

BELLA COSTA
AT
MEDITERRANEAN MANORS
CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS
&
HANDBOOK FOR RESIDENTS

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HANDBOOK FOR RESIDENTS
Including Rules & Regulations

I. INTRODUCTION

WELCOME! We hope that you enjoy Bella Costa at Mediterranean Manors.

A. Living in a condominium is different from living in either single-family homes or rented apartments. In a condominium you must make compromises and adjustments in your life style to meet with the practices in condominiums. When you do, you will find that you have 800 or more congenial neighbors. In addition you will find a helpful condominium organization and a Board of Directors who are dedicated to the same goals.

B. Pursuant to Florida Statutes, the following Rules and Regulations have been duly adopted by the Board of Directors of Bella Costa Mediterranean Manors Association (the Association) and shall remain in effect until amended in part, or replaced in whole, by the Board of Directors.

C. The purpose of these Rules and Regulations is to establish procedures to assure that residents will be able to enjoy their condominium home located in Bella Costa and the use of the Mediterranean Manors facilities in a pleasant and harmonious environment. Since residents and their guests adjust to these differences from other life-styles and accept new responsibilities.

D. All unit owners, lessees, and guests, ("residents") of the condominium unit, shall be governed by Florida Condominium Statutes, by these Rules and Regulations and by the Rules and Regulations of Mediterranean Manors with regard to use of the commonly used facilities and recreation facilities. In addition residents are obligated to follow the duties set forth in the Bella Costa Declaration of Condominium, the Association's Bylaws, Articles of Incorporation, and any amendments to these documents.

E. All residents are expected to become familiar with the Rules and Regulations. Bella Costa at Mediterranean Manors is comprised of numerous individuals with various differences in ages, interests, etc. Respecting the rights of others is essential when many people live closely together. Please advise guests, visitors and tenants of these Rules and Regulations. All owners have both the right and a duty to help enforce them.

F. When you see a crime, vandalism, or suspicious activity being committed in Bella Costa or anywhere in Mediterranean Manors call the Pinellas County Sheriff 582-6177 or 911 in the case of a serious crime. Remember that you own the common ground and buildings in Bella Costa and pay to maintain the Mediterranean Manors recreational facilities and commonly used facilities and are protecting your property and interests.

G. These Rules and Regulations may appear to be lengthy and detailed. However, it is important to read them, as they will be strictly enforced.

II. GENERAL INFORMATION

- A. Owners who are in residence for only a part of the year must provide the Association written notice of their off season address and should also complete a "Change of Address" card for the Post Office.
- B. When more than one owner owns a unit, the owners must agree who is to vote in matters affecting Bella Costa. A voting Certificate designating the voter must be recorded with the Association before any vote is valid for that unit.
- C. Water conservation must be exercised at all times. Follow the City of Dunedin use restrictions regarding car washing, etc. Violators are subject to arrest and fines. Maintain all water, toilet and plumbing facilities in your unit to avoid leakage. You must shut off the main water supply valve leading to your unit if you are leaving for an extended period of time. Unit owners will be held legally liable for damage to any unit or units affected by leakage whose origin can be traced to your unit.
- D. For those of you arriving for the first time, we recommend that you contact the Recreation Club at Mediterranean Manors. It offers a fine assortment of social and recreational activities.
- E. No advertisements, notices, or circulars shall be distributed on the condominium property without prior written approval of the Board of Directors of Bella Costa and the Board of Governors of Mediterranean Manors, (the Master Association).
- F. The Master Association business office cannot take messages for you, receive packages, handle mail in your absence, or forward mail.

III. EMERGENCY ACCESS

- A. According to Florida state law the Association has the irrevocable right of access to each unit for maintenance or emergency conditions. The owner shall provide the Association with a key for the Association's use pursuant to it's right to access. No apartment owner shall alter any lock or install a new lock or a knocker on any door on the premises without the written consent of the Association or the Association's agent. In case such consent is given, the apartment owner shall provide the Association with an additional key for the use of the Association pursuant to its right of access to the premise.
- B. Every unit owner is responsible for any damages incurred resulting from the forcible entry of the Association due to an emergency and such forcible entry was required due to the Owner's failure to provide the Association with a key to the unit as set forth in the preceding paragraph.

IV. MAINTENANCE

- A. Issues regarding the service of the condominiums shall be made in writing to the Board of Directors of Bella Costa and must be signed.
- B. No unit owner or resident shall direct, supervise, or in any manner attempt to give instructions to or assert any control over the employees or vendors of the Association or the Master Association.

