal representatives, successors, and assigns of the parties bound by this Lease Addendum.
- B. Waiver: The failure of Association to enforce its rights as set forth in Lease Addendum shall not constitute a waiver of the Association's right to do so in any other instance.
- C. Modification: This Lease Addendum may only be modified by an instrument signed by Landlord, Tenant and Association.
- D. Captions: The captions contained in this Lease Addendum are for convenience sake only, and are not intended to constitute substantive provisions of this Lease Addendum, nor restrict the subject matter hereof.
- E. Gender: All references to the masculine are intended to include references to the feminine, as appropriate. All singular references are also intended to incorporate plural references, where appropriate.
- F. Governing Law/Venue: This Addendum is governed by the laws of Florida. Venue for any action lies in Lee County.
- G. Anti-Discrimination Policy: Association does not discriminate in the terms and conditions of rental of units based upon sex, national origin, race, religion, familial status, or handicapped status.

LANDLORD:	
Signature of Landlord 1	Signature of Landlord 2
Print Name:	Print Name:
Date:	Date:
TENANT:	
Signature of Tenant 1	Signature of Tenant 2
Print Name:	Print Name:
Date:	Date:

ACTIVE: 4769886_2

Bellasol Community Association Rules and Regulations

- 1. Pets: Limited to no more than two (2) household domestic pets (dogs, cats, or birds). No vicious breeds of any kind will be allowed. All pets are to be on a leash always outside of the unit. Persons walking pets have the immediate responsibility for cleaning up after the pet. The ability to keep pets is a privilege, not a right, and the Board of Directors may order and enforce the removal of any pet which becomes a reasonable source of annoyance, such as excessive barking, to other residents. No reptiles, rodents, poultry, amphibians, swine or livestock may be kept in the Unit, tropical fish or caged birds in reasonable number are permitted
- 2. Noise: All radios, stereos and television sets should be turned down to a minimum volume. All other unnecessary noises such as playing pianos, musical instruments, slamming doors and loud voices must be avoided. No nuisance or any use or practice that is a source of annoyance to other owners/tenants or interferes with the peaceful possession and proper use of the units by the residents thereof shall be allowed upon any unit. The above rule is the reason the documents clearly state "to ensure your own comfort and that of your neighbors, radios, stereos and television sets should be turned down to a minimum volume at all times so that any sounds emanating there from shall not be heard outside your unit." Community Quiet time 9:00 PM to 6:00 AM
- <u>3. Obstructions:</u> Parking areas, all sidewalks, walkways, entrances, driveways and stairways must be kept open and shall not be obstructed in any manner as mandated by fire codes.
- <u>4. Signs:</u> (garage, moving, lawn and/or yard sales): No signs of any kind may be installed on the premises. This includes but not limited to "For Sale", "For Lease" and "For Rent". Included in this regulation is all vehicle signs. No garage, moving, yard and/or lawn sales are permitted in Bellasol Community Association.
- **7. Destruction of Common Area Property:** Neither unit owners, their family, guests, invitees, service vendors, nor lessees shall mark, damage, destroy, deface or engrave any part of the condominium property. Unit Owners shall be financially responsible for any such damage. A \$250.00 automatic fine will be given to the party responsible for damages to either gate.
- **8. Cooking Devices:** No grills or cooking devices of any kind, included by not limited to gas, electric, and charcoal shall be permitted on any lanai, patio, or common property. Residents in Coach Homes are permitted to use electric, charcoal or a gas limited to a 1.5 pound camping cylinder as per the Fort Myers Fire Department. The maximum number of cylinders permitted for storage in an attached garage unit is two (2). Usage of the grills is limited to the driveway area of the Coach Home Unit and must be a minimum of 10 feet away from the building or structure while in use. Grilling on the sidewalks or breezeways is prohibited.
- **9.** Use of units: All units are designed for single family use. Multi-family use will be evicted by the Association. No business license of any kind may be registered to any unit in Bellasol Community Association. No unit garages shall be enclosed or converted into a habitable living space. Garage doors shall be closed unless the unit owners are within the immediate vicinity.
- <u>10. Trash:</u> All refuse, waste, bottles, cans, garbage, etc., shall be securely wrapped in plastic garbage bags and placed in the appropriate containers. Boxes must be broken down items that will not fit in the dumpsters). In addition, each owner/tenant shall be responsible for depositing his garbage and trash inside the appropriate garbage can and recycling containers sufficient for pick up by the appropriate authorities. Residents caught improperly disposing of their trash will be fine \$100, with tenant eviction. PLEASE RECYCLE!
- 11. Maintenance Fees: All maintenance fees are due and payable on the first day of each month. All payments received after the 10¹ day of the month will incur a \$25 late fee and interest of 18% per annum.
- **12. Fines:** All rules and regulations in the Association Documents are subject to fines issued to all violators. Fines will be \$100 per infraction, per day if the violation is not immediately rectified. With the exception of specified amounts for violations in trash, renting, damage to gate, and speeding.

