

**RULES AND REGULATIONS  
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**

**(as amended by the Board of Directors on June 19, 2014)**

The Rules and Regulations hereinafter enumerated as to the Association properties, condominium property, the common elements, the limited common elements, and the units, shall be deemed in effect until amended by the Board of Directors of the Association, and shall apply to and be binding upon all unit owners. The unit owners shall, at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, and persons over whom they exercise control and supervision. The initial Rules and Regulations are as follows:

**1. BUILDING APPEARANCE AND MAINTENANCE:**

(a) The streets, sidewalks, walkways, entrances, and stairs must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the units, nor shall any carriages, bicycles, wagons, shopping carts, chairs, benches, tables, plants, or any other object of a similar type and nature be left therein or thereon. The Association shall have the right to remove and discard any items obstructing these areas.

(b) Personal property of unit owners shall not be stored outside their units.

(c) No garbage cans, supplies, containers, or other articles shall be placed in or on the walkways, hallways, and entry ways, nor shall any linens, cloths, clothing, curtain, rugs, mops, or laundry of any kind, or other articles be shaken or hung from any of the windows, doors, walkways, or entry ways, or exposed on any part of the limited common elements or common elements. The limited common elements and the common elements shall be kept free and clear of refuse, debris and other unsightly material.

Any unit owner or tenant may display one (1) portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

(d) No person shall allow anything whatsoever to fall from the windows, walkways, entry ways or doors of the premises, nor sweep or throw any dirt, waste or other substances out of the unit or on the common elements of the Condominium.

(e) Unit owners and their family, tenants, guests, licensees and invitees shall ensure that none of their possessions are left littered on the condominium property. Refuse, garbage and recyclable materials shall be deposited in the appropriate dumpsters and recycle bins.

All garbage must be bagged. Trash is not to be left in front of the unit or on the ground in the dumpster area. If large items, such as furniture or appliances, are being discarded, the unit owner or tenant shall call Alliant Property Management (239-454-1101) and schedule a special pickup. The items should then be placed by the dumpster area for removal as instructed by Alliant.

(f) Unit owners shall not use or permit the use of their units or the condominium property in a manner which would be disturbing to or be a nuisance to other unit owners or occupants, or in a manner which would be illegal, immoral, improper, or which would cause damage or injury to the reputation of the Condominium. Unit owners and their family, tenants, guests, licensees and invitees are to conduct themselves in a respectful manner at all times refraining from any conduct which may be deemed offensive to other unit owners and occupants of the Condominium. Unit owners and their family, tenants, guests, licensees and invitees 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 condominium property with an open container of alcohol. Any conduct which may be deemed a nuisance is strictly prohibited. No unit owners or tenants shall make or permit any disturbing noises by himself, his family, guests, licensees or invitees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other unit owners and occupants of the Condominium. No unit owner or tenant 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. Unit owners and their family, tenants, guests, licensees and invitees are to keep noise levels within the unit to a reasonable volume as not to be heard through any adjoining or exterior wall. Unit owners and their family, tenants, guests, licensees and invitees must keep the noise related to any outdoor activity to minimum as not to disturb any other residents between the hours of 8 P.M. through 8 A.M.

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

(h) 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.

(i) 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.

(j) Unit owners, residents, their families, guests, servants, employees, agents, or visitors shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the building.

(k) Propane gas grills are absolutely prohibited and may not be used or stored anywhere on the condominium property. Placement of propane or gas 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 the condominium property.

**2. 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 ARC. For example, no unit owner may install screen doors, or apply any type of film or covering to the inside or outside of window or door glass without the prior approval of the Association and the ARC. All such additions, changes or alterations must be presented in writing to the board of Directors for approval, accompanied by written plans when requested or drawings and specifications. The Board of Directors shall approve such requests only if the Association is protected against, or indemnified as to construction liens and/or claims arising from such work.

**3. 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.

Any unit owner who plans to be absent from his unit for an extended period of time must prepare his unit prior to his departure in the following manner:

(a) By removing all furniture, plants and other objects from around the outside of the unit; and

(b) By designating a responsible caretaker to care for his unit should his unit suffer any damage caused by storms, hurricanes, winds or other violent acts of nature. The Manager and the Association shall be provided with the name of each unit owner's aforesaid designated caretaker. Such caretaker will notify the Association prior to making any entry to the unit during the owner's absence.

