

***BELLAGGIO RESIDENT'S ASSOCIATION, INC.***

***SALE OR LEASE APPLICATION***

***(FOR OFFICE USE ONLY)***

	<u><i>NAME</i></u>	<u><i>DATE</i></u>
Application to Bellaggio:	_____	_____
Property Manager:	_____	_____
Secretary:	_____	_____
Processed By:	_____	_____

Return entire packet to Bellaggio Residents Association, Inc.  
6525 Bellaggio Lakes Boulevard  
Lake Worth, Florida 33467  
Phone: 561-439-8211 / Fax: 561-439-8266

Closing Date: \_\_\_\_\_ Lease Dates: From: \_\_\_\_\_ To: \_\_\_\_\_

Property Address: \_\_\_\_\_

Seller(s): \_\_\_\_\_ to Buyer(s): \_\_\_\_\_

Lessor(s): \_\_\_\_\_ to Lessee(s): \_\_\_\_\_

BELLAGGIO RESIDENTS ASSOCIATION, INC.  
CERTIFICATE OF APPROVAL

This is to certify that \_\_\_\_\_  
has/have been approved by the Bellaggio Residents Association, Inc., a  
Florida Corporation, not for profit, as the purchaser/lessee of the following  
described real property in Palm Beach County Florida:

\_\_\_\_\_, Lake Worth, FL 33467.

Such approval has been given pursuant to the provision of the Declaration of  
Documents and all exhibits attached to the Declaration of Documents and  
and any amendment(s) thereto.

Attest: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary/Vice President

STATE OF FLORIDA  
COUNTY OF PALM BEACH

\_\_\_\_\_ and \_\_\_\_\_, respectively of  
Bellaggio Residents Association, Inc., a Florida Not for Profit Corporation, on behalf of  
the Corporation, acknowledged the foregoing instrument before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2012. \_\_\_\_\_ and \_\_\_\_\_  
are personally known by me and did not produce identification.

\_\_\_\_\_(SEAL)  
Notary Signature

\_\_\_\_\_  
Printed Name of Notary

**BELLAGGIO RESIDENTS ASSOCIATION, INC.**

**55+ COMMUNITY**

**APPLICATION(S) REQUIRES THE FOLLOWING:**

**Sales Application Requires:**

- Application Fee (non-refundable) in the amount of \$100.00 payable to Bellaggio Residents Association, Inc.
- Copies of Drivers Licenses for Purchaser(s) and Resident(s), if different than Purchaser(s)
- *AND, if applicable*, Affidavit to affirm that individual(s) who will permanently occupy prospective residence is over the age of 55 if Purchaser(s) is different than Resident(s).

**Lease Application Requires:**

- Application Fee (non-refundable) in the amount of \$100.00 made payable to Bellaggio Residents Association, Inc.
- Lease Security Deposit (refundable at end of lease term) in the amount of \$1500.00 made payable to Bellaggio Residents Association, Inc.
- Copies of Drivers Licenses for Lessee(s).

**APPROVAL REQUIRED**

SUBJECT TO ARTICLE XI

SALES, LEASES AND CONVEYANCES

OF THE

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

FOR BELLAGGIO RESIDENTS ASSOCIATION, INC.

## **ARTICLE X**

### **USE RESTRICTIONS**

Section 10.26 Pets and Animals: No reptile, livestock or poultry shall be kept, raised or used upon any portion of the Property. Pets shall be prohibited from all portions of the Common Areas except where designated by the Board. Obnoxious, dangerous or otherwise objectionable animals, fowl, or reptiles shall not be kept or permitted to be kept anywhere on the Property. Notwithstanding the foregoing, **an Owner may keep small dogs or cats weighing in the aggregate less than 50 (Fifty) pounds within his or her Home and Lot (not to exceed two animals in total);** however the animals must be maintained as indoor pets and any excessive barking or nuisances, as determined in the sole discretion of the Board, shall be deemed a nuisance or obnoxious animal as hereinabove and in Section 10.18 herein provided. No pet shall be permitted outside of a Home except on a leash or in an enclosed rear yard. Each Owner shall promptly remove and properly dispose of any solid waste matter deposited by his or her pet. **Under no circumstances may a pit bull be permitted on the Property.** This section shall also apply to any invitees, guests and tenants.

