

MARBELLA AT SPANISH WELLS III CONDOMINIUM ASSOCIATION
INC

c/o Alliant Property Management
138361 Vector Ave Fort Myers FL 33907
(239) 454 - 1101 fax: (239) 454 - 1147

APPLICATIONS ARE NOT COMPLETE WITHOUT THE FOLLOWING AND
WILL BE SENT BACK TO THE APPLICANT

PLEASE INCLUDE THE FOLLOWING WITH YOUR PURCHASE
APPLICATION:

- Signed Completed Application.
- A copy of the Sales Contract
- \$150** non-refundable Processing fee made payable to Alliant Property Management. **\$40**/per person background check
- A copy of current photo ID/driver's license
- Signed Rules Page
- Pet Form (If Applicable)

PLEASE SUBMIT ALL OF THE ABOVE

APPLICATIONS THAT ARE SUBMITTED INCOMPLETE WILL
BE MAILED BACK.

MARBELLA AT SPANISH WELLS III ABBREVIATED RULES AND REGULATIONS

PLEASE READ THE FOLLOWING STATEMENTS CAREFULLY:

I/we hereby agree for myself and on behalf of all persons who may use the residence which I/we seek to lease/purchase:

I/we will abide by all of the restrictions contained in Marbella III (Marbella) Condominium Declaration, By-Laws, Articles of Incorporation, Rules and Regulations, and restrictions which exist now or may in the future be, imposed by Marbella.

I/we understand that the subleasing or unregistered occupancy of this residence in my absence is strictly prohibited.

I/we understand that we must be present when any guests, visitors, or children who are not permanent residents visit and are responsible for ensuring that they abide by the Rules and Regulations for Marbella.

I/we understand that any violation of the terms, provisions, conditions and covenants of the Marbella III documents and/or the Marbella Homeowners Association (the Marbella "HOA") documents, provide cause for immediate action as therein provided or termination of the leasehold under appropriate circumstances.

In accordance with Marbella documents, should the condominium owner become delinquent in making his/her monthly condominium association dues, Marbella may make a written demand of the tenant to pay the future monetary obligations (rent) directly to the condominium association for the term of the lease unless and until the condominium owner becomes current with his/her condominium association dues.

COMMERCIAL VEHICLES ARE PROHIBITED.

MOTORCYCLES ARE NOT PERMITTED WITHOUT BOARD APPROVAL

PICKUP TRUCKS MUST BE PARKED IN THE GARAGE AT NIGHT

I/we understand that acceptance of the application is conditioned upon the truth and accuracy of the information recorded on in it and upon the approval of the Board of Directors (the "Board") of Marbella or the Marbella HOA. Occupancy prior to approval and the start date above is prohibited. Any misrepresentation or falsifications of information on these forms will result in the automatic rejection of this application and/or removal from the property.

I/we understand that the management company for Marbella will institute an investigation of my/our background as the Board deems necessary. Accordingly, I/we specifically authorize the property owner, their agent or Marbella to make such investigation and agree that the information contained in this shall be held harmless from any action or claim by me in connection here or with any investigation conducted by the owner.

In submitting the foregoing information and this application, I am aware that the decision of **Marbella** and/or the **Marbella HOA** will be final and no reason has to be given for any action by the Board. I agree to be governed by the determination of the Board.

(Owner sign here): _____ Date: _____
"I have read and confirm my understanding of the rules and regulations summarized above"

IT IS THE OWNERS' RESPONSIBILITY TO HAVE ALL FAMILY MEMBERS, GUESTS AND LESSEE'S FOLLOW THE ASSOCIATION'S RULES. HOMEOWNERS WILL BE HELD LIABLE FOR ANY FINES ASSESSED DUE TO VIOLATIONS.

Applicant: _____ **Date:** _____

Co-Applicant: _____ **Date:** _____



MARBELLA AT SPANISH WELLS III CONDOMINIUM ASSOCIATION, INC.

C/O ALLIANT PROPERTY MANAGEMENT LLC
13831 VECTOR AVE
FORT MYERS FL 33907

APPLICATION FOR APPROVAL TO PURCHASE

Revised 8/20/20

INSTRUCTIONS:

This application is to be completed by the owner(s) and purchaser(s) or lessee(s).