V. PAYMENT OF FEES

Your maintenance fees are an annual obligation payable in monthly installments, due on the first of each month. A late penalty will be assessed. We will provide you with the information to arrange automatic withdrawal of your monthly fee from your checking account. Alternatively, you can mail your payment directly to Bella Costa at Mediterranean Manors Condominium Association, Inc., 5450 Bruce B. Downs Blvd., #301, Wesley Chapel, FL 33543 with your unit payment coupon.

VI. SAFETY AND HEALTH

- A. Fire exits shall not be obstructed in any manner. By order of the Fire Marshall, all sidewalks, walkways, entrances, and all of the common elements must not be blocked or used for any purpose other than entry to and departure from the premises. No toys, shopping carts, lawn or other furniture, carriages, bicycles, wagons or other similar objects shall be kept on the common elements including walkways and entrances.
- B. No flammable or explosive fluids, combustible, chemical or other substance shall be kept in any unit, garage, patio or storage area except such as are required for normal household use.
- C. The use of barbecues and other types of cookers are not permitted on balconies, walkways, courtyards and garages. (This does not include townhouse patios.)
- D. No apartment owner shall allow anything whatsoever to fall from the window or doors of the premises, nor shall they sweep or throw from the premises any dirt or other substance into any of the corridors or halls, elevators, ventilators or elsewhere in the building or upon the grounds.
- E. Garbage should be placed in City supplied trash containers before putting it out for collection to avoid attracting rats or cockroaches and creating odors. Cartons should be flattened before putting them into the receptacle. No trash or refuse is to be placed on top or outside of the trash receptacles. Receptacles must be kept closed except while depositing items.
- F. The disposal of large items resulting from remodeling projects, e.g., appliances or carpeting is the responsibility of the unit owner.
- G. Any unit that will be vacant for two or more consecutive months, or during the months of June

through November (the hurricane season), shall have removed all furniture, plants and other objects from the balcony, porch, patio and entryway. The Association shall be notified of a responsible firm or individual, if other than the unit owner, to care for the unit in the event of an emergency. If this is not done, the Association will assess owners for reasonable charges.

H. **Do Not Feed the Animals.** The feeding of wildlife is prohibited. Please do not feed the wildlife (birds, squirrels, raccoons) or stray cats and dogs, etc. There is a strong possibility that these animals carry infectious diseases. Feeding these animals encourages them to approach other humans for food, presenting a continuous annoyance and a danger to everyone. Additionally, some have become aggressive enough to attempt entry into some units.

VII. RENTALS, LEASES, AND SALES AND GUESTS/TENANTS

A. Bella Costa is a residential community and not a rental community. The Association does not handle rentals but applications for prospective tenants are subject to approval by the Board of Directors. If you accept payment from a guest you are required to have a license from the City of Dunedin for transient rentals. The State of Florida (Law 212.03) requires owners to register transient rentals of less than six months with the Florida Department of Revenue, 19337 U.S. Highway 19 N, Clearwater, FL and to collect sales tax on such rentals. Your Association cannot handle this for you.

B. All residents should have a Declaration of Condominium Section 12. Use Restrictions and a copy of the Association's Rules and Regulations and the Mediterranean Manors Condominium Association Rules and Regulations. These restrictions in the governing documents run with your ownership or leasehold and are binding on you and your tenants, guests and invitees. Buyers and lessees and visitors shall receive a copy of the Rules and Regulations for their review prior to the execution of the sale or lease application. A signed acceptance of the Rules and Regulations of both Bella Costa at Mediterranean Manors Condominium Association, Inc. and Mediterranean Manors Condominium Association, Inc. must be provided to the Association office before occupancy. You should review both the Declaration and the Rules and Regulations before you lease your unit or invite guests during your absence.

C. The Unit Owner must complete an application for sale or lease of a Townhouse. Guests or other persons staying more than (14) fourteen days when the owner is not in residence are classified as tenants and such parties shall meet all requirements of tenant approval. Unit owners must complete an application for such tenants. Applications must be submitted in writing at least fifteen (15) days prior to occupancy or property transfer, together with a copy of the signed lease, the name(s) and address of the intended purchaser or lessee or tenants and valid identification of all proposed residents including their signatures authorizing criminal background checks, and such other information as the Association reasonably may require. The prospective buyers or lessees must completely fill out the Association Application, including signing and returning the fully completed application to the Association Office for approval. All application fees including the processing fee as established by the Board from time to time must be submitted with the application as part of the complete application package.