13. Lease Restrictions: Leasing of units is permitted, as long as the Unit Owner is current with all maintenance fees, fines, and other charges billed to unit Owners in accordance with the condominium governing documents. All leases must be approved by the Bellasol Community Association in advance and must include the Bellasol Community Association Master Addendum to Residential Lease, which must be made a term and condition of any lease. In addition, no lease shall be for a period of more than one (1) year and not less than a period of thirty (30) days. No unit may be leased more than twelve (12) times in any twelve (12) month period. The proposed lessees together with their family or other occupants shall consist of not more than two (2 persons per bedroom in the unit to be leased. Unit owners are responsible to have all prospective occupants complete and submit the appropriate application for approval by Bellasol Community Association Board of Directors. The application fee is

\$100 per husband and wife or parent and child. Any additional occupants eighteen (18) and older will be required to submit a separate application with a fee of \$100 per person. All owners are responsible for their tenant's and their guest's actions. Unit Owners are responsible for providing a copy of these Rules and Regulations to their tenants. Any Unit Owner leasing their unit without proper Bellasol Community Association approval will be fined immediately \$100.00 for the violation. The violating Unit Owner will then have 72 hours to comply with the violation by submitting a rental application for approval, clearing any delinquent accounts with the Association, or taking other action necessary to comply with the violation. IF THE VIOLATION IS NOT SATISFIED WITHIN THE 72 HOURS GRACE PERIOD, THEN THE UNIT OWNER WILL BE FINED \$100.00 FOR EACH DAY THAT THE VIOLATION CONTINUES.

14. Vehicle Parking: ALL VEHICLES MUST HAVE A PERMIT TO PARK ON BELLASOL PROPERTY AFTER MIDNIGHT Parking permits are non-transferable. Permits transferred to another vehicle will be immediately towed. Illegal permits or transferred permits will result in \$100.00 fine. Residents are required to register their vehicle(s) with Management. New residents must register their vehicle(s) receive a parking decal (display in the lower driver side back glass/hatch corner), gate access code and can purchase a gate remote. Vehicle registration must be update each year, when a resident removes or adds a vehicle or gate code and remote will be inactive. Limit two vehicle/Unit because of parking space limits. Abandoned, unregistered, illegally parked (motorcycles must be parked in appropriate parking spaces); vehicles with "For Sale" signs, inoperable and/or oversized vehicles of any kind shall not be parked on any portion of the property. These vehicles are subject to immediate towing at the owner's expense. Owner's that leave their vehicles on the property while vacationing or returning up North, are required to submit written notice to management with all vehicle information and way for local access, if we need to move the vehicle in your absence. All persons must park in their assigned parking space front of vehicle first. Backing into parking spaces is prohibited at any time. No Commercial vehicles, work vehicles with any materials or equipment on the outside of the vehicle, campers, mobile homes, motor homes, house trailers or trailers of every other description recreational vehicles, boats, jet skis, and/or trailers are permitted on the property at any time. No repair of vehicles, (this includes oil changes) shall be made on any portion of the community property.