## **ARTICLE XI**

### **SALES, LEASES AND CONVEYANCES**

In order to assure that Towne Park is a community of congenial and responsible residents and those prospective purchasers will comply with the requirements of the Declaration and thus protect the value of the Homes, the sale, lease or transfer of Homes shall be subject to the following provisions.

Upon the sale, lease or transfer of a Home within Towne Park, the Owner of the Home shall submit an age verification form to the Association prior to the effective date of the sale, lease or transfer of said Home. The **age verification form** shall be supplied by the Association and **shall provide for the ages of the intended occupants** and such other information as the Association may reasonably require. In accordance with Article XIV hereof, except as herein provided, an Owner shall not sell, lease or transfer his Home unless **at least one (1) of the intended occupants of such Home is fifty-five (55) years of age or older at the time of occupancy.** However, the Board shall have the right, in its sole discretion, to waive this requirement based upon criteria in accordance with the provisions set forth in Article XIV hereof, but not if more than twenty percent (20%) of the Homes in Towne Park will not have an occupant fifty-five (55) years of age or older. **The Association will have thirty (30) days to approve the sale, lease or transfer of a Home** and such approval shall be in writing and in recordable form, signed by any two (2) officers of the Association and shall be given to the intended occupant. If the Association does not approve the sale, lease or transfer of a Home within the thirty (30) day period, then the sale, lease or transfer of a Home shall be deemed denied.

## **ARTICLE XIV**

### **GENERAL PROVISIONS**

Section 14.17 Age Restriction: In addition, **Children nineteen (19) years of age or younger shall not reside in the community for a period not to exceed a total of more than sixty (60) days per calendar year.**

**BELLAGGIO RESIDENTS ASSOCIATION, INC.  
6525 BELLAGGIO LAKES BLVD.  
LAKE WORTH, FL 33467  
(PH) 561-439-8211 • (FX) 561-439-8266**

**INSTRUCTIONS FOR APPLICATION FOR SALE OR LEASE**

**(Page 1 of 3)**

1. Complete the attached following documents in their **entirety**. All questions should be answered and if the question(s) do not apply please indicate response with N/A. **This application will not be processed unless and until the application is completed and received in its entirety.**
2. Please attach a non-refundable application fee of \$100 payable to Bellaggio Residents Association, Inc. Lease applications also require a refundable security deposit of \$1500 payable to Bellaggio Residents Association, Inc.
3. Submit the completed application, along with the Sales or Lease Contract, Affidavit(s) and/or Addendum(s) if applicable, and all required fees to the address indicated above.
4. The Association has thirty (30) Days from the receipt of a complete and valid application in which to process the application.
5. Should the current owner(s) owe funds to the Association, the application for Sale or Lease will not be processed until all balances due to the Association and/or Collection Attorney have been satisfied in full. Such funds are not deemed paid until all checks have been cleared. Please allow additional and appropriate time for Out of State checks to clear. The Association will then have thirty (30) days from the time of full satisfaction of all balances in which to process said application.
6. One of the prospective residents or tenants must be fifty five (55) years of age. A copy of a Drivers License or Passport must be submitted with the application as proof of age.
7. If the **application is for a purchase** the **PROSPECTIVE OWNER MUST CONTACT THE MANAGEMENT OFFICE TO SCHEDULE A NEW HOMEOWNER'S ORIENTATION AND FURNISH A COPY OF THE WARRANTY DEED AND HUD STATEMENT AT THE TIME OF ORIENTATION** which will be scheduled subsequent to the close of the sale. THE MANAGEMENT COMPANY CANNOT AMEND THEIR PROPERTY RECORDS TO REFLECT THE NEW OWNER WITHOUT THE WARRANTY DEED.



