

BELLA TERRA

CHECKLIST FOR APPLICATION FOR APPROVAL TO LEASE

Condominiums at Barletta I – VII, Inc.

Please submit your application 20 days prior to start date. All items listed below must be attached to ensure the timely processing of your application.

Property Address: _____

Lessee(s)/Tenants: _____

Owner(s) _____

Owner(s) Property Mgr./Realtor _____

- Completed and signed application (tenants).
- Completed and signed transfer of membership form (tenants/owners).
- Signed release and informational notice form for all Bella Terra of SWFL amenities/activities.
- Completed and signed disclosure of consent forms for adults 18 years of age and older. **N/A FOR LEASES 1-3 mos.**
- Copy of driver's license for adults 18 years and older.
- Attach a signed copy of lease between owner(s) and tenant(s).
 - Processing Fee - \$100., check or money order made payable to *Alliant Property Mgmt.* (Non-refundable)
 - Transfer of Membership Fee - \$100, check or money order made payable to *Bella Terra Master of SWFL.* (Refundable if not approved)
 - Background Fee - \$55 each applicant – check or money order made payable to *Alliant Property Mgmt.* (Non-refundable). **N/A FOR LEASES 1-3 mos.**

- PLEASE REVIEW CERTIFICATE OF AMENDMENT AND RULES & REGULATIONS for any additional requirements and/or information. Last 8 pages.

MAIL OR SUBMIT IN PERSON THIS APPLICATION PACKET TO:

ALLIANT PROPERTY MGMT.

Attn: Bella Terra Sales & Leasing

13831 Vector Ave.

Fort Myers, FL 33907

APPLICATION FOR LEASE

CONDOMINIUMS AT BARLETTA ASSOCIATION, INC.

Please submit this completed application to the attention of the Board of Directors at Condominiums at Barletta Association, Inc., c/o Alliant Property Management, L.L.C. 13831 Vector Ave. Fort Myers, FL 33907. Fax (239) 454-1147 or e-mail (alexh@alliantproperty.com) is acceptable.

Date: _____, 20__

To: Board of Directors of Condominiums at Barletta Association, Inc.

I(We) intend to lease Unit No. __, located in Condominium __ at Barletta. A Condominium, for a term commencing _____ and ending _____. A copy of the proposed lease is attached. The name(s) of all persons listed as Tenant(s) on the lease is(are) _____ ("Applicant(s)"). I(We) represent

that the following information and the information included in the lease is factual and true. I(We) am(are) aware that any falsification or misrepresentation of the facts in this Application or any materials acquired in connection herewith may result in rejection of this Application, or constitute grounds for the Association to void any approval that may be granted. I(We) consent and acknowledge that the Association or its agent may make further inquiry concerning this Application, including, but not limited to checking references, contacting persons referenced in this Application or other persons, conducting a criminal background check, and obtaining a credit report or similar financial information.

I(We) have read and agree to be bound by the Declaration, Bylaws, Articles of Incorporation, and the Rules and Regulations of the Association (collectively "Condominium Documents"), copies of which documents have been furnished to me(us) by the Unit Owner, and recognize that the Condominium Documents may be amended from time to time. If any question cannot be answered in the space provided, attach a separate sheet or sheets of paper.

I(We) also recognize that Article 13.5 of the Declarations of Condominium provides:

The Board shall have the authority to promulgate a lease addendum. All leases shall include a lease addendum, if so promulgated by the Board. Said lease addendum and all other leases will provide, or be deemed to provide, that the Tenants and all Residents have read and agreed to be bound by this Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations as the same may be amended from time to time (the "Condominium Documents"). The lease addendum and other leases shall further provide or be deemed to provide that any violation of the Condominium Documents shall constitute a material breach of the lease and subject the Tenant to eviction as well as any other remedy afforded by the Condominium Documents or Florida law. If a Tenant, Resident, other unit Occupant, Guest or invitee fails to abide by the Condominium Documents, the unit owner(s) shall be responsible for the conduct of the Tenants, Residents, Occupants, Guests and invitees and shall be subject to all remedies set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the Tenant. The unit owner shall have the duty to bring his Tenant's conduct (and that of the other unit Residents, Occupants, Guests and invitees) into compliance with the Condominium Documents by

whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the unit owner fails to bring the conduct of the Tenant into compliance with the Condominium Documents in a manner deemed acceptable by the Association, or in other circumstances as may be determined by the Board, the Association shall have the authority to act as agent of the unit owner to undertake whatever action is necessary to abate the Tenants' noncompliance with the Condominium Documents (or the other noncompliance of other Residents, Occupants, Guests or invitees), including without limitation the right to institute an action for eviction against the Tenant in the name of the Association in its own right, or as agent of the unit owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions, from the unit owner which shall be secured by a continuing lien in the same manner as Assessments for Common Expenses, to wit, secured by a lien for charges. Any uniform lease or lease addendum will provide, and all leases will be deemed to provide that the Association shall have the authority to direct that all rental income related to the unit be paid to the Association until all past due and current obligations of the Association have been paid in full, including but not limited to all past due Assessments, charges, other monetary obligations, late fees, interest, attorneys' fees and cost and expenses of collection.