**4. PETS:** The Board may impose reasonable restrictions upon how and where pets may be permitted upon the common elements. No one other than a unit owner may keep a pet 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. Tenants are not allowed to have any pets.

**5. PARKING OF VEHICLES:** Covered and uncovered parking spaces have been provided for the parking of private passenger automobiles of owners and the owners' family, tenants, and guests. No motor vehicle shall be parked anywhere on the condominium property except within the applicable assigned covered parking space or an uncovered parking space. Covered parking spaces are designated for the exclusive use of the assigned unit. Parking in a covered parking space of another unit without the owner's permission is considered trespassing. Reference to "motor vehicle" or "motor vehicles" in this Rule 5 shall include, but not be limited to, motorcycles.

(a) All motor vehicles parked on the condominium property must prominently display a valid form of approval to park within the Bella Terra community. Valid forms of approval include transponders/bar code stickers, resident passes (which are issued to unit owners

when driving a motor vehicle other than their primary motor vehicle), and guest passes all of which are issued by the Master Association. Resident passes and guest passes that have expired will not be considered a valid form of approval.

(b) Bicycles of the owner of a unit, or the owner's Family, Tenants, or Guests, stored in a parking space may only be stored in the covered parking space assigned to the owner's unit and must be attached to a bicycle rack located between the vehicle and the carport. No bicycles may be chained or otherwise attached to any carport post.

(c) Neither covered nor uncovered parking spaces shall be used for the storage of boats, boat trailers, recreational vehicles, motor homes, trailers, semitrailers, house trailers, campers, truck campers, travel trailers, mobile homes, motor homes, recreational vehicles, commercial trucks or vehicles which are primarily used for commercial purposes, except for service vehicles temporarily present on business, or non-operational or invalidly licensed automobiles. Such vehicles may not be kept on the condominium property. For purposes of this paragraph, the term "kept" shall mean present for either a period of six (6) consecutive hours or overnight, whichever is less. No house trailer, mobile home, motor home and the like may be kept on the Condominium more than two (2) times in any month.

(d) No repairs or maintenance of vehicles may be performed except emergency repairs.

(e) 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.

(f) Any vehicles parked in violation of the parking restrictions are subject to towing, with the owner of the vehicle responsible for all costs of towing.

**6. GUESTS:** Any and all guests who will be staying in any unit within the condominium property operated by the Association for more than two nights must register, in advance, with both the security company employed by Bella Terra of Southwest Florida, Inc. (the "Master Association") in order to gain access to the Bella Terra community and also with the Association's property management company, Alliant Property Management, and must have written permission from the management company to gain access to the community.

ACTIVE: 5894506\_1

**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 property 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 restored 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 association 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 homeseekers.**

**BOARD RESOLUTION ADOPTING RULE CONCERNING SMOKING**

**BELLA TERRA OF SOUTHWEST FLORIDA,**

**JUNE 1, 2014**

The Board of Directors hereby adopts the following rule concerning smoking effective

May 29, 2014. This new rule reads as follows:

Smoking is not permitted in or on any interior or exterior Common Areas of the Association. Specifically the Clubhouse, The parking lots, the pool deck, the athletic fields the tennis and pickleball courts basket ball and volley ball courts shuffle Board and horse shoe pits and all athletic fields or other areas where residents tend to gather. Smoking shall mean inhaling, exhaling, burning, carrying or possessing any lighted tobacco product, including cigarettes, cigars, pipe tobacco and any other lighted tobacco product.

There are six (6) total Board members. The number of Board members who voted in favor of this Resolution is six (6). The number of Board members that voted against this Resolution is zero (0) . The vote of each Director is reflected in the minutes of the meeting at which this Resolution was adopted.

BELLA TERRA OF SOUTHWEST FLORIDA, INC.

