

BELMONT COURT CONDOMINIUM ASSOCIATION, INC.

Return Sales Packet to:

Resort Management, Attn: Lisa Winebrenner

2685 Horseshoe Drive S, # 215, Naples, FL 34104

Ph: (239) 649-5526, x5238 / Email: LWinebrenner@resortgroupinc.com

APPLICATION FOR APPROVAL TO PURCHASE

I (We) hereby apply for approval to purchase Unit _____ Belmont Court, Inc., a Condominium

Current Property Owner Name: _____

PLEASE INCLUDE THE FOLLOWING:

_____ Fully Completed Application _____ Copy of Sales Contract

_____ Non-Refundable Application Processing Fee: \$75.00 Payable to Belmont Court AND
\$75.00 Payable to Resort Management

In order to facilitate consideration of this application, I (We) represent that the following information is factual and true, and agree that any falsification or misrepresentation of the facts in this application will justify its automatic rejection. I (We) consent to your further inquiry concerning this application, particularly of the references given below.

Buyer(s) Name: _____

Citizen of U.S.? Self _____ Spouse _____

Have you ever been arrested and convicted of a felony? YES NO

Buyer's Current Address: _____

Company or Firm name _____

Please state the name, relationship and age of all other persons who will be occupying the condominium unit regularly

Name _____ Relationship _____ Age _____

Name _____ Relationship _____ Age _____

Two personal references (local if possible)

Name _____ Address _____

City _____ St _____ Zip _____ PH _____

Name _____ Address _____

City _____ St _____ Zip _____ PH _____

Bank Reference _____

I am purchasing this unit with the intention to:

Reside here on a full time basis _____ Reside here on a part time basis _____

Lease the unit annually _____ Lease the unit seasonally _____

An owner may not lease or rent a unit for one year after acquiring title. No sub-leasing is allowed.

Person to be notified in case of personal emergency:

Name _____ Ph # _____

Address _____

VEHICLES:

Make/Model _____ Color _____ Year _____ St _____ Lic Pl # _____

Make/Model _____ Color _____ Year _____ St _____ Lic Pl # _____

Mailing address for notices connected with this application:

Name _____ Address _____

City/State/Zip _____ Phone _____

As a purchaser I am aware of, and agree to abide by the Declaration of Condominium of Belmont Court Association, Inc., a Condominium, the Articles of Incorporation, By-Laws and any and all properly promulgated Rules and Regulations in effect within the terms of my (our) occupancy (ownership). **I acknowledge receipt of a copy of the Association Rules, and agree to abide by all their provisions.**

The prospective purchaser will be advised by Resort Management within thirty (30) days from the date of application whether this application has been approved.

As per Belmont Court Rules and Regulations, a personal interview is required prior to approval of this purchase application. Resort Management will facilitate this review.

Buyer Signature: _____ Date: _____

Buyer Signature: _____ Date: _____

Realtor Name: _____ PH # _____

CLOSING DATE: _____ Title Co: _____

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Approved: _____

BELMONT COURT ASSOCIATION

333 HARBOUR DRIVE

NAPLES FL 34103

RULES AND REGULATIONS
FOR HOUSE AND GROUNDS

Revised March, 2021

BELMONT DOCUMENTS

It is important for owners to be familiar with the rules that have been accepted by them as a requirement of membership in our association. Every effort has been made to keep them simple. Their purpose is to provide guidelines for communal living which reflect respect and courtesy among friends and neighbors.

Copies of this pamphlet are provided for all owners.

It should be noted that these rules are in addition to the three important documents summarized below.

The DECLARATION OF CONDOMINIUM declares the purpose and name of the corporation, the land involved, and definitions relating to individual condominiums, common elements, boundaries, responsibilities for the maintenance of condominiums and common grounds, etc. It also provides for the operation of Belmont Court, Inc. a not-for-profit corporation under the laws of the State of Florida. This declaration also covers insurance, reconstruction or repair of buildings, etc. Section 10 of this document contains Use Restrictions which have been included in this pamphlet and are recorded in the Public Records of Collier County, Florida. Sections listed below with numbers in parentheses and * to the right of section heading relate back to the section number of the Declaration of Condominium.

The ARTICLES OF INCORPORATION as filed with the State of Florida contain all provisions relating to the legal status of Belmont Court as a not-for-profit incorporation and are recorded in the Public Records of Collier County, Florida. Sections listed below with numbers in parentheses and ** to the right of section heading relate back to the section number of the Articles of Incorporation.

The BYLAWS OF BELMONT COURT describe provisions incident to its operation, including election of directors and officers, powers of the Board, meetings, membership lists, right to vote in person or by proxy, quorum requirements, etc. and are recorded in the Public Records of Collier County, Florida. Sections listed below with numbers in parentheses and *** to the right of section heading relate back to the section number of the Bylaws.

