

BELLA TERRA Villas II HOA Association, Inc.

APPLICATION FOR APPROVAL TO LEASE

Property Address: _____

Applicant Tenant
Names(s): _____

Email
Address(es): _____

Phone Numbers: _____

Owner Names(s): _____

Owner(s): Property Mgr./Realtor: _____

Term dates of Lease (Min. 7 mos, Max. 12 mos.):

Start Date: _____ End Date: _____

- **All of the items below must be attached to insure the timely processing of your application:**
 - Completed and signed application by tenant applicants and
 - Signed tenant code of conduct and rules and regulations form
 - Completed and signed transfer of membership form
 - Signed activities/fitness waiver form
 - Completed and signed disclosure notice of consent forms (Age 18 yrs. of age or older)
 - If applicable, copy of pet records/up to date shots/vaccinations. Max. of two domestic pets allowed by HOA. Must be allowed by owner and in their lease.
 - Copy of Lease between tenants/owners.
 - Processing fee \$100, made payable to Alliant Property Mgt.
 - Background Fee \$40 each adult 18+ yrs. of age, made payable to Alliant Property Mgmt.
 - Transfer of membership fee, \$100, made payable to Bella Terra Master of SWFL
 - Due at check-in at Bella Terra, \$10 each ID-amenities access card; \$25 vehicle transponder (if transponder is purchased must show driver's license and vehicle registration).

SUBMIT APPLICATION TO:

ALLIANT PROPERTY MGMT.

ATTENTION: BELLA TERRA SALES/LEASING

13831 VECTOR AVE.

FORT MYERS, FL 33907

Terms

- A lease application must be completed in its entirety with all requested information a minimum of 20 days prior to the beginning of the lease term.
- **If the lease application is not approved by the Bella Terra Villas II Board of Directors or its delegated representative, and a tenant or tenants move into the home, a \$25 per day fee (not to exceed \$1000) will be imposed on the owner's account until all documentation is submitted and lease approved.**

Applicant / Tenant 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 references given below.

The following information is required for *all individuals that will occupy the leased unit*

PLEASE TYPE OR PRINT THE FOLLOWING APPLICANT INFORMATION:

Full name of Applicant _____ **DOB** ____/____/____

Telephone: Home _____

Cell _____ Work: _____

Email: _____

Full name of Applicant _____ **DOB** ____/____/____

Telephone: Home _____

Cell _____ Work: _____

Email: _____

Please print name and relationship of all other persons occupying the unit on a regular basis.

Name: _____ Relationship: _____ Age: ____

Name: _____ Relationship: _____ Age: ____

Make of car (s) to be kept at the residence during lease term:

Make/Model _____ Year _____

License No. _____ State _____ Color _____

Make/Model _____ Year _____

License No. _____ State _____ Color _____

I/We agree to fully abide by the Declaration of Covenants, By-laws and Rules and Regulations for Bella Terra Villas II HOA Inc. and Bella Terra of Southwest Florida, Inc.

APPLICANT SIGNATURE

DATE

APPLICANT SIGNATURE

DATE

Conduct / Restrictions

The Bella Terra Villas II Board of Directors may disapprove an initial lease application or a lease renewal application if the prospective lessee or any proposed occupants have been convicted of a felony involving violence to persons or property or are registered as a sexual predator and/or offender, or a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude.

Each Owner leasing a Unit shall be obligated to remove, at the Owners sole expense, by legal means if necessary (including prosecution of eviction proceedings), any tenant who refuses or fails to comply with the terms and conditions of the Governing Documents, Rules and Regulations or Resolutions of the Community Association.

Bella Terra transponder is required to be purchased for all vehicles that will be permanently parked on the property.

APPLICATION APPROVED _____ APPLICATION DISAPPROVED _____

BY: _____ DATE: _____

BELLA TERRA VILLAS II HOA ASSOCIATION, INC.
TENANT CODE OF CONDUCT

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

I/We hereby agree to the following conditions to my/our tenancy:

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.
2. Any tenant that moves in without Villas II approval of the lease, the owner will incur a \$25 per day penalty.
3. Full time students (not immediate family relation to the owner) must supply the Association with two letters of recommendation from the University's Dean, Professors, or Chief of Security on University letterhead prior to occupancy of the unit.
4. No subleasing or assignment of lease rights by the lessee is allowed.
5. Tenants and their guests are always to conduct themselves in a respectful manner 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.
6. Tenants and their guests must keep the noise related to any outdoor activity to a minimum as not to disturb any other residents of Villas II between the hours of 10PM through 8AM.
7. Tenants and their guests are to keep noise levels within Villas II to a reasonable volume as not to be heard through any adjoining or exterior wall.
8. Tenants, family members, and guests are prohibited from boating in any waterway and from roaming in any and all preserve areas.
9. 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.
10. 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.

BELLA TERRA VILLAS II HOA ASSOCIATION, INC.
TENANT CODE OF CONDUCT

11. 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 Villas II are permitted, and no commercial vehicles are permitted overnight. Violations may result in the vehicle being towed or booted.
12. Tenants are prohibited from displaying any flag or banner (aside from the Flag of the United States) anywhere on the building or property.
13. Tenants and 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.
14. **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.**
15. Tenants and their guests shall ensure that none of their possessions are left littered on the lot or any other lot within the community.
16. **Tenants must always have their pets on a leash when outdoors. Additionally, Tenants are expected to immediately clean up after their pets in a sanitary manner. Tenants are not to have their animals defecate on the lanai.**
17. Underage drinking is strictly prohibited, and those Tenants found to be engaging in this behavior shall be reported to the Lee County Sheriff’s Department.
18. If any owner or lessee within the Association is issued a disturbance report or citation by local law enforcement, the Security Company or Alliant Property Management for noise, parking or any other nuisance; it will be considered a violation of this Code of Conduct and the governing documents of the Association.