By: Robert King

Robert King, President

Date: June 1, 2014

(CORPORATE SEAL)

**BOARD RESOLUTION ADOPTING POLICY CONCERNING ALCOHOLIC  
BEVERAGES**

**BELLA TERRA OF SOUTHWEST FLORIDA, INC.**

APRIL 10, 2014

The Board of Directors hereby adopts the following policy concerning alcohol consumption on Common Areas of the Association effective APRIL 10, 2014. This new rules read as follows:

1. Alcoholic beverages may not be consumed on any Common Areas of Bella Terra, except in the Club House party room when in conjunction with an event coordinated and approved by the Association's Social Activities Committee and the Association's management company. Possession of alcoholic beverages are strictly prohibited in the pool area, tennis and pickleball courts, ball fields and other recreational areas of Bella Terra. The consumption of alcohol by persons under the age of 21 is strictly prohibited.
2. Approved social events where alcohol is consumed may be catered or bring your own bottle. Any event that is catered where alcohol is served or purchased, the host is responsible to ensure that the caterer is properly licensed to serve and/or sell alcohol. The host must also ensure that the caterer carries adequate liability insurance. The host must present the Association's management company and the Association's Social Activities Committee with proof of such licensure and insurance prior to the event. The Association must be named as an additional insured on any such policy of insurance. Adequate liability insurance shall be determined by the Board of Directors in its sole discretion.
3. This policy is applicable to both private events and events sponsored by the Association or any official committee of the Association.

There are 6 total Board members. The number of Board members who voted in favor of this Resolution is 5. The number of Board members who voted against this Resolution is 1. The vote of each Director is reflected in the minutes of the meeting at which this Resolution was adopted.

BELLA TERRA OF SOUTHWEST FLORIDA, INC.

BY: Robert King  
Robert King, President

Date: April 11, 2014

(CORPORATE SEAL)

ACTIVE: B18822/339788:5630487\_1

**BOARD RESOLUTION ADOPTING  
RULES AND REGULATIONS ESTABLISHING APPLICATION FOR LEASE AND  
ADDENDUM TO LEASE AGREEMENT**

**CONDOMINIUMS AT BARLETTA ASSOCIATION, INC.**

WHEREAS, Article 13 of the Declarations of Condominium of 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 (the "Declarations") provides that Board of Directors shall have the authority to approve all leases and renewals or extensions thereof; and

WHEREAS, Article 13 of the Declarations also provides that the Board shall have the authority to promulgate or use a uniform lease application; and

WHEREAS, Article 13 of the Declarations further provides that all leases shall be on a uniform form of lease or lease addendum if so promulgated by the Association; and

WHEREAS, the Board of Directors believes it is in the best interest of the Association to adopt a rule, as contemplated by the above-referenced article of the Declarations, to require the use of a uniform lease application and a uniform lease addendum to protect the Association and the Unit Owners when a Unit is leased; and

NOW THEREFORE, the following rule is adopted.

1. All leases of any Unit must be approved by the Association in advance and in writing as provided by Article 13 of the Declarations.

2. All leases must also be accompanied by the Application for Lease which is attached hereto as **Exhibit "A"**. The Application for Lease must be signed by the Unit Owner, the proposed Tenant(s), and, upon approval by the Association, by the Association's designated representative.

3. All leases must also be accompanied by the Uniform Lease Addendum which is attached hereto as **Exhibit "B"**. The Uniform Lease Addendum must be signed by the Unit Owner, the proposed Tenant(s), and, upon approval by the Association, by the Association's designated representative.

3. Failure to include the attached Application for Lease and the Uniform Lease Addendum will result in denial of the proposed lease by the Association.

Adopted by the Board of Directors this \_\_\_\_ day of \_\_\_\_\_ 2014 and effective \_\_\_\_\_, 2014.

The number of Board members who voted in favor of this Resolution is \_\_\_\_\_. The number of Board members who voted against this Resolution is \_\_\_\_\_. The vote of each Director is reflected in the minutes of the meeting at which this Resolution was adopted.

CONDOMINIUMS AT BARLETTA  
ASSOCIATION, INC.

