

BELLASOL COMMUNITY ASSOCIATION, INC.
Alliant Property Management, LLC
13831 Vector Ave
Fort Myers, FL 33907
(239)454-1101 or (239)454-1147 Fax

APPLICATION FOR LEASE / PURCHASE
(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****

COMPLETE ALL QUESTIONS (Please Print). Incomplete applications will not be processed.

Current Owner of Record:_____

Email of Owner_____

() I (we) hearby apply for approval to purchase unit _____ at
Bellasol Community Association, Inc., and for membership in the association.

Closing Date:_____ Copy of sales contract must be attached.

() I (we) hereby apply for approval to lease unit _____ in Bellasol
Community Association, Inc., for the period beginning _____, 20__, and ending
_____, 20__. A copy of the signed lease agreement must be attached.

****Must establish citizenship or eligible immigrant status in accordance with State and
Federal Laws.****

THE UNDERSIGNED HEREBY MAKES APPLICATION FOR LEASE/PURCHASE IN
**BELLASOL COMMUNITY ASSOCAITON INC IN ACCORDANCE WITH THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.** The
Applicant(s) represent that the following information is true and correct and consent to
further investigation concerning this information or any information which comes from
that inquiry which is necessary for approval of this request.

If this transaction is a sale: I am purchasing this unit we will provide the Association with a
copy of our recorded deed within 10 days of closing with the intention to:

1. Reside here full time_____

2. Reside here Part-time_____

3. Lease the unit_____

I (we) will provide the Association with a copy of our recorded deed within 10 days of closing

Applicant Information:

1. Name of Applicant:: _____

2. Spouse:_____

3. Address:_____

Phone#: _____ Other Phone#: _____

4. Email:_____

5. Citizen of US? Self _____ Spouse: _____

6. Nature of Profession: (If Retired, former) _____

Company or Firm Name:_____

Position Held:_____ Business Address:_____

7. Person to notify in case of emergency: _____
Address _____ Phone: _____

8. The Association documents of Bellasol Community Association Inc. and Bellasol Condominium 1-7 Association, Inc. provide an obligation of the unit owners that all units are for single-family residence only. Please state name, relationship and age of all other persons who will be occupying the unit..

| Name | Relationship | Age |
|-------|--------------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

9. References (3)-please give names, addresses and phone numbers:

1. _____
2. _____
3. _____

10. List all vehicles owned below: (Only two (2) cars permitted)

Vehicle #1: Year _____ Color _____ Make / Model _____ License# _____
Vehicle #2: Year _____ Color _____ Make / Model _____ License# _____
(If rental vehicle or unknown, please indicate above)

11. Pets: No aggressive breeds.

What kind and number of Pets? _____

12. I Understand and agree that the Associations, in the event a unit is leased, is authorized to act as the 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 Statutes 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

Agent or Owner Signature Date

Real Estate Agent: _____ Company: _____
Phone: _____
Email: _____

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.

_____ **\$100 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 International applicants are \$45.00/person***)

_____ Fully completed application

_____ Copy of signed lease agreement & signed Addendum to Lease Form.

_____ Sales Contract.

_____ A clear copy of Drivers License or Photo ID of **all adults**.

_____ Completed disclosure consent for all applicants 18 & older.

_____ Receipt of Rules.

Return ALL above items to:

Alliant Property Management, LLC

13831 Vector Ave

Fort Myers, FL 33907

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 5th day of August 2013 and effective August 5, 2013.

The number of Board members who voted in favor of this Resolution is 3. The number of Board members who voted against this Resolution is 0. 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
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 contained herein modify the lease agreement ("Lease") between _____ (individually or collectively "Landlord") and _____ (individually or collectively "Tenant"), entered into on _____, for the lease of real property located at _____, and serve as an agreement between Landlord and Bellasol Community Association, Inc. ("Association") to assign rents payable to Landlord pursuant to the Lease from Landlord to Association for past-due and owing assessments, interest, costs and reasonable attorney's fees, which amounts are due pursuant to obligations of Landlord arising from the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens, recorded at O.R. Book 4520, Page 1541 *et seq.*, of the Public Records of Lee County, Florida, and all valid amendments thereto ("Declaration") and the Declaration of Condominium of Bellasol Condominium _____, A Condominium, recorded at O.R. Book _____, Page _____ *et seq.*, of the Public Records of Lee County, Florida, and all valid amendments thereto.

