

**Bellagio on Venice Island  
Homeowners Association, Inc.**

**Rules & Regulations Regarding**

**the**

**Use of Recreational Facilities**

**Sale/Transfer of Property**

**Leasing of Property**

**Architectural Review**

**Grounds, Landscaping, and Irrigation**

**Revised 9-7-2025**

**DEFINITIONS:**

ARC – Architectural Review Committee

CAM – Community Association Manager

BHOA – Bellagio Homeowners Association

LMR – Lot Modification Request

BOD – Board of Directors

Member - Homeowner

BOVI – Bellagio on Venice Island

PMC – Property Management Company

BOVI HOA – Bellagio on Venice Island Homeowners Association

**CURRENT PMC:**

Sunstate Association Management Group  
PO BOX 18809  
Sarasota, FL 34276  
www.sunstatemanagement.com  
Phone: 941-870-4920 x203  
Email: teambrian2@sunstatemanagement.com

**CURRENT CAM:**

Brian Riverbank  
Phone: 941-870-4920 x203  
Email: brian@sunstatemanagement.com

**Bellagio on Venice Island Homeowners Association (BOVI HOA)  
Rules & Regulations Regarding**

**Use of Recreational Facilities**

This regulation is to promote the safe, harmonious, and equitable use of the common recreational facilities in the Bellagio Community. The Clubhouse and the Pool, Exercise, and Tennis/Pickleball (PET) Committees are authorized by the Board to administer these provisions.

**Rules for Gates and Clubhouse Access**

1. Each Member of the BHOA is provided with an access code for the front door of the Clubhouse and the walking gates and other Clubhouse doors. The Clubhouse is for the exclusive use of Members, their families, guests, and lessees.
2. The access code should not be shared with persons who are not Members, their families, guests, or lessees.
3. Any electrical, mechanical, equipment, or security problems noted with Community facilities should be reported to the Property Management Company (PMC).

### Rules for Use of the Swimming Pool

1. The hours for operation and use for the pool are from dawn to dusk.
2. Phones for emergency use are available inside the clubhouse and on the lanai by the sink.
3. Use of the pool is at the risk of the user. There are no lifeguards on duty.
4. A Member or lessee must be present at all times when guests or children under thirteen (13) are present.
5. Infants and non-continent persons **MUST** use sealing protective clothing. Diapers are not permitted.
6. Bathers should shower before using the pool.
7. Running, jumping, diving, or horseplay is not permitted.
8. Smoking is not permitted.
9. Breakable containers, glass, and alcohol are not allowed in the pool area.
10. Animals are not permitted inside the gate around the pool.
11. Life preservers are available for emergency use only.
12. All persons must follow the posted directives regarding pool use.
13. Use of the pool area is not permitted whenever the pool is closed by use of signs, security tape, cover, or other means.
14. All persons must follow the directives of pool service personnel.
15. All persons using the pool must pick up after themselves including all that was brought in, return chairs/tables back to where they were and close umbrellas. Report any issues to PMC.
15. The last person departing should ensure that all doors are locked.

### Tennis/Pickleball Court Rules and Regulations

1. The tennis/pickleball court is reserved for play from dawn to dusk for 90-minute play times. All Members are welcome to play regardless of ability.
2. Members and their guests must wear appropriate dress: no abbreviated attire, sandals, bathing suits, or cleated sneakers.
3. Members/guests under the age of seventeen (17) must be accompanied by a responsible adult.
4. Playing times are restricted to blocks of ninety minutes [90] and are on a first come, first serve basis. Other than the standard reserved Community play. Reserve court(s) by emailing PMC.
5. The maximum lead time to reserve the court is seven [7] days in advance.
6. A Member reserving the court for play must be in attendance for the ninety minutes [90] period for which s/he has sign up and for which s/he is responsible. No Member is permitted to reserve the court for another Member who is not present even with the other Member's knowledge and/or permission.
7. Each household is limited to one [1] reservation per day, each day and to no more than three [3] reservations in the same block of time per week. If, however, no one has signed for the court on the day in question, the court will be considered open for play on that day for a second time by said household.

