



Date Stamp

Delasol Homeowners Association, Inc. Lease Checklist

Dear Prospective Tenant,

Please submit the following for approval to lease in Delasol Home:

- _____ Signed Application Checklist
- _____ Completed Application to Lease
- _____ \$150 Non-refundable Application Fee – Payable to **Anchor Associates.**
- _____ Completed Background & Credit Check Authorization for each adult over the age of 18
- _____ \$50 per applicant Background Check Fee Non-refundable (\$75 foreign) – Payable to Anchor Associates – for each adult over 18
- _____ Completed Pet Registration form and supplements (if applicable)
- _____ Completed Lease Addendum
- _____ Copy of current government issued photo ID for each adult over 18
- _____ Executed Lease

Unit Address _____

Missing or incomplete information will result in the delay of processing your application. Complete application **MUST** be received 30 days prior to occupancy.

Note that units may not be leased for a period of less than 30 days. Units may be leased for a maximum of 3 times per calendar year. All Association units are designated as single-family homes and must be leased as such. Background checks are required for all rentals except annual (yearly) renewals.

Applicant Signature

Applicant Signature

If you have any questions, please contact Anchor Associates at 239-649-6357 or applications@anchormanagers.com.

Thank You,
Anchor Managers

Delasol Homeowners Association, Inc. Application for Approval to Lease

Date Stamp

Street Address _____ Lease ___/___/___ to ___/___/___

Owner Name _____ Phone _____

PLEASE TYPE OR PRINT LEGIBLY THE FOLLOWING INFORMATION:

APPLICANT INFORMATION

Last Name		First		Middle
Home Address			Apartment/Unit #	
City		State		ZIP
Phone #	Cell #		Other Phone #	
Email Address				
Employer		Employer's Phone #		

APPLICANT INFORMATION

Last Name		First		Middle
Home Address			Apartment/Unit #	
City		State		ZIP
Phone #	Cell #		Other Phone #	
Email Address				
Employer		Employer's Phone #		

OCCUPANTS

Please list the name, relationship and date of birth of all occupants not listed above who will be living in this unit.

Full Name	Relationship	Date of Birth

Have you previously leased in Delasol?

If **YES**, what address?

CURRENT OR MOST RECENT LANDLORD

Full Name	
Address	
Phone ()	How Long

REFERENCES

Please list two references.

Full Name	
Address	Phone ()
Full Name	
Address	Phone ()

VEHICLES

No recreational vehicles or trucks permitted unless kept in the garage at all times

Year	Make	Model	License plate #	State
Year	Make	Model	License plate #	State

EMERGENCY CONTACT

Full Name	
Relationship	Phone ()

DISCLAIMER AND SIGNATURE

In order to facilitate consideration of this application, I/we, the applicant(s), represent that the above information is factual and correct, and agree that any falsification or misrepresentation in this application will justify its disapproval. I/we have received, read and understand the Rules and Regulations of Delasol Homeowners Association, Inc. and will comply.

Signature	Date
Signature	Date

Return this request to:
 Delasol Homeowners Association,
 Inc.
 c/o Anchor Associates, Inc.
 2340 Stanford Court, Naples, Florida 34112
 (239) 649-6357 phone (239) 649-7495 fax
 applications@anchormanagers.com



APPLICATION APPROVAL

_____ Approved	_____ Date
_____ Disapproved	_____ By:
	_____ Board Officer or Director

DELASOL HOMEOWNERS ASSOCIATION, INC.

LEASE ADDENDUM

This Lease Addendum is made this ____ day of _____, 202__ and is an attachment and part of the Lease dated the ____ day of _____, 202__ between _____ ("Owner" or "Landlord") and _____ ("Tenant") for the lease of _____ (the "Property") which is located within the community of Delasol.

WHEREAS, Landlord is the Owner of the Property and wishes to lease said Property to Tenant;

WHEREAS, Delasol Homeowners Association, Inc. (the "Association") is tasked with the operation and administration of Delasol, the community the Property is located within;

WHEREAS, each owner, tenant, guest, and invitee of the Property must comply with Chapter 720 of the Florida Statutes (the "Homeowners Association Act"), the Governing documents of the community, and the Rules and Regulations of the Association;

WHEREAS, pursuant to the Declaration of Covenants, Restrictions and Easements for Delasol, as may be amended (the "Declaration"), the Association has the right to approve or disapprove leases, regulate the occupancy of the Property while it is leased, and act as the Owner's agent to undertake any action necessary to abate the Tenant's noncompliance, including, without limitation, the right to file an action for eviction or injunctive relief to cause the Tenant's removal;

NOW, THEREFORE, in consideration of the terms set forth herein and other good and valuable consideration, the receipt and adequacy of which the parties hereby acknowledge, the parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. The lease of the Property to Tenant may not be made and Tenant may not occupy the Property without the Association's prior approval in accordance with Section 6 of the Declaration of Covenants, Restrictions and Easements for Delasol (the "Declaration"). Tenant and Owner shall provide the Association with a fully executed copy of the lease along with any addenda at least thirty (30) days prior to the first day of occupancy under the lease along with the name and address of Tenant and any other occupants of the Property and such other information as the Board may reasonably require. Once all required information is provided to the Association, the Board has fifteen (15) days to approve or disapprove the proposed lease. Owner and Tenant acknowledge and agree that failure to obtain approval of the Board of Directors of the Association will result in the lease being deemed void and the Board having authority to cause the removal of the unapproved Tenant.

3. Tenant shall abide by and comply with the provisions of the Declaration of Covenants, Restrictions and Easements for Delasol (the "Declaration"), Articles of Incorporation, Bylaws, and all Rules and Regulations of the Association, as they may be amended from time to time (the documents collectively hereinafter referred to as the "Governing Documents") and shall comply with all laws, ordinances, regulations and administrative rules applicable to the Property including, but not limited to the Homeowners Association Act). By executing this Addendum, the Tenant acknowledges receipt of the Governing Documents from the Landlord; acknowledges review of the same; and acknowledges that the Lease is subordinate to the Governing Documents.

4. Tenant agrees to abide by this Addendum, the Governing Documents, and all applicable laws, ordinances and regulations. If Tenant fails to comply with this Addendum, the Governing Documents, or any applicable laws, ordinances and regulation, Landlord shall promptly commence an action to evict Tenant. If Landlord fails to promptly commence an action to evict Tenant, Landlord authorizes the Association to terminate the lease and commence an action to cause Tenant's removal from the Property. In the event the Association files an action, the Landlord and Tenant shall be jointly and severally liable for all attorney's fees and costs, including appellate proceedings. Nothing contained herein shall be deemed to obligate the Association to commence an action to cause Tenant's removal or to preclude the Association from pursuing other remedies.

5. Landlord and Tenant shall be jointly and severally liable to the Association for any injury or losses incurred by the Association, or damages caused to the Common Elements, Association property or to any other third party resulting from the actions of the Landlord and Tenant.

6. Owner and/or Tenant shall be responsible for payment for fines levied by the Association due to Tenant's conduct and violation of the provisions of the Governing Documents. Owner and Tenant shall be jointly and severally liable for any attorney's fees and costs incurred by the Association to collect payment of any fines.

7. The Property shall be possessed, occupied and utilized solely for the purpose of a private single-family residential dwelling and for no other purpose. No portion of the home, other than the entire home, may be leased. Tenant warrants and represents that the only occupants will be the following individuals _____

 _____.

If any individual other than the occupants listed in this Lease Addendum intend on residing in the Property, Tenant and Landlord acknowledge and agree that those individuals must comply with the provisions of Section 6 of the Declaration and obtain approval by the Association prior to occupying or residing in the Property.