Copies of all three of the above documents are given to each owner at the time of purchase. Owners are urged to read and be thoroughly familiar with their contents.

OCCUPANCY (10.1)*

Each of the condominiums shall be occupied by the owner, a family member (parent, sibling, adult child or adult grandchild or of the owner's spouse or non-spouse companion), guests or renters only as a residence and for no other purpose. Occupancy is limited to six persons at any one time. Pets are not allowed (10.6).

AMENITIES (6.3)*

The facilities of Belmont court, including swimming pool and its equipment, shower, laundry and common grounds, are for the use and enjoyment of all owners, their house guests and lessees only.

GUEST OCCUPANCY WITH OWNER NOT IN RESIDENCE (10.2)*

Condominiums may be occupied by a family member (blood relationship such as parent, sibling, adult child or adult grandchild or of the owner's spouse or non-spouse companion), when the owner is not present. However, no persons under age 18 may occupy an apartment unless the owner, lessee, or other responsible adult is in residence. House guests not included in 10.2 (A) are not permitted except for another unit owner or unit owner's parent, adult child, adult grandchild or sibling of the unit owner or of the unit owner's spouse or non-spouse companion with the owner's consent. ***A letter or phone call must be given to the Resident Manager with names, relationships and dates of occupancy at least fourteen (14) days in advance.*** The Resident Manager, in turn, will post this information on the Laundry Room bulletin board.

OCCUPANCY UNDER LEASE (13)*

Any owners planning to lease their apartment must obtain a Permission to Lease form from Resort Management. This form must be completed and returned to Resort Management with a \$150 fee*, 30 days before occupancy. The fee is waived for returning lessees. *(Revised July, 2021 in compliance with Fl. Law)

Owners of condominiums may lease them only twice a year. Leases shall not be for more than one year or for less than 90 days, except that if one of the leases is during the period May 1st to September 30th, that one lease may be for a minimum of 30 days. One-year ownership is required before leasing. If a lessee vacates a leased unit prior to the end of the lease period and the lease is terminated, no other individual(s) may occupy that unit for the remainder of the lease period; except the unit owner(s) and guests while the owner(s) is present.

To prevent overtaking of Association facilities, a unit owner whose apartment is leased may not use the recreation or parking facilities while the lessee is still in residence.

SALE OF APARTMENT (14)*

Owners cannot sell an apartment or interest in one without written approval of the Board of Directors, except to a present Belmont Court apartment owner. Board approval will be denied any applicant wishing to bring pets into Belmont Court. Condominiums may be acquired by a corporation or Partnership only under certain circumstances; details are provided in the Declaration of Condominium.

Owners wishing to sell their apartment must contact Resort Management, Inc.

and complete and return to them an Application for Membership in Belmont Court signed by both seller and prospective purchaser. The application must be submitted to Resort Management 30 days in advance of any proposed closing, to provide time for an appropriate investigation into the character, background and financial responsibility of the proposed purchaser. Final approval is made by the Board of Directors after a personal interview.

SWIMMING POOL AND POOL AREA (7)***

Owners and guests are expected to comply with the following rules:

1. The pool may be used between the hours of 8 AM and 10 PM only.
2. Children under twelve (12) years of age must be supervised by an adult at all times.
3. Only Owners, lessees and house guests may use the pool.
A house guest is defined as one who is on the premises at the specific invitation of an Owner. Owners, lessees, and house guests use the pool at their own risk. No lifeguards are provided.
4. Only non-breakable drinking or food containers (this includes glasses, bottles, cups or plates) are permitted in the pool area. In the interest of pest control, food is limited to snacks, appetizers and other cocktail party fare. Exception is made for Belmont Court social functions when proper clean-up is available.
5. When suntan oil, creams or lotions are used, an underlying towel must be spread to protect the poolside furniture. Poolside furniture, if moved should be returned to original location.
6. Floating toys and rafts are permitted in the pool if removed to owner's apartment promptly each time after use and not stored on balcony, stairwells or passageways.
7. There should be no running in the pool area, and games involving shouting and similar boisterous conduct must be monitored by the adults responsible for the participants and reasonable order maintained. No diving in the pool.

CHANGES AND ALTERATIONS (9)*

Owners may make such changes within their units such as interior painting, wall papering and or appliances at their own discretion. Any significant plumbing or electrical alterations that could impact any other condominium owner's property must be done by a licensed and insured contractor with required permits obtained. No material alterations, substantial additions, or changes to the exterior appearance to a unit shall be made without first obtaining the written approval of the Board of Directors.