8. Any Member who has signed for a court but has not taken possession of the court within 15 minutes of his/her scheduled time will forfeit use of the court for that block of time and the court will be considered open for play.
9. Courts must be left neat. Report any issues to PMC.
10. Each Member is permitted to bring three (3) guests for play.
11. Renters assume the same court privileges as Members.
12. The tennis/pickleball courts cannot be used for commercial purposes.
13. The PET Committee is delegated the responsibility to insure the equitable use of the tennis/pickleball courts for all Members in the Bellagio Community by the HOA Board of Directors. Therefore, it is the responsibility of the PET Committee to establish the scheduled blocks of time for which Members can sign-up to play.
14. The PET Committee reserves the right to schedule events for Members for a limited number of times in advance of the seven [7] day signup restriction. [See rule #5.]
15. Members who violate the rules are subject to loss of privilege to be determined by the Board. Any Member or their guests caught vandalizing the courts will have the restoration cost charged to the Member.

#### **Rules for Use of the Exercise Room**

1. The exercise room is available seven (7) days a week from 5 AM to 11 PM.
2. Maximum time for the use of a single piece of equipment is 30 minutes when others are waiting.
3. Use of the equipment is at the risk of the user.
4. Children under thirteen (13) years of age are not permitted to use the equipment. Children 13-16 of age may use the equipment under the supervision of an adult who is present.
5. Smoking is prohibited in the exercise room, the patio and pool areas.
6. Food is prohibited in the exercise room.
7. Phones are in the clubhouse and on the lanai for emergency use.
8. Fire extinguisher and defibrillator are inside of front door
9. Users must be Members, Member family members, or tenants. Guests may use the equipment only when the Member, family member or tenant is present.
10. Leave the interior door open for circulation. Outside doors should be closed after use, television and lights turned off upon departure. Ceiling fan should be left running on "Low". In coordination with other pool or clubhouse users, all doors, windows and any other building openings should be closed and locked and lights extinguished if you are the last one leaving the area.
11. Members must leave the room neat and report any problems to PMC.

#### **Rules for Use of the Clubhouse**

1. The clubhouse is open to all Members every day except when reserved for an HOA or an exclusive use function. Hours of operation are 5 AM to 11 PM, subject to revision as required

by the Clubhouse Committee upon notice posted on the doors. The use of the clubhouse includes the lanai and the kitchen.

2. The last person to leave should lock all doors, windows, and other openings, and extinguish all lights. (Locking of doors, windows, and other building openings, and extinguishing lights should be coordinated with pool and workout room users). Animals (except working dogs) are prohibited.
3. Member, Member relative, or lessees must be present with guests.
4. Animals (except working dogs) are prohibited.
5. Users should clean up after each use, including the rearrangement of chairs to the original position. Trash bags should be sealed, and trash removed immediately.
6. Leave no food or alcohol in kitchen, including the refrigerator.
7. Smoking is prohibited inside the clubhouse, outside near doors, and the lanai, patio, and pool areas.
8. The library is open for Members, family members and lessees unless a private reserved function is occurring. No sign out of books is required and current contributions are invited.