8. Owner is responsible for ensuring the Property is maintained in accordance with the provisions in the Governing Documents regardless of any terms delegating any of that responsibility to the Tenant under the terms of the Lease.
9. No lease shall be for a term of less than thirty (30) consecutive days and no property may be rented more than three (3) times in any calendar year. No lease may be for more than a period of 1 year. Any lease renewal shall be subject to approval by the Board of Directors of the Association.
10. The Association and/or its authorized agents shall have the irrevocable right to access the Property as may be necessary for the inspection, maintenance, repair, or replacement of any Common Elements accessible therefrom, or for making emergency repairs necessary to prevent damage to the Common Elements or other parcels.
11. Tenant agrees not to interfere with the rights of other residents of the Association by creating unreasonable noises or otherwise; nor shall Tenant commit or permit any nuisance, immoral or illegal act in the Property, or on the Common Elements, or the Limited Common Elements.
12. Every lease shall be subordinated to any lien filed by the Association whether before or after such Lease was entered into.
13. At the expiration of the Lease, Landlord and Tenant acknowledge that Tenant shall have no access or use rights in the Association's property, including, but not limited to, all Common Elements and amenities except as an invited guest unless the appropriate documentation is provided to the Association at least thirty (30) days in advance of the lease renewal evidencing that the term of the Lease has been renewed and such renewal has been approved by the Association. Landlord and Tenant also specifically acknowledge that unless the renewal of the Lease has been approved by the Association, all means for the Tenant to access the Common Elements and/or the Property shall be terminated and/or revoked as of the expiration date of the term of the Lease.
14. Violation of the terms of this Addendum shall be considered a default under the terms of the Lease and a violation of the provisions of the Declaration.
15. In the event this Addendum conflicts with, varies or modifies the terms and provisions of the Lease, the terms and provisions of this Addendum shall control and govern the rights and obligations of the parties.
16. When used herein, the singular shall include the plural, the plural the singular and the use of any gender shall include all genders as appropriate.
17. The partial or complete invalidity of anyone or more provisions of this Addendum, or any other instrument required to be executed by Tenant in connection with the leasing of the Parcel, shall not be affected thereby, and each and every term and provision

otherwise valid shall remain valid and be enforced to the fullest extent permitted. The failure of any party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Addendum, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such terms, covenants, conditions or rights as respects further performance.

18. Nothing contained in the Lease, this Addendum, or the Governing Documents shall in any manner be deemed to make the Association a party to the Lease or this Addendum (except to the extent that the Association is an intended third-party beneficiary of any of the covenants contained in the above referenced documents which are for the benefit and protection of the Association and are necessary to enable the Association to enforce its rights hereunder).

IN WITNESS WHEREOF the undersigned have executed this Addendum as of the date and year first written above.

OWNER/LANDLORD: _____ Date: _____

OWNER/LANDLORD: _____ Date: _____

TENANT: _____ Date: _____

TENANT: _____ Date: _____



Date Stamp

BACKGROUND & CREDIT CHECK AUTHORIZATION

The Association has the right to perform background and credit checks on all applicants. By completing this authorization form, I give Anchor Associates, Inc. the right to administer a background and credit check as a part of the application approval process. Include with this form a non-refundable check made out to Anchor Associates. Each background and credit check is a non-refundable \$50 per adult for US Citizens and \$75 per person for Foreign National. Include a state or government issued photo ID.

Print all information neatly and legibly.

Applicant Name _____

DOB _____ Social Security # _____

NIN # _____ Passport # _____

Current Address _____

Previous Address _____

Applicant Name _____

DOB _____ Social Security # _____

NIN # _____ Passport # _____

Current Address _____

Previous Address _____

By signing this form I agree that the information provided is correct and to administer a background and credit check.

Signature _____

Date _____

Signature _____

Date _____

***FAX OR E-MAIL COMPLETED FORM**

Delasol Homeowners Association Inc.

Agreement and Understanding of the Rules & Regulations and the Governing Use Restrictions

Name: _____

Delasol Address: _____

I have received a copy of the Governing Use Restrictions and the Rules and Regulations for the Delasol Homeowners' Association, Inc.

I agree to abide by all rules and regulations within the community. I also agree that if I am in violation of any rules I can and will be held accountable for the violations and any actions taken to resolve them including the payment of fines that, per Florida Statue, could be in the amount of \$100.00 per day, up to the statutory maximum of \$1,000.00 per violation, as well as responsible for any fees for any legal action due to violations.

I agree and understand that I can and will be held responsible for any damage to any of the common areas within the Delasol Community caused by me, my family, guests or invitees.

Signature of Applicant: _____

Signature of Co-Applicant: _____

Date: _____

FOR LEASE ONLY

Current/ Most Recent Landlord: _____ Phone: _____

Duration of most recent lease: _____

Prior address: _____ City/State: _____ Zip: _____

Have you ever been evicted or asked to vacate a property that you have leased: () Yes () No

If yes why: _____

Where: _____ When: _____



APPLICANT'S AFFIDAVIT:

"I represent that the information stated in this application 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 below given, as well as an investigation into my background and that of the "other occupants" listed above.

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."

Signatures

Applicant: _____ **Date:** _____

Co-Applicant: _____ **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. I accept personal responsibility for follow-up with the tenants regarding violations or complaints. I understand that if my tenants reserve the clubhouse that the cost of any repairs needed due to or during the event will be placed on my Delasol HOA account."

Owner Signature: _____ 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 (if applicable): _____

Email Address: _____ Phone: _____

Delasol Key Fob Acknowledgement

Delasol Homeowners Association, Inc. (the "Association") is distributing key fobs that offer access to the entrance gates and clubhouse. By accepting a key fob, I acknowledge that the key fobs are intended for Delasol residents only. I will not share my key fob with any person who is not an owner or authorized tenant residing in Delasol. I understand that if I give an unauthorized person access to my key fob, I may be fined and/or face other legal action, which may result in liability for the Association's legal expenses and other losses.

I further acknowledge that although the Association has undertaken access control efforts that it hopes will deter unauthorized entry and criminal activity, the key fob system does not constitute a guarantee or warranty concerning safety and security in Delasol. The Association encourages all residents to be vigilant and report any suspicious activity to the appropriate law enforcement authorities.

Signature

Date

Printed Name

Delasol Address



DELASOL HOA DEVICE UPDATE FORM

There is a charge of \$25 per RFID and \$10 per KEY FOB (this will be added to the owner's account)

LAST NAME	FIRST NAME	ADDRESS

VEHICLE MAKE	MODEL	YEAR	COLOR	LICENSE PLATE	PRIMARY DRIVER	PHONE NUMBER	RFID

LAST NAME	FIRST NAME	KEY FOB

FOR GATE CALL BOX ONLY

Provide up to two (2) Phone Numbers Including Area Code for the Gate Call Box:

(Cell phone numbers can be used. This number will be listed in the call box at the gate under your last name & first initial, your guest will call the number provided & you can click the #9 to allow access.)

LAST NAME	FIRST NAME	PHONE NUMBER

Owner Signature: _____ Date: _____

By signing you agree to the payment requirements

Delasol Homeowners Association, Inc. Pet Registration

PLEASE TYPE OR PRINT LEGIBLY THE FOLLOWING INFORMATION:

OWNER INFORMATION

Name(s)

Delasol Address

PET INFORMATION

Name

Date of Birth

Sex

Weight

Species

Breed

Primary Color

Secondary Color
(if applicable)

License #

Expiration Date

County/State

Rabies Vaccination Date

Microchip #
(if applicable)

PHOTO IDENTIFICATION

Please provide a picture of your animal attached in the space below.

VETERINARIAN INFORMATION

Name

Address

City

State

ZIP

Phone #

Fax #

INDEMNIFICATION

I/we agree to indemnify and hold the Association harmless for any damage or injury caused by the above-mentioned pet. No violent breeds (see Rules and Regs) Please Initial

Signature

Date

Signature

Date

DISCLAIMER AND SIGNATURE

I/we represent that the above information is factual and correct and agree that any falsification or misrepresentation in this registration form will justify further investigation by the Board. I/we agree that the above reference pet is licensed with Collier County per their Animal Control Ordinance. I/we agree that if the above referenced pet dies, I/we will notify Anchor Associates of the death and will complete a new form if a replacement pet is obtained.

I/we understand that the ability to keep such a pet is a privilege, not a right. Failure to adhere to the Delasol Declaration and Rules & Regulations regarding pets shall result in action taken by the Board of Directors.

Signature

Date

Signature

Date

REGISTRATION REQUIREMENTS

The following items must be included in order to properly register your pet:

- _____ Completed Pet Registration form
- _____ Copy of Certificate of Vaccinations
- _____ Picture of your pet

Return this registration form to:

Delasol Homeowners
 Association, Inc.
 c/o Anchor Associates, Inc.
 2340 Stanford Court
 Naples, Florida 34112
 (239) 649-6357 phone
 (239) 649-7495 fax
 applications@anchormanagers.com

KNOW THE LAW

Understand the expectations for responsible pet ownership in Collier County



License and Vaccinate Your Pet

Dogs, cats, and ferrets over four months old must have a current rabies vaccination.