Any major construction involving heavy equipment (jack hammers, grinding, high speed sawing or drilling equipment, etc.) that would lead to excessive noise, dust or general disturbance to residents is prohibited during the months of November, December, January, February, March and April. Please review the 2020 Amended and Restated Condominium Declaration of Belmont Court regarding changes to any condominium. It is especially directed to the fact that when a hard surface is laid down it transmits noise disturbing to the units below or next to it. With the exception of bathroom, lanai and kitchen floors, any hard-flooring surface laid down on a second-floor condominium must be padded

by a layer of sound-proof material. In the event of a sale, the owner of a unit that has already installed a hard surface of any kind, without of proper soundproof base, must so inform a buyer for the purpose of deciding the means for providing sound proofing so as to be satisfactory to seller, buyer and the Board of Directors.

AUTOMOBILE PARKING (8.1 A)*

Each owner has been assigned one parking space, numbered to correspond to his/her apartment. Except by written permission by the owner and the Board of Directors, owners must not park in spaces assigned to another. Owners of more than one automobile may park the additional car in a space designated for "Guest". It is the responsibility of owners to inform guests that guest parking is limited to spaces appropriately marked, and no other space should be utilized. For vehicles left on premises, duplicate keys must be available to the Manager.

The fifteen (15) covered parking spaces are assigned by the Board of Directors to those unit owners listed by the Board of Directors on a seniority-in-ownership basis. Upon a sale or transfer of a unit by an owner who has been assigned a covered parking space, the Board of Directors will reassign that parking space on the same seniority-in-ownership basis. Such reassignment will begin with those owners whose units are not currently assigned a covered or carport parking space. If there are no such owners interested in purchasing the available carport space, then those owners who are already assigned a covered space may purchase an additional covered space to a maximum of two spaces per unit owned. Carport owners may switch spaces if both owners agree and advise the Board of Directors in writing.

No commercial trucks, motor homes, RVs, off road vehicles, campers, boats, rafts, floats, boat trailers, house trailers or vehicles of any kind other than a family vehicle may be parked on the premises. Further details are described in the Declaration of Condominium section 10.10.

If your unit is leased, owner/lessor may not park on premises during lease term.

BOAT DOCKS (8.1 E)*

Owners of fourteen units have the exclusive right to use the seven Belmont docks and slips assigned to that particular unit. It is important that they do not detract from Belmont aesthetics, nor should boats moored hereby impede the view from the buildings.

1. No boat moored at a dock should be of a size which significantly impedes the view of the Bay from the swimming pool/courtyard area. If there is a question about whether a given boat complies with this provision, approval from the Board should be obtained before the boat is moored.
2. Likewise, boats are prohibited from being stored on a boatlift. If an owner has a proposal for securing watercraft other than in-water mooring, they must bring their plans for exception to the Board for consideration.
3. All docks should be maintained in a safe and good condition by their owners and should be kept free of litter.

4. Liability associated with docks is the responsibility of the owners. They are encouraged to insure themselves against such risk.

5. Docks/slips may be owned by or leased to Belmont owners only. Docks or slips may only be used by Belmont owners or appropriate persons under section 10.2 Amended Declaration; or guests while the owner is in residence. A lessee in residence may use the dock/slip appurtenant to that unit owned by the lessor for the time period of the lessee's lease. An owner may sell or lease any one-half interest in a dock to another Belmont Court owner, on whatever terms they agree. Any existing agreement contrary to this provision as of Jan. 1, 2021 will not be subject to the terms of this provision.

6. No individual(s) may stay overnight on a boat or other vessel moored at any of the docks at Belmont Court.

FISHING (7)***

Residents and guests who wish to fish may do so from the sidewalk along the seawall or any dock with the permission of the dock owners, provided always that such recreation does not in any manner interfere with other residents. Since Belmont Court, Inc. does not own any docks or piers, there are no arrangements for cleaning fish. Neither fish nor fishing equipment may be washed or cleaned on any part of the lawns or common ground.

LAUNDRY (7)***

The laundry facilities are available for use by owners and lessees only, and on a first-come, first-served basis between the hours of 8 AM and 9 PM .Users of the laundry should keep it clean and orderly. No unit owner should use more than two (2) machines at a time.

GARBAGE AND TRASH (7)***

Only household garbage should be placed into and tightly tied in plastic bags and taken to the dumpster on the east side of the parking lot and placed inside the dumpster. No garbage should be placed on the ground outside the dumpster.

No oversized items such as appliances or furniture may be placed in or around the dumpster and residents must call the solid waste division at 239-213-4700 for special pick up.

The following items may not be placed in or around the dumpster and residents must contact the solid waste division special pickup and pay any associated special charges:

- Plumbing fixtures
- Hot water heaters
- Cabinetry
- Drywall
- Carpeting and carpet pads

Concrete and brick
Tile and other masonry
Docks or fences
Plus, other demolition-type materials

Our sewer capacity requires that use of the kitchen disposal units be used with discretion and with ample amount of water.

