

**TOWNHOMES I AT BELLA TERRA ASSOCIATION, INC.
13831 VECTOR AVENUE
FORT MYERS, FL 33907
RULES AND REGULATIONS**



Execution of this document by an applicant for lease/ownership in TOWNHOMES I AT BELLA TERRA ASSOCIATION, INC. (hereinafter the "Association") shall serve as a condition precedent to their approval as new tenant/owner. *Note: All applicants must initial where indicated. Failure will result in a delay in the lease/sales application.*

The Rules and Regulations hereinafter enumerated as to the Association properties, limited common elements, and the residence, shall be deemed until amended by the Board of Directors of the Association, and shall apply to and be binding upon all and every resident.

Residents shall, at all times, obey said Rules and Regulations and be responsible to see that they are faithfully observed by their families, guests, invitees, servants, lessees, and persons over whom they exercise control and supervision. The Rules and Regulations are as follows:

1. The Association will mulch the front portion and parts of the back of the property where practical. The owners can apply the mulch themselves but must maintain the mulching standard.
If an owner wishes to mulch their property and does not follow the Association standard:
 - The Association will not reimburse the owner for that mulch.
 - The Owner will get a warning letter to have the mulch removed and replaced with the standard.
 - Failure to act will cause a \$35.00 fine to be instituted.

Read, understood, and agreed _____

2. If an owner elects to lease their home - any tenant that moves in without Townhome's approval of the lease, the owner will incur a \$25.00 per day penalty posted to their account coupled with all applicable lease fees.

Read, understood and agreed _____

3. Owners, their tenants, their guests are prohibited from boating in any waterway and from roaming in all preserve areas.

Read, understood and agreed _____

4. If Owners, their tenants, their guests damage any property of other owners (grass, etc.) they will be held responsible for all costs of repair/replacement.

Read, understood and agreed _____

5. Owners, their tenants, their guests are to always conduct themselves in a respectful manner. Any conduct which may be deemed a nuisance is strictly prohibited.

Read, understood and agreed _____

6. Owners, their tenants, their guests must keep the noise related to any outdoor activity to minimum as not to disturb any other residents of TOWNHOMES I AT BELLA TERRA between the hours of 10PM through 8AM.

Read, understood, and agreed _____

7. Owners, their tenants, their guests are to keep noise levels within the Townhome to a reasonable volume as not to be heard through any adjoining or exterior wall.
- Read, understood and agreed** _____
8. Owners, their tenants, their guests are to refrain from any outdoor activity which may be deemed offensive by the standards of the community, including but not limited to sexual activity in public.
- Read, understood and agreed** _____
9. No commercial vehicles are permitted overnight. Violations may result in the vehicle being towed or booted.
- Read, understood and agreed** _____
10. Owners, their tenants, their guests are prohibited from trespassing on the property of any other owner within the Association – this includes illegally parking one’s car in another owner’s driveway.
- Read, understood and agreed** _____
11. Each owner shall keep his Lot and Townhome free and clear of trash and debris and shall reasonably maintain his Townhome. No Lot shall be use or maintained as a dumping ground for rubbish. Personal property of residents shall not be left on the lawns or landscaped areas outside the Townhomes. Trash, garbage or other waste shall not be kept except in sanitary containers suitably screened from view from the street and adjacent Lots, except when placed outside for pick up. All recyclables, trash and other waste containers may not be placed outside except after 6:00 P.M the evening before pick up and 6 P.M the day of pick up. Failure to abide will result in the issuance of a \$35.00 landscape fine.
- Read, understood and agreed** _____
12. Owners, their tenants, 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.
- Read, understood and agreed** _____
13. If any brick paver driveway is stained by vehicles which may be leaking oil, etc. maintenance and repair of said driveway in relation to damage caused by oil leaks will be the owner’s responsibility and must be remediated upon notice by the Association.
- Read, understood and agreed** _____
14. If there is damage to the exterior of buildings or cause the exterior of the building to become soiled resulting from any plantings installed by the Owner, it is the responsibility of the Owner to remediate/mitigate all damage caused by such plantings.
- Read, understood and agreed** _____
15. Should any portion of the exterior of a building (including roofs) become damaged as a result of an Owner’s negligence to properly maintain any fixture within their Townhome, that Owner shall be responsible for all necessary repairs.
- Read, understood and agreed** _____

16. Owners wishing to have a satellite dish installed or any other change to the appearance of the Townhome, must obtain approval from both the Townhomes I Board of Directors and from the Architectural Review Committee of the Master Association. Also, if the Dish is approved, the owner must sign a legal General Release.