All authorized and overnight vehicles must have affixed their assigned and approved parking permit, visible at all times while on the premises. All of the above-mentioned vehicles are subject to immediate towing at the owner's expense. The towing service is listed at each entrance of the property. No vehicle belonging to a unit owner, lessee, or to the member of a family or guest, tenant of a unit owner shall be parked in such a manner as to impede or prevent access to another parking space. No unit owner or lessee or their respective family members, visitors may park their vehicle in any parking space other than the parking unit owned by such unit owner

- **15.** Guest Parking: GUEST PARKING PASSES are only for seven 7 days on the same vehicle. The guest parking pass is designed for only guest of the unit and cannot be used as a permanent parking sticker, if you have a guest please notify management for a guest parking pass.
- **16. Speeders:** Speeding is prohibited in the complex. On an infraction, the speeding vehicle may lose their gate access if legal authorities are be contacted for a formal complaint.
- 17. Pool/SPA Rules: The POOL and SPA AREA IS UNDER RECORDED VIDEO SURVEILLANCE! NO LIFEGUARD IS ON DUTY! SWIM AT YOUR RISK! Swimming hours are from Dawn to Dusk (no night time swimming). Small children in diapers must wear the special swimming pants. A. NO BIKES, SKATEBOARDS, ROLLER BLADES, HOVERBOARDS, RADIO CONTROLLED DEVICES, NO LOUD MUSIC AND SCOOTERS. NO GLASS or BREAKABLE CONTAINERS are allowed on the pool deck or under the pool lanai area. NO SMOKING, NO ALCOHOL, NO PETS/ANIMALS.

Food (including snacks of any kind) is never permitted on the pool deck area. Food is allowed only in the covered lanai area. Beverages are permitted, as long as they remain eight (8) feet from the edge of the pool and spa.. NO SWIMMING in STREET CLOTHING ALLOWED IN POOL/SPA E. SHOWER BEFORE ENTERING POOL/SPA F. CLOSE TABLE UMBRELLAS BEFORE LEAVING G. LIMIT 4 Adult GUESTS (minor accompanied by adult) PER UNIT