1. An application fee of one-hundred (\$100) dollars or as revised by the Board of Directors from time to time, as allowed by law, is required for the sale or lease of an Apartment/Townhouse by the owner to reimburse the Association for expenses incurred in connection with its approval of each sale or lease.

2. No sale or lease of any unit will be approved if the Unit Owner is delinquent in the Unit's Maintenance fee and/or special assessment.

D. A Unit Owner as lessor and the lessees shall be jointly and severally liable for all damage of any kind whatsoever, including court costs and reasonable attorney's fees incurred by the Association as a result of such lessee failing to comply with any provision of the Florida Condominium Act, the Florida Residential Landlord and Tenant Act, the Declaration of Condominium, the bylaws of the Association and of the Rules and Regulations. In connection therewith, it is understood and agreed that the acceptance of the Association's approval of any lease of a unit by the owner and the lessee (as evidenced by the commencement of such tenancy) shall constitute the automatic appointment by the Unit Owner of the Association as his attorney-in-fact to act on his behalf in connection with the enforcement of any of the rights given to the landlords under the Florida Residential Landlord and Tenant Act, and it is further understood that this appointment shall be irrevocable by the owner during the duration of the tenancy.

E. The Association has the right to inspect a unit, prior to sale or lease, to determine if damages exist that might affect neighboring units.

F. Leasing of a condominium unit by an owner is not prohibited; however, at least fifteen (15) days prior to occupancy, the owner shall make such request, in writing, to the Board of Directors setting forth all names of the lessee(s) and proposed residents, provide a copy of the Rental Agreement, and supply all information as may be reasonably required by the Association.

1. No leases or rentals of a Unit shall be permitted until after the unit owner has held title for a period of twelve (12) months.

2. An owner may lease a Townhouse for not less than thirty (30) days, and for no longer than a maximum of twelve (12) months.

NOW 4 MONTHS

3. At the end of the initial lease term, the lessee, with the concurrence of the lessor and the association, may choose to hold over the tenancy on a month-to-month basis or renew the lease agreement for another minimum term or longer, the Association reserves the right, in its sole discretion, to require an updated review of the application and re-approval of the lessee or residents when the Association deems it advisable.

4. An owner may not re-let the same Townhouse within four (4) months from the date of termination of the original lease agreement. However, if an owner can prove to the satisfaction of the Board of Directors that the lease agreement entered into was in good faith and that the

tenant, without fault of the owner, unilaterally breached the lease agreement and violated its terms, the owner may be entitled to re-let the Townhouse within 4 months of the termination of the original lease term.

5. A Bella Costa Lease approval form must be executed by the lessor and lessee and attached to the lease as a prerequisite to approval of the lease. The necessary documents are available in the Association office. A prospective lessee signing such approval form covenants that any occupant under the lease agreement shall abide by the Bella Costa Declaration Of Condominium and the Bella Costa and Mediterranean Manors Rules and Regulations and the named lessee and the lessors shall be responsible for any violations thereof.

VIII. VEHICLES AND PARKING

A. Each unit has a garage and a driveway and all vehicles of the residents of a unit must be parked inside of the garage or in the driveway. All residents shall first utilize the garage for parking.

B. No commercial vehicles indicated by the signage, equipment or promotional material thereon, or any boat, house trailer, boat trailer, mobile home, camper, recreational vehicle, or trailer of any other description shall be parked in any parking space, or on Bella Costa or Mediterranean Manors property unless approved by the Board of Directors. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick up, delivery and other commercial service.

C. No inoperable or wrecked vehicle may be parked on Condominium property.

D. No unit owner or resident occupying a unit shall be permitted to park vehicles at any time on the common elements, or the Master Association's common elements unless written permission has been obtained from the Association or the Master Association.

E. No unit owner or resident shall maintain on the Condominium property any two-wheel or three-wheel motorized vehicles, including but not limited to all-terrain vehicles and motorcycles without written consent of the Board of Directors.

F. Unlicensed vehicles or vehicles with expired license tags shall not be permitted to be parked on Association property except with written permission of the Board of Directors.

G. Any vehicle improperly parked may be towed without notice at the expense of the vehicle owner. The Board of Directors of the Association or Master Association may initiate the towing of any vehicle.

IX. RECREATIONAL AREAS

A. Use of the Recreational Areas at Mediterranean Manors is a privilege and is conditional on the observance of the Rules and Regulations established. Persons failing to abide by these Rules and

Regulations shall be subject to such penalties as may be deemed advisable by the Board of Directors of Bella Costa or the Board of Governors of the Master Association, including, but not limited to, temporary or permanent suspension of rights of usage.