I/We, hereby agree that violation of any of the above referenced clauses of the Tenants Code of Conduct are deemed a violation of the Declaration of BELLA TERRA VILLAS II HOMEOWNERS ASSOCIATION, INC. constituting a violation of the lease and are grounds for eviction. I/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

BELLA TERRA VILLAS II HOA ASSOCIATION, INC.
TENANT CODE OF CONDUCT

I/We, the homeowner(s) hereby acknowledge that violation of any of the above referenced clauses of the Tenants Code of Conduct are deemed a violation of the Declaration of the VILLAS II 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 VILLAS II HOMEOWNERS ASSOCIATION, INC.

**Summary of Declaration of Villas II
Rules and Restrictions
(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.
- **No Short Term Rentals** - Owners shall be allowed to lease their Residences, provided that any such lease shall require there under to comply with the terms and condition of the Governing Documents, and provided that such lease and tenancy is otherwise in compliance with any rules and regulations promulgated by the Board. No lease of a Residence shall be for a term of less than seven (7) months, and any such lease shall be in writing and shall be enforceable by the Association, whether or not so stated in its terms. No Owner may lease his Residence more than twice during any calendar year unless approved by the Board.
- **Pets** – No pet shall be allowed outside a Lot except on a leash. No pets shall be permitted to place or have excretions on any portion of the Property unless the owner of the pet physically removes any such excretions from that portion of the Property. The ability to keep pets is a privilege, not a right, and the Board is empowered to order and enforce the removal of any pet which becomes a source of unreasonable annoyances to other Owners. *As stated in the Bella Terra of SWFL Master Documents: No more than two (2) household pets such as a dog, or cat and a reasonable number of tropical fish or caged birds may be kept in a Living Unit.*
- **Vehicles/Parking** – No truck or commercial vehicle, limousine, mobile home, motor home, house trailer, utility trailer, camper, boat, boat trailer or other recreational vehicle or equipment, horse trailer, bus, passenger vehicle without current registration, van, or the like shall be permitted to be parked or stored on any portion of the Property unless they are parked within a garage, or located on a Lot so they cannot be seen from any Street and are shielded from view from any adjoining Lot (as viewed from ground level). Owners shall park their vehicles within the Owner's garage or driveway of Owner's Residence. Any vehicle parked in violation of this Section is subject to being towed away at the owner's expense without further warning.
- **Garbage container** – *All garbage and trash containers must be placed in walled-in areas so they are not visible from any adjoining Lot or any Street, except on those days designated as scheduled collection days for the Property by the agency responsible for collection garbage and trash. There shall be no burning of trash or other waste material. Trash or other waste shall be kept only in closed containers and all equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.*
- **Nuisances** – No obnoxious, unpleasant, unsightly, or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed to constitute, public or private in nature.

- **Prohibited Structures** – No structure of a temporary character including, but not limited to, trailers, tents, sheds, barns, tree-houses, garages, tool sheds, guest quarters, carports, storage buildings or other outbuildings shall be placed or erected on any Lot.
- **Garage Sales or Yard Sales** - No “Garage Sales” or “Yard Sales” or similar sales, by whatever name given or ascribed to the same, shall be conducted or permitted on or within the Lots without prior written approval by the Board.
- **Garages** – Garage door shall be closed except when reasonably necessary for use of garage. No Owner shall cause any garage on his Lot to be permanently enclosed, screened, converted, or remodeled to allow for occupancy by occupants of the Residence.
- **Repairs** – No maintenance or repairs shall be performed on any vehicles upon any portion of the Property for longer than a six (6) hour period except in an emergency situation.
- **Hoses** – Hoses shall not be stored on a Lot unless located so they cannot be seen from other Lots, Common Area or Streets.
- **Clothes Drying Area** – No clotheslines or other facilities or apparatus for the drying of clothes outside of a dwelling shall be constructed or maintained on a Lot.
- **Antennas, Aerials, Satellite Dishes and Flagpoles** – Outside antennas, antenna poles, antenna masts, satellite television reception devices larger than forty inches (40”) in diameter, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall not be permitted except as approved in writing by the Board. Satellite television reception devices no larger than forty inches (40”) in diameter are permitted without Board approval if the devices are affixed to the rear portion of a Residence. Owners shall use their best efforts to locate the satellite television reception devices so they are not visible from any Street fronting the Residence. No antennae shall extend more than ten feet (10’) above a Residence. The American flag and a flagpole for display of the American flag shall be permitted if displayed in a respectful way.
- **Games and Play Structures** - No basketball courts or basketball standards or backboards (whether permanent or moveable) shall be installed, placed, or affixed to any structure on any Lot. All bicycles, toys outdoor recreational equipment and barbeque grills must be taken inside the Residence at night.

I/We hereby certify that I/we have read and received the Bella Terra Villas II Homeowners Association, Inc. Summary of Declaration and Rules and Regulations.

Recipient Signature

Recipient Signature

Date

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: _____

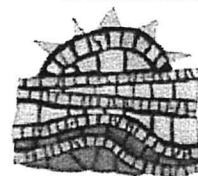
Fitness/Activities waiver signed? Yes ___ No ___ Staff initials: _____

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

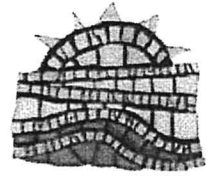
Date:

Bella Terra of Southwest Florida, Inc.

20070 Bella Terra Blvd.

Estero, FL 33928

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



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:

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

Witness 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

Witness Date