

AQUABELLA COMMUNITY ASSOCIATION, INC.
(THE “ASSOCIATION”)
Effective: May 12, 2022

RULES, REGULATIONS AND POLICIES

These rules, regulations and policies (the “Rules”) are in addition to the restrictions set forth in the Declaration for Aquabella (“Declaration”), and the Association’s Articles of Incorporation, By-Laws, and Architectural Guidelines (all collectively referred to as the “Governing Documents”). The Governing Documents are meant to ensure a pleasant, safe and attractive environment for residents, and guests. It is important that we work together to provide a desirable community so that all may benefit. It is the responsibility of the residents to notify their tenants, guests, as well as all other occupants and guests of the Rules as well as all of the other Association documents identified above as Governing Documents. The Rules set forth below may be amended from time to time by the Board of Directors (“Board”). Owners, tenants, residents, guests and invitees must comply with the Rules set forth below as well as the all of the restrictions contained in the Governing Documents.

In order to provide parity and consistency, the Board has the power to enforce compliance of the Rules by all appropriate legal and equitable remedies, including fines, as deemed necessary.

GENERAL COMMUNITY RULES AND REGULATIONS

- A. Only street legal vehicle may be operated within the areas of AquaBella Community.
- B. Homes may not be leased for less than a six (6) month term. No Home may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term.
- C. Owners leasing their Homes must apply with the Association to renew their tenants’ lease at least thirty (30) days prior to the current lease expiration date. The Association has the right to deny any lease renewal based on open and/or continuous violations of the Governing Documents and/or Chapter 720, Florida Statutes or any outstanding amounts due to the Association. Owners must resolve all open violations prior to applying for lease renewal.
- D. Owners and Tenants are responsible for damage to Common Area and/or Association Property, including, but not limited to, entry gates, decal readers, poles, trees and landscaping, caused by the Owner or Tenant or their family members, guests or invitees, the Association will seek to recover all expenses incurred by the Association for the repairs from the individual(s) responsible for such damages and/or expenses. If a tenant, or a tenant’s family member, guest or invitee causes damage to the Common Area and/or Association property, both the tenant and the owner of the Home will be informed of the infraction by the Association. If the Tenant does not pay for the repairs, the tenant’s lease may be subject to termination by the Association. In addition, the costs for repairs will be deducted from the security deposit. If the cost to repair shall exceed the security deposit, the tenant and Owner shall be jointly and severally liable for the remainder of the cost.
- E. Payment of repairs will be expected within seven (7) days after notification of damages and cost of repairs incurred by the Association. If such amount shall remain unpaid after seven (7) days, it will be charged to the Owner as an Individual Assessment subject to the Association’s lien and foreclosure rights.
- F. When applicable, Residents using the visitor’s lane at entry gate are required to show picture ID to verify identity against resident’s database at all times. Residents without a working decal using the visitor’s lane are required to show pictured ID in order to gain access to the Aquabella Community.
- G. Contractors hired by Owners to perform services, including landscaping, may not perform work prior to 9 a.m. on Saturdays and Sundays.
- H. Dogs must be kept on a leash at all times while outside the Home. Residents must clean up after their pets.