- 18. Bellasol Resident Gate Usage: All Bellasol neighborhoods have two front access gates (North (close to Winkler) South (close to Colonial) which are controlled by timed (not automatic sensor) barrier arms (up and down) that regulate the single vehicle movement as Gates open. Residents enter their unique security code at call box or coded remote to open activate timed barrier arms and open Gates. Visitors of any kind, including service deliveries and contracted private resident services, will not be allowed in the Bellasol Community without Resident consent and use of call box. Residents are responsible for appointment entrance and gate procedures. The responsibility of vehicle proper Bellasol Gate entry is with the driver and the Bellasol resident. ALL SCHOOL BUS PICK-UP AND DROP OFF IS AT THE SOUTH GATE. Only special needs buses may enter and drop off at the door.
- **19. Cleanliness:** Unit owners/tenants shall not allow anything to be thrown (cigarette, cigar butts, paper or trash of any kind). No trash to be placed outside doors, in lanais or fenced court yards or to any of the common areas or Condominium Property.
- **20.** Unit Access: The Association and/or agents shall have the irrevocable right of access to any unit during reasonable hours for emergency, maintenance, repair, or replacement of the common elements, limited common elements, or any portion of a unit to be maintained by the Association, or as necessary to prevent damage to the common elements or to another unit or units. Association must have a current key and alarm code to all units. In the event the association does not have immediate access to the unit; the owner shall be fined and assessed all cost to gain access to said unit{s}.
- 21. Exterior Appearances: No construction, no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees or shrubs shall take place anywhere on the Condominium Property until plans for the same are submitted to and approved by the Architectural Review Board. If the Architectural Review Committee fails to approve or disapprove plans submitted to it, or to request additional information reasonably required, within thirty (30) days after submission thereof, the plans shall be deemed approved. If the Architectural Review Board disapproves any plans submitted to it, the Owner or Condominium Association whose plans have been disapproved shall have the right to appeal the decision by written notice to the Board within fifteen (15) days after the Architectural Review Board issues its disapproval. The Architectural Review Board shall establish, subject to the Board's approval, a procedure for such appeals. The Board's decision on any appeal shall be final. No television, microwave or other outdoor antenna system, or satellite facility shall be erected or maintained within the boundaries of the condominium. Any proposed alterations must be submitted in advance for approval to the Association. This includes; entry doors, screen doors, exterior locks, and wooden fences.
- **22. Satellite Antennas**: The installation of Satellite Antennas is permitted only on Unit's lanai or enclosed court yard. All installations must be approved by the Architectural Review Committee before being installed. The Architectural Review Committee approves satellite antenna installations where the antenna is installed completely within a Unit's lanai/ fenced court yard and where it is not visible from outside the unit. Satellite Antennas may not be installed on areas that are not exclusively under the control of a unit Owner including, but not limited to, the exterior of any condominium building, the roof of any condominium building, or in the Common Elements or Common Areas will be immediately removed by the Association and the Unit Owner will be charged for the removal and for all damages that the installation caused to the Common Element or Common Area.
- 23. Air-Conditioning and Water: Unit Owners are responsible for maintaining electric service for each Unit and must have their Air-Conditioning on and the thermostat set at a minimum electric service for each Unit and must have their Air-Conditioning on and the thermostat set at a minimum of 78 degrees Fahrenheit at all times to prevent mold. Failure to maintain proper Air-Conditioning may result in the growth of mold and damage to the Common Elements and Common Property of the Association, or to the property of neighboring Unit Owner. Damage caused to Association Property or to the property of a neighboring Unit Owner may subject the offending Unit Owner to liability for all damages and repairs occasioned by the failure to maintain proper air-conditioning. Additionally, Unit Owners must

shut-off water service within their Unit (at the main water shut-off valve above the hot water tank in the Unit) where the Unit Owner will be absent for a period of FOURTEEN (14) days or longer.

24. Hurricane Shutters: Hurricane shutters may be installed three {3) days before a National Weather Alert for the Bellasol area and must be removed seven (7) days following the storm provided there is no damage. HURRICANE SHUTTERS MAY NOT REMAIN UP ALL SEASON.

Fitness Center Usage Rules UNDER RECORDED VIDEO SURVEILLANCE

Bellasol Community offers a fully equipped Fitness Center for the exclusive use of our residents. The Fitness Center features a range of state-of-the-art equipment that will satisfy the needs of the serious athlete as well as the casual trainer. Our cardio-vascular area includes treadmills, stair climbers, exercise bikes, and a targeted strength training machine. For your convenience, the Fitness Center is open every day.

Rules

- 1. The Fitness Center is for the enjoyment of all residents.
- 2. Resident must accompany guests at all times.
- 3. Limit of (1) one guest per visit.
- 4. Security Key scan entry is required.
- 5. Users are responsible to report malfunctioning equipment to the Management Office.
- 6. Any deliberate damage to equipment will be the responsibility of the user.
- 7. Users of the fitness center are expected to be respectful of others using the fitness center at all times.
- 8. Users should ensure that personal music is listen with headphones not to disturb others.
- 9. Posted rules and regulations of the fitness center are to be adhered to at all times.
- 10. Bellasol is not liable for any injuries that may occur while using the fitness center.
- 11. Users are prohibited from providing personal training services to others and from conducting any other type of business in the fitness center.