#### **Rules for Reservation of Clubhouse Facilities**

1. The BHOA and Clubhouse Committee may reserve the facility for activities that are open to the Community (Community Activity).
2. Reservations for exclusive use of the Clubhouse facilities by Members are on a first come, first served basis and are made through the PMC by completing and submitting the Bellagio Homeowners Association Clubhouse Use Reservation Form and required deposit. Form is below.
3. The Clubhouse is a shared resource. In the event of a possible scheduling conflict, members should be considerate of other members and flexible in sharing the facilities.
4. If an HOA Member, the HOA Board, or the sponsor of a Community Activity such as the Social Committee wants to schedule a one-time event that would otherwise conflict with an already scheduled recurrent function, the parties will first attempt to reach an agreement, using the Clubhouse Committee as a resource, if needed. If still unresolved, the Clubhouse Committee will make a determination.
5. Each reservation requires a deposit of \$150. Checks should be made payable to *Bellagio on Venice Island HOA*. A dropbox is located next to the men's room. The deposit shall be returned if no special cleaning or damage repair is required and deducted. Damage repair or cleaning costs in excess of the \$150 deposit will also be billed.
6. HOA Members, Member relatives, and qualified lessees may make reservations and must be present during the activity, restoration, and lockup following the activity.
7. New Year's Eve and Day, Easter, Memorial Day, July 4, Labor Day, Thanksgiving and Christmas Eve and Day holidays are not eligible for exclusive use reservations. However, if no Community Activity is scheduled by thirty (30) days prior to the holiday, the clubhouse may be reserved for private use on a first come first served basis. Requests received simultaneously will be selected by a drawing.

8. A reservation provides exclusive use of the clubhouse including the clubhouse meetingroom, lanai, kitchen, and library. The exercise room, swimming pool, and tennis/pickleball court(s) remain open for use by all members.
9. Notice of exclusive use reservations must be posted by the person reserving the facility on the clubhouse entrance door at least one (1) week in advance and specify the date and time of the reservation.
10. Reservation holders are to restore the facility to its state prior to the reservation, including bagging and removing trash, including trash in the restrooms; shutting off all electrical components, and making sure doors are shut and locked upon leaving. Users should provide their own trash bags.
11. The Clubhouse is a resource shared by all Members, often used during any given week between regularly scheduled cleanings. A person who has an event scheduled is responsible for inspecting the facility before the event, with sufficient advance time to correct any housekeeping issues themselves, or in cooperation with the prior user if necessary.
12. Other Community Members may have access to the swimming pool, exercise room, and rest rooms during private reservations of the clubhouse. Other Members should show consideration and respect for the persons attending the exclusive use reservation event and defer use of the library.

**BOVI HOA Clubhouse Use Reservation Form**

Name \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

Date requested \_\_\_\_\_ Today's date \_\_\_\_\_

Hours of use including prep/cleanup From: \_\_\_\_\_ To: \_\_\_\_\_

Occasion of gathering \_\_\_\_\_

Number of people at event \_\_\_\_\_

Reserved with \_\_\_\_\_ Deposit paid \_\_\_\_\_ Check # \_\_\_\_\_

I understand and agree to the following responsibilities:

- Post a Notice at front entry door one (1) week in advance of use.
- Remove all garbage including that from restrooms immediately.
- Wash all tables and countertops.
- Leave floor clean.
- Return furniture to normal use arrangement.
- Be out before security alarm activates at 11 PM.
- Shut off all lights/water.

· Lock ALL doors, windows.

I am aware that other Members, guests and lessees may use the pool, workout room and ~~rooms~~ during my reserved time.

**Note:** *The Clubhouse is owned by the BOVI HOA and maintained by funding from all of the Members' assessments. There is no usage fee charged to Members for the use of the Clubhouse for private events. Members are required to pay the deposit. The Clubhouse is cleaned on a weekly basis, usually on Mondays, and there is no provision for "off-cycle" cleanings. Since there are usually many events in a given week, it is possible that the facility may not be "squeaky-clean" for your event. It is suggested that you make an inspection of the clubhouse in the hours before your event. If you find the clubhouse not meeting your requirements, feel free to spruce up as necessary. Cleaning supplies are stored in the anteroom closet.*

SIGNATURE \_\_\_\_\_

Return completed form to any one of the Clubhouse Committee members. Your deposit will be returned after the committee determines that clubhouse has been left in good condition

**BOVI HOA  
Sale/Transfer of Property**

This regulation defines the procedures and requirements for the sale or transfer of individual lots and homes within the Bellagio Community. It enables the HOA to be apprised of sales and transfers in a timely manner, and to ensure that existing obligations of the current Owner are met.