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. **USE:** 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. **COMPLIANCE WITH THE COMMUNITY ASSOCIATION DOCUMENTS:** 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. **ASSIGNMENT OR SUB-LEASING/RENEWAL:** 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. **AUTHORITY TO COMMUNICATE:** 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

Print Name: _____

Date: _____

Signature of Landlord 2

Print Name: _____

Date: _____

TENANT:

Signature of Tenant 1

Print Name: _____

Date: _____

Signature of Tenant 2

Print Name: _____

Date: _____

ACTIVE: 4769886_2

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 You Have Used

Date Of Birth

Street Address

City

State

Zip Code

Driver's License #

Exp. Date

State Issued

I hereby give consent for an investigative consumer report to be prepared for employment_____ or tenant purposes_____ (*applicant must circle one and initial it*), which may include information about me obtained from Law Enforcement Agencies, State Agencies, as well as Public Records information such as credit reports, social security information, criminal history information, motor vehicle records and workers' compensation records, such as are allowed by law and in accordance with the Americans With Disabilities Act. Your signature below indicates your understanding that this authorization shall remain on file and shall serve as a continuing authorization to procure consumer reports and/ or investigative consumer reports for the above purpose, at any time during the course of your employment or residency.

My signature certifies that I have read and agree with 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 You Have Used | Date Of Birth |
|--|---------------|

| |
|----------------|
| Street Address |
|----------------|

| | | |
|------|-------|----------|
| City | State | Zip Code |
|------|-------|----------|

| | | |
|--------------------|-----------|--------------|
| Driver's License # | Exp. Date | State Issued |
|--------------------|-----------|--------------|

I hereby give consent for an investigative consumer report to be prepared for employment_____ or tenant purposes_____ (*applicant must circle one and initial it*), which may include information about me obtained from Law Enforcement Agencies, State Agencies, as well as Public Records information such as credit reports, social security information, criminal history information, motor vehicle records and workers' compensation records, such as are allowed by law and in accordance with the Americans With Disabilities Act. Your signature below indicates your understanding that this authorization shall remain on file and shall serve as a continuing authorization to procure consumer reports and/ or investigative consumer reports for the above purpose, at any time during the course of your employment or residency.

My signature certifies that I have read and agree with the above statements.

| | |
|-----------|------|
| Signature | Date |
|-----------|------|

| | |
|---------|------|
| Witness | Date |
|---------|------|

BELLASOL COMMUNITY ASSOCIATION RULES AND REGULATIONS

MANY AREAS OF THE PROPERTY ARE UNDER RECORDED VIDEO SURVEILLANCE

1. **Pets:** Limited to two (2) household domestic pets. No vicious breeds of any kind will be allowed. All pets are to be on a leash at all times outside of the unit. Persons walking pets have the immediate responsibility to pick up all feces from the pet.
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 "in order 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."
3. **Obstructions:** Parking areas, all sidewalks, walkways, entrances, driveways and stairways must be kept open and shall not be obstructed in any manner.
4. **Signs:** (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.
5. **Children:** Children are not to play in the parking areas, on the public walkways or on the stairways. Reasonable supervision must be exercised when children are playing on the grounds. THIS INCLUDES CHILDREN WAITING FOR SCHOOL BUSES. No climbing on the gates, front entrance signs, trees or destruction of landscaping.
6. **Destruction of Common Area Property:** Neither unit owners, their family, guests, invitees, employees, nor lessees shall mark, mar, damage, destroy, deface or engrave any part of the condominium property. Unit Owners shall be financially responsible for any such damage.
7. **Cooking Devices:** No fires, cooking devices or other devices which emit smoke or dust shall be allowed on any lanai. This includes but not limited to gas grills, smokers and charcoal grills. (THIS IS A LEE COUNTY FIRE CODE).
8. **Use of units:** All units are designed for single family use. Multi-family use will be evicted by the Association. No business 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 at all times except for ingress and egress of vehicles.
9. **Trash:** 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. Please contact the City of Fort Myers Solid Waste Department (239)332-810, for all special pickups (i.e. mattresses, box spring, furniture, appliances or any other large 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!