Dogs and cats over four months old must have a valid annual County license. The license must be affixed to the collar or harness unless the animal is confined.

Proper Animal Care

Pets and livestock must be provided with adequate shelter, a sufficient quantity of good and wholesome food and water, exercise, and fresh air.

Pets may not be confined in an unattended motor vehicle under conditions or for lengths of time that may endanger the health and/or physical well-being of the animal.



Be a Good Neighbor

Pets must be confined to the owner's property or walked on a leash. Pets may not run at large.

Pets may not chase, run after, or jump at vehicles or bicycles using the right-of-way; and may not snap, growl, snarl, jump upon, or threaten persons using the right-of-way.

Pet feces must be immediately removed and properly disposed of. Pets may not create a sanitary nuisance on public or private property.

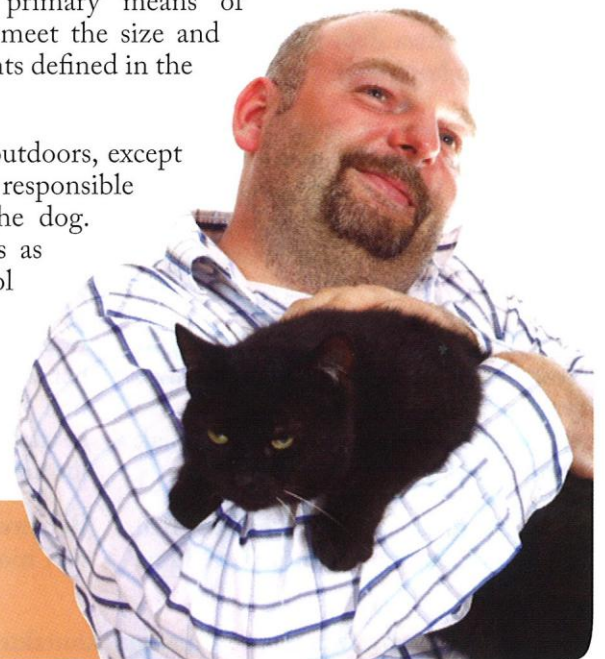
Pets may not make noise that is offensive and of such a continuous duration of time that it creates a nuisance.

For the Dog Owner

Any enclosure used as a primary means of confinement for a dog must meet the size and structural integrity requirements defined in the Animal Control Ordinance.

A dog may not be tethered outdoors, except when in visual range of a responsible party located outside with the dog. Additional specific conditions as defined in the Animal Control Ordinance must also be met.

Owners must confine a female dog in heat so that she cannot be bred, unless the breeding is specific and intentional.



Failure to comply with any of these regulations could result in a fine up to \$500.

Questions? Call DAS at (239) 252-PETS (7387) or visit us online at www.collierpets.com.

DELASOL HOMEOWNER'S ASSOCIATION RULES AND REGULATIONS

As Approved by the Board of Directors on
July 9, 2020

INTRODUCTION

We live in a community in which we benefit from shared ownership of beautiful property and recreational facilities. Such ownership necessarily requires guidelines, rules and regulations that promote safe and considerate enjoyment of our community and facilities. The following rules and regulations governing the use of our facilities are intended to protect the health and safety of those who reside here as well as to comply with insurance requirements designed to protect the Association from exposure to liability. They are, as well, intended to preserve the use of the facilities for the enjoyment of all residents and their guests, and are based on common sense and courtesy towards others who use the facilities. These rules and regulations have been adopted pursuant to power granted to the Board of Directors by Section 10 of the Bylaws of the Association. These rules and regulations are subject to revision and amendment at any time. Moreover, the rules and regulations contained herein supplement, but do not supersede the *Declaration of Covenants, Restrictions, and Easements for Delasol*, the *Florida Statute 720*, the *Articles of Incorporation*, or the *Bylaws of the Delasol Homeowner Association*. These rules and regulations shall apply equally to owners, their families, guests, staff, invitees, and lessees.

I. AMENITIES CENTER RULES

All recreational facilities and common area on Association property will be used in such a manner as to respect the rights of others, and the Directors may create reasonable rules for the use, duration of use, hours of opening and closing, and for scheduling their use. Illegal or illicit practices are prohibited in the Community areas.

Residents of Delasol must accompany their guests at all times while they are using any recreational facilities and in the common areas.

Please keep in mind video cameras are in use in all amenity areas. Fob access to all areas are also recorded. This information will be used to identify individuals who are a nuisance, trespassing, misusing, and/or being destructive. Fines, special assessment for damage, denial of access to the facility, and criminal proceedings may result from such behavior.

Clubhouse Usage Rules

A. Clubhouse Parking

The regulations for extended/overnight parking at the **amenity center** for Delasol residents and their guests are as follows:

Advance written approval for overnight and/or extended parking must be obtained from a current board member or the property manager of the management company. The following information must be provided: name and address of property owner (and renter, if applicable) along with the license plate number and the expected duration of overnight/extended parking.

1. A maximum of 5 spaces are available for overnight or extended parking.
2. All vehicles approved for parking must be operable and have a current registration.
3. Any approval for overnight or extended parking shall not exceed 7 days.
4. No motorcycles, commercial vehicles, trailers, recreation vehicles, campers, boats, boat trailers, or personal vehicles with signs may be parked or stored at the club house.
5. Prior to parking an approved vehicle on an overnight or extended basis, the owner of the vehicle shall sign the Association's approved release form holding the Association Board and its management harmless from any loss or damage that may occur during the time the vehicle is stored or parked at the amenity center.

Any infractions will be the responsibility of the resident(s) and handled as a violation.

B. Pool: THERE IS NO LIFEGUARD ON DUTY. ALL PERSONS USING THE POOL DO SO AT THEIR OWN RISK!

Per Florida State Regulations homeowners, tenants and their guests may use the clubhouse pool only during the hours occurring from dawn to dusk.

1. Children under 16 must be accompanied by an adult.
2. No children under the age of 6 are allowed in the spa.
3. No running or rough play.
4. Proper swimming attire required at all times.
5. No diapers in pool or spa. NO EXCEPTIONS.
6. All guests must be accompanied by resident.
7. No diving.
8. No glass or breakable items allowed on pool deck.
9. No food or beverages in pool or on pool deck.
10. Pregnant women, small children, people with health problems and people using alcohol, narcotics or other drugs that cause drowsiness should not use SPA pool without consulting a doctor.
11. No pets. Service animals allowed with registration.
12. No smoking or gum on the pool deck or in the pool/spa.
13. Use earphones for all radios, stereo, or other electronic equipment while in the pool area.
14. No bicycles, scooters, in-line skates, skateboards or any other motorized toys are permitted on the pool deck.
15. Use of pool is prohibited during servicing and cleaning.
16. No open wounds, casts, or infectious conditions allowed in the pool or spa.
17. Number of people in spa and pool is per the permit.
18. Place all trash in the containers provided.
19. Fold down umbrellas and replace furniture in original setting when leaving.
20. Pool cannot be reserved.
21. Do not prop open either pool gate.
22. Access to the pool area is only by key fob. No jumping over the fence or gate.
Access to the swimming pool area by unauthorized persons is trespassing.

C. Social Room/Club House:

The Club House is available for meetings and group functions, such as craft classes, book club, bridge playing, Committee Meetings, or Association social gatherings, private parties, etc. Such functions, and any other use of the Club House, must be scheduled in advance through the Management Company and is subject to the rules stated. The Clubhouse is available to eligible homeowners (21 years or older) for private parties or functions on authorized days or evenings, provided that it does not interfere with the normal operation of the Clubhouse or with the services regularly available to all homeowners. To be eligible for reservation and use of the Clubhouse, a homeowner must be current in the payment of all assessments and charges owed to the Association. All applicants and guests understand that use of this facility is at their own risk. Hours of operation are 6 am to 11pm.

