

BELLA TERRA

CHECKLIST FOR APPLICATION FOR APPROVAL TO LEASE

Villas I 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 disclosure of consent forms for adults 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)

➤ PLEASE REVIEW LEASING OF HOMES DECLARATION for additional information.

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 I at Bella Terra
Application for Approval to Lease Unit**

Dated _____

• **Owner Certification and Information:**

Owner _____ Owner's Signature _____

I hereby apply for approval to lease (Address) _____ Estero, FL 33928,
of which I am the legal owner. Lease Term _____ to _____

Email Address: _____

I understand the Association must receive written notification at least 15 days before a property is occupied by a tenant. The fully completed executed Villas I 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 I Declaration. Repeated violations of the rules may permit the Association to act as the landlord's agent and terminate the tenants lease, and if necessary evict the tenant. I further understand that all Association 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 Villas I and Bella Terra of Southwest Florida, Inc. (Community Master Association) and the Tenant Code of Conduct. **Failure to abide by Villas I Association Rules and Regulations or the Tenant Code of Conduct may result in a fine to the unit owner and violates my/our lease agreement and can result in my/our eviction by the Association per Declaration of Villas I, 10.0- Leasing.**

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 three months. All lease agreements must be renewed annually with Villas I Association through Alliant Association Management regardless of the lease term agreement.

9.10 TENANTS OR GUESTS MAY NOT HAVE PETS

No subleasing or assignment of lease rights is allowed.

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) Email Address: _____
- 6) Company or firm name: _____
- 7) Business Address: _____
- 8) Additional tenants:
Name: _____ Relationship: _____
Social Security Number _____ Date of Birth _____
Name: _____ Relationship: _____
Social Security Number _____ Date of Birth _____
- 9) Person to be notified in case of emergency:
Name: _____
Address: _____
City/State/Zip: _____ Phone # _____
- 10) 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.

11) If the applicant(s) move into the residence without fulfilling any and all requirements of this application, they are considered trespassing in the community. The Association will give the occupant 5 business days to fulfill the requirements before a "Notice to Vacate" is issued against them. If necessary, this will be followed by legal eviction proceedings with all costs to be borne by the owner.

DATED: _____
Applicant Signature (Tenant)

Applicant Signature (Second Tenant)

Please return the fully completed application along with all required fees for processing to:

**Bella Terra Sales & Leasing
Alliant Association Management
13831 Vector Ave.
Fort Myers, FL 33907**

Lease Renewals:

A completed application is required along with copy of signed lease renewal agreement. No Fees for renewals.

APPROVAL ACTION BY ASSOCIATION BOARD

APPLICATION APPROVED _____ DATE: _____

APPLICATION DISAPPROVED _____ DATE: _____

BY _____

Revised 4.16.18

Bella Terra of SW Florida
Transfer of Membership Form

Transferee Name(s): _____
Tenants

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) *Tenant(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: _____

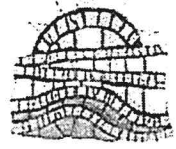
Fitness/Activities waiver signed? Yes ___ No ___ Staff initials: _____

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, 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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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

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

9.10 TENANTS OR GUESTS MAY NOT HAVE PETS

10. **LEASING OF HOMES.** In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of homes by their owners shall be restricted as provided in this section. All leases of homes must be in writing. A homeowner may lease only his entire home, and then only in accordance with this Section, after receiving the approval of the Association. The lessee must be a natural person as opposed to an artificial entity such as a corporation, partnership, trust, etc. The total number of occupants shall not exceed two (2) persons per bedroom (dens are not considered bedrooms). This Section 10 does not apply to Association owned homes. This Section 10 applies to any new occupant of a home that was not approved under the existing lease of the home.

10.1 Procedures.

(A) Notice by the Owner. An owner intending to lease his home shall give to the Board of Directors or its designee written notice of such intention at least twenty (20) days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee and occupants, a fully executed copy of the application form and proposed lease, and such other information as the Board may reasonably require including but not limited to a credit report with a FICO score of 600 or more, background check and proof of lawful residency. The Association may charge a reasonable fee in addition to the costs of any background/credit checks for the cost of processing each applicant/occupant. The Board may require a personal interview with any lessee, proposed occupant and his or her spouse/partner, if any, as a pre-condition to approval. The applicant must sign for having received copies of the rules and regulations of the Association.

(B) Board Action. After the required notice and all information or interviews requested have been provided, the Board shall have ten (10) days in which to approve or disapprove the proposed lease. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of a denial, and on demand the Board shall issue a written letter of denial to the lessee.

(C) Disapproval. A proposed lease shall be disapproved under (B) and/or if a majority of the Board so votes, and in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:

1. the owner is delinquent in the payment of assessments, charges, fines or other monetary obligations to the Association at the time the application is considered;
2. the owner has a history of leasing his home without obtaining approval, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his home;
3. the real estate company or rental agent handling the leasing transaction on behalf of the owner has a history of screening lessee applicants inadequately, recommending undesirable lessees, or entering into leases without prior Association approval;
4. the application on its face indicates that the person seeking approval or any of the proposed occupants intend to conduct themselves in a manner inconsistent with the covenants and restrictions applicable to the Association;
5. the prospective lessee or any of the proposed occupants have been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;
6. the owner or prospective lessee has a history of conduct which evidences disregard for the rights and property of others;
7. the prospective lessee evidences a strong possibility of financial irresponsibility, including but not limited to a FICO score of less than 600;
8. the owner, prospective lessee, or any of the proposed occupants have evidenced an attitude of disregard for the Association rules;
9. the owner, prospective lessee or any of the proposed occupants provides false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit is not paid;
10. the owner has previously failed or fails to give proper notice of his intention to lease his home to the Board of Directors: and/or
11. the owner has a history of disregarding the Rules and Regulations of the Association, including without limitation, prior covenant violations, delinquencies and/or disregard of the leasing provisions.