Read, understood and agreed _____

17. Porches, and lanais shall be used only for the purposes intended.

Read, understood and agreed _____

18. 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 to the owner and the refusal of all guests within Townhomes I at Bella Terra. Owners and/or their tenant must apply in person to Alliant coupled with submitting the request in writing stating reasons for the resumption of guest privileges. Alliant Association Management will review the request with the Board.

Read, understood and agreed _____

19. Animals.

- a) The owner of each Townhome may keep not more than two (2) animals, of a normal domesticated household type (such as a dog or cat), in the Townhome.
- b) Reasonable number of birds in cages and fish in aquaria are also permitted, subject to reasonable regulation by the Association.
- c) All animals must be hand carried or leashed at all times while outside of the Townhome.
- d) The owner is responsible for cleaning up after his animal.
- e) The ability to keep such animals is a privilege, not a right, and the Board of Directors is empowered to order and enforce the removal of any animal which becomes a source of unreasonable annoyance to other residents of the Neighborhood.
- f) No reptiles, amphibians, poultry or livestock may be kept in the Neighborhood. Animals shall not be left unattended on screened porches, lanais, yards or in garages.
- g) The Board of Directors may restrict the locations where animals may be walked. No animals are permitted in the pool area, playgrounds and game courts.
- h) Any animals which become an unreasonable source of annoyance or nuisance, in the sole discretion of the Board, may be required to be removed from the premises within fourteen (14) days of delivery of notice to the owner.
- i) Animals cannot be kept, bred or maintained for any commercial purpose or become a nuisance to the neighborhood.
- j) All animals must have required vaccination certificates and licenses in accordance with applicable governing authority and regulations.

- k) Any owner who keeps or maintains an animal in the Townhome, in exchange for and in consideration of the privilege to keep the animal, agrees and shall hereby be deemed to indemnify and hold the Association harmless from any loss, claim, or liability of any kind or character of whatever nature arising from or related to the keeping or maintaining of an animal in the Townhome. The Board of Directors may adopt further rules and regulations for keeping an animal in the Townhome.
- l) Tenants are permitted to keep not more than two (2) animals, of a normal domesticated household type (such as a cat or dog), in the Townhome, and must abide by all the regulations in keeping an animal as set forth herein and as may be further adopted by the Board of Directors. In the event that any animal becomes a nuisance, the Board of Directors may order the Owner and animal's owner, as applicable, to permanently remove the same from the Unit and shall if necessary, have the right to seek injunctive relief requiring the Owner and the animal's owner, as applicable, to remove the animal in the event the animal is not removed after receipt of such notice. Tenants and Guests are permitted to keep animals in Unit. Animals are further subject to the Rules and Regulations adopted by the Board, which may be amended from time to time. The rules adopted for tenants and the keeping of animals may be more restrictive for tenants than owners, including requirements for the submission of deposits.
- m) Service animals/emotional support animals assist disabled residents/tenants. By law, the Landlord and the Association must allow service animals for residents/tenants who have an apparent or verifiable need. No pet deposit is required for service animals. Residents/Tenants ARE responsible for cleaning up after the animal. *(Resident(s)/Tenant(s) is/are also responsible for any damage done to the rental home, the rental property, the community property or any property within the Master Community).* Service animals must meet local and state laws for vaccinations requirements. The Association requires the animal to be housebroken, neutered or spayed.

Read, understood and agreed _____

Rules and Regulations Acknowledgement

Any disturbance report or citation issued by local law enforcement, Security Company or complaint received by local Security Company, Management for noise, parking, or any other nuisance in violation of the Declaration from any owner or other party within the Association will be deemed a violation of these Rules and Regulations and the governing documents of the Association.

I/We hereby agree that violation of any of the above referenced clauses of the Rules and Regulations may be deemed a violation of the Declaration of TOWNHOMES I AT BELLA TERRA ASSOCIATION, INC. and understand that the Association reserves the right to take any/all remedial actions necessary to cure any such violations.

Applicant #1

Applicant #2

Applicant #3

Applicant #4

Date