This application must be submitted to the Association’s Manager at least thirty (30) days prior to closing or lease start date and must be supported with:

- A copy of the purchase or lease agreement signed by all relevant parties;
- A non-refundable processing fee of \$150.00 payable to Alliant Property Management
- A copy of current driver’s license for US citizens or copy of passport for non-US citizens.
- For purchases, a working capital contribution fee of \$500.00 payable to Marbella at Spanish Wells Homeowners Association. This fee can be collected at closing

Note that units may not be leased for a period of less than thirty (30) days. Additionally note that all Association units are designated as single-family residences only, and must be leased and / or utilized as such.

All annual rental renewals must be submitted no less than twenty (20) days in advance of the lease renewal date for the Association’s review and approval to renew.

I Hereby Apply for Approval To... (check one):

...purchase(address) _____ # _____, and for membership in the Association.
Tentative Closing Date: _____

...lease(address) _____ # _____ in the Marbella III community for a period
beginning on: (month / day) _____, (year) _____,
and ending on: (month / day) _____, (year) _____.

I AM I AM NOT currently serving as a member of the United States Armed Forces on active duty or state active duty or a member of the Florida National Guard/United States Reserve Forces.

1. Current Unit Owner's Name(s): _____
Telephone (home): _____ **Telephone (other):** _____
Email: _____

2. Full name of Applicant: _____
Driver's License Number and State: _____
Social Security No. (Annual leases only): _____
Date of Birth: ____ / ____ / ____ **Telephone (home):** _____
Email: _____ **Telephone (other):** _____

3. Full name of Co-Applicant / Spouse: _____
Driver's License Number and State: _____
Social Security No. (Annual leases only): _____
Date of Birth: ____ / ____ / ____ **Telephone (home):** _____
Email: _____ **Telephone (other):** _____

4. Applicant's Current Street Address: _____
City / State: _____ **Zip Code:** _____
How Long at This Address? _____

5. Mailing Address (if different than above): _____
City / State: _____ **Zip Code:** _____

6. Two Personal References (preferably local):

(#1) **Name:** _____ **Street Address:** _____
City / State: _____ **Zip Code:** _____
Telephone (home): _____ **Telephone (other):** _____

(#2) **Name:** _____ **Street Address:** _____
City / State: _____ **Zip Code:** _____
Telephone (home): _____ **Telephone (other):** _____

7. Person(s) to be notified in an emergency: _____
Telephone (home): _____ **Telephone (other):** _____

8. Other Family Members to Occupy the Unit: For annual leases, all occupants 18 years of age or older must provide their date of birth and Social Security Number for background check purposes.

<u>Name</u>	<u>Relationship</u>	<u>Age:</u>	<u>Date of Birth</u>	<u>Social Security No. (If applicable)</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

9. Specify All Vehicles to be Stored on the Premises:

(please note trucks are not allowed, unless parked in the garage at ALL times)

Make _____ **Model** _____ **Tag No.** _____ **Year** _____ **State** _____
Make _____ **Model** _____ **Tag No.** _____ **Year** _____ **State** _____

10. Specify the type, size, and weight of pets to be kept in the unit:

(A maximum of 2 domesticated dogs, cats or caged birds are permitted. A Pet Registration Form must be completed for approval)

FOR PURCHASERS ONLY:

Identify Mortgagees, if Any: _____

Street Address: _____ City / State: _____ Zip Code: _____

Intended Use of Unit (*check one*):

full-time residence part-time residence lease to others

FOR LESSEES ONLY:

Identify Current / Most Recent Landlord (*if applicable*):

Full Name: _____ Telephone: _____

Street Address: _____ City / State: _____ Zip Code: _____

Duration of Most Recent Rental: _____

Prior Address: _____ City / State: _____ Zip Code: _____

Have You Ever Been Evicted or Asked to Vacate a Property that You Rented? _____

If So, Why? _____

Where? _____ When? _____

APPLICANT'S AFFIDAVIT:

"I am familiar with and agree to abide by the Association's Declaration of Condominium, the By-laws, the published Rules and Regulations, and the Marbella Declaration and Recreational Property Rules and Regulations. If this transaction is a lease, I understand and agree that the Association, in the event that my lease is approved, is authorized as the owner's agent with full authority and power to take whatever action may be necessary, including eviction, to prevent violation by lessees and guests of the provisions contained in the above documents. I represent that the information stated is factual and correct and I agree that any misrepresentation in this application will justify its disapproval. Additionally, I do consent to any further inquiries concerning this application and the references given below, as well as an investigation into my background and that of the 'other occupants' listed above. If this application is for a unit purchase, I agree to be available for an interview with the designated representatives of the Association."