I(We) agree to be bound by Article 13, without limiting the applicability of the Condominium Documents as a whole.

1. FULL NAME OF PRESENT OWNER(S) OF UNIT:

2. FULL NAME OF APPLICANT 1 _____

FULL NAME OF APPLICANT 2 _____

3. SOCIAL SECURITY NUMBER OF APPLICANT 1 _____

SOCIAL SECURITY NUMBER OF APPLICANT 2 _____

4. DATE OF BIRTH OF APPLICANT 1 _____

DATE OF BIRTH OF APPLICANT 2 _____

5. IF THERE ARE MORE THAN TWO (2) APPLICANTS PLEASE EXPLAIN HERE AND FURTHER PROVIDE ADDITIONAL INFORMATION AS APPROPRIATE (INCLUDING SOCIAL SECURITY NUMBERS AND DATES OF BIRTH FOR ALL APPLICANTS) ELSEWHERE IN THIS APPLICATION SO THAT ALL APPLICANTS SUBMIT INFORMATION (USE SEPARATE SHEETS OF PAPER IF NECESSARY):

6. IS ANY APPLICANT A SERVICE MEMBER AS DEFINED IN S. 250.01, FLORIDA STATUTES? _____ YES _____ NO

7. OCCUPATION OF APPLICANT 1 _____

- POSITION HELD PRESENTLY _____ HOW LONG? _____
- OCCUPATION OF APPLICANT 2 _____
- POSITION HELD PRESENTLY _____ HOW LONG? _____
8. PRESENT RESIDENCE ADDRESS OF APPLICANT(S) _____
 CITY _____ STATE _____ ZIP _____ PHONE _____
 E-MAIL _____ HOW LONG? _____
9. IS PRESENT RESIDENCE, OR ANY PREVIOUS RESIDENCE OF APPLICANT(S) WITHIN THE PAST 7 YEARS, A CONDOMINIUM, COOPERATIVE OR IS SUBJECT TO REGULATION BY HOMEOWNER'S ASSOCIATION: _____ YES _____ NO
- IF SO, NAME AND ADDRESS OF ASSOCIATION _____
 CITY _____ STATE _____ ZIP _____ PHONE _____
 E-MAIL _____
10. IF PRESENT RESIDENCE IS RENTAL:
 NAME & ADDRESS OF CURRENT LANDLORD _____
 CITY _____ STATE _____ ZIP _____ PHONE _____
 E-MAIL _____
11. APPLICANT 1: NAMES AND ADDRESSES OF EMPLOYER(S) DURING THE THREE YEARS PRIOR TO THE DATE OF THIS APPLICATION, AND THE DATES OF EMPLOYMENT. BEGIN WITH PRESENT EMPLOYER.
- (1) _____
- (2) _____
- APPLICANT 2: NAMES AND ADDRESSES OF EMPLOYER(S) DURING THE THREE YEARS PRIOR TO THE DATE OF THIS APPLICATION, AND THE DATES OF EMPLOYMENT. BEGIN WITH PRESENT EMPLOYER.
- (1) _____
- (2) _____
12. PLEASE STATE THE NAME AND RELATIONSHIP OF ALL PERSONS WHO WILL BE PERMANENTLY OCCUPYING THE UNIT (LIVING WITH APPLICANT(S) OR RESIDING IN UNIT FOR 30 DAYS OR MORE PER YEAR) OTHER THAN THE APPLICANT(S) HEREIN:
- NAME: _____ RELATIONSHIP: _____
 SSN: _____ DOB: _____
- NAME: _____ RELATIONSHIP: _____
 SSN: _____ DOB: _____
- OTHER _____
13. PLEASE PROVIDE THREE (3) PERSONAL REFERENCES FOR EACH APPLICANT. THE SAME PERSON(S) MAY BE LISTED AS A REFERENCE FOR MORE THAN ONE APPLICANT:
- APPLICANT 1:

NAME _____ PHONE _____
ADDRESS _____
NAME _____ PHONE _____
ADDRESS _____
NAME _____ PHONE _____
ADDRESS _____
APPLICANT 2:
NAME _____ PHONE _____
ADDRESS _____
NAME _____ PHONE _____
ADDRESS _____
NAME _____ PHONE _____
ADDRESS _____

14. PERSON TO NOTIFY IN AN EMERGENCY:

NAME _____ PHONE _____ E-MAIL _____

15. MANUFACTURER, MODEL & YEAR OF AUTOMOBILE(S) TO BE KEPT OR USED AT THE CONDOMINIUM:

CAR NO. 1: _____ LICENSE NUMBER: _____

CAR NO. 2: _____ LICENSE NUMBER: _____

16. NO ONE OTHER THAN A UNIT OWNER MAY KEEP A PET AS AUTHORIZED BY SECTION 12.3 OF THE DECLARATIONS AND THE UNIT OWNER MUST BE IN SIMULTANEOUS RESIDENCE WITH SAID PET. NO PETS OF ANY KIND ARE PERMITTED IN NON-OWNER OCCUPIED UNITS, INCLUDING BUT NOT LIMITED TO LEASED UNITS.

17. ADDRESS FOR NOTICE OF ACCEPTANCE OR REJECTION OF THIS APPLICATION:

MAILING ADDRESS: _____
PHONE: _____ E-MAIL (IF E-MAIL IS ACCEPTABLE MANNER OF COMMUNICATION): _____

18. IF APPLICATION FOR LEASE IS ACCEPTED, ADDRESS FOR DELIVERY OF ASSOCIATION MATERIALS (IF DIFFERENT FROM UNIT ADDRESS):

MAILING ADDRESS: _____
E-MAIL: _____

I understand that upon its receipt of a totally completed Application acceptable to the Association, including the lease, the receipt of the application fee (\$100 per Applicant, husband and wife/members of the same family are considered one Applicant) and a personal interview (if requested), the Association has thirty (30) days within which to accept or reject the Application.

I understand that any violation of the terms, provisions, conditions, and covenants of the Condominium Documents provides cause for pursuit of remedies therein provided. Although a few provisions of the Condominium Documents are mentioned herein, all of the Condominium

Documents should be carefully reviewed prior to leasing. I also acknowledge that the Condominium Documents may be amended from time to time and that a violation of same is also a violation of my lease agreement.

Signature of Applicant 1

Signature of Applicant 2

Print Name: _____

Print Name: _____

Date: _____

Date: _____

The current Owner(s) of said Unit join in this Application to request the Board to review same.

Signature of Unit Owner 1

Signature of Unit Owner 2

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Application Materials Received _____, 20__ Interview Conducted _____, 20__

APPROVED: _____ DISAPPROVED: _____ DATE: _____, 20__

Signature of Association Representative

Print Name: _____

Bella Terra of SW Florida Transfer of Membership Form

Transferee Name(s): _____

Bella Terra Address: _____

Email Address: _____

Dates of Transfer: From: _____ To: _____

Telephone Number(s): _____

Transferees acknowledge to abide by all Rules & Regulations set forth by the Board Of Directors.

Signature(s) of Transferee(s) _____ Date _____

Owner's
Name:

Address and telephone number where Owner may be reached:

Bella Terra of SW FL (owner) member acknowledges that a transfer is for a minimum of one month and that he/she does not have membership privileges for the duration of the transfer.

Signature of owner (or agent for owner): _____
Date: _____

Transfer fee of \$100.00, made payable to Bella Terra of SW FL Master Association, should accompany transfer form. All transferees must come into the office to check in, sign the fitness waiver and receive membership access cards.

Amount paid: _____ Check / Cash: _____ Staff initials: _____ Date: _____

Fitness/Activities waiver signed? Yes___ No___ Staff initials: _____

Bella Terra of Southwest Florida, Inc.

20070 Bella Terra Blvd.

Estero, FL 33928

Phone: 239-495-7172 * Fax: 239-405-7417



RELEASE AND INFORMATIONAL NOTICE FOR BELLA TERRA OF SW FL AMENITIES: FITNESS, BOCCIE, PICKLEBALL, TENNIS, SOCCER FIELD, BASEBALL FIELD, VOLLEY BALL COURTS, BASKETBALL COURTS, IN LINE SKATING RINK & SWIMMING POOLS

The Bella Terra of SW FL fitness, bocce, pickleball, tennis, soccer field, baseball field, volley ball court, basketball courts, in-line skating rink, playground & swimming pools are community amenities, collectively referred to in this document as amenities. All residents, family members and guests of residents have the right to use these amenities without paying a specific fee, if this release is signed, and subject to the following restrictions:

- Children under the age of 13 are not permitted in the fitness center under any circumstances. Children age 13 to 17 must always be accompanied and directly supervised by parent or guardian adult in the fitness room.
- Children under the age of 13 must be accompanied by and directly supervised by an adult at all recreational facilities, community center and pool areas.