PARKING RULES AND REGULATIONS

- A. Residents are not allowed to park in visitor/guest parking spaces overnight, meaning between the hours of 12 a.m. and 7 a.m. Notwithstanding same, non-Owner Residents may park in visitor/guest parking spaces overnight, in the sole discretion of Association, and if in compliance with Section B below. Visitors may not park in visitor/guest parking spaces between the hours of 12 a.m. and 7 a.m. without an Overnight Pass obtained by the Association (as further described below). **ALL VISITORS AND NON-OWNER RESIDENTS MUST OBTAIN AN OVERNIGHT PASS OR OVERNIGHT DECAL FROM THE ASSOCIATION TO PARK IN THE VISITOR/GUEST PARKING SPACES OVERNIGHT, MEANING BETWEEN THE HOURS OF 12 A.M. AND 7 A.M.**
- B. Non-Owner Residents may obtain an Overnight Decal to park their vehicle in visitor/guest parking overnight, contingent upon:
 - a. Non-Owner Resident must be in good standing with the Association;
 - b. The Home where the Non-Owner Resident resides is current on all financial obligations to the Association;
 - c. The Home where the Non-Owner Resident resides does not have sufficient parking for the Non-Owner Resident's vehicle; i.e., all parking spots are occupied by other Residents and/or Owners of the Home.
 - d. The deed, lease, or other transfer to the Home where the Non-Owner Resident resides was obtained prior to the adoption of these Rules and Regulations (effective May 12, 2022); and,
 - e. The Overnight decal must be displayed at all times;
- C. Residents are not allowed to park in the streets of Aquabella, on the grass or blocking the sidewalk at any time.
- D. Residents of single-family homes and townhomes are allowed to park on the apron in front of their driveway as long as they are not blocking the street or sidewalk. Vehicle tires must not be on the grass or swales.
- E. Tenants must obtain an Aquabella parking permit yearly at a rate determined by the Board from time to time. This permit will be available upon the Association's approval of the lease. Please note that these parking permits will be made available based upon parking rules implemented for the different types of properties within Aquabella, including Homes, Townhomes and Villas.
- F. The number of entry decals and parking permits available to Owners and tenants are as follows:
 - a. Villas – 2 entry decals and parking permits
 - b. Townhomes – Up to 4 entry decals and parking permits
 - c. Single Family Home – Up to 5 entry decals and parking permits
- G. Gate decals, Vehicle IDs and FOBs are at a determined by the Board from time to time.
 - a. All registered vehicles within Aquabella must have an assigned decal and vehicle ID. All decals and vehicle IDs must be purchased at the time of association approval. Certificates of approval will not be released until purchased.
 - b. Decals are NOT transferrable.
- H. Any vehicle found in violation of the Governing Documents, foregoing rules, regulations and policies may be towed by the Association, at the vehicle owner's expense.

MOTOR VEHICLES

- A. No inoperable vehicle (this includes vehicles with expired plates) shall be parked within Aquabella for more than twenty-four (24) hours unless the same is stored in the garage of a Home. After notification from the Association, violators will have seventy-two (72) hours or three (3) days to remove such inoperable vehicle.
- B. No commercial vehicle, limousines, house trailers, and trailers of every other type, kind or

description, or camper, may be kept within Aquabella except in the garage of a Home, please see attached Exhibit “A”. The term commercial vehicle shall not be deemed to include law enforcement vehicles or recreational or utility vehicles (e.g. Broncos, Blazers, Explorers, Navigators, etc.) or clean “non-working” vehicles such as pick-up trucks, vans, or cars if they are used by the owner on a daily basis for normal transportation. No vehicles displaying commercial advertising shall be parked within the public view. No vehicle bearing a “for sale” sign shall be parked within public view anywhere in Aquabella. No vehicle with expired registration or license plates may be kept within public view anywhere in Aquabella.

- C. Any vehicle found in violation of the Governing Documents, foregoing rules, regulations and policies may be towed by the Association, at the vehicle owner’s expense.

VISITOR RULES AND REGULATIONS

- A. Visitors may not park overnight in a visitor/guest parking space without a Pre-Authorized Overnight Pass. A Pre-Authorized Visitor pass can be obtained for a maximum of seven (7) days. An extension of up to an additional seven (7) days thereafter may be granted for the same visitor. Residents will be allowed to request such extension once every quarter.
- B. Overnight Passes can be issued by the Clubhouse front desk on Weekdays from 8 a.m. to 8 p.m. and Weekends from 10 a.m. to 8p.m and the Rover Guard (if after Clubhouse hours of operation) by calling the guardhouse and requesting the Rover Guard to visit the resident’s Home.
- C. To the extent that an Owner does not reside in his or her Home, but desires to permit family or friends to occupy such Home without a lease, all prospective occupants of the Home, prior to moving into the Home and irrespective of their relation to the Owner, must be registered with the Association and shall be subject to the Association’s screening and approval process which is used for prospective tenants seeking to lease a Home within Aquabella.
- D. Registered visitors may use the parking areas of a Home. Visitors should also park in the assigned visitor/guest parking spaces. No parking is allowed in the streets within the Aquabella Community, on the grass or blocking the sidewalks.
- E. When applicable, all visitors, including permanent visitors (those allowed to enter the Community without resident authorization) are required to use the Visitor’s lane and present a picture ID when entering the Community. Permanent Visitor status does not exempt a visitor from ID check. Permanent Visitor status does not grant residency in Aquabella.
- F. A visitor who is not pre-authorized on a resident’s list will not be granted access into the community without the resident providing telephone authorization. Such visitor will not be granted access to the community until the resident is able to answer their phone and grant access.
- G. The only phone numbers the guards are allowed to use for authorizations are those in the resident’s database.
- H. Any property damage caused by a resident’s visitor will be the financial responsibility of the owner and subject to an Individual assessment on the homeowner’s account.
- I. All residents and visitors must follow the traffic signs posted within the Aquabella Community, including stop signs and the speed limit of 15 MPH.
- J. Any vehicle found in violation of the Governing Documents, foregoing rules, regulations and policies may be towed by the Association, at the vehicle owner’s expense.