Applicant (*sign*): _____ Date: _____ / _____ / _____

Co-Applicant (*sign*): _____ Date: _____ / _____ / _____

CONDOMINIUM OWNER'S AFFIDAVIT:

"I have verified the accuracy of the above information, verified the identities of the prospective tenants and do certify that I have reviewed all rules and regulations of the Association, and the Foundation with them. I accept personal responsibility for follow-up with the tenants regarding violations or complaints."

Owner (*sign*): _____ Date: _____ / _____ / _____

Co-Owner (*sign*): _____ Date: _____ / _____ / _____

RENTAL AGENT OR COMPANY AFFIDAVIT:

"As the rental agent for the unit owner, the undersigned agrees to be responsible for the immediate correction or prevention of any violations by the tenants of the restrictive covenants or rules applicable to the Condominium, including termination of the lease and removal of the tenant."

Rental Agent (*sign*): _____ Date: _____ / _____ / _____

Rental Agent Name: _____ Telephone: _____

Email Address: _____

Pet Registration Form - Marbella at Spanish Wells III

Owner Information: (Print)

Name: _____
Marbella Address: _____
Phone Number: _____
E-mail Address: _____
Pet Registration Tag Number: _____
Pet Name: _____

Veterinarian Information: (Print) to be completed by Veterinarian

Name: _____
Address: _____
Contact Phone Number: _____

Pet Information: (Print)

Breed: _____ **Color:** _____
Age: _____ **Weight:** _____

State/City Required Shots: List shots, and Date of shots.

_____	Date: _____
_____	Date: _____
_____	Date: _____
_____	Date: _____
_____	Date: _____
_____	Date: _____

Veterinarian Signature: _____ **Date:** _____
Owner Signature: _____ **Date:** _____

Failure to provide this information will result in a fine(s), and/or the

H. Non-exclusive remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any fine paid by the offending owner shall be deducted from or offset against and damages which the Association may otherwise be entitled to recover by law from such owner.

Applicant Signature

Date _____

Co-Applicant Signature

Date _____

Marbella at Spanish Wells III Condominium Association Inc.

Rules and Regulations

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1. Authority

- A. All unit owners, in addition to any other obligation, duty right and limitation imposed upon them by the Amended and Restated Declaration of Condominium, Amended and Restated Articles of Incorporation and Amended and Restated By-Laws (“Governing Documents”) of the Marbella at Spanish Wells III Condominium Association Inc. (the “Association”) and by the Amended and Restated Declaration of Master Association, Amended and Restated Articles of Incorporation of Master Association and Amended and Restated By-Laws of Master Association for the Marbella Homeowners Association (the “HOA”) and the Condominium Act (as may be amended from time to time), shall be subject to and agree to abide by the following Rules and Regulations (as may be amended from time to time), which shall be applicable to all unit owners, their families, guests, invitees, tenants and lessees. Owners are responsible for providing copies of all governing documents, including these Rules and Regulations, to their occupants.
- B. These Rules and Regulations may be revised by the Board of Directors (the “Board”) of the Association as necessary, to better serve the membership.

2. Monthly Maintenance Fees

- A. All unit owners will be required to pay their respective HOA and Association maintenance fees to the management company on a timely basis. The maintenance fees are due on the first (1st) day of every month and will be considered delinquent if the management company has not received the payments by the tenth (10th) day of every month; however, if the tenth (10th) day of the month falls on a weekend, then the payment will be due by the next business day.

- B. Delinquent assessments shall bear interest at 18% and the Board may levy a late fee in an amount not to exceed the greater of 5% of the delinquent installment or \$25.00.

3. Parking

The following restrictions are to be enforced 24 hours a day.