The Bella Terra of SW FL amenities are all unsupervised and each person using these amenities assumes all risks, responsibility, costs, and damages associated with using the amenities including any and all equipment.

Attending and playing Bocce, Pickleball and/or Tennis could present a possibility of injury. The risk of injury or even death may arise from the improper use of the courts and by the physical exertion of playing these sports or from use by a person who may not be physically fit or in good physical health or for other reasons.

The use of the equipment and machinery in the Fitness Center is a potentially hazardous activity. The risk of injury or even death may arise from the improper use of the equipment and machinery or from use by a person who may not be physically fit or in good physical health or for other reasons.

Any person who uses the Bella Terra of SW FL amenities should be evaluated by a physician and assured that participating in stressful physical activity is in his or her best interest. The responsibility to receive medical clearance rests exclusively with the person using the Bella Terra of SW FL amenities and will continue to be the obligation of the participant as long as he or she uses the amenities and/or equipment.

By my signature below I acknowledge that I am solely responsible for my actions and behavior and for the actions and behavior of my family members and/or guests who use Bella Terra of SW FL amenities and/or equipment. I further release Bella Terra of SW FL from any and all obligations and liabilities for damages, injury or death resulting from my, my family's or my guests use of the Bella Terra of SW FL amenities and/or equipment. Further, I hereby indemnify and hold harmless the Bella Terra of SW FL against all costs, expenses and reasonable attorneys' fees, including appellate attorneys' fees incurred by the Association in the defense of any action based on the foregoing. Participants under 18 signing this release must have a parent or guardian also sign on their behalf.

Printed Name of Participant

Bella Terra of SW FL Member Number (or guest of)

Signature of Participant

Date:

Bella Terra of Southwest Florida, Inc.

20070 Bella Terra Blvd.

Estero, FL 33928

Phone: 239-495-7172 * Fax: 239-405-7417



RELEASE AND INFORMATIONAL NOTICE FOR BELLA TERRA OF SW FL AMENITIES: FITNESS, BOCCE, PICKLEBALL, TENNIS, SOCCER FIELD, BASEBALL FIELD, VOLLEY BALL COURTS, BASKETBALL COURTS, IN LINE SKATING RINK & SWIMMING POOLS

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- Children under the age of 13 must be accompanied by and directly supervised by an adult at all recreational facilities, community center and pool areas.

The Bella Terra of SW FL amenities are all unsupervised and each person using these amenities assumes all risks, responsibility, costs, and damages associated with using the amenities including any and all equipment.

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The use of the equipment and machinery in the Fitness Center is a potentially hazardous activity. The risk of injury or even death may arise from the improper use of the equipment and machinery or from use by a person who may not be physically fit or in good physical health or for other reasons.

Any person who uses the Bella Terra of SW FL amenities should be evaluated by a physician and assured that participating in stressful physical activity is in his or her best interest. The responsibility to receive medical clearance rests exclusively with the person using the Bella Terra of SW FL amenities and will continue to be the obligation of the participant as long as he or she uses the amenities and/or equipment.

By my signature below I acknowledge that I am solely responsible for my actions and behavior and for the actions and behavior of my family members and/or guests who use Bella Terra of SW FL amenities and/or equipment. I further release Bella Terra of SW FL from any and all obligations and liabilities for damages, injury or death resulting from my, my family's or my guests use of the Bella Terra of SW FL amenities and/or equipment. Further, I hereby indemnify and hold harmless the Bella Terra of SW FL against all costs, expenses and reasonable attorneys' fees, including appellate attorneys' fees incurred by the Association in the defense of any action based on the foregoing. Participants under 18 signing this release must have a parent or guardian also sign on their behalf.

Printed Name of Participant

Bella Terra of SW FL Member Number (or guest of)

Signature of Participant

Date:

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
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Please Print Any Other Names You Have Used	Date Of Birth
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Street Address

City	State	Zip Code
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Driver's License #	Exp. Date	State Issued
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I hereby give consent for an investigative consumer report to be prepared on me,
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.