10.2 Term of Lease and Frequency of Leasing. No home may be leased more often than four (4)

times in any calendar year, with the minimum lease term being three (3) months. In the case where the tenant vacates prior to the end of the three (3) month term, the Owner cannot lease the home again until the expiration of that term. For purposes of this restriction, the first day of occupancy under the lease shall conclusively determine in which year and in which term the lease occurs. No lease may be for a period of more than one (1) year. However, the Board may, in its discretion, approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee is allowed.

10.3 Exceptions. Upon written request of an owner, the Board of Directors may approve one additional lease of the home within the same calendar year, but only under unusual circumstances to avoid undue hardship and inequity.

10.4 Occupancy During Lease Term. . The total number of occupants shall not exceed two (2) persons per bedroom (dens are not considered bedrooms).

(A) When a home has been leased for a period of one (1) year, the home may be occupied by the lessee and his family, as the term "family" is defined in Section 1.12, above.

(B) When a home has been leased for a period of less than one (1) year, no one but the lessee and that person's spouse/partner, if any, and their natural or adopted children, if any, may occupy the home during the term of the lease.

(C) Guests may occupy leased homes when the lessee is in residence. The total number of house guests in a leased home is limited to four (4) persons. Such guests may stay for a period not to exceed ten (10) days, and the number of occasions for this type of guest occupancy shall be limited to once during the lease term. All overnight guests must be registered with the Association office to avoid having their presence challenged by other owners, security, or management. The guests' names and the length of their stay must be submitted in writing to the management office in advance of the stay. An unregistered guest will be treated as an unapproved lease/occupant and evicted pursuant to this Section.

10.5 Occupancy in Absence of Lessee. If a lessee absents himself from the home for any period of time during the lease term, his family authorized to occupy the home by Section 10.4 above who are already in residence may continue to occupy the home and may have house guests subject to all the restrictions in Sections 10.4 above. If the lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the home. The total number of occupants shall not exceed two (2) persons per bedroom (dens are not considered bedrooms).

10.6 Use of Common Area and Association Property. To prevent overtaxing the facilities, an owner whose home is leased may not use the recreation or parking facilities during the lease term.

10.7 Regulation by Association. All of the provisions of the governing documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a home as a lessee or guest to the same extent as against the owner. A covenant on the part of each

occupant to abide by the rules and regulations of the Association and the provisions of the governing documents, designating the Association as the owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not. All leases shall be deemed to provide that a violation of the governing documents is grounds for damages, termination and eviction and that the tenant and the owner agree that the Association may proceed against either the owner or the tenant and the owner or the tenant shall be responsible for the Association's costs and expenses, including attorney fees and costs, secured by a lien against the lot.

10.8 Fees and Deposits for the Lease of Homes. Whenever herein the Board's approval is required to allow the lease of a home, the Association may charge the owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law. A separate fee may be charged for each person intending to occupy the home except only one fee may be charged for a husband and wife and minor children. No fee may be charged for approval of a renewal or extension of a lease with the same lessee, however an updated background/credit check may be performed at the lessee's expense. The Association may also require a security deposit to protect against damage to the common areas, or association property.

10.9 Unapproved Leases. Any lease of a home or occupant not approved pursuant to this Section 10 shall be void and unenforceable unless subsequently approved by the Board. The Association shall have the right to evict the tenant/occupant without securing the consent from the owner. For the purpose of such eviction, the Association shall be deemed to be an agent of the landlord and all attorney fees and costs shall be the responsibility of the owner and shall constitute a charge and may be collected as provided for in Section 3 of this Declaration.

10.10 Collateral Assignment of Rents. In the event an owner is in default in payment of assessments for common expenses or any other monetary amounts owed to the Association, the Association shall have the authority to collect rents directly from the owner's tenant. Upon demand by the Association the tenant shall pay said rent to the Association. Such rental payments shall be collected in accordance with the procedures established by the Board of Directors and applied in accordance with the law until all past due amounts are paid in full. In the event such tenant fails to remit said rents directly to the Association within seven (7) days (but no later than the day the next rental payment is due) from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the lease and evict the tenant. For the purpose of such eviction, the Association shall be deemed to be an agent of the landlord and all attorney fees and costs shall be the responsibility of the owner and shall constitute a charge and may be collected as provided for in Section 3 of this Declaration. The authority granted in this Section is in addition to any authority granted by law.

10.11 Attorney Fees and Costs. All attorney fees and costs associated with any legal action taken against a tenant or occupant shall be the responsibility of the owner. This includes, but is not limited to, all attorney fees and costs incurred by the Association in connection with a

covenant enforcement matter, collateral assignment of rents, or legal action with regard to a tenancy/occupancy issue, termination of a lease, and/or eviction of any lessee and/or occupant.

10.12 Removal of Property. After the Association successfully performs an eviction action, if the owner or tenant fails to remove personal property from the premise, such property will be deemed forfeited to the Association and the Association may authorize removal and may sell such forfeited property after ten (10) days written notice by certified mail addressed to the tenant and owner at the last known address or at such address on record as provided to the Association by the tenant or owner. The costs of such removal and disposal shall be borne by the owner or tenant. Such remedy shall be in addition to all other remedies available to the Association under applicable laws, rules and regulations including the right to compel removal of the property and right to impose any and all fines.