Recyclable trash, newspapers, glass and plastic bottles, cans, etc. should be placed in marked bins west of the storage room. Recyclable items do not need to be separated. Plastic bags must not be placed in recycling bins or the storage room trash cans.

Only human waste should be flushed down the toilets. Toilets should not be used to dispose of sanitary products, dental floss or disposable diapers.

NOISE (7)***

In deference to all neighbors, residents should keep noise to a minimum, especially between the hours of 10 PM and 9 AM.

OUTSIDE COOKING (7)***

A barbeque grill has been provided by Belmont Court at the seawall for use by owners and lessees. Under no circumstance should there be any cooking or barbequing on balconies, sidewalks or court areas. All barbeque equipment must be cleaned when finished cooking, as well as replacing the grill cover after grill is sufficiently cooled.

SMOKING (10.16)*

Smoking is prohibited everywhere on the Association Property including within the units, on unit balconies, or anywhere on the common areas of the Association Property except at the outside designated smoking area located at the grilling area.

BALCONIES/CORRIDORS (10.9)*

Balconies and walkways should not be used for storage or for the drying/airing of bathing suits, towels or laundry of any kind. At no time, should articles be hung on balcony railings. Fire codes require that sidewalks, entrances, common use balconies, stairways and stairwells must not be obstructed or used for any purpose other than the ingress and egress to and from the premises. Personal property such as but not limited to bicycles and rafts may not be stored in those areas.

STORAGE (7)***

Bicycles and other personal property may only be stored in the storage room or owner's unit, not outside the building in common areas. Paddleboards and kayaks also cannot be stored in exterior common areas and must be stored in the unit, or on a

dock if they have use of one. Flammable or hazardous materials (i.e. paint thinner, turpentine, etc.) should not be used or stored in the building. ***Bicycles no longer usable should be removed from the storage area.*** A lessee in residence may use the storage room only during the time period of the lessee's lease.

PEST CONTROL (9.9)*

Belmont Court employs a pest control contractor. If access to individual units is necessary, the Resident Manager will arrange this. Should you have a pest issue in your apartment you may call Resort Pest Control (239-784-4827) at no cost for an inspection and/or treatment.

AIR CONDITIONING (9.4)*

Air conditioning units are inspected and checked on a semi-annual basis by an outside company. The cost is included in the semi-annual maintenance fee. Any extra repairs or replacements are at the Owner's expense.

WATER HEATERS, REFRIGERATOR WATER LINE & MAIN UNIT WATER TURN OFF (9.3 E)*

Owners must replace unit water heaters after in service for 10 years, otherwise they will be liable for any damages caused by a leak.

Owners must replace refrigerator water lines when replacing the refrigerator, otherwise they will be liable for any damages caused by a leak.

Owners must turn off main unit water supply valve when the unit will be unoccupied for 48 hours or more, otherwise they will be liable for any damages caused by a leak.

INSURANCE (15.1)*

Each unit owner shall obtain and keep in force homeowner's insurance for his own unit, and the personal property therein, and boat docks if applicable.

SKATEBOARDING, ETC. (7)***

Skateboarding, rollerblading or bicycle riding on sidewalks or pool deck is not permitted.

CABLE TELEVISION AND INTERNET (9.1)*

Belmont Court has entered into a long-term agreement with Summit Broadband to supply all 25 condominiums with Fiber Optic Cable television and high-speed internet services. The monthly charges for the base system are included in the owner's semi-annual payments to Belmont Court. Any additional services or devices are billed separately to the owner on a monthly basis. This is a requirement for all apartment owners.

SECURITY CAMERAS (10.14)*

Unit owners may maintain security cameras ***within*** their units or lanais. However, no security cameras are allowed that are positioned to film areas of the condominium property not directly related to their unit access point.

MANAGEMENT (Article II H)**

Belmont Court engages a professional management firm which provides financial and managerial support. Resort Management receives and pays Association bills, maintains our financial records, assists in securing bids for special projects, recommends and oversees outside contractors as necessary for Belmont Court and residents if needed, and coordinates apartment lease and sale arrangements. A property manager who periodically visits the facility and assists our Resident Manager in dealing with outside vendors is assigned to Belmont Court.

GENERAL

Our Resident Manager will be responsible for routine grounds and building maintenance activities. He additionally has a list of duties that include periodic checks of vacant condominiums and will take such other measures as necessary to facilitate building safety and security. ***The resident manager must be advised by the owner at least 24 hours prior to any occupation of their unit.***

It is hoped that all residents will make a sincere effort to comply with these Rules and Regulations which as approved and adopted by the Board of Directors are intended for the benefit of all. Questions concerning these rules should be directed to a member of the Board. It is important that owners be certain that their guests and/or lessees receive a copy. Additional copies may be obtained from:

Resort Management
2685 Horseshoe Drive S, #215
Naples FL. 34104.
Ph 239-649-5526.