Signature	Date
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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 on me, 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.

Signature Date

INSTR # 2014000076985, Doc Type DOC . Recorded 04/15/2014 at 11:54 AM,
Linda Doggett, Lee County Clerk of Circuit Court, Rec. Fee \$69.50 Deputy
Clerk WMILLER

Prepared by and returned to:

Becker & Poliakoff, P.A.
Sarah E. Spector, Esquire
12140 Carissa Commerce Court, Suite 200
Fort Myers, FL 33966

CERTIFICATE OF AMENDMENT

DECLARATIONS OF CONDOMINIUM FOR CONDOMINIUM I AT BARLETTA, A CONDOMINIUM CONDOMINIUM II AT BARLETTA, A CONDOMINIUM CONDOMINIUM III AT BARLETTA, A CONDOMINIUM CONDOMINIUM IV AT BARLETTA, A CONDOMINIUM CONDOMINIUM V AT BARLETTA, A CONDOMINIUM CONDOMINIUM VI AT BARLETTA, A CONDOMINIUM

I HEREBY CERTIFY that the following amendments to the Declarations of Condominium for Condominium I at Barletta, Condominium II at Barletta, Condominium III at Barletta, Condominium IV at Barletta, Condominium V at Barletta and Condominium VI at Barletta were duly adopted by the Association membership at the duly noticed Special Members' Meeting of the Association on the 14th day of April 2014. Said amendments were approved by a proper percentage of voting interests of the Association. The Declaration of Condominium for Condominium I at Barletta, a Condominium, is recorded at OR Book 4580, Page 4517 *et seq.*; the Declaration of Condominium for Condominium II at Barletta, a Condominium, is recorded at OR Book 4828, Page 4326 *et seq.*; the Declaration of Condominium for Condominium III at Barletta, a Condominium, is recorded at Instrument No. 2005000069245; the Declaration of Condominium for Condominium IV at Barletta, a Condominium, is recorded at Instrument No. 2005000141415; the Declaration of Condominium for Condominium V at Barletta, a Condominium, is recorded at Instrument No. 2006000214070; and the Declaration of Condominium for Condominium VI at Barletta, a Condominium, is recorded at Instrument No. 2006000369514; all of the Public Records of Lee County, Florida.

Additions indicated by underlining.

Deletions indicated by ~~striking through~~.

Amendment: Section 4.12, Section 4.29 (NEW), Section 12.3 and Article 13,
Declaration of Condominium

4. **DEFINITIONS.** The terms used in this Declaration and its exhibits shall have the meanings stated below and in the Act, unless the context otherwise requires.

(Section 4.1 through Section 4.11 Remain Unchanged)

LAW OFFICES
BECKER & POLIAKOFF, P.A.
12140 CARISSA COMMERCE COURT • SUITE 200 • FORT MYERS, FL 33966
TELEPHONE (239) 433-7707

4.12 "Guest" means any person (other than the unit owner and his family) who is physically present in, or occupies any unit on a temporary basis at the invitation of the unit owner or other permitted occupant, without the payment of consideration. Any person who occupies a unit for thirty (30) days, whether or not consecutive, in any calendar year shall no longer be considered a Guest and, instead, shall be considered a Resident, as the term is defined below.

(Section 4.13 through Section 4.28 Remain Unchanged, Except as Noted Below)

4.29 "Resident" means any person who is occupying a unit for thirty (30) days, whether or not consecutive, in any calendar year and shall include, as applicable, unit owners. Tenants and members of their respective Families who reside in the unit.

12. USE RESTRICTIONS. The use of the units and the common elements shall be in accordance with the following provisions, and with Section 5 of the Bella Terra Declaration, as long as the Condominium exists:

(Section 12.1 and Section 12.2 Remain Unchanged, Except as Noted Below)

12.3 Pets. The owner of each unit may keep no more than two (2) small pets, of a normal domesticated household type (such as a cat or dog) in the unit. Dogs and cats must be leashed or carried at all times while outside of the unit. 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 to other residents. The owner is responsible for cleaning up after his pet. No one other than a unit owner may keep a pet as authorized by this Section 12.3 and the unit owner must be in simultaneous residence with said pet. No pets of any kind are permitted in non-owner occupied units, including but not limited to leased units. No reptiles, rodents, poultry, amphibians, swine or livestock may be kept in the Condominium, but tropical fish or caged birds in reasonable numbers are permitted.