1. The Club House is available for private parties by owners or renters (with a valid and approved lease) for personal or social reasons, provided that they do not conflict with other scheduled functions and/or meetings. The club house can be reserved for no longer than a 6-hour block of time.
2. All requests for use of the Club House must be made through the Manager and approved 5 days in advance. Use of the Club House will be granted on a first-to-request basis. Party announcements cannot be posted on Club House doors or walls.
3. The Applicant reserving the Clubhouse must be in attendance at all times during the event. The applicant assumes all liability in the event of any injury and/or damage.
4. Tape, tacks, thumb tacks, nails, pins, suction cups, etc. cannot be used to mount decorations. The plaster walls and glass doors of the Club House shall not be decorated at any time.
5. The key to the building must be signed for and returned to the guard house by the applicant. If the key is lost, there will be a charge of \$100.00. Key must be returned to the guard house immediately after the party is over.
6. Evening parties must be over by 11:00 pm and by that time, all clean-up must be completed, the lights turned off, and the building locked up. Quiet must be observed in the outdoor area after 10:00pm.
7. Do not overload circuits by using 3-way plugs that will allow the plugging in of (for example) 2 coffee pots and a toaster in one socket
8. Smoking is NOT permitted in the Club House.
9. Use of the party room (Club House) does not include exclusive use of the pool or surrounding patio area.
10. No pets (except for registered service animals) allowed in the club house.
11. All vehicles must be properly parked in lots provided. Improperly parked vehicles may be towed at the owner's expense.
12. All groups or individuals using the Clubhouse must leave the premises in a neat, clean and orderly condition. All counter tops, tables, and chairs are to be cleaned if dirty. Floors must be swept.
13. All spills on flooring/carpet must be cleaned at once to prevent staining.
14. Folding chairs and tables need to be returned to their designated storage areas. All furnishings and items of property shall be returned to the same location they were prior to the event.

15. If used, the refrigerator and microwave must be cleaned. Refrigerator use is for temporary items only. Remove left over items upon leaving. No food items are to be left anywhere in the club house.
16. All trash must be securely bagged, in plastic bags, and removed from the clubhouse. The applicant making the reservation shall remove all garbage and refuse from the function and will dispose of such garbage and refuse with his or her household trash.
17. Garbage bags, paper goods, and cleaning supplies are to be brought by the applicant.
18. Any and all spills, damage, etc. must be reported to the management company within 24 hours. Failure to return the property in good condition will result in a fine and cleaning fees.
19. All outside doors must be locked when you leave.
20. Children under 18 years of age are not permitted in the Club House unless they are accompanied by an adult. Parental supervision is required when hosting a youth or teenage event. One adult chaperone to every 8-10 teenagers or children is required.
21. The front door and the patio doors in the Club House are to be kept shut at all times
22. The Clubhouse may not be used as a pool cabana. Appropriate attire is required; bathing suits are prohibited in the clubhouse. Shoes must be worn at all times by adults and children. No wet towels or pool toys, etc. are allowed into the clubhouse.
23. The applicant shall have the responsibility to supervise their guests to assure that the Rules of the Association and Pool Rules are followed.
24. No bikes, scooters, inline skates, rollerblades or any other motorized toys are permitted inside the clubhouse.

The Applicant reserving the Clubhouse is responsible for payment or replacement cost for all items damaged or lost as a result of the Applicant's use of the property. This may result in a special assessment by the Board of Directors, including any costs of collection and legal fees.

D. Exercise Room/Fitness Center

1. Exercise Room hours of operation: 5:00 am to 11:00 pm.
2. The Homeowners' Association is not responsible for injuries sustained while using the fitness center equipment.
3. Equipment must be cleaned after use with the provided disinfectant.
4. Users of the fitness center must be a resident or tenant and must be 16 years of age or older.
5. Youths aged 13-15 may use the fitness center if they have a certificate and/or statement from a personal trainer on file with the management company that they have been properly trained on the equipment and they are accompanied by their own parent.
6. Limit your time on each piece of equipment to 30 minutes or less.
7. No pets are allowed in the exercise room (except certified service animals)
8. Turn off lights, fans, and TV after use.
9. Athletic shoes must be worn at all times. Do not wear any clothing that may damage equipment.
10. Lock doors upon exiting.
11. No food or drink, other than water, and no glass will be permitted.

12. To ensure the safety and comfort of all members, dangerous objects and/or rowdy behavior is not permitted
13. Exercise room cannot be reserved.

E. Tennis/Basketball/Pickle Ball Courts

1. Hours of operation: 7am to 10pm.
2. Courts may not be reserved.
3. Limit time to 30 minutes if courts are full.
4. Appropriate attire and footwear are required. Those found not wearing tennis shoes will be asked to leave.
5. Absolutely no bicycles, scooters, strollers, in-line skates, skateboards, radio-controlled cars, motorized, battery-operated, and/or gasoline-operated toys, or similar toys are allowed.
6. No pets on courts (except certified service animals)
7. Courts are to be used for tennis, pickle ball and basketball only.
8. Make sure that the courts and area are clean and ready for the next use.
9. Do not hang on the rim.
10. Anyone found violating these rules is subject to forfeiture of his/her right to use the court. Special assessment for any damage may result from such behavior to the homeowner.
11. Use courts at your own risk

F. Playground Rules

1. In the event of an emergency, call 911 immediately.
2. This is a private playground for use by Delasol residents and their guests only.
3. Playground hours: dawn to dusk.
4. Adult supervision is required at all times to ensure the equipment and area are used properly.
5. The play structure is suitable for ages 2-12.
6. Anyone over the age of 12 must be accompanied by a child.
7. The following items are *strictly prohibited* inside of the fenced area:
 - Bikes, skateboards, in-line skates, roller blades, radio-controlled cars, and other recreational equipment
 - Pets (except certified service animals)
 - Food, Beverages or Gum
 - Smoking
 - Glass or bottles
8. Use of the playground is at each individual's own risk.

The homeowners/ residents agree to indemnify and hold the Association, its officers, directors, employees and agents harmless from and against any and all injuries, losses, damages, claims, or liability of any character, type, or description, including all expenses of litigation, court costs, and attorney's fees, sustained by any person or persons or property, arising out of, or related to the residents' or guests' use of the Amenities Center including

the Social Room, Clubhouse, Parking lot, Fitness Center, Pool/Spa, Playground, Tennis/pickle ball and Basketball courts, including claims and damages arising in whole or in part from the negligence of the Association, its officers, directors, employees, and agents.

II. PARKING

- a. Parking shall be restricted to the drive and garage on the Community Property. Garages shall be used for storage of vehicles to the maximum extent possible, to minimize parking in the drive.
- b. RFID Stickers, for Resident Gate entry, are mandatory on all vehicles utilized by residents.
- c. No parking on lawns, swales, or upon or blocking any sidewalk. No parking overnight on the streets. Owners not complying with parking rules and regulations are subject to immediate towing at owner's expense.
- d. No commercial vehicle, motor home, trailer, boat or boat trailer may be parked or stored on the driveway or Community Property except in the garage of a home located upon the Lot. A commercial vehicle shall include any vehicle bearing commercial tags, containing business designation, lettering painted or displayed on the exterior of the vehicle or racks.
- e. All vehicles must be currently licensed, and no inoperable or unsightly vehicles may be kept on the driveways, on a lot, or on Community Property.
- f. All garage doors shall remain closed at all times unless vehicles are entering or leaving the garage. However, garage doors may remain open if the homeowner/children/relatives or approved guests are physically outside on the premises, or in the garage.
- g. All motorized, battery-operated and/or gasoline vehicles, including but not limited to, all-terrain vehicles, mini-bikes, go-carts, golf carts, dune buggies, or dirt bikes, shall not be operated in or on common areas or on any privately-owned real property within the community.
- h. No dumpster may be parked or stored at a residence and shall not impede the sidewall without the written permission of the Property Manager. Such written permission, if granted, shall at a minimum set forth the size of the dumpster, as well as the time period during which the dumpster may be parked or stored. The Property Manager may also provide any other reasonable conditions applicable to the request. The loading of the dumpster, and its delivery to and removal from, the residence in question shall occur only Monday through Friday (holidays excepted) between the hours of 9:00 AM and 5:00 PM, unless otherwise provided for in the written permission issued by the Property Manager.

III. PETS

1. Only common, non-exotic, domesticated household pets may be kept on any Lot or in a Home, but in no event for the purpose of breeding, or for any commercial purposes whatsoever.
2. Except for common walking and exercise of approved domesticated household pets accompanied by their owner(s), no other animals, livestock, reptiles or poultry of any kind shall be kept, raised, bred or maintained on any portion of the Community Property.
3. Pets that are a nuisance will not be permitted. In the event that a pet has become a nuisance or unreasonably disturbing, in the opinion of the Board of Directors, written

notice shall be given to the owner(s) or other person responsible for the pet. The nuisance must be abated within 4 days, or the pet shall be removed from the Community Property.