B. Use of the pool at Mediterranean Manors is at the sole risk of the user and owner. Bella Costa and Mediterranean Manors Association assume no liability for the use or misuse thereof. The pool is unsupervised and the Mediterranean Manors Association employs no lifeguards.

C. All persons utilizing the facilities at any recreation area shall observe posted rules at all times. Adult condominium residents shall be held responsible for the behavior, actions and/or damages by guests and minor family members.

D. Persons under the influence of alcohol or a controlled substance are not permitted in Recreation Areas.

E. Picnic tables, benches, and pool and patio furniture shall not be removed from designated areas. All trash must be placed in the garbage cans provided.

F. No unit owner, tenant, guest, or other individual shall operate, launch, or operate any jet-ski type watercraft from any portion of the condominium property into any waters, abutting said condominium property.

G. Overnight guests will be afforded the use privileges with regard to the recreational amenities as is afforded the residents.

H. Visitor groups numbering over 10 persons using the picnic grove and/or beach are prohibited from using the swimming pool due to limited capacity of said pool.

I. Neither clubhouse will be rented. Functions must be available to all residents except in the case of meetings or other special functions scheduled by the Board of Governors of Mediterranean Manors.

J. The use of any amenity, including the picnic grove and/or beach, is not available to any business, civic or church group or any group of similar nature.

K. An owner who rents his unit is not entitled to use the amenities during the term of the lease.

L. An adult must accompany any guest, or resident under the age of fourteen (14) using the Manor club recreational facilities.

M. Rules for use of the tennis court are posted at the Court.

N. Rules for use of the Manor Clubhouse or Cove Clubhouse are posted inside these clubhouses.

X. SWIMMING POOL RULES

- A. No diaper age babies are allowed in the pool at any time.
- B. Children under 14 years of age must be supervised by a responsible adult while in the pool area. Adult means 18 or older.
- C. Shower before entering the pool. If you use suntan lotions, shower before re-entering.
- D. No alcoholic beverages or food are allowed in the pool area.
- E. Non-alcoholic beverages are allowed in non-breakable containers. NO GLASS
- F. No horseplay allowed and games are restricted to pool conditions.
- G. Only swimsuits are allowed. No cut-off jeans, shorts, etc. Use of scuba equipment or boats is not permitted.
- H. The deep-water end of the pool is for good swimmers only.
- I. The pool **MUST** be vacated immediately during storms.
- J. Trespassing not permitted.
- K. Swim at your own risk.
- L. Diving into the pool is prohibited.

XI. POOL KEYS

- A. One pool key is issued to each Unit, to be utilized by all residents of that unit.
- B. No one is admitted to the pool without a key.
- C. Your pool key also fits the outside lavatory and the Manor Club.
- D. Overnight guests may use the pool with the key from the owner or renter. Day guests must be accompanied by an owner or resident.
- E. If a pool key is lost or stolen, it will be replaced at a cost of \$25.00.

XII. BULLETIN BOARDS, COMMUNITY CHANNEL AND WEBSITE

- A. The Official Bulletin Board of Mediterranean Manors Association is located inside the Manor Clubhouse. The minutes of Board of Governor's meetings and other official information will be posted thereon.
- B. Check TV Channel 21 and the website www.communityzero.com/medmanors for current information on Mediterranean Manors Association, Inc.

XIII. PETS

- A. Occupants in the Bella Costa complex may maintain or keep in any of the townhomes one cat and/or one dog. Any resident who permits his/her pet to be a disturbance to other residents may be required to permanently remove such pet.
- B. Dogs residing in Pinellas County are required to be licensed by the Pinellas County Animal Control Center. Bella Costa pet owners must register their dogs and cats and provide a copy of the current license to the Bella Costa Board of Directors. Dogs or cats, when outside the condominium unit, must be leashed.
- C. Other pets such as goldfish, tropical fish and the like, and such birds as canaries, parakeets and the like, are permitted, provided that they are not kept or bred or maintained for any commercial use. Visitors may not bring a pet onto Association properties or into the units.
- D. No exotic pets such as snakes, raccoons, skunks, ferrets, etc. are permitted in Bella Costa at any time.
- E. The owner shall dispose of pet excrement immediately.
- F. Do Not Feed the Animals (See Safety and Health, Section I)

XIV. NOISE

No unit owner, lessee or resident shall make or permit any disturbing noises in the building, nor shall their family, employees, and visitors, nor shall an owner, lessee or resident do or permit anything by such persons that will interfere with the rights, comforts or convenience of other residents. No resident, family member, employee or visitor shall play any musical instrument or operate a television set or radio on the premises in such a manner as to interfere with the rights of other residents. Moreover, the volume of the foregoing shall be lowered at 10:00 p.m. each evening.