- A. No vehicle shall be parked in any street between the hours of 11pm and 6am. All vehicles must be parked in garages, driveways or in designated parking spaces during this period.
- B. Parking or driving on any lawn is strictly prohibited. Any damage to the lawn or irrigation system due to parking violations by an owner, guest, tenant, visitor, etc. shall be the responsibility of the owner and all repair expenses shall be paid for by the owner.
- C. No vehicle shall be parked in such a manner as to impede or prevent ready access to fire lanes, carports, garages, driveways or other common or private areas.
- D. All vehicles parked within the property must be in good working condition and be insured according to the minimum requirements by state and local authorities. Any vehicle not adhering to these standards shall not remain on the property for more than 24 hours.
- E. All vehicles must have a current and valid license plate affixed to the vehicle. No unregistered or inoperable vehicles shall be moved onto or kept on Association property.
- F. No motor vehicle may be disassembled, nor major vehicle repairs are permitted in the common parking areas or Association property. This does not apply to any vehicle parked inside a garage unit. This includes, but is not limited to, engine overhauling, exhaust system repairs, brake lining repairs and body work. Under no circumstances may cars be left unattended while on jacks or blocks.
- G. All vehicles must have either a current gate pass barcode, obtainable from the Spanish Wells Condominium Association (“SWCA”), affixed to the vehicle window or have a current visitor pass prominently displayed in the front windshield area.
- H. Any vehicle in violation of these parking regulations may be towed by the Association at the sole expense of the owner of the vehicle if the vehicle has been in violation for more than 24 hours after a notice of violation has been affixed to the vehicle.
- I. Carports are not garages and can only be used for non-commercial vehicle parking.

- J. The speed limit on the Association Property shall conform to state regulations and all vehicles shall be operated in a safe manner.
- K. Commercial vehicles of any kind shall not be permitted to be parked or stored within the Association Property, unless parked in an enclosed garage at all times.
- L. A “Commercial vehicle” is any vehicle that displays any signage, tools, or equipment that is of a commercial nature, or any vehicle with or without signage, tools, or equipment that is primarily designed to be used for commercial purposes, regardless of whether or not it is presently being used for commercial purposes.
- M. Pick-up trucks shall not be permitted to be parked or stored within the Association Property, unless parked in an enclosed garage or carport at all times.
- N. The parking spaces in the common elements are not assigned and are for temporary use only by guests, visitors and vendors. These parking spaces are not intended for storage of vehicles, which shall be stored in an enclosed garage or carport designated to that Unit.

4. Allowable Vehicles

In general, only passenger vehicles shall be parked in the common areas.

- A. No RV's, motor homes, trailers, motorcycles, motor scooters, campers, boats, disabled vehicles, commercial vehicles or vehicles with any type of commercial lettering or signage are allowed in driveways, common parking areas or Association property. This is not meant to prohibit valid delivery and service vehicles from being used to perform services for unit owners. A vehicle will be deemed commercial if commercial lettering or signage is painted or affixed to the vehicle or if commercial equipment is placed upon the vehicle, or if the vehicle is used for purposes other than as a private passenger vehicle.
- B. Boats, personal watercraft, *motorcycles, motor scooters, or golf carts* cannot be parked so as to be visible by passers-by.

5. Garage Doors

- A. Garage doors should remain closed when access to the garage area is not required. This is not only good for the community standards but can create a security hazard if garage doors are left open. Owners and occupants are required to close all garage doors at night prior to retiring for the evening.

- B. No garage will be permanently enclosed so as to make a garage unusable by an automobile. No portion of a garage originally intended for the parking of a vehicle shall be converted into a living space.
- C. No property shall be stored in a garage that will cause a vehicle to be parked in the unassigned spaces instead of the garage itself.

6. Garbage and Trash Disposal

- A. All trash must be disposed of into the containers provided by the Association or the trash collection provider.
- B. Where trash pickup is provided for individual unit owners, no trash container will be placed on the curbside before 5pm of the day prior to trash collection day. Pursuant to the Master HOA ARC guidelines, all trash containers shall be removed from the street pickup area no later than 7:00 p.m. on pickup day. No container shall be visible by passers-by after the pickup day is complete.
- C. Where trash dumpsters are provided, all trash must be placed inside the dumpster. No trash can be left on the outside of the dumpster area or alongside the dumpster behind the fencing.
- D. If articles of trash cannot fit into a collection container or dumpster, special pickup service must be arranged by the unit owner by calling the property management company. Until the time that the pickup occurs, the articles in question shall remain out of sight of any passers-by. The unit arranging the pickup will be charged the appropriate rate for the pickup.
- E. All recyclables must fit into the recyclable pickup containers and be placed according to the instructions provided by the collection service provider.
- F. It is the owner, tenant and/or guest's responsibility to make arrangements to dispose of trash when someone is departing the community prior to the scheduled trash pickup day.

7. Pets

No owner may keep any pet or animal on the Association property except with prior written approval from the Association or its representative.