(Remainder of Article 12 Remains Unchanged)

SUBSTANTIAL REWORDING OF ARTICLE 13 OF THE DECLARATION OF CONDOMINIUM - SEE CURRENT ARTICLE 13 OF THE DECLARATION OF CONDOMINIUM FOR CURRENT TEXT

13. LEASING OF UNITS. The lease of a unit is defined as occupancy of the unit by any person other than the unit owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, or any other exchange of value). The term "leasing" and "renting" shall be used interchangeably for the purpose of this Declaration. The term "Tenant" and "Lessee" shall likewise be used interchangeably. No individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing" and subleasing are prohibited. All leases shall be for a minimum period of thirty (30) consecutive days. No lease may begin sooner than thirty (30) days after the beginning of the last lease. Leases may be extended or renewed, subject to Board

approval. The total number of Occupants, including the Tenant(s) and Board-approved Residents, of a leased unit is limited to six (6) persons.

13.1 Board Right of Approval. The Board of Directors shall have the authority to approve all leases and renewals or extensions thereof, which authority may be delegated to a committee or agent. Any person residing in the unit after initial approval shall be subject to a separate application and approval process. No person may reside in a unit as a Tenant, Family member of a Tenant, Resident, or otherwise without prior approval of the Board of Directors. The Board shall have the authority to promulgate or use a uniform lease application and require such other information from the proposed Tenant and all proposed Residents as the Board deems appropriate under the circumstances. The Board may require an interview of any proposed Tenant and all proposed Residents of a unit, as a condition for approval. Any lease entered into without approval may, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the Tenant(s) and all unit Occupants with five (5) days' notice, without securing consent to such eviction from the unit owner.

13.2 Approval Process; Disapproval. All leases must be in writing. Any unit owner intending to lease his unit shall submit to the Association the name(s) of the proposed Tenant(s) and all proposed Resident(s), a copy of the proposed lease, an application, and any other requested information and required fees at least thirty (30) days in advance of the commencement of the lease or renewal or extension term. Upon receipt of all information and fees required by Association and an interview (if requested by the Board), the Association shall have the duty to approve or disapprove all proposed leases within thirty (30) days of receipt of such information for approval and the completion of the Tenant/Resident interview (if required), by sending written notification to the unit owner within such time frame. All requests for approval not acted upon within thirty (30) days shall be deemed approved. Applications for renewals or extensions of lease agreements shall be submitted at least thirty (30) days in advance of the expiration of the lease agreement. If the Association disapproves a proposed lease or renewal or extension, the unit owner shall receive a short statement indicating the reason for the disapproval, and the lease shall not be made, renewed, or extended. The Association shall neither have a duty to provide an alternate Tenant nor shall it assume any responsibility for the denial of a lease application if any denial is based upon any of the following factors:

(A) The person seeking approval (which shall hereinafter include all proposed Residents) has been convicted of or has pleaded no contest to:

- (1) a felony involving violence to persons, theft, arson or destruction of property within the past twenty (20) years; or
- (2) a felony demonstrating dishonesty or moral turpitude within the past ten (10) years; or
- (3) a felony involving illegal drugs within the past ten (10) years; or
- (4) any other felony in the past five (5) years; or

(5) a felony involving sexual battery, sexual abuse, or lewd and lascivious behavior regardless of when that conviction occurred;

(B) The person seeking approval has been labeled a sexual offender or a sexual predator by any governmental or quasi-governmental agency regardless of when that conviction occurred or when that label occurred;

(C) The person seeking approval is currently on probation or community control;

(D) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures, or bad debts, or has a FICO credit score below 600;

(E) The application for approval on its face, facts discovered in connection with the Association's investigation, or the conduct of the applicant, indicate that the person seeking approval intends to conduct himself in a manner inconsistent with the Condominium Documents. By way of example, but not limitation, a Tenant taking possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with the Condominium Documents and may constitute grounds for denial;

(F) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other housing facilities or associations, or by his conduct in this Condominium as a Tenant, Resident, Occupant or Guest;

(G) The unit owner or person seeking approval has failed to provide the information, fees, or appearances required to process the application in a timely manner;

(H) All Assessments, fines and other charges and monetary obligations against the unit and/or unit owner have not been paid in full;

(I) The application or investigation by the Association reveals that the rental will result in a violation of the Condominium Documents, including but not limited to the age restrictions set forth herein.

13.3 Association Fee. The unit owner or Tenant seeking approval of a lease of a unit shall pay a transfer fee for each applicant in an amount determined by the Board, which unless otherwise specified, shall be the maximum amount permitted by law. No charge shall be made in connection with an extension or renewal of a lease.