XV. CHILDREN

- A. When children under the age of 14 use the recreational facilities, a responsible adult must accompany them.
- B. Children shall not play in public halls, stairways or elevators.
- C. Bicycles, tricycles, regular and in-line roller skates, scooters and skateboards are not permitted in hallways, on walkways, tennis courts, bocce court or shuffleboard courts.
- D. Resident adults are responsible legally and financially for the actions of their minor children and their children's guests.

XVI. APPEARANCE

- A. Outdoor clotheslines are not permitted and no linens, clothes, rugs, mops or laundry of any kind shall be hung or shaken from any window, door, balcony, porch, patio or exposed on any part of the limited common elements or common elements.
- B. The limited common elements shall be kept free and clear of rubbish and other unsightly material.
- C. No sign, advertisement or other notice (excepting authorized official Association notices) shall be exhibited, affixed, or displayed on any part of the common elements, including mail boxes; on limited common elements; in vehicles; or in any condominium unit in such a manner as to be visible from the outside of the unit, without the prior written approval of the Board of Directors.
- D. The Board of Directors may remove, at the owner's expense, any object or decoration in the common elements that may be objectionable.

XVII. ALTERATIONS

A. Structural changes within the Unit require the approval of the Board of Directors. No balcony, porch or patio may be screened or enclosed without the approval of 75% of the Board of Directors and then 75% unit owner approval per Article 7.1(b)(2) of the Declaration of Bella Costa.

B. There shall be no cabinets, sheds, swimming pools, jacuzzis, hot tubs, spas or other adjunctive appurtenances placed on any of the common or limited common elements of Bella Costa without the written consent of the Board of Directors.

C. No plants, shrubbery, flowers, vines or grass shall be grown on the common elements of Bella Costa by any unit owner or resident without the prior written approval of the Board of Directors. The Board of Directors reserves the right to limit the growth of any plants by individual residents on the outside limited common elements, (porches, patios, balconies). If the area is unsightly and detracts from the beauty of the community, after written notice, the Board may order the area cleared at the expense of the owner.

D. No awnings or other projections shall be attached to the outside walls of the building and no blinds, shades, or screens shall be attached to or hung in, or used with any window without the prior consent of the Board of Directors. Storm shutters, as approved by the Board of Directors are exempt from this Rule.

E. No radio or television installation shall be made that would require infringement on the common elements without approval from the Board of Directors, except as may be required by law.

F. No outside antennas or discs may be erected on the roof, exterior walls or extend from the windows or any other part of the building exterior without approval from the Board of Directors, except as may be required by law.

XVIII. BOATS

All boats moored off Association shoreline must be registered with the state and with the Master Association office. Boats not properly identified will be removed.

XIX. BICYCLES

A. Bicycles shall only be kept and stored within individual units.

B. Bicycles may not be ridden on lawn areas.

XX. RULE ENFORCEMENT POLICY

A. It is the responsibility of all unit owners of Bella Costa at Mediterranean Manors to abide by these Rules and Regulations and to insure compliance by their guests and residents.

B. When a violation to these Rules and Regulations is observed, it must be reported in the following manner:

Report to the Association office, in writing and include, where possible, names, unit numbers, license numbers, dates, times, places and the rule violation involved.

C. The Association will follow-up on all violations. The Board of Directors shall have several avenues available, including possible legal action. When rule violations are documented and compliance has been requested, but not achieved, the Board of Directors, on behalf of the Association, may sue the unit owner and/or tenant involved. Where such action results in a judgment in favor of the Association, the unit owner involved shall be responsible for all court costs and Association legal fees.

D. When applicable, the Rules and Regulations of Mediterranean Manors Association, Inc. apply to all units in Bella Costa at Mediterranean Manors Condominium for the common and/or recreation areas, and the 400 existing condominiums within Mediterranean Manors and the Master Association-owned properties consisting of all common facilities, Master Association Facilities and Recreation Property. The Bella Costa at Mediterranean Manors Rules and Regulations do not apply within the properties owned by The Reserve at Mediterranean Manors or the other condominiums not located within Bella Costa at Mediterranean Manors Condominium.