**General Provisions:**

1. The Owner proposing to sell or transfer ownership interest shall provide to the buyer the Sale/Transfer form. The Buyer shall submit to the HOA PMC the required information no less than seven (7) days prior to the proposed transfer or sale. The form shall be accompanied by a non-refundable \$25 fee.
2. The current Owner is responsible for all fees, assessments or other payments due or owed to the HOA and these obligations must be satisfied prior to the transfer or sale. (This includes the management company estoppel fee, any prior special assessments, and other obligations for the year for which installments have been authorized.)
3. The PMC shall review and either accept or reject the form within five (5) working days. Upon action, the PMC will notify the present Owner and the BOD. The form may be rejected only where the required information is missing, or demonstrably incorrect, or where the current Owner is in arrears for any fees, assessments, or other payments. If the Owner has not received a response from the PMC within ten (10) days of submission of a completed form, he/she may proceed with the sale or transfer.
4. A sample of the current form for submitting information on a Sale/Transfer of Property is below and may be updated from time to time by the BOD.

**BOVI HOA  
INFORMATION FORM FOR SALE/TRANSFER OF PROPERTY**

This form, fully completed in compliance with the *Covenants* Article VIII, Section 10, must be submitted at least seven (7) days prior to the anticipated closing date, accompanied by a nonrefundable fee of \$25.00 payable to Bellagio on Venice Island HOA, Inc. All entries should be typed or printed, and the form submitted to PMC.

The undersigned proposes to transfer ownership of Lot Number \_\_\_\_\_ located at

Address: \_\_\_\_\_ as identified below, and the undersigned does hereby submit the following information to the BOVI HOA, Inc., and states that the following information is true and correct.

Name of Seller: \_\_\_\_\_ Current Active Phone #: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Current Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_

Name of Proposed Buyer(s): \_\_\_\_\_

Current Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_

Current Phone #: Home: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ Business Phone #: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Permanent Address (after acquisition): \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_

Closing Agent (Title Company and Address): \_\_\_\_\_

Business Phone #: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ Closing Date: \_\_\_\_\_

Name of Buyer(s) Realtor: \_\_\_\_\_ Business Phone #: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Name of Seller(s) Realtor: \_\_\_\_\_ Business Phone #: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Proposed Occupants Information: Names of All Occupants and Permanent Guests:

First and Last Name: \_\_\_\_\_

First and Last Name: \_\_\_\_\_

First and Last Name: \_\_\_\_\_

First and Last Name: \_\_\_\_\_

First and Last Name: \_\_\_\_\_

The undersigned Seller has provided, and the Buyer has received a copy of the BOVI HOA, Inc. Declaration of Covenants, Conditions, Restrictions and Easements; Articles of Incorporation; Bylaws; Rules and Regulations; and understands and agrees to abide by the provisions, responsibilities and restrictions that are placed on each unit Owner (Member).

***It is the responsibility of the new Owners to get the gate openers, clubhouse door code, clubhouse back door key and pedestrian gate code from the Seller. Failure to obtain the opener and keys from the Seller will result in a fee of \$25.00 to the new homeowner for each key replaced.***

I/We hereby authorize the Association’s Agent to obtain from the Closing Agent (Title Company) a copy of the deed upon transfer as evidence of the change in ownership. I/We understand that any outstanding sums due to BOVI HOA must be paid by the Seller prior to closing. The undersigned agrees to provide any further information that may be reasonably requested. I/We also understand that any information will be held in strict confidence.

Printed Name \_\_\_\_\_ Signature of Buyer \_\_\_\_\_

Printed Name \_\_\_\_\_ Signature of Co-Buyer \_\_\_\_\_

Printed Name \_\_\_\_\_ Signature of Seller \_\_\_\_\_

Printed Name \_\_\_\_\_ Signature of Co-Seller \_\_\_\_\_

**IMPORTANT NOTE:** If you have questions about completing the form, or if you do not possess a copy of the Documents or other items mentioned, contact the PMC.

