

BELLA TERRA

CHECKLIST FOR APPLICATION FOR APPROVAL TO LEASE

Villas III Association

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 disclose of consent forms for leases 18 years of age and older.
 - 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)
 - \$500 Refundable Security Deposit. (Refundable at end of lease if no damages to outside common areas. – check or money order made payable to *Villas III at Bella Terra.*
- PLEASE REVIEW AND INITIAL TENANT CODE OF CONDUCT. (Tenants)

MAIL OR SUBMIT IN PERSON THIS APPLICATION PACKET TO:

**ALLIANT PROPERTY MGMT, Attn: Bella Terra Sales & Leasing
13831 Vector Ave.
Fort Myers, FL 33907**

Villas III
Application for Approval to Lease Unit

Pet Restrictions: Renters/guests of renters are not permitted to have pets.
Lease Restrictions: 6 months min.; units cannot be rented more than 2x per year.

• *Owner Certification and Information:*

Owner _____ Owner's Signature _____

I hereby apply for approval to lease (Address) _____

Unit # _____, Estero, FL 33928, of which I am the legal owner. Dated _____

I understand the Association must receive written notification at least 5 days before a property is occupied by a tenant. The fully completed Villas III Application form, along with the application fee, must be submitted to meet the requirement of written notification. Any lease entered into without the required notice is a violation of the Villas III 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. I further understand that all villa fees must be paid and must remain paid as a condition of this application. The Association will verify the Unit Owner is current with their quarterly dues prior to approval of lease.

A completed copy of the signed lease agreement is attached

• *Tenant Certification and Information:*

In order to facilitate consideration of this application, I represent that the following information is factual and correct, and agree that any falsification or misrepresentation in this application will justify its disapproval. I consent to your further inquiry concerning this application, particularly of the information and references given below.

I certify that I have received a copy of and agree to fully abide by the Declaration of Covenants, By-laws and Rules and Regulations for Villa III and Bella Terra of Southwest Florida, Inc. (Community Master Association) and the Tenant Code of Conduct. Failure to abide by Villa III Association Rules and Regulations or the Tenant Code of Conduct can result in a fine to the unit owner, violates my/our lease agreement and can result in my/our eviction by the Association per Declaration of Villa, 13.5 - Regulation by Association.

Note: In accordance with the governing documents of the Association the lease agreements between the unit owner and the lessees must be in writing and shall provide for a term of not less than six (6) months. All lease agreements must be renewed annually with Villa III through Alliant Association Management regardless of the lease term agreement.

Please type or print the following information

- 1) Full name of Tenant: _____
 - 2) Social Security Number _____ Date of Birth _____
 - 3) Current home address: _____
 - 4) Telephone #: _____ Cell, if applicable: _____
 - 5) Company or firm name: _____
 - 6) Business Address: _____
 - 7) Additional tenants:
Name: _____ Relationship: _____
Social Security Number _____ Date of Birth _____
Name: _____ Relationship: _____
Social Security Number _____ Date of Birth _____
 - 8) Person to be notified in case of emergency:
Name: _____
Address: _____
City/State/Zip: _____ Phone # _____
 - 9) Automobile(s) to be kept at the residence during lease term (limit of 2):
Make/Model _____ Year _____
License No. _____ State _____ Color _____
Make/Model _____ Year _____
License No. _____ State _____ Color _____
- A Bella Terra transponder is required to be purchased for all vehicles that will be permanently parked on the property. The cost of the transponder is \$25.00 per vehicle. Photocopies of all applicable drivers' licenses and license plates are required.
- 10) It is understood that the applicants must be interviewed in person by the Association's Property Manager and upon completion of the interview the Property Manager will discuss and make recommendations to the Board as to whether or not the application is accepted.

11) If the applicant(s) move into the residence without fulfilling any and all requirements of this application, they are trespassing in the community and will have a "Notice to Vacate" issued against them. If necessary, this will be followed by legal eviction proceedings with all costs to be borne by the owner.

12) If the unit owner is in arrears with the Association, all parties are noticed that the unit owner's account will be assigned to the court appointed Receiver. The Receiver will then direct the tenant(s) to submit their rental payment directly to his office at which time he will deduct a commission, issue the Association payment and any residual balance will be paid to the unit owner. This will continue until all past due arrearage is satisfied. Tenants and unit owners understand that this is court ordered and failure to abide by the court Receiver will result in legal action against all parties.