4. Under no circumstances may a **Pitbull or a dog with a Pitbull mix** be permitted on the Community Property.
5. Any pet must be carried or kept on a leash when outside of a lot or approved dog run, or fenced-in area.
6. Owners shall immediately pick up and remove any solid waste deposited by his or her pet on the Community Property. While walking a pet on public sidewalk, park, or any other public property, the resident, or person in control of the pet, must carry a bag or scooper to clean up animal waste. All pet owners must walk their pet only in the common areas (front and back yards are not common areas). Residents may not allow their pet to access improved private property owned by others. When a pet utilizes the private property of the pet owner for the elimination of waste, the animal waste must be removed on a daily basis. When a pet utilizes the private property of another resident, or a common area for the elimination of waste, the waste must be removed at once.
7. Pets shall not be kept outside of the Home or in any screened porch or patio area unless the owner is present in the Home. Pets may not be left unattended or leashed in yards, or in garages, or on porches, lanais, and other open areas. No pets are to be tied outside unless the pet owner is with them. No kennels, dog runs, dog houses, chains, or tie downs are permitted.

IV. NUISANCES

- a. Unreasonably loud and disturbing noises are prohibited, including but not limited to, radios, televisions, Bluetooth speakers, compact disc players, stereos, singing and playing of musical instruments. These shall be regulated to sound levels that will not disturb others and if used at, or in the vicinity of the pool, shall be used only with earphones.
- b. No nuisance of any type or kind shall be maintained upon Association property. No vocal or instrumental practice, or other loud and disturbing noises will be permitted before 7 a.m. or after 10 p.m. in the Delasol Community.
- c. No clothing shall be hung such that it is visible to any other lot, homeowner or Association property.

Nothing shall be done or kept on Association Property which would cancel or increase the rate of insurance on said property.

V. SIGNS

No sign, display, poster, or other advertising device of any kind (including, but not limited to, signs for the sale or leases of Homes) may be displayed in public view of any portion of any building or other Improvement in the Community Property without the prior written consent of the Board, said consent not to be unreasonably withheld.

For Sale and Open House signs must comply with the following Delasol guidelines.

No signs are permitted other than one For Sale sign and one Open House sign (during the Open House period only) on the homeowner's lot in front of the home. Up to 2 directional signs can be used within the community during hours when a realtor or homeowner is actually present and the home is open for inspection.

Open house/directional signs can be placed along Livingston but not in the island median of Livingston, or the median of our entryway.

(See Delasol website—Delasol.org, for specific sign design requirements).

VI. LANDSCAPING AND PAINTING

- a. The Owner(s) of each Lot must keep and maintain the Lot in good order, condition, and repair. Owners are responsible for mowing, edging, fertilizing, and spraying of lawns, replacement of sod, trees, shrubs, and other plant material.
- b. Owners changing the footprint of their mulch beds will need to notify the ARC and submit a drawing of all planned changes. Updates that do not involve changing the footprint of mulch beds do not require ARC review.
- c. Hose holders can be attached to the side or back of the house and should be shielded by landscaping. Portable hose holders, when not in use, should be kept in the side or back of the house shielded by landscaping.
- d. Fruit trees are not permitted, unless they are planted in pots and kept in an enclosed lanai, as they attract wildlife.
- e. Any and all garden statuary, pots, and other landscaping decorative items (not confined to the lanai area) should be in subtle earth tones. Any decorative items over 36" in height must be approved by the ARC. Flowerpots visible from the road are limited to a maximum of 5 in number.
- f. Moving lawn ornaments are not permitted.
- g. No fences or sheds may be erected on the Lot.
- h. No landscaping on the Lake Lots which materially interferes with the view of the Lake by immediate neighbors who are also Lake Lot owners.
- i. The ARC urges all Owners to respect the environment of not only their property, but of the community as a whole. As such, it is strongly recommended that Owners and their respective landscaping companies employ proper fertilizing and watering practices, so as not to contribute to surface and groundwater pollution.
- j. A homeowner seeking to paint the exterior of his or her home must first submit an ARC request. Colors from the Association's pre-approved ARC paint list will be reviewed expeditiously for approval. A homeowner may only use the Centex original color schemes, if they are the original owner and it was their original color. A color scheme that deviates from the Association's pre-approved ARC paint list will be considered a "variance" and will be considered at the following ARC meeting so long as the request is complete and timely submitted. A completed request submitted seven (7) days in advance of an ARC meeting will be automatically deemed as timely submitted. Any denials may be appealed to the Board of Directors. All other ARC requests not dealing with exterior paint colors will be subject to the normal ARC procedure.

- k. Homeowners are responsible for maintaining the exterior paint of their homes and ensuring they are aesthetically pleasing including no fading, stains, chips or cracks.
- l. Mailboxes must be kept in a formal appearance. The original mailbox color is “Green Verde and black with a glossy look.” They may not be faded, chipped or broken.

VII. ANTENNAS/SATELLITE DISHES

- a. No exterior radio, television or data reception antenna or any exterior wiring for any purpose may be installed without the written consent of the Board.
- b. Satellite dishes should not be visible from the street or neighboring properties or installed in the front of a house. Satellite dishes shall be installed in the rear of the home to the extent such location does not impair an acceptable signal. If the satellite dish cannot be moved towards the rear of the house without impairing an acceptable signal, approved trees must be planted, at the owner’s expense, to provide a natural landscape screening. Some satellite dishes can be mounted on a post (3 feet off the ground) but would require approved bushes to be planted, at the owner’s expense, for natural landscape screening.

VIII. RESIDENCY/LEASING

No portion of a home or Lot (other than the entire home) may be rented. No lease shall be for a term of less than thirty (30) consecutive days and no home may be rented more than three (3) times in any calendar year.

No Owner may effectively lease a home without prior written approval of the Board. An Owner intending to lease his or her Home shall submit a written lease application and a \$100 non-refundable application fee and background/credit check fee, to the Board prior to the date of occupancy, together with a copy of the lease and such other relevant information required by the Board, at the Owner’s expense; this may include a national criminal background check and tenant history report.

If an Owner allows a tenant(s) to take occupancy in a home without obtaining Board approval as provided in this Section, the lease is deemed disapproved and legally void, and the Board shall have the right and authority, on its own or as agent of the Owner, to pursue legal eviction proceedings to cause the removal of an unapproved tenant(s).

The Board may disapprove a proposed lease only if a majority of the Board (or its designated committee) votes to disapprove the lease. The following shall be deemed good cause to deny a lease.

- a. The person seeking approval has been convicted of a felony involving violence to persons or property or a felony involving dishonesty or moral turpitude;
- b. The application for approval expressly indicates that the person seeking approval intends to use the leased Home in a manner inconsistent with the covenants, restrictions, and rules governing Delasol.

- c. The person seeking approval has a history of tenant eviction(s) or disruptive behavior in other communities and associations.
- d. The Owner is delinquent on assessments or fines owed to the association at the time of the application.
- e. There are outstanding violations on the property.

Prior to an approved tenant(s) taking occupancy, the Owner shall provide the tenant(s) the complete set of the Delasol Documents, including a copy of the Board-adopted rules and regulations then in effect.

Each lease and Delasol application must contain a signed affirmative statement by the proposed tenant that the tenants agree to be bound by the governing documents and Rules and Regulations throughout the term of their occupancy of the unit, and that they have received complete copies of the Rules and Regulations.

No lease shall contain any term, condition or provision which will operate or be applied in a manner that is contradictory to any governing document or the Rules and Regulations. Any such contradictory term(s) incorporated in a lease, shall be void and unenforceable as between the Homeowner's Association and then owner and tenant, even if said lease has been approved by the Board of Directors or an agent thereof.

The lease period may not be more than a 12-month period. A lease renewal for the same approved tenants of the same owner in the same unit must be submitted to the Association 30 days prior to the lease expiration for continued access to the community and amenities. No subleases shall be permitted.