SALES GUIDELINES

- A. No owner may dispose of a Home or any interest therein by sale without written approval from the Association and compliance with all of the sales restrictions set forth in the Governing Documents.
- B. Owner must provide to buyer(s) copies of the Association’s Governing Documents and the buyer(s) must sign a form acknowledging not only the receipt of same but also that he/she agree(s) to comply with the restrictions set forth in the Governing Documents.
- C. Every prospective buyer MUST complete an application and be subject to the application process (even

if married), submit a copy of the proposed sales contract, and **all other required documents, and pay screening application fees. Only signed and completed original applications are accepted.** An incomplete application will be rejected and the application process shall cease. The Association is required to approve or disapprove a proposed sales transaction within thirty (30) days of the Association's receipt of all required documents.

- D. An application for residency must be completed by providing the following personal information (including name, current address, SSN, phone numbers); and provide three personal references (not including family members), vehicle information (make, model, license number, insurance policy declaration and pictures of both front and back.
- E. If the prospective buyer has a pet, the Association's Pet Registration Form, must be completed, signed and submitted to the Association. If the pet is a dog, a photograph of the dog must be submitted with the Pet Registration Form, together with the dog tag identification, current vaccination record(s) and veterinarian information.

LEASING GUIDELINES

These screening guidelines shall apply to all prospective tenants of new leases as well as prospective tenants in renewals of existing leases. An applicant for purposes of these screening guidelines shall be any party seeking tenancy within the Aquabella community, including without limitation, parties seeking to renew existing leases within the Aquabella community. Upon the approval by the Association, an owner may lease a Home to a tenant contingent upon the following:

- A. Pursuant to Section 720.3085(8)(a), Florida Statutes, if a Home is occupied by a tenant and an owner is delinquent in paying any monetary obligation due to the Association, the Association may make a written demand to the tenant to pay to the Association the rental payments and continue to make such payments until all of the monetary obligations of the owner related to the Home have been paid in full to the Association, and the tenant must make such payments.
- B. A refundable security deposit of one month's rent up to a maximum of \$500 is required. Money Order/Cashier's Check payable to "Aquabella Community Association, Inc." Security deposits will be returned to the person who paid the deposit so long as there are no damages to the common areas or to the Association's property. Note, this specifically include the front gate arm.
- C. Owner must provide to tenant(s) copies of the Association's Governing Documents and the tenant(s) must sign a form acknowledging not only the receipt of same but also that he/she/they agree(s) to comply with the restrictions set forth in the Governing Documents.
- D. Owners are responsible for tenants' violations and notices of any violation will be sent to both the tenants and owners.
- E. Owner is responsible for the removal of any tenant(s) upon request of the Board.
- F. To screen an applicant, the following will be obtained: (1) Credit Bureau Report-Equifax Report (credit score of 680 or the Board, may in its discretion, approve applicants with lower scores where such applicant can show a blemish free period of at least one full year leading up to the date of application and/or show proof of funds necessary to pay the required rent; (2) Criminal history report; (3) Eviction Search; (4) past and present employment history dating back five (5) years; (5) past and present residential history dating back five (5) years; (6) The address that shows up as current on credit report to what has been written on application will be compared to check for accuracy or discrepancies; (7) The results of the Association's screening will be fully disclosed to the owner/landlord, if requested (8) Confirmation will be made whether prospective tenant(s) have been sued by any neighbors or a condominium or homeowners association; (9) Confirmation will be made whether prospective tenant(s) have ever violated a condominium or homeowners association rule and/or been fined by an association; and (10) Confirmation will be made whether association security has been called to a prospective tenant(s)' home during any prior lease.
- G. Prospective tenants must show through reliable evidence that monthly income amounts to at least one thousand dollars (\$1,000) more than the cost of rent proposed for the prospective tenant(s)' lease.