Clubhouse Usage Rules: UNDER RECORDED VIDEO SURVEILLANCE

The Bellasol Community Clubhouse is available to Bellasol residents with approved security scan key card. The clubhouse security is camera monitored and has video surveillance. Eligibility Bellasol Clubhouse is reserved for all owners and their lessees in good standing with the Bellasol Community Association. Owners are responsible for the actions of their lessees. All Residents using the Bellasol Clubhouse must follow and honor posted hours, rules and regulations. To gain entrance the resident must have a registered id scan key card and community id (pool) and enter through front door only.

- 1. No entrance from or to the Clubhouse by way of the Pool (rear doors have security alarms).
- 2. Proper attire: All residents shall be properly attired. No Bathing suits maybe worn in Clubhouse unless completely dry and full covered, Footwear is required.
- 3. No food, drinks or alcohol beverages are allowed in Clubhouse, except during special events or socials sponsored by the Association.
- 4. No pets are allowed in the Bellasol Clubhouse or common entrance area.
- 5. Maximum number in Clubhouse

(Fire Department Code) is 35 people on a first served basis.

- 6. No Smoking
- 7. The Clubhouse Kitchen is not open to residents, however during special events the Clubhouse Kitchen maybe used by Bellasol Community Association Social Committee.
- 8. The ice machine is for the sole purpose of the Bellasol Clubhouse for Association events only.
- 9. The Bellasol Clubhouse maybe used by registered individual residents. The Clubhouse is not to be used for religious, political group meetings or by anyone seeking personal or business financial gains.
- 10. The residents are responsible to notify Association Management of any abuse, damage, or stolen items from the Clubhouse immediately.
- 11. Violation or abuse of Bellasol Clubhouse privileges could result in suspension of Clubhouse usage and fines.
- 12. Bellasol Community Association and its Management are not responsible for any resident personal items lost or stolen while the Clubhouse. The Bellasol Clubhouse usage is a privilege and the responsibility of all residents utilizing

it to maintain the facility and respect the rights of all other residents while in the Clubhouse. The foregoing Rules and Regulations are designed to make living for all unit owners/tenants pleasant and comfortable and compliance with the foregoing Rules and Regulations is mandatory. The restrictions imposed are for the mutual benefit of all.
Private Parties
. The Club House is available for private parties sponsored by owners or guests for personal or social reasons provided they do not conflict with other scheduled functions and or meetings. A guest who applies for use of the Club House must be a tenant whose rental period is a year or longer. The Club House is not available for parties for outside organizations even though sponsored by an owner or resident. All requests for use of the Club House must be made by written application through the Manager and approved five (5) days in advance.

BOARD RESOLUTION ADOPTING ENFORCEMENT RULES FOR FAILURE TO INITIATE LEASE APPLICATIONS AND LEASE RENEWALS

WHEREAS Article 9.09(a) of the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Bellasol (the "Declaration"), provides that the Board shall have the authority to approve all leases and renewals or extensions thereof; and

WHEREAS the ADDENDUM TO LEASE AGREEMENT BETWEEN (BELLASOL) LANDLORD AND TENANT provides the Lease Agreement shall not be renewed or extended, nor shall Tenant hold over the premises, without the prior notice to the Association in the same manner as a new lease.; and

WHEREAS the Board of Directors believes it is in the best interest of the Association to enforce lease renewals in the same manner as a new lease; and

NOW THEREFORE, the following rule(s) are adopted by the Board of Directors.

- 1. Application for a new lease agreement must be made 30 days in advance to move in. The Application for Lease Approval and the Addendum to Lease Agreement must be signed by the Unit Owner(s) and the proposed Tenant(s). Failure to include the Addendum to Lease Agreement completely filled out and duly executed shall render the proposed lease null and void as provided in Article 9.09(c) of the Declaration.
- 2. Existing lease agreements must be renewed prior to expiration. Renewal must be made within 30 days prior to the end date of the lease term, in the same manner as the original lease application. The Application for Lease Renewal and the Addendum to Lease Agreement must be signed by the Unit Owner(s) and the proposed Tenant(s). Additional occupants must be declared and will be treated as a new tenant requiring approval of the Board of Directors. Failure to include the Addendum to Lease Agreement completely filled out and duly executed shall render the proposed lease renewal null and void as provided in Article 9.09(c) of the Declaration.