**Rules & Regulations Regarding Leasing of Property**

**BOVI HOA, Inc.**

**A Corporation Not-for-Profit**

These “**Rules & Regulations**”, together with the **Declaration of Covenants, Conditions, Restrictions and Easements (“Declaration”)**, and Bylaws BOVI HOA, Inc. (“**Bylaws**”) govern the leasing of homes in BOVI. Capitalized terms are defined or referenced in one or more of these documents.

For purposes of these Rules & Regulations the term “**Guest**” shall include without limitation, any person invited by a Lessee to enter into or on the BOVI property (common areas and facilities) or the leased property. The term “**Lessee**” shall mean those persons identified on the Information Form for Leasing of Property (“**Leasing Form**”) reviewed by the PMC, or leasing a property in **BOVI**. The singular form “**Guest**” and “**Lessee**” shall include the plural form as applicable.

**Requirements for leasing:**

1. Owner/Lessor must provide the PMC with a completed Leasing Form no less than fourteen (14) calendar days prior to the earlier of (i) the initial date of occupancy, or (ii) commencement of the lease term. A non-refundable fee of \$50.00 must accompany the completed Leasing Form.
2. The text of the current Leasing Form appears after these Rules & Regulations.
3. No more than four (4) rentals are permitted in any calendar year.
4. Each lease must be for a minimum of three (3) consecutive months, or ninety (90) consecutive calendar days, with the same Lessee(s). All days included in the lease term must be consecutive from the start date and cannot be intermittent.
5. Owner/Lessor must provide Lessee with a copy of the **Declaration, Bylaws, and these Rules & Regulations**, and must inform Lessee of their obligation to comply with their provisions. Copies of these documents can be provided electronically (such as by documents attached to an email note).
6. Owner/Lessor must include a provision in the lease that provides for eviction upon Lessee’s or Lessee’s Guests’ failure to comply with the **Declaration, Bylaws, and Rules & Regulations**.
7. All leases must contain a provision that prohibits subletting.
8. No lease may begin until the PMC provides Owner/Lessor with written confirmation of the lease. This requires that Owner/Lessor has submitted to the PMC a completed Leasing Form, with all parts filled out (including Attachment A to be completed by Lessee). Owner/ Lessor must include a copy of the underlying lease, along with the required payment, with this submission. the PMC will respond to Owner/Lessor (with acopy to the BOVI BOD) regarding the status of the lease within seven (7) calendar days of its receipt of the completed Leasing Form and attachments. If Owner/Lessor does not receive a response within this time frame, Owner/ Lessor should contact the President of the BOVI BOD for assistance.

9. Owner/Lessor remains responsible during the lease period for compliance with the **Declaration, Bylaws, and Rules & Regulations**. Notice of violations occurring during the lease period will be sent to Owner/Lessor, but as a courtesy, copies of such notices may also be sent to Lessee. Fines and fees, assessments, or other obligations remain the responsibility of Owner/Lessor during the lease period. Procedural rights and responsibilities related to the **Declaration, Bylaws, and Rules & Regulations**, including fines and other remedies, apply to Owner/Lessor.

10. During the period of any lease, Owner/Lessor will not have the right to use the common areas, including the Clubhouse, pool, etc., except as a guest of another resident, or in the event that Owner/Lessor owns another property in BOVI. Owner/Lessor must provide Lessee with gate opener, gate code and Clubhouse door code, and assure that Lessee returns these to Owner/Lessor at the end of the lease term. Duplication or disseminating these to others is prohibited, and replacements are issued only to Owner/Lessor.

11. Owner/Lessor must promptly inform the PMC in writing in every case when Owner/Lessor becomes aware that:

(i) Any information provided in the Leasing Form (including Attachment A) is inaccurate or incomplete.