- A. A pet registration form shall be presented to the Association for approval. The Association, in its sole discretion, shall have the right to disapprove any pet that is likely to be a nuisance or aggressive based on its breed or size. As a condition of approval, the Association shall have the right to require a reasonable pet deposit, which will be held by the Association and applied toward the cost of any property damage, cleaning or fines that are related to the pet. Without such registration form submitted and approved, any pet owner shall be considered in violation of these rules.

- B. Each unit may maintain up to two (2) household pets, to be limited to domestic dogs, domestic cats or caged birds. One fish tank not exceeding 55 gallons is also authorized, without respect to the number of fish.
- C. Pet owners are responsible for annoyances and nuisances caused by their pets at any time of the day or night. Animal control authorities may be notified when disturbances occur.
- D. It will be the sole responsibility of the pet owner to pick up and properly dispose of his or her animal's waste at all times. All pets must be leashed and in the custody of their owner when let out of their unit and are on the common grounds of the property. The unit owner shall be liable for any damage to the building or grounds caused by his or her pet and the unit owner must pay all cost involved in restoring any damage to any part of the property. The unit owner shall be financially responsible for any personal injury or property damage caused to any other unit owner, occupant, tenant, renter, lessee, guest, employee or vendor of the building or to any member of the public, by the pet.
- E. All pets will be in good health and have the necessary shots, license, and any other certificates required by any government agency. Should the Association or its representatives request proof of license, certificates, photographs, and/or medical reports, then the owner will furnish the Association or its representatives with those reports in a timely manner. Should the board request a medical report on the pet, the owner shall furnish a medical report from a Florida licensed veterinarian, currently dated, at the expense of the owner.
- F. No pet shall be left on any lanai, screened porch or balcony unattended for any length of time.
- G. No pit bulls or known aggressive breeds shall be allowed in the community.
- H. Renters, lessees, tenants and guests are prohibited from keeping a pet anywhere on the Condominium Property *without the written permission of the owner and prior approval of the Association or its representative.*

8. Commercial Use of Premises

- A. All units must be used for residential purposes only.
- B. Signs, vehicles or other declarations of a business are not allowed on any premise.
- C. This does not intend to restrict any internet-based business or telecommuting required to maintain a current job status.

- D. Any business or commercial activity that creates a nuisance, noise, disturbance, noxious odor, pollution hazard or a violation of any other covenants or rules of the Association to adjoining owners shall be prohibited.

9. Signs

- A. No signs of any kind shall be displayed to the public view on the common areas or individual units.
- B. Exceptions to this rule include signs of not more than one square foot that indicate units for sale or for rent.
- C. Individual unit signs of not more than one square foot may be attached near a unit's door to identify the occupants of that unit.
- D. No signs of any kind shall be placed in the Association common area, or so as to be visible from the Association common area, without the written permission of the Association's Board or by court order.

10. Noise Control

- A. All electronic devices (radios, televisions, MP3 players, computers, etc.) must maintain a volume that does not disturb other residents regardless of the hour of the day or night. Particular attention should be paid to this when prevailing weather allows residents to open unit windows and doors to the outside.
- B. Musical instruments shall not be played in a manner that the sounds are heard in any other unit or outside of the unit from which the sounds are emanating.
- C. Automobile sound systems must be played so that sound emanating from the vehicle does not disturb other residents.
- D. There are no restrictions as to the minimum age of children who may live in or visit Marbella III. Activities and behavior of children shall be regulated by an adult, including physical supervision where necessary.
- E. It is understood that each owner has a responsibility to the people who live in a unit on a floor below them. This responsibility includes being aware of the sound created by hard heels on a tile surface and of the sound of furniture moving across a tile surface. Each

owner will, to the extent possible, endeavor to limit this sound problem.

- F. Installation of any new hard surface flooring on a second or third floor unit will be required to follow industry standards for noise abatement. This includes using proper sound proofing underlayment and joining/grouting materials, as approved in writing by the Association prior to installation. If a new installation results in an owner complaint from a unit below, the Association or its representatives has the right to inspect the installation to be sure all industry standards were followed. Owners will be required to remediate the situation if these standards are not followed.

11. Exterior Antennas

- A. No exterior antennas or satellite dishes are permitted other than ARB approved satellite dishes eighteen (18) inches or less in diameter. No antennas or satellite dishes may be affixed to common elements.
- B. Additional outside wiring of any type is prohibited.