The number of Board members who voted in favor of this Resolution is _____. The number of Board members who voted against this Resolution is _____. The vote of each Director is reflected in the minutes of the meeting at which this Resolution was adopted.

Bellasol Community Association, Inc.

Rogeen E Goodreau, President

BELLASOL COMMUNITY ASSOCIATION, INC.

BOARD RESOLUTION ADOPTING ENFORCEMENT POLICY

WHEREAS, the Board of Directors of the Association has a fiduciary duty to enforce the Governing Documents and law applicable to the residents, their family, guests and invitees in the community; and

WHEREAS, the Board of Directors believes it is in the best interest of the Association to adopt a policy and protocol for addressing violations of the Governing Documents and the law;

NOW THEREFORE, the following policy and protocol regarding enforcement of the Governing Documents and the law is hereby adopted:

In addition to any other specific remedy provided for in the law or the Governing Documents the Association shall generally strive to follow the procedures and protocol set forth below for addressing violations of the Governing Documents and the law:

- 1. All reports of violations must be in writing, stating the nature of the violation, and signed by the person(s) reporting such violation, and delivered to the Board of Directors.
- 2. The Board shall investigate and act upon such reports in a timely fashion.
- 3. If the violation is deemed to have occurred the Board will contact the violator and notify him or her of the violation and direct them to take whatever corrective action the Board shall deem warranted and necessary under the circumstances. This may be done in writing or verbally and may occur through the Association's agent including but not limited the Association manager or legal counsel. In any case the communication shall be documented in the Association's records.
- 4. If the violation continues or is repeated a second time, a certified mail, return receipt request, letter shall be sent to the responsible party, identifying the violation, the action taken to date, demanding compliance, and identifying possible penalties for non-compliance.
- 5. In the event of a third (or more) violation, the following action and penalties or combination of action and penalties may be taken and imposed by the Board:
 - A. Levying of a fine.
 - B. Imposing a suspension of use of all or a specified portion of the common facilities.
 - C. Evict the offending tenant.
 - D. Entering the Owner' property and correcting the violation.
 - E. Pre-suit mediation pursuant to the law.
 - F. Filing a civil court action(s) to enforce the Governing Documents.
 - G. Reporting the violation to the proper governmental authorities.
- 6. When allowed the Association shall seek to recover its attorney's fee, court costs, and any other cost of enforcement from the responsible party.

action it deems in its sole and exclusive disc	eretion to be warranted.	,	P	
This Resolution was adopted by th quorum was present held on the			Board meeting at w	hich a
	BELLASOL COMM	MUNITY	ASSOCIATION, IN	IC.
	BY: As Secretary	***************************************		

This policy and protocol shall not apply to violations of an emergency nature or when the Board believes it is in the best interest of the Association to deviate from the policy and protocol and take whatever

BELLASOL COMMUNITY ASSOCIATION, INC.

FINING AND SUSPENSION PROCEDURES

FINING AND SUSPENSION PROCEDURES

Florida Statutes, Chapter 718, allows associations to levy reasonable fines and impose suspensions for the failure of an owner or occupants, guest or invitees to comply with the Association's governing documents.

GENERAL PROTOCOL BEFORE IMPOSING A FINE OR SUSPENSION.*

Typically, before moving to fine or suspend a person the Association will send at least one violation/warning letter notifying the person of the rule and the violation and indicating what type of corrective action is required and warning that if the violation is not corrected or occurs again that a fine or suspension may be imposed. Then, a second letter will likely be sent indicating a fine or suspension may be imposed if the violation is not corrected or occurs again. Thereafter, if violation has not been corrected or has occurred again the Board will consider imposing a fine or suspension.