All leases must and shall be deemed to contain the agreement of the tenant(s) to abide by all of the restrictions contained in the Delasol Documents and Board adopted rules and regulations and shall be deemed to provide that a violation thereof is grounds, following written notice to the Owner and

tenant(s) and reasonable opportunity to cure, for damages, termination of lease and eviction pursuant to law. The Association shall have the authority to act as the Owner's agent to undertake any action necessary to abate the Tenant's noncompliance, including without limitation the right to file an action for eviction in the name of the Association in its own right or as an agent of the Owner. The tenant(s) and Owner agree that the Association may proceed against either the Owner or the tenant(s) or both and that the Owner and the tenant(s) shall be jointly and severally responsible for the Association's costs and expenses, including attorney's fees and court costs, secured by a lien against the Home.

Every lease shall be subordinated to any lien filed by the Association whether before or after such lease was entered into.

IX TRASH/GARBAGE PICK-UP

Disposition of garbage and trash shall be only by use of receptacles approved by the Association and Collier County. No refuse, or trash (including but not limited to landscape debris, building

materials, automobile salvage or parts) shall be stored or allowed to accumulate on any portion of the Community Property. Except for collection days, all garbage and or trash receptacles must be located within the garage or home. Trash cans must be brought out the morning of trash collection days and cannot be left out overnight as they attract wild animals.

X. LAKES {See also Declaration Article X Section 18} (revised on 11-3-2014)

- a. No watercraft shall be permitted upon any lakes located within Delasol.
- b. No swimming in any lake located within Delasol.
- c. No recreational use except for fishing in accordance with the Association's Rules and Regulations governing fishing activity in the Lakes:
 1. Children under the age of 14 must have an adult present at all times.
 2. Fishing in common areas only. No fishing in the front two lakes with the fountains. Fish hooks can snag the fountains' electrical wires or the anchor wires, which can damage the fountain motors.
 3. No trespassing on individual residential lots that abut the lakes
 4. Cost of repair for any damage to any plants in the common areas or along the shorelines must be reimbursed to the HOA.
 5. All fishing equipment and debris must be removed, and the common areas left in an aesthetically pleasing state.
 6. As in all resident activities in the community and usage of any and all community facilities, the HOA has no responsibility for injury to persons or damage to property or for any fishing license that may be required by State or local authorities. Any individual using the Lakes for fishing purposes do so at their own risk.

XI. ARCHITECTURAL REVIEW COMMITTEE

The Delasol Architectural Review Committee (ARC) is appointed by the Delasol Board of Directors and is responsible for maintaining and elevating the aesthetic and structural integrity of the association. The purpose of a review committee is to administer the community's guidelines by overseeing changes and modifications to property through an application and appeal process designed to balance the interests of individual homeowners and the community as a whole, ensuring that guidelines are met, and property values are protected.

Any exterior design changes or modifications, including but not limited to paint, roof tile, shutters, driveway, lanai, pool, and landscaping, will require prior approval from the ARC. This approval process may take up to thirty days, therefore, do not schedule any construction work or purchase any equipment until the ARC has approved the project and written approval has been received from the management company. Architectural Request Forms are available online at delasolarc.com and/or can be obtained from the management company.

Failure to submit the required plans and applications and to obtain the necessary approval from the ARC - for any alteration, modification or new construction - will constitute a violation of the rules. Such violation could result in the Association's requiring the modification or removal of the work (regardless of whether it has been completed) at the expense of the owner. If a homeowner fails to submit an application or submits an application after the initiation of a project, they will

be required to cease work on the project; file an ARC Request for Modification, along with a fine of \$100.00 per project; and not resume work until approval is granted and the management company issues a letter approving the request for architectural change.

Contractor work for exterior maintenance or approved improvement of the exterior of any residence should be scheduled Monday through Friday (holidays excepted) between the hours of 8:00 AM and 5:00 PM.

XII. PLAYGROUND EQUIPMENT

Children's play equipment including, but not limited to, swing sets, jungle gyms, non-portable trampolines, are permitted with prior approval of the Architectural Committee of the Association and are subject to the requirements of the Committee. All other portable play equipment including, but not limited to, basketball nets, bicycles, skateboard ramps, soccer goals, tents, and tree houses may not be left outdoors overnight.

The following are requirements for the installation of plastic, wooden, metal or any other type of construction material for play equipment that is not housed under the lanai. An Architectural Review Request is mandatory and must be approved by the Architectural Review Committee prior to installation of any play equipment.

Homes that are on the lakes may not erect play equipment at the rear of their houses. This preserves the view of those other homeowners with lake views.

All play equipment will be approved on a case by case basis with the following stipulations:

1. A drawing design or picture with dimensions and a plot plan of the location of the play equipment must be provided with the Architectural Review Request
2. Landscaping (e.g. ficus) must be allowed to reach a height that is equal in height to the tallest point of the swing set, approximately 10-12 feet (in most cases). The plants/bushes must be originally planted at a minimum height of 5 feet.
3. Depending on the placement of the play equipment, landscaping may be necessary along the sides and backs of the home owner's property. This will protect the view of neighbors from the play equipment. Also, the play equipment cannot be visible from the street.
4. Plants/bushes must be at least 2 to 3 feet inside the property line.
5. Play equipment may not be installed in a swale which would affect water runoff.
6. All landscaping must be in place within 2 weeks of the installation of the swing set and is at the owner's expense and must be watered and fertilized sufficient to comply with item 2 above.

If the play equipment and landscaping are installed and the above criteria are not met, the Association has the right to require that it be removed and reinstalled correctly at the owner's expense.

The committee feels that these requirements promote a family friendly environment along with preserving property values.

XIII. FINES

The Board of the Association may impose a fine of \$100.00 per day not to exceed \$1,000.00 for each occurrence of violation of these Rules and Regulations. This fining process will be in accordance with the State of Florida Statutes and may include, but not limited to, any action permitted by Florida law including recovery of sums due for damages, injunctive relief, or any combination thereof.

Loss of privileges may be imposed for anyone found in violation of the Rules and Regulations. Fob access to community facilities may be denied.

XIV. RULES FOR OWNER PARTICIPATION IN A BOARD OF DIRECTORS MEETINGS, A BUDGET COMMITTEE MEETING AND A MEETING OF ANY COMMITTEE AUTHORIZED TO TAKE ACTION ON BEHALF OF THE BOARD; AND THE LOCATION FOR POSTING NOTICES OF MEETINGS

a. Right to speak:

1. To the maximum extent practical, the posted Board meeting agenda for each meeting shall list the substance of the matters and actions to be considered by the board.
2. Roberts Rules of Order (latest edition) shall govern the conduct of the Association meeting when not in conflict with the Declaration of the Homeowners Association.
3. After each motion is made and seconded by the Board members the meeting Chairperson will permit owner participation regarding the motion on the floor, which time may be limited depending on the complexity and effect on the Association.
4. Owner participation will not be permitted after reports of officers or a committee unless a motion is made to act upon the report or the Chair determines that it is appropriate or is in the best interest of the Association.
5. An owner wishing to speak must first raise his or her hand and wait to be recognized by the Chair.
6. While an owner is speaking he or she must address only the Chairperson. No one else is permitted to speak at the same time.
7. An owner may speak only once for not more than three (3) minutes and only on the subject or motion on the floor.
8. The chair may, by asking if there be any objection and hearing none, permit an owner to speak for longer than three (3) minutes or to speak more than once on the same subject. The objection, if any, may be that of a Board member only and if there is an objection then the question will be decided by a vote of the Board.
9. The chair will have the sole authority and responsibility to see to it that all owner participation is relevant to the subject or motion on the floor.

b. THE RIGHT TO VIDEO AND AUDIOTAPE:

1. The audio and video equipment and devices which owners are authorized to utilize at any such meeting must not produce distracting sound or light emissions.
2. Audio and video equipment shall be assembled and placed in position in advance of the commencement of the meeting in a location that is acceptable to the Board of the Committee.
3. Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording.
4. At least 24 hours advance written notice shall be given to the Board by any owner desiring to utilize any audio and/or video equipment to record a meeting.

c. LIMITATION OF THE ASSOCIATION'S OBLIGATION TO:

Respond to written inquiries – The Association shall not be obligated to respond to more than one written inquiry from a unit owner filed by certified mail in any given 30-day period. In such case, any additional inquiry or inquiries must be responded to the subsequent 30-day period or periods.