BY: \_\_\_\_\_  
Hugh Thomas, President

Date: \_\_\_\_\_

(CORPORATE SEAL)

**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, LLC, 6719 Winkler Road, Suite 200, Fort Myers, FL 33919. Fax (239-4541147) 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 Declarations, 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. OCCUPATION OF APPLICANT 1 \_\_\_\_\_

POSITION HELD PRESENTLY \_\_\_\_\_ HOW LONG? \_\_\_\_\_

7. 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) \_\_\_\_\_

12. 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) \_\_\_\_\_

13. 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 \_\_\_\_\_

14. 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 \_\_\_\_\_

15. PERSON TO NOTIFY IN AN EMERGENCY:  
NAME \_\_\_\_\_ PHONE \_\_\_\_\_ E-MAIL \_\_\_\_\_

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

CAR NO. 1: \_\_\_\_\_ LICENSE NUMBER: \_\_\_\_\_

CAR NO. 2: \_\_\_\_\_ LICENSE NUMBER: \_\_\_\_\_

17. 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.

18. ADDRESS FOR NOTICE OF ACCEPTANCE OR REJECTION OF THIS APPLICATION:  
MAILING ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_ E-MAIL (IF E-MAIL IS ACCEPTABLE MANNER OF COMMUNICATION): \_\_\_\_\_

19. 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\_\_

Lease Approval Fee Received \_\_\_\_\_, 20\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature of Association Representative

Print Name: \_\_\_\_\_

**ADDENDUM TO LEASE AGREEMENT BETWEEN**

**LANDLORD AND TENANT AND ASSIGNMENT OF RENTS FROM LANDLORD  
TO COMMUNITY ASSOCIATION FOR AMOUNTS OWED**

The provisions contained herein modify the lease agreement (“Lease”) between \_\_\_\_\_ (“Landlord”) and \_\_\_\_\_ (“Tenant”), entered into on \_\_\_\_\_, for the lease of real property located at \_\_\_\_\_, and serve as an agreement between Landlord and Condominiums at Barletta Association, Inc. (“Association”) to assign rents payable to Landlord pursuant to the Lease from Landlord to Association for past-due and owing assessments, interest, costs and reasonable attorney’s fees, which amounts are due pursuant to obligations of Landlord arising from the Declaration of Condominium for Condominium \_\_\_\_\_ at Barletta, A Condominium, recorded at Instrument No. \_\_\_\_\_, Public Records of Lee County, Florida, and all valid amendments thereto.

Execution of this Lease Addendum is a required condition of rental of a Unit, pursuant to the authority of the Association contained in the Declaration.

The Landlord and Tenant hereto expressly agree that the Lease Agreement shall be amended as provided herein and the following terms shall be incorporated into the Lease Agreement. Landlord and Tenant further agree that Association shall be considered a named party to the Lease Agreement and this Addendum for the purpose of enabling Association to enforce the provisions of the Condominium Documents and the covenants of this Lease Addendum. In the event of any conflict between the terms and conditions of the Lease Agreement and this Addendum, the Addendum shall govern the respective rights and responsibilities of the parties hereto. Further, Landlord and Tenant also acknowledge and agree, that in connection with the approval of the lease application by the Association, it will be necessary for the Association to obtain and consider information regarding Tenant and all proposed Occupants of the Unit, Tenant specifically authorizes Association to obtain and consider background information, including financial information, if deemed appropriate by the Association, personal references, and other information deemed relevant by Association. Further, Landlord and Tenant acknowledge that Association may require an interview with prospective Tenants/Occupants of a Unit, prior to occupancy. Landlord and Tenant agree that no proposed Tenant or Occupant shall take possession of a Unit prior to the approval of the lease application by the Association. Landlord and Tenant represent that all information contained in the application for lease (and supporting materials) submitted to the Association are complete, accurate, and truthful. Landlord and Tenant acknowledge that intentional or negligent material omissions or misrepresentations in the application and supporting materials shall constitute grounds for disapproval of a lease application request, or termination of the lease if such omissions or misrepresentations are discovered after approval thereof.