13.4 Security Deposit. 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 unit owner place a security deposit in an amount not to exceed the equivalent of one month's rent into an escrow account maintained by the Association to protect against damage to the common elements or Association Property. Payment of interest, claims against the deposit,

refunds, and disputes under this paragraph shall be handled in the same fashion as provided in Part II of Chapter 83 of the Florida Statutes (2013) as amended from time to time.

13.5 Tenant Conduct; Remedies. The Board shall have the authority to promulgate a lease addendum. All leases shall include a lease addendum, if so promulgated by the Board. Said lease addendum and all other leases will provide, or be deemed to provide, that the Tenants and all Residents have read and agreed to be bound by this Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations as the same may be amended from time to time (the "Condominium Documents"). The lease addendum and other leases shall further provide or be deemed to provide that any violation of the Condominium Documents shall constitute a material breach of the lease and subject the Tenant to eviction as well as any other remedy afforded by the Condominium Documents or Florida law. If a Tenant, Resident, other unit Occupant, Guest or invitee fails to abide by the Condominium Documents, the unit owner(s) shall be responsible for the conduct of the Tenants, Residents, Occupants, Guests and invitees and shall be subject to all remedies set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the Tenant. The unit owner shall have the duty to bring his Tenant's conduct (and that of the other unit Residents, Occupants, Guests and invitees) into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the unit owner fails to bring the conduct of the Tenant into compliance with the Condominium Documents in a manner deemed acceptable by the Association, or in other circumstances as may be determined by the Board, the Association shall have the authority to act as agent of the unit owner to undertake whatever action is necessary to abate the Tenants' noncompliance with the Condominium Documents (or the other noncompliance of other Residents, Occupants, Guests or invitees), including without limitation the right to institute an action for eviction against the Tenant in the name of the Association in its own right, or as agent of the unit owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions, from the unit owner which shall be secured by a continuing lien in the same manner as Assessments for Common Expenses, to wit, secured by a lien for charges. Any uniform lease or lease addendum will provide, and all leases will be deemed to provide that the Association shall have the authority to direct that all rental income related to the unit be paid to the Association until all past due and current obligations of the Association have been paid in full, including but not limited to all past due Assessments, charges, other monetary obligations, late fees, interest, attorneys' fees and cost and expenses of collection.

13.6 Liability. The liability of the unit owner under the Condominium Documents shall continue notwithstanding the fact that he may have leased or rented his interest in the unit as provided herein.

13.7 Use of Common Elements and Common Areas. To prevent overtaxing the facilities, a unit owner whose unit is leased may not use the recreation or parking facilities during the lease term.

Amendment: Section 12.2, Declaration of Condominium

12. USE RESTRICTIONS. The use of the units and the common elements shall be in accordance with the following provisions, and with Section 5 of the Bella Terra Declaration, as long as the Condominium exists:

(Section 12.1 Remains Unchanged)

12.2 Age. No unit may be leased or rented to a person unrelated to the unit owner who has not attained the age of twenty-one (21) years and the person leasing or renting same must reside in the unit for the duration of the lease or rental period. While a unit is leased, all Tenants and Residents must be at least twenty-one (21) years of age except for children or other dependants who are members of a Tenants' Family. There is are no other restrictions on the age of occupants Occupants of units. All occupants-Occupants under eighteen (18) years of age must be closely supervised at all times by an adult to insure that they do not become a source of annoyance to other residents-Residents.

(Remainder of Article 12 Remains Unchanged, Except as Noted Above)

Condominiums at Barletta Association, Inc.
Summary of Declaration of Condominium
Rules and Regulations
(Applicable to all owners, owner's guests and/or tenants)

- **Unit Owners** (and their guests and/or tenants) must comply with all Association Rules and Restrictions. It is the responsibility of the unit owner to clearly communicate the Rules and Restrictions to all guests and tenants and ensure their compliance.
- **Lease approval** – The ability of a unit owner to lease his unit is a privilege, not a right. Unit owners must submit a lease application as specified by the Association. The Association must receive written notification at least 5 days BEFORE a property is occupied by a tenant. The notification must comply with the Association procedures covering the leasing of a unit. Any lease entered into without notice is a violation of the Condominium Declaration and may be treated as null, and the Board shall have the power to evict the lessee by summary proceedings without securing consent to such eviction from the unit owner. No unauthorized tenants may occupy the property nor any unauthorized automobiles may be domiciled at the property except as approved by the Board. No pets are allowed for lessees.
- **Vehicles/Parking** – Covered and uncovered parking spaces have been provided for the parking of private passenger automobiles of owners and their guest. Covered parking spaces are NOT intended for the storage of boats, motorcycles, recreational vehicles, motor homes, trailers, semitrailers, house trailers, campers, truck campers, trucks, non-operational or invalidly licensed automobiles. Parking of such vehicles on the condominium property outside of parking spaces is not permitted except for service vehicles temporarily present on business.