10. **Maintenance Fees:** All maintenance fees are due and payable on the first day of each month. All payments received after the 10th day of the month will incur a \$25 late fee and interest of 18% per annum.
11. **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 and speeding.
12. **Lease Restrictions:** Leasing of units is permitted, so 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 cure the violation by submitting a rental application for approval, clearing any delinquent accounts with the Association, or taking other action necessary to cure the violation. IF THEN VIOLATION IS NOT CURED WITHIN THE 72 HOURS GRACE PERIOD, THEN THE UNIT OWNER WILL BE FINED \$100.00 FOR EACH DAY THAT THE VIOLATION CONTINUES. ALL PROSPECTIVE TENANTS MUST BE ABLE TO ESTABLISH CITIZENSHIP OR ELIGIBLE IMMIGRANT STATUS IN ACCORDANCE WITH STATE AND FEDERAL LAWS.
13. **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, 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 made inactive. Limit two vehicle/Unit because of parking space limits.
14. **GUEST PASSES are only good for two (2) days on the same vehicle.** The guest pass is designed for the unexpected guest and cannot be used on the same vehicle multiple nights or as a permanent parking sticker, if you have a guest please see management.

15. 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 owners 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. **No vehicle is permitted to back in to parking spaces. 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 skies, 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 communities property. All authorized and overnight vehicles must have affixed to their vehicles driver's side back bumper 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.
16. **Speeders:** in the complex will receive a first letter of warning. The second time the Unit owner will receive a \$100.00 fine. On the next infraction the speeding vehicle will loose their gate access will be revoke and legal authorities will be contacted for a formal complaint.
17. **Pool/SPA Rules:** Children under the age of 18 must be supervised by a legal guardian. Swimming hours are from Dawn to Dusk. Small children in diapers must wear the special swimming pants.
- A. NO BIKES, SKATEBOARDS, ROLLER BLADES AND SCOOTERS
 - B. NO GLASS, NO SMOKING, NO ALCOHOL, NO ANIMALS
 - C. NO FOOD OR DRINK near the pool perimeter ONLY AT THE TABLES
 - D. NO STREET CLOTHING ALLOWED IN POOL/SPA
 - E. SHOWER BEFORE ENTERING POOL/SPA
 - F. CLOSE TABLE UMBRELLAS BEFORE LEAVING
 - G. LIMIT 4 GUESTS PER UNIT
18. **Bellasol Resident Gate Usage:** All Bellasol neighborhoods have front access gates which are controlled by timed 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.
19. **Cleanliness:** Unit owners/tenants shall not allow anything to be thrown (cigarette, cigar butts, paper or refuse of any kind) or to fall from doors or lanais on 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 the purpose of 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 to all units. In the event the association does not have immediate access the unit 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 Board fails to approve or disapprove plans submitted to it, or to request additional information reasonably required, within forty-five (45) 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. But, all installations must be approved by the Architectural Review Board before being installed. Generally speaking, the Architectural Review Board approves satellite antenna installations where the antenna is installed completely within a Unit's lanai 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. 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 three (3) 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 three (3) days following the storm provided there is no damage. HURRICANE SHUTTERS MAY NOT REMAIN UP ALL SEASON.
25. **Addendum to Bellasol Clubhouse Resident Usage:** 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 adult owners (age of 18 over) 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.

Clubhouse Usage Rules:

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. Bathing suits maybe worn in Clubhouse if 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.

Applicant Signature: _____

Date: _____

Bellasol Community Association, Inc.

Receipt of Rules and Regulation

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