12. Rentals, Leasing and Re-sales

- A. Only complete units can be rented or leased. No portion of a unit may be leased. No rooms may be rented, and no transient tenants may be accommodated. Advertising a residence for daily or weekly lease or license on websites or platforms such as Airbnb.com, Craigslist VRBO.com or similar websites or platforms is prohibited. No residence may be used on a “time-share” basis.
- B. No lease or rental shall be approved for a term of less than thirty days (30) or one (1) calendar month, whichever is less. Under no circumstances may more than one family reside in a unit at one time. In no event shall occupancy (except for temporary occupancy by the visiting guests) exceed two (2) persons per bedroom.
- C. A maximum of three (3) rentals or leases may occur in any one calendar year.
- D. All leases or rental agreements must be submitted in writing to the Association and the HOA for approval prior to the unit being occupied. A processing fee (as set by the Association Board) shall accompany the submittal. The approval process is a two phase process. The Association has first approval rights. If the tenant/lease is not approved, the tenant will not be allowed access to the property. If approved, the application is forwarded to the HOA for their approval processing. If the tenant is not approved by the HOA, the tenant will not be allowed access to the property.
- E. The Association or its representatives may deny permission to lease any unit on any reasonable grounds as the Association may determine. All written leases will provide that the Association or its representative shall have the right to terminate the lease or rental upon default by the tenant in observing any of the provisions of the governing documents, including these Rules and Regulations.
- F. The Association or its representative, will process the agreement request by performing background checks, the cost of which shall be charged to the lease applicant, for all lease applicants and occupants over the age of eighteen (18), in a timely manner so that an approval can be given prior to the occupancy date. No occupant will be allowed until

successful completion of these background checks. In the event that a potential tenant does not pass these checks, pursuant to Board enacted leasing standards, the lease application will not be approved, and the tenant will not be allowed to take occupancy. Renewals and extensions are considered new leases that require written approval of the Association. Approved lessees may not have guests occupy the leased Unit when the lessee is not in the Unit.

- G. All renters must adhere to the Association's governing documents, including these Rules and Regulations. It is the responsibility of the unit owner to provide a copy of these Rules and Regulations to each occupant; however, failure to receive a copy of the Rules and Regulations shall not excuse compliance with the Association's governing documents, including these Rules and Regulations. Owners and renters, guests or occupants shall be jointly and severally liable for any violation of Association's governing documents, including these Rules and Regulations.
- H. If an owner becomes delinquent in paying his/her monthly maintenance fees, the Association will have the right to collect the monthly rental fees (due from a tenant) and apply them to any and all delinquent amounts, legal fees, fines (as described herein) or anything else due to the Association.
- I. Occupancy is limited to two people per bedroom. Dens cannot be used as a bedroom in any lease agreement. Note that visiting family is excluded from this provision.
- J. Family stays in excess of one month must be reported to the Marbella III board of directors.

13. Use of the Lake

- A. Swimming is not allowed.
- B. Flotation devices are not allowed.
- C. Boats or personal watercraft are not allowed.
- D. Fishing in the lake is *prohibited at all times*.
- E. There will be no feeding of birds, fish, or other wildlife.

14. Exterior Appearance

To maintain a uniform and pleasing appearance of the exterior of the buildings:

- A. No unit owner shall make any changes to the exterior appearance of any building or common area, without the written approval from the Association Board and the HOA. This written approval also includes any prospective changes to the Lanai of any condominium unit.
- B. The exterior of a unit and all other areas appurtenant to a home shall not be painted, decorated or modified by any unit owner in any manner without the prior written consent of the Association.
- C. All units must have commercially available blinds or shades installed on any window that faces the exterior of the unit and is visible by any passer-by. All window treatments visible from the exterior shall consist of white or natural wood blinds or shutters, white fabrics or colored fabrics lined with white.
- D. Any blind or shade that is visibly broken and is viewable from the exterior of a unit must be repaired or replaced within 30 days of notice of violation.

15. Hurricane Shutters

The installation of hurricane shutters shall be in strict compliance with the specification adopted by the Association Board, the HOA Board and as may be approved by an Architectural Review Board.

- A. All shutters must be painted white or the color of the trim of the building if it is the intent of the owner to install the shutters upon leaving the unit for a period of more than one (1) week when a State of Emergency has not been declared in Lee County.
- B. If the shutters are not painted and are left in their natural aluminum color, the shutters may be installed no more than seven (7) days prior to a forecasted storm and removed no later than seven (7) days after the later of the storm's passing or the lifting of a mandatory evacuation order.