DATED: _____

Applicant Signature (Téнант)

Applicant Signature (Second Tenant)

Please return the fully completed form
along with the required application fees

Alliant Association Management

Villas III AT BELLA TERRA ASSOCIATION, INC.
TENANT CODE OF CONDUCT

Execution of this document by ALL applicants for tenancy in Villas III AT BELLA TERRA ASSOCIATION, INC. (hereinafter the "Association") shall serve as a condition precedent to their approval as tenants.

1/We hereby agree to the following conditions to my/our tenancy: (ALL APPLICANTS MUST INITIAL)

1. Lease application – initial or renewal will not be approved and prospective or renewal tenant(s) will not be able to occupy the home if there is a past due arrearage on the home. Homeowner must clear the account.

READ, UNDERSTOOD, AND AGREED: _____

2. Any tenant that moves their possessions into the residence and/or moves into the residence physically- without Villas III approval of the lease, the owner will incur a \$25 per day penalty.

READ, UNDERSTOOD, AND AGREED: _____

3. If an owner who is renting their home DOES NOT PAY ALL FINANCIAL OBLIGATIONS to the Association, the owner's account will be turned over to the Association's Court Appointed Receiver who will then direct the tenant to mail all rental payments directly to him -the RECEIVER. The tenant will immediately comply with the instructions from the Court Appointed Receiver despite possible objections from the Landlord. Tenant will report any retaliation verbiage and actions directed to the tenant from the homeowner to the Receiver.

Read, understood and agreed _____

4. Tenants, their family members, their guests are prohibited from boating in any waterway and from roaming in any and all preserve areas.

READ, UNDERSTOOD, AND AGREED: -----

5. If owners, their tenants, their guests damage any of their property or property of other owners (grass, plantings, mailbox and post, etc.) they will be held responsible for all costs of repair/replacement.

READ, UNDERSTOOD, AND AGREED: -----

6. Tenants and their guests are to conduct themselves in a respectful manner at all times refraining from any conduct which may be deemed offensive to other members of the community. Any conduct which may be deemed a nuisance is strictly prohibited.

READ, UNDERSTOOD, AND AGREED: _____

Villas III AT BELLA TERRA ASSOCIATION, INC.
TENANT CODE OF CONDUCT

7. Tenants and their guests must keep the noise related to any outdoor activity to minimum as not to disturb any other residents of Villas III AT BELLA TERRA between the hours of 8PM through 8AM.

READ, UNDERSTOOD, AND AGREED : _____

8. Tenants and their guests are to keep noise levels within the Villa to a reasonable volume as not to be heard through any adjoining or exterior wall.

READ, UNDERSTOOD, AND AGREED : _____

9. Tenants are to refrain from any outdoor activity which may be deemed offensive by the standards of the community, including but not limited to traversing the community with an open container of alcohol, sunbathing in the nude, conducting sexual activity in public.

READ, UNDERSTOOD, AND AGREED : _____

10. If permitted on the lease between owner and tenant – tenant may have guests. "Temporary Guests"- up to two full days (two full nights) must be registered with Alliant – not the Gate House. "Temporary Long Term Guests" – those staying 5 days to 10 days maximum MUST BE REGISTERED NOTING THE EXACT NUMBER OF DAYS (TERM OF STAY) AND HAVE WRITTEN PERMISSION FROM THE MANAGEMENT COMPANY TO GAIN ACCESS TO THE COMMUNITY. No guest is permitted to stay longer than 10 days. Violations will cause daily fines of \$25 and may jeopardize any lease renewal.

READ, UNDERSTOOD, AND AGREED : _____

11. Tenants are entitled to have no more than two (2) overnight guests, in total, per household. SEE #11 FOR REGISTRATION

READ, UNDERSTOOD, AND AGREED : _____

12. All cars for both tenants and guests must be parked in the driveway of the home leased. Parking in any other area within the community is strictly prohibited and may result in the vehicle being towed or booted. This includes, but is not limited to cars, SUV's and motorcycles.

READ, UNDERSTOOD, AND AGREED : _____

Villas III AT BELLA TERRA ASSOCIATION, INC.
TENANT CODE OF CONDUCT

13. Commercial vehicles owned or any vehicle with commercial markings on it operated by any tenant or registered guest may not be parked in the driveway at any time. Only commercial vehicles of licensed contractors performing repairs within the Villa are permitted, and no commercial vehicles are permitted overnight. Violations may result in the vehicle being towed or booted.