**INSTRUCTIONS FOR APPLICATION FOR SALE OR LEASE**

**(Page 2 of 3)**

8. **A CAPITAL CONTRIBUTION FEE WILL BE collected at closing. THIS FEE IS INDICATED ON THE ESTOPPEL.**
9. If the application is for a lease the **PROSPECTIVE RENTER(S) MUST CONTACT THE MANAGEMENT OFFICE TO SCHEDULE A NEW TENANT'S ORIENTATION** for the same day the lease commences.
10. It is the Seller's Obligation to furnish the following to the Buyer :
  - a) A Current Set of Association Documents
  - b) A Copy of the Rules and Regulations
  - c) Keys to the Residence
  - d) Garage Door Opener
11. It is the Lessor's Obligation to furnish the following to the Lessee:
  - a) A Current Set of Association Documents
  - b) A Copy of the Rules and Regulations
  - c) Keys to the Residence
  - d) Garage Door Opener
  - e) The Lessor must keep the Lessee abreast of any change(s) in the Rules and Regulations or other community information applicable to the Lessee during the term of the Lease.
12. It is the Lessee's Obligation to furnish the following to the Management Office.
  - a) A Request for the Security Deposit Refund at time of Lease Expiration. (See Attached).
13. It is the homeowners' obligation to ensure that correct and accurate mailing addresses, email address and phone numbers are kept up to date with the Management Office.
14. Maintenance Fees are due quarterly on the first (1<sup>st</sup>) of January, April, July and October. Coupons will be mailed to you upon transfer of ownership. It is the **owner's responsibility to pay the maintenance fees even if the coupons have not been received.** If you do not receive your coupon book in a timely fashion please contact Bellaggio Residents Association, Inc. at 561-439-8211 or Castle Management at 954-792-6000.

**INSTRUCTIONS FOR APPLICATION FOR SALE OR LEASE**

**(Page 3 of 3)**

15. No unit may be leased more than once in a calendar year. No Lease will be for a period of less than four (4) months and no longer than twelve (12) months. Leases will NOT be automatically renewed. If a Lease is to be renewed, an updated Lease or Addendum must be submitted by the Lessor to the Management Company for approval. Because The Association has thirty (30) days in which to approve said renewal, this request should be submitted at least thirty (30) prior to Lease end date.

I / We, the undersigned, agree to the requirements and obligations as set forth above and agree to comply with same.

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

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

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

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

Occupant: \_\_\_\_\_ Date: \_\_\_\_\_  
(If different than Buyer)

Occupant: \_\_\_\_\_ Date: \_\_\_\_\_  
(If different than Buyer)

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

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

**BELLAGGIO RESIDENTS ASSOCIATION, INC.  
6525 BELLAGGIO LAKES BLVD.  
LAKE WORTH, FL 33467**

**I / We, the undersigned confirm receipt of the Amended and Restated Declaration of Covenants, Articles of Incorporation and Amended and Restated ByLaws dated May 24, 2010, General Rules and Regulations dated February 18, 2011 and Architectural Review Committee Guidelines and Community Standards dated July 14, 2009.**

**I / We have read, understand and agree to abide by the Covenants and Restrictions of the Association, Article of Incorporation and Amended and Restated ByLaws dated May 24, 2010, General Rules and Regulations dated February 18, 2011 and Architectural Review Committee Guidelines and Community Standards dated July 14, 2009.**

Buyer/Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer/Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

Association Documents were provided to Buyer or Lessee from:

Seller/Lessor: \_\_\_\_\_ Date: \_\_\_\_\_

Seller/Lessor: \_\_\_\_\_ Date: \_\_\_\_\_

OR

Real Estate Agent: \_\_\_\_\_ Date: \_\_\_\_\_  
*(Broker's Signature)*

Real Estate Company: \_\_\_\_\_

Address: \_\_\_\_\_

Office Phone No.: \_\_\_\_\_ Cell Phone No.: \_\_\_\_\_



BELLAGGIO RESIDENTS ASSOCIATION, INC.  
6525 BELLAGGIO LAKES BLVD.  
LAKE WORTH, NJ 33467

**FLORIDA STATUTE 720**  
**(Section 720.3085) – Effective July 1, 2010**

The Association is authorized to collect rent from a tenant who occupies a residence when the property owner has failed to pay maintenance fees. The Statute authorizes the Association to demand that the tenant pay all future monetary obligations relating to the parcel to the Association.