- H. A lease application must be completed in its entirety. An incomplete application will be rejected and the application process shall cease. Application must include personal information (including name, current address, SSN, phone numbers); current and prior landlords; current and prior employers; provide three personal references (not including family members), vehicle information (make, model, license number, insurance policy declaration and pictures of both front and back).
- I. A prospective tenant must provide proof of identification.
- J. If a prospective tenant has a pet, the Association's Pet Registration Form must be completed, signed and submitted to the Association. If the pet is a dog, a photograph of the dog must be submitted with the Pet Registration Form, together with the dog tag identification, current vaccination record and veterinarian information.
- K. The Association is required to approve or disapprove a proposed lease application within thirty (30) days of the Association's receipt of all required documents. Please keep in mind that your application will be processed in the same manner in which every application is processed through our management office, in order to treat each applicant fairly.
- L. Every prospective resident over the age of 18 **MUST** complete an application and be subject to the application process (even if married), and **provide all required documents, and pay screening application fees. Only originals are accepted.**
- M. Prospective tenant(s) must not have been evicted from a property within the past five (5) years.
- N. A review of each prospective tenant and/or resident's criminal history shall be performed, and the board of directors, in their discretion, may determine that prospective tenants with an unacceptable criminal history may be denied (as shall be determined on a case by case basis in accordance with HUD guidelines and other applicable law). In considering a prospective tenant's criminal history, the nature of the conviction, the time that has elapsed since such conviction, and that the prospective tenant has done or accomplished since such conviction may all be considered. In accordance with HUD guidelines, no prospective tenant with any conviction relating the illegal manufacture or distribution of a controlled substance shall be permitted.
- O. Previous landlord information provided by the prospective tenant(s) must be verifiable and a favorable recommendation must be obtained from previous landlords. Be sure to know the relationship of the recommendation for the prospective tenant(s).
- P. Occupancy prior to final approval is prohibited. Any owner who moves a tenant into a Home without the Association's approval will be subject to an immediate legal action, which may result in removal of the tenant.
- Q. All leases or rental agreements for any Home shall be in writing and a **clear readable copy of the LEASE AGREEMENT** shall be furnished to the Association. No lease shall be for less than six (6) months and no more than two (2) leases in any twelve (12) month period.
- R. Approval is required by the Association for all lease renewals. If there are outstanding tenant violations or monetary obligations due to the Association by the Owner, renewal may be denied.
- S. Every lease agreement shall provide that the tenant shall be bound by the Association's Governing Documents and these Rules and that a violation of any of the foregoing by the tenant shall constitute a default under the lease which default shall give the Association the right to remove the tenant or occupant.
- T. Prospective Villa tenants may not keep more than two (2) cars.
- U. Prospective Townhome tenants may not keep more than four (4) cars.
- V. Prospective single-family home tenants may not keep more than five (5) cars.
- W. Board shall consider prior lawsuits or disputes between prospective tenant(s) and neighbors and/or prior condominium or homeowners association. Board shall also consider prior association violations and/or prior calls from association security encounters with prospective tenant(s).

INSURANCE

- A. It is strongly recommended that all owners and/or tenants purchase either homeowners or rental insurance.
- B. The Association's current master policy coverage DOES NOT include occurrences that are an owner's or a renter's responsibility but rather covers occurrences that are the Association's responsibility. Owners and tenants must be aware of potential occurrences that are only covered by the owner/tenant policy.

ENFORCEMENT

The failure of an owner, his/her family, lessees, guests, invitees, agents or employees to comply with the Association's Governing Documents, these Rules and any other policies or rules and regulations adopted by the Board from time to time shall be grounds for immediate action which may include without limitation, an action to recover sums due for damages, injunctive relief, the imposition of fines, and the enforcement of other rights or remedies set forth in the Association's Governing Documents and those permitted by law.

Exhibit “A”

Commercial Vehicles are **Not Allowed** in Aquabella Community (except in the garage of a Home).



*Above listed pictures are **examples of Prohibited** Commercial Vehicles except in thegarage of a Home*