(ii) Lessee or any of Lessee's Guests has violated the provisions of the **Declaration, Bylaws, Rules & Regulations**, or the terms contained in the Leasing Form. Early termination of the lease, without prior notice to, and reviewed by, the PMC will constitute a violation of the minimum three (3) consecutive months, or ninety (90) consecutive calendar days minimum lease requirement.

It shall be a violation of the minimum three (3) consecutive months, or ninety (90) consecutive calendar days minimum lease requirement, as well as a violation of the **Declaration, Bylaws, and Rules & Regulations** for the Owner/Lessor to lease to multiple Lessees unless all such Lessees are identified on the Leasing Form, and each Lessee has signed the Leasing Form as a co-tenant for the entire lease term. Further, each such Lessee shall be jointly and severally liable under the terms of the lease agreement for all payments and compliance with the **Declaration, Bylaws, and Rules & Regulations**.

The full text of the current Information Form for Leasing of Property ("**Leasing Form**") appears on the following pages.

**Information Form for Leasing of Property ("**Leasing Form**")**

**BOVI HOA, Inc.**

**A Corporation Not-for-Profit**

**NOTE:** The following three (3) documents (copies of which Owner/Lessor must provide to Lessee), together with this Information Form for Leasing of Property (“Leasing Form”), are controlling and govern the leasing of property in BOVI. In the event of a conflict between these documents and any provision in the lease, these three (3) documents, together with this leasing form, shall take precedence over any provisions in the lease:

1. **Declaration of Covenants, Conditions, Restrictions and Easements (“Declaration”)**
2. **Bylaws of Bellagio on Venice Island Homeowners Association, Inc. (“Bylaws”)**
3. **Rules & Regulations Regarding Use of Recreational Facilities, Sale/Transfer of Property, Leasing of Property, Architectural Review, Grounds, Landscaping, and Irrigation (“Rules & Regulations”)**

Owner/Lessor should follow these instructions carefully and answer all questions fully:

1. Provide Lessee with copies of the **Declaration, Bylaws, and Rules & Regulations**, as well as a copy of “Attachment A” for Lessee to fill out and return to Owner/Lessor. Copies of the Declaration, Bylaws, and Rules and Regulations may be provided to Lessee electronically (such as by documents attached to an email note).
2. Submit the completed Leasing Form. Owner/Lessor must submit the filled-out Leasing Form, and the other documents specified in these instructions, so that all required documentation is received by the PMC at least fourteen (14) calendar days prior to the earlier of
  - a. (i) the initial date of occupancy, or
  - b. (ii) commencement of the lease term. See paragraph 6. below for how to submit documents.

If using a realtor, a property management company, or other third party, assure that they fill out this Leasing Form and follow all the other instructions.

Failure to timely submit required documentation may result in return of the submitted paperwork without further processing.

3. Attach a copy of the underlying lease to the completed Leasing Form.
4. Attach a copy of “Attachment A”, after it has been filled out by Lessee, to the completed Leasing Form.
5. Include a check for the non-refundable fee of fifty dollars (\$50.00), payable to “Bellagio on Venice Island HOA, Inc.”.
6. All documents and the check should be sent in a single package by U.S. Mail, to PMC.

**Important Information:**

- A. **Terminology.** For purposes of this Leasing Form, the term "Guest" shall include, without limitation, any person invited by a Lessee to enter into or on the Bellagio property (such as common areas, facilities, and amenities), or the leased property. The term "Lessee" shall mean those persons identified on this Leasing Form. The singular form "Guest" and "Lessee" shall include the plural, when applicable.
- B. **PMC.** Occupancy of the leased property by Lessee prior to lease being completely processed by the PMC is prohibited, and may result in refusal of the lease, penalties, and eviction of Lessee.
- C. **Renewal/Extension.** Renewal or extension of lease is subject to re-processing by the PMC. Multi-year leases are subject to renewal through the PMC on an annual basis.
- D. **Subletting Prohibited.** Lessee may not sublet the leased property.
- E. **Pool Rules.** Lessee and Lessee's Guests must follow the pool rules. As a safety matter, glass is prohibited in or around the pool or pool deck. Children under thirteen (13) years of age must be accompanied by an adult at the pool at all times; infants and non-continent persons MUST use sealing protective clothing. Diapers are not permitted.
- F. **Vehicles.** Commercial and recreational vehicles, motorcycles, trailers, boat/boat trailers, and campers are prohibited. Overnight street parking of any type of vehicle is prohibited. Pickup trucks can be parked in garages or driveways.
- G. **Owner/Lessor and Lessee Responsibilities.** Lessees are subject to, and must abide by the provisions of the **Declaration, Bylaws, and the Rules & Regulations.** Owner/Lessor shall be responsible for costs associated with enforcement of these provisions against Lessee.