ALL NOTICES OF MEMBERSHIP, DIRECTORS AND COMMITTEE MEETINGS AT WHICH OWNERS ARE ENTITLED TO PARTICIPATE WILL BE POSTED IN THE GLASS ENCLOSED CASE AT THE CLUBHOUSE.

XV- ASSOCIATION POLICY ON COMMUNICATIONS - a policy outlining how homeowners can properly and effectively share their requests, complaints and suggestions with the HOA

1. Delasol homeowners are encouraged to submit their requests, suggestions, and concerns directly to the HOA via Evergreen Lifestyles Management Group. Such communications can be made through the Association website, by email to the CAM (bdejesus@evergreen-LM.com) or in writing hand-delivered or mailed to the Evergreen Lifestyles Management Group (10401 Dartington Drive, Fort Myers, FL 33913).
2. Upon receipt of a submission delivered in accordance with paragraph 1 above, Evergreen Lifestyles Management Group will respond if warranted or forward it to the Board of Directors or applicable committee for review and follow-up. If the HOA does not respond to the submission, the homeowner should not assume that the HOA did not receive it and follow up in accordance with standard protocols. Again, the HOA will respond directly to the homeowner's submission only if warranted.
3. If a request, suggestion or complaint is not addressed to the homeowner's satisfaction by following steps 1 and 2 above, the homeowner(s) should not send the same submission or otherwise communicate with the HOA (which includes board members and Evergreen) in an aggressive or negative fashion in an effort to get the desired response. Homeowners should not expect a response to these kinds of communications. Rather, the homeowner(s) should bring his or her issue to a monthly Board meeting. At each Board meeting, there is an agenda item for "Member Comment" and each member in attendance will have an opportunity to address the Board.

4. The Board and its management will strive to address all opinions, suggestions and complaints from homeowners, and this policy is intended to communicate the accepted and most effective ways for homeowners to communicate these matters to the HOA.
5. Should the Board determine that excessive or repeated submissions rise to the level of an unreasonable burden or nuisance to the HOA and its management, the responsible homeowner(s) may be fined \$100.00 per instance and/or subject to other legal remedies available to the HOA.

XVI—MISC

- a. Garage Sales, including but not limited to, Yard Sales, and Moving Sales shall not be permitted within Delasol.
- b. Hurricane Shutters - In accordance with Section 21 of Delasol's Declaration of Covenants, Restrictions and Easements for Delasol, except in the case of a hurricane or tropical storm watch or warning, use of hurricane shutters is prohibited. Upon issuance of a hurricane or tropical storm watch or warning, the use of hurricane shutters is permitted and recommended. Hurricane shutters shall be open/removed no later than ten (10) days after cessation of a hurricane watch or warning.
- c. The Rules & Regulations shall apply equally to owners, their families, guests, staff, invitees and lessees.
- d. Homeowners will be held responsible for any and all damage to Association Property caused by the homeowner and/or the homeowner invited guest or tenant, whether intentionally or by the homeowner's or his or her guest's negligence, including but not limited to damage to the guard gate, guard gate equipment, landscape, pool furniture or equipment, gym equipment, tennis courts, street signs, etc. "Guests" means persons, or their pets, the homeowner would be responsible for while on Association Property but shall not include vendors who are merely granted access to deliver goods to or perform services for the homeowner. For example, a UPS driver, food delivery driver, landscaper is not a "Guest" while in the performance of their duties.
- e. It is the homeowner's responsibility to report any damage caused by the homeowner and/or his or her guest(s) to the management company or HOA Board immediately and to pay for restoring Association property to pre-damaged conditions plus any associated costs incurred by the Association in connection with the damaged property (e.g., costs incurred to pull and review surveillance footage, costs incurred by the Association to repair and/or replace the damaged property, etc.). If the responsible homeowner does not remit payment within seven (7) days from the date the Association demands payment, the Association may charge the homeowner's account. The Association will treat a homeowner's failure to report said damage as an intentional act and report the incident to law enforcement.

DISCLAIMER: THE ABOVE RULES AND REGULATIONS ARE NOT ALL INCLUSIVE BUT IN FACT ARE ONLY A PART OF THE DELASOL HOMEOWNER'S ASSOCIATION DOCUMENTS AND DECLARATIONS, WHICH DELASOL HOMEOWNER'S MUST ADHERE TO.

Prepared by and return to:
Meredith Peck Ralston, Esquire
Peck & Peck, P.A.
5200 Tamiami Trail North, Suite 101
Naples, Florida 34103

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly elected and acting President of Delasol Homeowners Association, Inc., a Florida not-for-profit corporation, does hereby certify that at a duly called meeting of the members held on June 9, 2021, where a quorum was present, after due notice, the attached Amendment to the Declaration of Covenants, Restrictions and Easements was approved by Owners owning more than two-thirds (2/3) of all Lots together with approval or ratification of a majority of the Board. The original Declaration of Covenants, Restrictions and Easements was originally recorded on August 21, 2003 at O.R. Book 3376, Page 2774, *et. seq.*, in the Official Records of Collier County, Florida (the "Declaration"). The Declaration is hereby amended in accordance with Exhibit "A" attached hereto and incorporated herein and is now in full force and effect.

Dated: June 11, 2021

Delasol Homeowners Association, Inc., a
Florida not-for-profit corporation

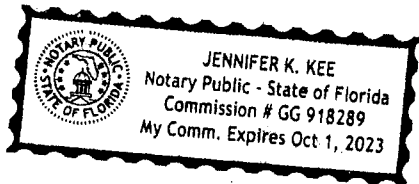
Joan Shade
Witness
Printed Name: Joan Shade

By: Erika Rohde
Erika Rohde, President

Nina Mehta
Witness
Printed Name: NINA MEHTA

STATE OF FLORIDA
COUNTY OF COLLIER

Acknowledged and subscribed before me, an officer duly authorized in the above mentioned state and county to take acknowledgments, by means of physical presence, this 11 day of June, 2021, by Erika Rohde, President of Delasol Homeowners Association, Inc., who is personally known to me or presented identification, and who did take an oath.



Jennifer K. Kee
Notary Public
Jennifer K. Kee
Printed name of Notary
My Commission Expires

EXHIBIT "A"

**AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR DELASOL**

The Declaration of Covenants, Restrictions and Easements for Delasol shall be amended as follows.

Additions are indicated by underlining. Deletions are indicated by ~~strike-through~~.

1. Amendment to Section 6 to read as follows:

Section 6. LEASES. ~~No portion of a Home (other than an entire Home) may be rented. All leases shall provide, and if they do not so provide then the leases shall be deemed to provide, that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles, the Bylaws, the rules and regulations, or of any other agreement, document or instrument governing the Lots. No lease shall be for a term of less than thirty (30) consecutive days and no Home may be rented more than three (3) times in any calendar year. A copy of the lease must be provided to the Association. The owner of a leased Home shall be jointly and severally liable with his or her tenant for compliance with the Delasol Documents and to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant. Every lease shall be subordinated to any lien filed by the Association whether before or after such lease was entered into.~~ In order to foster a stable residential community, the leasing of the homes by their Owners shall be governed by this section. An Owner may only lease the entire home, and then only in accordance with this section, after receiving the approval of the association. No room rental, subleasing, or assignment of lease rights by the Tenant or Owner is allowed. All leases of homes must be in writing. The tenant must be a natural person as opposed to an artificial entity such as a corporation, partnership, trust, etc. The following also applies to any new occupant of a Home that was not approved under the existing lease of the Home.