Further, the parties agree as follows:

1. **USE:** The Tenant (which term shall at all times in this Addendum include all proposed Occupants of the Unit) will use the premises only for single family, residential purposes by Tenant and his Family members who have been listed and approved in Tenant’s

application for Association approval of this Lease. Single family shall mean one person or not more than two unrelated persons living together as a single housekeeping unit or three or more persons living together as a single housekeeping unit wherein no more than one such person is not related to all other such persons by blood, marriage or legal adoption. Tenant will make no unlawful, improper or offensive use of the leased property, nor permit the commission of any act which constitutes a public or private nuisance.

2. **COMPLIANCE WITH THE CONDOMINIUM DOCUMENTS:** Any infraction of the provisions or restrictions set forth in the Declaration, the Articles of Incorporation and By-Laws of the Association, and the Rules and Regulations (hereinafter "Condominium Documents") by the Tenants or their Family, Guests or Invitees shall be deemed a breach of the Lease, and Association or Landlord shall have the option to terminate the Lease Agreement and resume possession of the property. Tenant acknowledges, by signing this Addendum that he has read, understands, and agrees to abide by the Condominium Documents.

3. **ASSOCIATION AUTHORITY TO ENFORCE ADDENDUM TERMS:** Landlord and Tenant further agree that Association may act in its own rights, or in cases where Landlord fails to act in a timely manner, as Landlord's agent, to terminate the Lease and may institute proceedings against Tenant, in Landlord's name, or in Association's name in its own right. In either such cases, Landlord shall be responsible to Association for all expenses incurred, including attorney's fees, without waiver of the right of any action by Landlord against Tenant.

4. **ASSIGNMENT OR SUB-LEASING/RENEWAL:** No assignment of the Lease or sub-leasing of any part of the leased property by the Tenant shall be valid without the consent of Association. Renting of rooms and "rent-sharing" is prohibited. The Lease Agreement shall not be renewed or extended, nor shall Tenant hold over the premises, without the prior approval of the Association

5. **INSPECTION OF PREMISES:** The Association and Landlord or his agent, have and are hereby granted the right to enter the premises at any time for the protection and preservation of the premises, or at a reasonable time and upon reasonable notice for the purposes of inspection; making necessary or agreed repairs, decoration, alterations, or improvements; supplying agreed services (including pest control); or determining the existence of suspected or reported violations of the Condominium Documents. Landlord and Tenant acknowledge that Association retains a pass key to the premises.

6. **LIMITATION OF LIABILITY/HOLD HARMLESS AND INDEMNITY:** The Association shall not be liable to Landlord or to Tenant, or Tenant's Family, agents, Guests, Invitees, employees or servants for damage to persons or property caused by other Residents or other persons. Tenant recognizes that Association does not warrant the security of the property, and is not responsible for safety of Tenant, other Unit Occupants, nor their property. Landlord and Tenant jointly and severally agree to indemnify and hold Association harmless from and against any claims for damages to person or property arising from Tenant's use of the premises, or from any activity or work permitted to be suffered by Tenant in or about the premises. Association shall not be liable for personal injury, or damages to Tenant's personal property

from theft, vandalism, fire, water, rain, storms, smoke, explosions, sonic booms, riots or other causes whatsoever unless it is established that Association has been negligent in maintenance of Common Elements which are the responsibility of the Association, and which negligence is the proximate cause of said damage. Tenant agrees to notify Association immediately upon the occurrence of any injury, damage or loss suffered by Tenant or other person upon the premises.