**BOVI HOA  
INFORMATION FORM FOR LEASING PROPERTY**

Please fill in the following information:

Owner/Lessor intends to lease the following property: \_\_\_\_\_

Street Address \_\_\_\_\_ Lot # \_\_\_\_\_

to the Lessee(s) named below, and Owner/Lessor hereby requests that the PMC review this lease.

Lease Dates: A minimum of three (3) consecutive months, or ninety (90) consecutive calendar days. All days included in the lease term must be consecutive from the start date and cannot be intermittent.

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Renewal or Extension Options, if any: \_\_\_\_\_

**(I) Owner/Lessor Information:**

Owner/Lessor's Full Name: \_\_\_\_\_

Current Address of Owner/Lessor: \_\_\_\_\_

Street address

\_\_\_\_\_  
City, State, ZIP Code

**Owner/Lessor's Email Address – NOTE: INITIAL THE STATEMENT BELOW**

\_\_\_\_\_ Owner/Lessor, by initialing at left, authorizes the use of the above email address for all communications to Owner/Lessor in connection with this Leasing Form and the lease, including notices of rejection and requests for further information, if any. If a rental company is used, see (II) immediately below.

**(II) Rental Company Information (if applicable):**

Name of Rental Company: \_\_\_\_\_

\_\_\_\_\_  
Rental Company Street Address

\_\_\_\_\_  
City, State, ZIP Code

Name of Rental Agent: \_\_\_\_\_

\_\_\_\_\_  
Rental Agent's Phone Number

\_\_\_\_\_  
Rental Agent's Email Address

**NOTE: INITIAL THE STATEMENT BELOW**

\_\_\_\_\_ Rental Agent, by initialing at left, authorizes the use of the email address above for all communications to Rental Agent in connection with this Leasing Form and the lease, including notices rejection and requests for further information, if any.

**(III) Lessee Information:**

Lessee #1 Full Name: \_\_\_\_\_

Lessee #1 Permanent Address: \_\_\_\_\_

Street Address

---

City, State, ZIP Code

Lessee #1 Phone Number(s): \_\_\_\_\_

If applicable:

Lessee #2 Full Name: \_\_\_\_\_

Lessee #2 Permanent Address: \_\_\_\_\_  
Street Address

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City, State, ZIP Code

Lessee #2 Phone Number(s): \_\_\_\_\_

**Owner/Lessor's Acknowledgements.** Owner/Lessor must initial each item below in acknowledgement and agreement to the correctness of the following. *If more than one Owner/Lessor is listed on the lease, each must initial the items below.*

1. \_\_\_\_\_ I have not leased the above property for less than three (3) consecutive months or ninety (90) consecutive calendar days.
2. \_\_\_\_\_ The lease contains a provision prohibiting subletting.
3. \_\_\_\_\_ The lease contains a provision that Lessee is obligated to comply with the **Declaration, Bylaws, and Rules & Regulations**, and that failure to do so is grounds for eviction and potential fines.
4. \_\_\_\_\_ I have provided Lessee with copies of the **Declaration, Bylaws, and Rules & Regulations**.
5. \_\_\_\_\_ I have explained to Lessee that Lessee is liable for any violation of the **Declaration, Bylaws, and Rules & Regulations** by Lessee and Lessee's Guest(s), including fines or other consequences that may be imposed arising out of such violation.
6. \_\_\_\_\_ I have given, or will give, Lessee a gate opener, pedestrian gate code and clubhouse door code. I have informed Lessee that neither Lessee nor any Guest shall duplicate or cause any duplication of these items, and that they must be returned to me at the end of the lease.