(1) Procedures.

a. Notice by the Owner. An Owner intending to lease his/her home shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) days prior to the first day of occupancy under the lease, together with the name and address of the proposed tenant, a fully executed copy of the proposed lease and such other information as the board may reasonably require. Application for authority to lease shall be made to the Board of Directors on such forms and include such terms as the Board may provide from time to time. The Board may require the applicant and each adult occupant intending to reside in the unit to submit to a national criminal background check, credit report, and tenant history report. The Association may charge the Owner a preset fee for processing the application, such fee to be determined by the Board and not to exceed the maximum amount allowed by law as then in effect. A separate fee may be charged for each

person intending to occupy the Home except that a single fee may be charged to a married couple and no extra fee may be charged for minor children.

b. Board Action. After the required notice and all information requested has been provided, the Board shall have fifteen (15) days in which to approve or disapprove the proposed lease. If the Board neither approves or disapproves within that time, its failure to act shall be deemed equivalent of approval and, on demand, the Board shall issue a written letter of approval to the tenant.

c. Disapproval. A proposed lease shall be disapproved pursuant to subsections (2) through (8) below only if the majority of the Board so votes. If disapproved, the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:

1. The Owner is delinquent in the payment of assessments or fines at the time the application is considered.
2. The Owner has a history of leasing the Home without obtaining approval or leasing to troublesome tenant and/or refusing to control or accept responsibility for the occupancy of the Home.
3. The real estate company or rental agent handling the leasing transaction on behalf of the Owner has a history of screening tenant applicants inadequately, recommending undesirable tenants, or entering into leases without prior Association approval.
4. The application on its face indicates that the persons seeking approval intends to conduct themselves in a manner inconsistent with the Governing Documents.
5. The prospective tenant has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, a felony demonstrating dishonesty or moral turpitude, or a crime resulting in that person being on a sexual offender, sexual predator or a similar list by any governmental or quasi-governmental agency.
6. The prospective tenant has a history of conduct which evidences disregard of the rights and properties of others.
7. The prospective tenant during previous occupancy has evidenced an attitude of disregard of the Governing Documents.
8. The prospective tenant has a history of prior evictions.

9. The owner has outstanding violations on their home that have not been corrected.
10. The prospective tenant gives false or incomplete information to the Association as a part of the application procedure or the required application or transfer fees and/or security deposit are not paid.
11. The owner fails to give proper notice of their intention to lease their home to the Board of Directors.

d. Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its discretion may approve or disapprove the lease. Any lease which is not approved or which is disapproved pursuant to the terms of this Declaration shall be void unless subsequently approved in writing by the Board. If an owner allows a tenant to take occupancy of the Home without obtaining Board approval as provided in this Section, the lease is deemed disapproved and legally void, and the Board shall have the right and authority, on its own or as an agent of the Owner, to pursue legal eviction proceedings or injunctive relief to cause the removal of the unapproved tenant. The Association is authorized to deny any unapproved tenant access to the community properties. The Association may assess a late fee of \$50 if an Owner fails to give the required thirty (30) days notice prior to the first day of occupancy under the lease.

e. Manager Approval. To facilitate approval of leases, the Board of Directors may by resolution delegate its approval powers to the property manager for the Association. If the power is delegated to the property manager, only the Board of Directors shall have the power to disapprove a lease. If the property manager, after reviewing a lease and all information provided by the applicant, determines that the Association should not approve the lease, the property manager shall then forward the proposed lease to the members of the Board of Directors for their review. Notwithstanding any other time periods set forth in Section 6, the Board of Directors shall have ten (10) days after the receipt of the lease from the property manager and all information or interviews requested in which to approve or disapprove the lease.

e. Rights of Association for Owner's Non-Payment of Assessments. The legal responsibility for paying Association assessments may not be delegated to the tenant(s). Notwithstanding the foregoing, in the event an Owner is in default in payment of any monetary obligation owed to the Association, the Association shall have the authority to collect rents directly from the Owner's tenant. Upon written demand by the Association the tenant shall pay said rent to the Association. Such rental payments shall be collected in accordance with the procedures established by the Board of Directors and applied in accordance with the Governing Documents until all past due amounts are paid in full. In the event the tenant fails to remit said rents directly to the Association or

provide written evidence to the Association of having paid the rent within fourteen (14) days from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the lease and evict the tenant. The tenant shall continue making rental payments to the Association for the following rental period and continue to make rental payments to be credited to the Owner's past due amount until the Association releases the tenant or the tenant discontinues tenancy in the unit. If the tenant fails to make any required payment, the Association may terminate the lease and evict the tenant. For the purpose of such eviction, the Association shall be deemed to be an agent of the landlord. The authority granted in this Section is in addition to any authority granted by law.

(2) Term of lease and frequency of leasing. No lease may be for a term of less than thirty (30) consecutive days and no Home may be rented more than three (3) times in any calendar year. For purposes of this restriction, the first day of occupancy under the lease shall conclusively determine in which year the lease occurs. No lease may be for a period of more than one (1) year and no option for the tenant to extend or renew the lease for any additional period shall be permitted. However, the Board may, in its discretion, approve the same lease from year to year. A lease renewal for the same approved tenant of the same owner in the same unit must be submitted to the Association 30 days prior to the lease expiration for continued access to the community and amenities. No subleasing or assignment of lease rights by the tenant is allowed.

(3) Occupancy During Lease Term. All homes are intended for single-family occupancy. No one but the tenant, family members within the first degree of relationship by blood, adoption or marriage, and their spouses and guests may occupy the unit. The total number of overnight occupants of a leased home is limited to two persons per bedroom. The Board of Directors may adopt additional rules regarding Guest occupancy during a lease term, including, but not limited to, limitations regarding number of Guests permitted to occupy the unit at the same time, length of Guest stay, number of occasions for Guest occupancy, and notice requirements to the Association advising of Guest occupancy.

(4) Occupancy in Absence of Lessee. If a tenant is absent from the home for any period of time during the lease term, the family within the first degree of relationship already in residence may continue to occupy the home and may have houseguests subject to all the restrictions in the Governing Documents. If the tenant and all the family members mentioned in the foregoing sentences are absent, no other person may occupy the home.

(5) Use of Common Elements. To prevent overtaxing the facilities, an owner whose home is leased may not use the recreation or parking facilities in Delasol during the lease term.

(6) Regulation by Association. All the provision of the Governing Documents shall be applicable and enforceable against any person occupying a home as a tenant or a guest to the same extent as the owner. A covenant on the part of each occupant to abide by the rules and regulations of the association and the provisions of the Governing Documents, designating the Association as the owner's agent with authority to terminate any lease agreement, deny the tenant access on the property and evict or otherwise cause the tenant's removal in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written

and whether specifically expressed in such agreement or not. The Association shall have the right to recover any costs or fees, including attorney’s fees, incurred in connection with terminating a lease, evicting or otherwise causing the removal of a tenant, from the 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. If a tenant, resident, other occupant, guest or invitee of the Owner or tenant fails to abide by the Governing Documents, the Owner shall be responsible for the conduct of the tenant, residents, occupants, guests and invitees and shall be subject to all remedies set forth in the Governing Documents and Florida law, without waiver of any remedy available to the Association as to the Tenant. Any fines assessed by the Association to a tenant that remain unpaid may be assessed against the Owner and the parcel. Any legal fees incurred by the Association to collect the fines may also be assessed to the Owner and the Owner’s parcel if such fees remain unpaid by the Tenant for a period of thirty (30) days.

(7) Fees for the Lease of Homes. Whenever the Board’s approval is required to allow the lease of the Home, the Association may charge the owner a preset fee for processing the applications, such fee not to exceed the maximum amount allowed by law as then in effect. The Association may require the applicant and each adult occupant intending to reside in the Home to submit to a national criminal background check as part of the application process, which shall be paid for by the tenant and meet specifications deemed appropriate by the Board. A separate fee for any background check may be charged for each adult person intending to occupy the Home except only one fee may be charged for a married couple. No application will be processed without the required fee.

(8) Association as Owner’s Agent. The Association shall have the authority to act as the owner’s agent to undertake any action necessary to abate the tenant’s noncompliance, including, without limitation, the right to file an action for eviction or injunctive relief to cause the tenant’s removal in the name of the Association in its own right or as an agent of the owner. The tenant and Owner agree that the Association may proceed against either the Owner or the tenant or both and that the Owner and the tenant shall be jointly and severally responsible for the Association’s costs and expenses, including attorney’s fees, in abating a tenant’s noncompliance or seeking the removal of the tenant from the Home.

(9) Occupancy Deemed Tenancy. Person(s) occupying a Home for more than twenty (20) days without the Owner or the Owner’s family members within the first degree of relationship by blood, adoption or marriage being present shall not be deemed a guest, but, rather, shall be deemed a tenant for purposes of this Declaration (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of this Declaration and Section 6 which apply to Tenants. The purpose of this paragraph is to prohibit the circumvention of the provisions and intent of this Section 6 and the Board of Directors of the Association shall enforce, and the Unit Owners comply with same with due regard for such purpose.

(10) Priority of Liens. Any lease of a Lot shall be subordinate and inferior to the lien of the Association, regardless of when the lease was executed.