READ, UNDERSTOOD, AND AGREED : _____

14. Tenants are prohibited from displaying any flag or banner (aside from the Flag of the United States) anywhere on the building or property and must have proof of the owner to install flag hardware. Tenants wishing to install satellite TV- owner must complete ARC Form and obtain approval from both the Villas III Association and the Master Association.

READ, UNDERSTOOD, AND AGREED : _____

15. Tenants and their guests are prohibited from trespassing on the property of any other owner within the Association -this includes illegally parking ones car in another owner's driveway.

READ, UNDERSTOOD, AND AGREED : _____

16. Tenants are required to put out their trash and recyclables in trash and recycling containers and are to return them in the garage before day's end after collection. Failure to abide will result in the issuance of a \$35.00 landscape appearance fee billed against the owner's account. A letter will be issued to the landlord advising that any lease renewal will be in jeopardy.

READ, UNDERSTOOD, AND AGREED : _____

17. Tenants and their guests must ensure that the exterior of their property is neat in appearance...none of their possessions such as bicycles, play toys, etc. are left littered on the lot or any other lot within the community and must be taken in at night. No permanent objects including but not limited to furniture, play things, shall be allowed to remain anywhere on the property - in particular - the back of homes. This interferes with the maintenance of the property. Any damage to the property resulting from the placement of objects shall be the responsibility of the owner - at their cost - to remediate.

READ, UNDERSTOOD, AND AGREED : _____

Villas III AT BELLA TERRA ASSOCIATION, INC.
TENANT CODE OF CONDUCT

18. All children's chalk markings on the driveway or in the street must be washed daily by the tenant. Any markings left overnight will cause a landscape fine to be issued against the owner's account.

READ, UNDERSTOOD, AND AGREED : _____

19. Underage drinking is strictly prohibited. and those Tenants found to be engaging in this behavior shall be subject to eviction by the Association with all legal fees billed to the owner.

READ, UNDERSTOOD, AND AGREED : _____

20. Any disruptive behavior resulting from either a non-social or a social event, including but not limited to fighting, loud noise disturbances, illegally parked cars, etc. will result in an immediate fine to be issued against the owner's account and the immediate termination of guest privileges within Villas III at Bella Terra. Tenant must apply in person to Alliant Property Management coupled with submitting the request in writing stating reasons for the resumption of guest privileges. Alliant Property Management will review the request with the Board AND MUST OBTAIN BOARD APPROVAL.

READ, UNDERSTOOD, AND AGREED : _____

21. Any disturbance report or citation issued by local law enforcement, Security Company or complaint received by Alliant Association Management for noise, parking, or any other nuisance in violation of the Declaration from any owner or other lessee within the Association will be deemed a violation of this Code of Conduct and the governing documents of the Association. All such incidents regarding tenant behavior and that of their guests will be reviewed by the President on behalf of the Board of Directors for determination as to have counsel pursue all available legal action against the tenant(s) with all costs billed to the owner.

READ, UNDERSTOOD, AND AGREED : _____

22. If there are issues resulting from gatherings or other disturbances, the Association will hire a private Lee County Sherriff's detail to patrol the community for "X" number of days after the incident, with the charges to be allocated to the offending owner's account.

READ, UNDERSTOOD, AND AGREED : _____

Villas III AT BELLA TERRA ASSOCIATION, INC.
CERTIFICATION

1/We, hereby agree that violation of any of the above referenced clauses of the Tenants Code of Conduct and Pet Regulations are deemed a violation of the Declaration of Villas III AT BELLA TERRA ASSOCIATION, INC. constituting a violation of the lease and are grounds for eviction. 1/We agree to pay restitution to the homeowner(s) for any and all costs incurred by the homeowner(s) for my/our actions.

Tenant #1

Tenant #2

Dated

Dated

1/We, the homeowner(s) hereby acknowledge that violation of any of the above referenced clauses of the Tenants Code of Conduct and Pet Rules are deemed a violation of the Declaration of Villas III AT BELLA TERRA ASSOCIATION, INC. which constitute a violation of the lease and are grounds for the homeowner to move for immediate eviction of the aforementioned tenants. Failure of the homeowner to evict said tenants will cause the Association to move for eviction with all legal costs to be borne by the homeowner(s).

HOMEOWNER

HOMEOWNER

Dated:

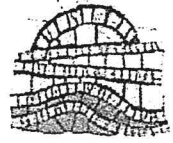
Dated

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**

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



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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 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: _____

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

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Signature Date