*This general protocol may be deviated from depending on the nature and circumstances of the violation and/or the history and the Board may move directly to a fine or suspension if it is deemed warranted at any time.

WHO CAN BE FINED OR SUSPENDED?

Under Chapter 718 Florida Statutes, you can fine or suspend the owner for either his/her own violation or the violation of his/her tenant, guest or other licensee occupying the Unit or invitee performing services for the Owner.

INITIATING THE PROCESS

The process generally starts with a complaint from a fellow resident or observation by a Board Member or Property Manager. The Board has delegated the power to the Property Manager to issue notice of intention to impose a fine or suspension for the alleged violation, but the Property manager should not act without also documenting the name(s) of the witness and other "evidence" to support the allegation. Once it has been determined that issuing a fine or imposing a suspension is warranted, the next step is to hold a properly noticed Board meeting. The Board meeting notice must be posted at least 48 hours in advance and the agenda item should specifically indicate that a fine or suspension for the property address and/or owner name should be listed. At the Board meeting the Board should by proper motion, second and vote levy the fine or impose the suspension expressly noting the rule violated and amount of the fine or length of the suspension. If the owner attends the Board meeting, they have the right to address the Board for up to 3 minutes on the issue before the Board votes.

AMOUNT OF THE FINE/LENGTH OF SUSPENSION

Florida Statutes allows for fines of up to \$100.00 per violation and \$100.00 per day in the case of a continuing violation, subject to a \$1,000.00 limit. The amount of the fine and the length of

suspension should be related to the severity and circumstances surrounding the violation and the owner's history of past or repeat violations.

RIGHT TO HEARING

After the Board's decision to impose the fine or suspension, the owner has a right to a Hearing before a committee of other owners. This committee is referred to as the "Fining/Suspension Committee" or similar name. A letter is sent to the Owner notifying him/her of the amount of the fine or length of the suspension imposed and notifying him/her of the hearing which should be scheduled at least nineteen (19) days from the date of the letter. The law provides that the hearing must held with at least fourteen (14) days' notice but it is recommended that five (5) additional days be added because the Florida Rules of Civil Procedure require a five (5) day grace period when notices are mailed. The Notice should be mailed certified and regular U.S. mail. If the owners e-mail address is known the notice should also sent to it, as a courtesy, but not in lieu of also sending it certified and regular U.S. Mail. The hearing should be held even if the owner does not request or agree to it or even appear at the hearing.

CONDUCTING THE HEARING

The "accused" has the right to present reasons why the fine or suspension should not be imposed and to be represented by counsel if desired. The Association also needs to have a representative at the Hearing to "prosecute." The Association's representative can be its Property Manager, a Board Member, a member of a "Rules Committee", an attorney, or some other person designated for the purpose.

The Association's prima *facia* case would. include submitting all warning letters or notices of the violation, the Board meeting notice of levying or imposing the fine, the meeting minutes if available and a copy of the Notice of Fining Hearing; and any evidence of the violation such as pictures or complaint letters; and a copy of the provision or Rule that was violated.

If the owner or individual involved does not appear for the Fining/Suspension Hearing, the Association should still present its case and the committee should still vote to affirm or deny the fine or suspension.

ROLE OF THE COMMITTEE

The committee may ask questions of both parties, but the committee's ONLY authority is to vote to approve or disapprove the fine or suspension by a majority vote. The committee's deliberations are not private and should be made at the open meeting.

If the committee votes in favor of the fine or suspension, then it is imposed. If it votes against it then it is not imposed. If the fine or suspension is not approved by the committee that does not mean the Board cannot utilize other enforcement powers to correct or stop the violation.

Notice of the ruling should be sent to the owner indicating the amount of the fine, the due date and or the common area amenity use that is suspended and the length of the suspension.

BELLASOL COMMUNITY ASSOCIATION, INC.