**UPON PROPER WRITTEN NOTICE, THE ASSOCIATION MAY COLLECT THE RENT FROM THE TENANT OF A PROPERTY OWNER THAT IS DELINQUENT IN THE PAYMENT OF MAINTENANCE FEES TO THE ASSOCIATION. THE ASSOCIATION MAY SUE FOR EVICTION IF THE TENANT DOES NOT REMIT THE RENT TO THE ASSOCIATION.**

I / We, the undersigned have read and agree to abide and comply with the terms and conditions outlined in the Statute cited above.

Lessor(s): \_\_\_\_\_ Date: \_\_\_\_\_

Lessor(s): \_\_\_\_\_ Date: \_\_\_\_\_

Lessee(s): \_\_\_\_\_ Date: \_\_\_\_\_

Lessee(s): \_\_\_\_\_ Date: \_\_\_\_\_

BELLAGGIO RESIDENTS ASSOCIATION, INC.

**AGE VERIFICATION CERTIFICATE**

The following information must be furnished by the prospective Owner(s) or Tenant(s) of each residence so that the Association may monitor the percentage of residences occupied by at least one person fifty five (55) or older and in order to preserve the status of Bellaggio as a Housing Community for Older Persons in accordance with The Documents of Bellaggio Residents Association, Inc. and the Federal Housing Act.

Lot No.: \_\_\_\_\_ Address: \_\_\_\_\_

**Prospective Owner(s):**

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

**Prospective Lessee(s):**

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

**Prospective Occupants:** List all persons that will reside in the residence.

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Relationship to Owner or Lessee: \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Relationship to Owner or Lessee: \_\_\_\_\_

The undersigned certifies that the above information is true and correct. If there are any changes, the undersigned has fifteen (15) to notify the Board of Directors in writing of such change.

Prospective Owner/Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

Prospective Owner/Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

**BELLAGGIO RESIDENTS ASSOCIATION, INC.  
6525 BELLAGGIO LAKES BLVD.  
LAKE WORTH, FL 33467**

**SALE/LEASE APPLICATION CONTACT INFORMATION**

**ADDRESS:** \_\_\_\_\_  
(Please indicate property address in Bellaggio)

**NAME(S):** \_\_\_\_\_

**CURRENT ADDRESS:** \_\_\_\_\_

**HOME PHONE #:** \_\_\_\_\_ **WORK PHONE #:** \_\_\_\_\_

**CELL PHONE #:** \_\_\_\_\_ **CELL PHONE #:** \_\_\_\_\_

**EMERGENCY CONTACT(S):**

**NAME:** \_\_\_\_\_ **RELATIONSHIP:** \_\_\_\_\_

**CONTACT #'S:** \_\_\_\_\_ **AND/OR:** \_\_\_\_\_

**NAME:** \_\_\_\_\_ **RELATIONSHIP:** \_\_\_\_\_

**CONTACT #'S:** \_\_\_\_\_ **AND/OR:** \_\_\_\_\_

**If you have an alternate address, please complete section below:**

**ADDRESS:** \_\_\_\_\_

**PHONE #(S):** \_\_\_\_\_ **AND/OR:** \_\_\_\_\_

**APPROXIMATE DATES AT THIS ADDRESS:** \_\_\_\_\_

Buyer/Lessee agrees to the terms of the attached Sales/Lease Contract and the requirements set forth within.

**BUYER/LESSEE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**BUYER/LESSEE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

BELLAGGIO RESIDENTS ASSOCIATION, INC.  
6525 BELLAGGIO LAKES BLVD.  
LAKE WORTH, FL 33467

**(This Page to be Completed and Submitted by Lessee/Tenant at End of Lease Term)**

This is to serve as a formal written request for the Security Deposit Refund for the following:

Lessee(s) Name(s): \_\_\_\_\_  
(Please Print)

Leased Property in Bellaggio: \_\_\_\_\_

Lease Commencement Date: \_\_\_\_\_

Lease Expiration Date: \_\_\_\_\_

Date Property is being vacated: \_\_\_\_\_

If Property is being vacated earlier than Lease Expiration Date, please provide a brief explanation below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mail Security Deposit Refund to: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Contact Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Signature of Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Lessee: \_\_\_\_\_ Date: \_\_\_\_\_