No repairs or maintenance of vehicles may be performed except emergency repairs. Because there are limited parking spaces, each owner is specifically cautioned that the Board of Directors may prohibit owners from keeping more than two motor vehicles on the premises on a permanent basis. Covered parking spaces are 'limited common elements' designated for the exclusive use of the assigned unit. Parking in the covered parking space of another unit without the owner's permission is considered trespassing. Any vehicle parked in violation of the parking restrictions is subject to towing, with the owner of the vehicle responsible for all costs of towing. This includes vehicles of unauthorized tenants.

- **Pets** – Owners ONLY are allowed pets in a condominium unit. All pets must be on a leash and under the owner's control when outside the condominium unit. Owners MUST clean up after their pet when in the Association(s) Common areas. NO PETS ARE ALLOWED FOR LESSEES.
- **Trash** – Condominium occupant(s) trash must be placed in the proper trash containers provided by the Association. Our service provider Waste Pro will only pick up trash that is in the dumpster. All trash deposited in the primary dumpster should be bagged. Lee County has a 'mandatory recycling' law effective January 1, 2008. Recycle containers (4 - 96 gallon bins) are provided in the dumpster areas. Each container is clearly marked with the allowable waste. If you mix garbage or trash in these containers they are considered contaminated and cannot be picked up recycling. Failure to properly place trash and recyclables in proper containers can result in a fine on the Association that is payable by ALL of the owners.

If you are discarding large items, i.e. furniture, mattresses, etc. call 337-0800 and state you need a special pickup. Place the items next to the dumpster on the date of the scheduled pickup. There is no charge for special pickup. Do not place oversize items at the dumpster until you have scheduled a special pickup. Please close and latch dumpster area doors when you leave the dumpster area. This will keep out four legged pests.

- **Fire/Safety Violations** – Uniform Fire Code **REQUIRES** all walkways and stairs to be clear at all times. Chairs, plants, bikes, or any other items may not be placed in any of the common areas and the Association has the right to discard any items obstructing these areas. Covered parking areas should be kept clear of any property and such property should be placed in the unit storage locker or stored in the unit. Parking 'bumpers' located in the unit parking area may not be moved.

BBQ grills are absolutely prohibited and are a clear fire safety violation. Placement of grills on the property may result in a fine by the local fire district. The Association has the right and obligation to remove such items from a property.

No inflammable, combustible, or explosive fluid, chemical or substance, shall be kept in any unit or limited common element, except those necessary and suited for normal household use.

- **Alteration of Condominium** – Unit owners are specifically cautioned that their right to make any addition, change, alteration, or decoration to the exterior appearance of any portion of the Condominium is subject to the provisions of the Declaration of Condominium, and is also subject to prior approval of the Architectural Review Committee. No exterior alteration to a building is allowed.

No exterior radio or television antennas, or other wiring, shall be made without the prior written consent of the Board of Directors, except as otherwise provided by law.

No sign, advertisement, notice or other similar material shall be exhibited, displayed, inscribed, painted or affixed, in or upon any part of the units, limited common elements or common elements by any unit owner or occupant without written permission of the Association.

Unapproved alterations must be removed and the building restored. Should a unit owner fail to remove the alteration and/or restore the building, the Association will do so and the unit owner will be liable for all costs.

- **Nuisances** – No unit owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other unit owners. No unit owner shall play upon or permit to be operated a phonograph, television, radio or musical instrument in such a manner as to unreasonably disturb or annoy other occupants of the Condominium.
- **Emergencies in Owner's Absence** – In order that proper steps and procedures may be taken in a minimum amount of time during an emergency situation, the Association shall retain pass-keys to all units. The locks of each unit are not to be changed or altered without providing the Association with a duplicate key. Should an owner not provide a pass-key, the Association has the authority to secure the services of a locksmith and enter a unit in an emergency situation. Any costs associated with the services of a locksmith will be the responsibility of the unit owner.

Owners should refer to the Declaration of Condominium for Condominiums at Barletta to review the full set of documents. Compliance by all owners is appreciated by those who live in Bella Terra and helps to maintain property values while ensuring that our community presents a desirable environment for potential home seekers.