EVICTION POLICY

If the tenant violates the governing documents or reasonable rules or regulations or the Association, the Association may:

(a) If such noncompliance is of a nature that the tenant should not be given an opportunity to cure it or if the noncompliance constitutes a subsequent or continuing noncompliance within 12 months of a written warning by the Association of a similar violation, deliver a written notice to the tenant specifying the noncompliance and the Association's intent to terminate the rental agreement by reason thereof. Examples of noncompliance which are of a nature that the tenant should not be given an opportunity to cure include, but are not limited to, destruction, damage, or misuse of the Common Area property by intentional act or a subsequent or continued unreasonable disturbance. In such event, the Association may terminate the rental agreement, and the tenant shall have 7 days from the date that the notice is delivered to vacate the premises. The notice shall be in substantially the following form:

You are advised that your lease is terminated effective immediately. You shall have 7 days from the delivery of this letter to vacate the premises. This action is taken because (cite the noncompliance).

(b) If such noncompliance is of a nature that the tenant should be given an opportunity to cure it, deliver a written notice to the tenant specifying the noncompliance, including a notice that, if the noncompliance is not corrected within 7 days from the date that the written notice is delivered, the Association shall terminate the rental agreement by reason thereof. Examples of such noncompliance include, but are not limited to, activities in contravention of the Association governing documents or rules and regulations such as having or permitting unauthorized pets, guests, or vehicles; parking in an unauthorized manner or permitting such parking; or failing to keep the premises clean and sanitary. If such noncompliance recurs within 12 months after notice, an eviction action may commence without delivering a subsequent notice pursuant to paragraph (a) or this paragraph. The notice shall be in substantially the following form:

You are hereby notified that (cite the noncompliance). Demand is hereby made that you remedy the noncompliance within 7 days of receipt of this notice or your lease shall be deemed terminated and you shall vacate the premises upon such termination. If this same conduct or conduct of a similar nature is repeated within 12 months, your tenancy is subject to termination without further warning and without your being given an opportunity to cure the noncompliance.

APPLICATION FOR BELLASOL COMMUNITY ACCESS

Check one:	Own my condominium	inium (<u>bring copy of lease</u>)						
Check one:	Check one: Live here year-round Live here part-time							
UNIT#Bellasol Circle Name at Unit:								
	EHICLE and GATE ENTRY Covices-\$50 each; one gate access co	•						
1st Vehicle:	Registered Name:							
Year:	Make:	Model:		Color:				
License Plate #:		State:	BSC Decal #:					
2 nd Vehicle: Name:	Registered							
Year:	Make:	Model:		Color:				
License Plate #:		State:	BSC Decal #:					
Gate Entry Code (no consecutive or d	e: 1 st Remote uplicated numbers)	e PIN#:	2 nd Remote I	PIN#:				
Directory Code:				•				
Directory Code:	(3-digits only) (last name for directory list	(first initial)	(local phone # dialed by 3-digit of	ode at directory)				
Directory Code:	(3-digits only) (last name for directory list	(first initial)	(local phone # dialed by 3-digit of	ode at directory)				
Directory Code:	(3-digits only) (last name for directory lis	t) (first initial	(local phone # dialed by 3-digit	code at directory)				
SECTION II: O	CLUBHOUSE AND POOL ENT LL PERSONS UNDER AG SENT AT THE CLUBHOU	TRY: (LIMITED TO SE 18 MUST I	ONE PROXY CARD PER UNIT\$2 BE ACCOMPNIED	0) BY AN ADULT				
Proxy Card PII	N#	_						
responsible to let r	ve received all materials and are responanagement know when you are no loonsible to notify management immediately.	nger living at Bella	e information contained in the sol Community. Should any	s agreement. You are of your devices be lost or				
Signature:			Date:					
e-mail:			Contact phone #:					
Clerical Use On Bellasol Associa		5 6 7	Lease Expiration Date: Month Seasonal Resident (issue	Year				