16. Wash Lines and Exterior Drying

- A. No drying lines will be strung on any structures or trees to allow drying of any items.
- B. No clothing, bedding, towels, laundry of any kind or other similar items, shall be hung out, exposed, dried or aired in any outdoor area, including decks or rails, or in any part of the Association property or within the unit or any limited common element if it can be seen from the common areas.

- C. No bathing suits or towels will be hung to dry on the exterior of the unit.

17. Use of Common Areas

- A. Use of common areas shall be in accordance with the posted rules for that area and the times allowable for that area.
- B. Any use or practice which disturbs or is a source of annoyance to residents or neighboring units and occupants or interferes with the peaceful possession and proper use of the Association property, will not be allowed. This includes music or sounds from any electronic device. This is true during operating hours as defined for that recreational area and for after hours.
- C. All common areas will be used for their intended purpose and no articles belonging to residents shall be kept therein and such areas will at all times be kept free of obstruction. No resident shall discard, place or permit to be placed any foreign objects in the common areas.

18. Sidewalks, Entrances and Passageways

- A. There shall be no obstruction of the Association common areas nor shall anything be stored in the common areas without prior consent of the Association Board, except as provided in these Rules and Regulations.
- B. Damage to the Association common area caused by the action of an owner or the actions of his/her children, pets, guests or tenants or the actions of the children, guests or pets of his/her tenants, shall be repaired or replaced at the expense of the owner.
- C. The sidewalks, entrances, and passages must not be obstructed or encumbered or used for any purpose other than ingress and egress.
- D. Bicycles, toys, boats and other outdoor equipment may not be left in roadways, driveways, sidewalks, entrances and passages overnight or indiscriminately strewn over the Association common area at any time.
- E. No bicycles may be parked in the entrances and passageways.
- F. Bicycles shall not be chained or parked so as to be visible from any other unit or from

the street area.

- G. The sidewalks, entrances, passages and elevators will be free from smoking and all cigarette and cigar butts must be placed in the proper containers at or near the entranceways.

19. Flammable and Combustible Materials

- A. No flammable, combustible or explosive fluids or materials, chemicals or substances shall be kept in any unit, storage, garage, lanai or common area, except those for normal household use.
- B. Grills, barbecues, hibachi's and similar cooking devices may be used only on the ground and must be placed at least ten (10) feet away from any building or structure. These devices cannot be used on lanais, patios, porches or stairs. Propane tanks may not exceed twenty (20) pounds in capacity and cannot be stored in a unit or on a lanai.

20. Storage of Items on a Patio or Lanai

No items shall be stored on a patio or lanai if a unit will be unoccupied for more than 30 days. During hurricane season, all units unoccupied shall have all exterior furniture stored in the proper storage area or within the unit itself.

21. Flower Pots and Planters

- A. Flower pots and planters shall not:
- obstruct sidewalks, entrances and/or passageways;
 - be located on lawns;
 - be located in flower beds where they might obstruct landscape services

- B. Flower pots and planters shall be either clay or ceramic, and the color and design shall complement the Marbella III architecture.
- C. Flower pots and planters must be moved inside the unit (or garage if applicable) when the unit is uninhabited or vacant for a period of thirty (30) days or more, or in the case of a hurricane warning.
- D. Flower pots and planters must contain live and well-maintained plants. Empty flower pots, planters, and artificial flowers are prohibited.

22. Nuisance

No Owner shall use the common elements or his unit, or permit to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another unit, or which would not be consistent with the maintenance of the highest standards for a first class residential condominium, nor permit the premises to be used in a disorderly or unlawful way. No immoral, improper, offensive or unlawful use shall be made of the Association property nor of any unit or any part thereof. Examples of activity that would constitute a “nuisance” include, but are not limited to, the following: a) loud, consistent noises; b) tobacco smoke or other obnoxious or unpleasant odors; c) conditions creating or attracting an infestation of pests or rodents; and d) frequent domestic disturbances causing the arrival of emergency or police vehicles. The Board shall have the sole discretion to determine what use or activity has become a nuisance.

23. Cleaning of Lanais

- A. Hosing or washing lanais with buckets of water is allowed only with the permission of all units directly below to ensure dirty water does not run down into the lower units.
- B. It is the owner’s responsibility to keep the drain holes in the screen frame to prevent “pooling” of water on the lanai floor.