7. **DEFAULT/ENFORCEMENT**: If the Tenant fails to comply with any of the material provisions of the Condominium Documents, or materially fails to comply with any duties imposed by him by the Lease Agreement, this Addendum, or any other statute or law, then within seven (7) days after delivery of written notice by the Landlord or Association specifying the noncompliance and indicating the intention of the Association or Landlord to terminate the Lease Agreement by reason thereof, Association or Landlord may terminate the Lease Agreement. Association and/or Landlord shall have no obligation to allow Tenant to cure such violations if such noncompliance is of a nature that Tenant should not be given opportunity to cure pursuant to Section 83.56 of the Florida Statutes (2013), as amended from time to time, or if the noncompliance constitutes a subsequent or continuing noncompliance within twelve (12) months of a written warning by Association or Landlord of a similar violation. In such instances, Association or Landlord may deliver a written notice to Tenant specifying the noncompliance and the Association's or Landlord's intent to terminate the Lease Agreement by reason thereof. Examples of noncompliance which are of a nature that the Tenant should not be given an opportunity to cure include, but are not limited to, destruction, damage, or misuse of the Landlord's or Association's property by intentional act or a subsequent or continued unreasonable disturbance. Examples of noncompliance which are of a nature that Tenant will be given an opportunity to cure include, but are not limited to, activities such as having or permitting unauthorized pets, Guests, or vehicles; parking in an unauthorized manner or permitting such parking; or failing to keep the premises clean and sanitary. Landlord and Tenant acknowledge Association may tow away or cause to be towed away vehicles that are parked on Condominium Property in contravention of the Condominium Documents. Landlord and Tenant also recognize that Association shall have the right to terminate the Lease and/or institute evictions or other proceedings against Tenants, for violation of the Condominium Documents as set forth above. Further, the parties recognize that the Association may levy fines against a unit for violation of the Condominium Documents. Fines may be levied for violations, without opportunity to cure. The Association will afford the opportunity for a hearing, as required by law, prior to the levy of a fine. Landlord and Tenant shall be jointly and severally liable for the payment of any fine duly levied by the Association, arising out of the conduct of Tenant, his Family, Guests, and Invitees. The Association, without limiting other remedies, may avail itself to the procedures set forth in Paragraph 9 of this Lease Addendum with respect to the collection of fines.

8. **COSTS AND ATTORNEY'S FEES**: If either the Landlord or the Tenant fails to comply with the agreements, conditions or covenants of the Lease Agreement or this Addendum, including violations of the Condominium Documents, or fail to comply with applicable laws, and court action or arbitration (including actions initiated or defended by Association) is required to resolve any dispute, the prevailing party, including the Association, shall be entitled to costs and attorney's fees of that action, at the arbitration, trial or appellate levels.

9. **RIGHT TO RECEIVE RENTAL INCOME:** In the event Landlord is delinquent in Landlord's obligation to pay to Association any annual or special assessments, or any installment thereof, Association shall have the right, but not the obligation, to require Tenant to pay said rental installments, or the portion thereof sufficient to pay said delinquent maintenance assessments, directly to Association, upon Association giving written notice of the exercise of such right to Tenant and Landlord. This right of Association is cumulative and in addition to any and all other rights or remedies Association may have against Tenant or Landlord. Failure of Tenant to pay to Association the rental installments, or portions thereof, as specified in said notice, shall entitle Association to terminate this Lease and/or evict Tenant. Tenant shall be entitled to set off against rent payable to Landlord for any and all amounts paid by Tenant to Association hereunder.

10. The Landlord hereby expressly consents to and authorizes the Association, its attorney, and agents to contact the Tenant in the event that the Landlord becomes delinquent with his obligations to the Association. The purpose of such communication and contact will be to enforce the provisions of this Addendum by providing the Landlord and Tenant the notices described in Paragraph 9 above.

11. **MISCELLANEOUS:**

A. **Binding Effect:** The covenants and conditions contained herein extend to bind the heirs, legal representatives, successors, and assigns of the parties bound by this Lease Addendum.

B. **Waiver:** The failure of Association to enforce its rights as set forth in Lease Addendum shall not constitute a waiver of the Association's right to do so in any other instance.

C. **Modification:** This Lease Addendum may only be modified by an instrument signed by Landlord, Tenant and Association.

D. **Captions:** The captions contained in this Lease Addendum are for convenience sake only, and are not intended to constitute substantive provisions of this Lease Addendum, nor restrict the subject matter hereof.

E. **Gender:** All references to the masculine are intended to include references to the feminine, as appropriate. All singular references are also intended to incorporate plural references, where appropriate.

F. **Governing Law/Venue:** This Addendum is governed by the laws of Florida. Venue for any action lies in Lee County.

G. **Anti-Discrimination Policy:** Association does not discriminate in the terms and conditions of rental of units based upon sex, national origin, race, religion, familial status, or handicapped status.

LANDLORD:

\_\_\_\_\_

Date: \_\_\_\_\_

TENANT:

\_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

ACTIVE: 5391636\_1