24. Authority

The Association has an irrevocable right of access to the Units for the purposes of protecting, maintaining, repairing and replacing the common elements or portions of a unit to be maintained by the Association under the governing documents, and as necessary to prevent damage to one or more units. The Association’s right of access includes, but is not limited to, the authority to enter the unit in the event a condominium unit is or becomes abandoned, and take action to secure the unit with a new exterior lock upon notice to the owner of not less

than forty- eight (48) hours except in an emergency. If the electricity has been turned off, the Association may have the electrical account placed in its name and have the electricity turned back on. The Association will then bill the unit owner for any costs associated with the steps taken to secure the unit.

- A. The Association's right of access includes, but is not limited to, the authority to enter any unit upon reasonable notice to the owner for the purpose of turning on air conditioning units to protect the Condominium property, should the owner not comply with the Association's request to do so.

25. Compliance

Every unit owner of the Association, their tenants, guests, invitees, officers, employees, contractors, subcontractors and agents shall comply with all governing documents, including the Rules and Regulations, which may be amended time to time, and all applicable governable laws, ordinances and/or orders.

26. Enforcement

Each unit owner, his tenants and guests shall be governed by and shall comply with the terms of the Master Association documents and the Association's governing documents, including these Rules and Regulations. Failure to comply with any of the Association's governing documents, including these Rules and Regulations shall be grounds for immediate action that may include, without limitation, the right to levy fines and suspensions against owners and their family, lessees, guests and invitees, an action to recover sums due for damages, injunctive relief or any combination thereof, in addition to the remedies provided by the Condominium Act. The Association and the HOA shall have the right to suspend unit owner's rights to use Common Areas as specified herein. Any unit owner who fails or refuses to correct threatening, harassing or nuisance conduct, or such other violation of the governing documents, following written warning and a reasonable opportunity to comply, shall be responsible for legal fees and expenses incurred by the Association to compel compliance. The offending party shall be responsible for all costs of enforcement, including attorney's fees actually incurred and court costs, through and including the appellate level.

27. Fines and Suspensions

In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Association Board or HOA as applicable, a fine or fines, or a suspension of the right to use the Common Areas and facilities for a reasonable period of time, may be imposed upon an owner, or any tenant, guest or invitee for failure of an owner, or any of the other parties described in COMPLIANCE above, to comply with these Rules and Regulations or other

governing documents, provided the following procedures are adhered to:

- A. Notice: The Association or its representatives shall notify in writing to the person or entity sought to be fined or suspended of the infraction or infractions. Included in the notice shall be the date and time of a special meeting of a committee or notice of the right to such hearing. The committee shall be composed of at least three (3) members appointed by the Board of Directors who are not officers, directors or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee of the Association at which time the person or entity sought to be fined or suspended shall present reasons why the fines should not be imposed. At least fourteen (14) days' notice of such meeting or of the opportunity to request a hearing shall be given.
- B. Hearing: If a hearing is set or requested, the alleged non-compliance shall be presented to the committee as set forth in NOTICE above, after which the committee shall hear reasons why a fine or suspension should not be imposed. The person or entity sought to be fined or suspended shall have a right to be represented by counsel and to cross-examine witnesses. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.
- C. Amounts of Fines: The Association Board may impose a fine against the person or entity sought to be fined or a special assessment levied against the owner not in excess of One Hundred Dollars (\$100) per violation or One Hundred Dollars (\$100) a day for up to ten (10) days for a continuing violation, or any other amount determined by the Association Board as allowable by law.
- D. Payment of Fines: Fines shall be paid no later than five (5) business days after notice of the imposition of the fine or assessment upon conclusion of the hearing or the expiration of fourteen (14) days to request a hearing.
- E. Collection of Fines: As to owners, fines shall be treated as special assessments subject to the provisions for the collection of assessments as set forth herein. The Association may take any available legal or equitable action necessary to collect fines and, without waiving the right to do the foregoing, may deduct fines from the amounts collected on behalf of the owners).
- F. Application of Fines: All monies received from fines shall be allocated as directed by the Board.
- G. Right of Ingress and Egress: Suspension of Common Area use rights by the HOA shall not impair the right of an owner or tenant to have vehicular and pedestrian ingress and egress for their unit, including, but not limited to the right to park.

H. Non-exclusive remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any fine paid by the offending owner shall be deducted from or offset against and damages which the Association may otherwise be entitled to recover by law from such owner.