7. \_\_\_\_ I understand that during the period of the lease I will not have the right to use the common areas, including the Clubhouse, pool, etc., except when I am a guest of another resident, or in the event that I own another property in BOVI.

8. \_\_\_\_ I have attached a copy of the underlying lease that is compliant with the requirements set forth in this Leasing Form, along with a non-refundable check made out to "Bellagio on Venice Island HOA, Inc." in the amount of fifty dollars (\$50.00).

9. \_\_\_\_ I have informed the Lessee that, pursuant to Article V, Section 7 of the Declaration: "THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, ARE NOT INSURERS AND THAT EACH PERSON USING THE PROPERTY ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, LOTS, DWELLINGS, AND THE CONTENTS OF LOTS AND DWELLINGS RESULTING FROM THE ACTS OF THIRD PARTIES."

**Signature of Owner/Lessor.** The information given above is true, accurate and complete to the best of my knowledge. **If more than one Owner/Lessor is listed on the lease, each must sign below:**

Signature of Owner/Lessor #1 \_\_\_\_\_ Date \_\_\_\_\_

Owner/Lessor #1 - Name Printed \_\_\_\_\_

Signature of Owner/Lessor #2 (if applicable) \_\_\_\_\_ Date \_\_\_\_\_

Owner/Lessor #2 - Name Printed \_\_\_\_\_

**Attachment A to Information Form for Leasing of Property ("Leasing Form")  
(2 pages, to be filled out by Lessee)**

Lessee must initial each item below in acknowledgement and agreement to the correctness of the following, with respect to leasing a property in BOVI, and provide the other information requested. **If more than one Lessee is listed on the lease, each such Lessee must initial and sign below:**

1. \_\_\_\_ I agree, as a condition of using BOVI property/facilities, to assume all risks associated with such use by myself and my Guests. I agree to indemnify, release and hold harmless BOVI, the PMC, their contractors, representatives, employees, volunteers, and other BOVI property owners from and against all losses, expenses, liens, claims, demands and causes of action of every kind, including without limitation death, personal injury, property damage, or any other liability,

damages, fines, or penalties, including costs, attorney’s fees, and settlements, whether or not based on the acts or omissions of BOVI, resulting from, arising out of, or in any way connected with the use of BOVI property/facilities by myself and my Guests. This paragraph shall survive the termination of my lease.

2. \_\_\_\_ I acknowledge and agree that BOVI, the PMC, and their contractors, representatives, employees, volunteers, and other BOVI property owners will not be responsible for any loss or damage of personal property that I and my Guests may incur during use or storage of such personal property on the premises of BOVI. I also acknowledge and agree that I am liable for any property damage or personal injury that I and my Guests may cause on BOVI property.

3. \_\_\_\_ I acknowledge that I have been provided, have read, and will comply with the provisions of the BOVI **Declaration, Bylaws, and Rules & Regulations**.

4. \_\_\_\_ I acknowledge and agree that I am responsible for my Guests while on BOVI property, and am responsible for any violation, committed by myself and/or my Guests, of the provisions of the **BOVI Declaration, Bylaws, and Rules & Regulations**, as well as for any fines or other consequences of such violation as may be imposed related to the use of BOVI property and the leased property, by myself and/or my Guests.

5. \_\_\_\_\_ I acknowledge and agree that at such time as I receive a gate opener, pedestrian gate code and clubhouse door code, these will not be duplicated or disseminated to others, and I will return them at the end of the lease term.

6. \_\_\_\_\_ Lessee Vehicle Information (including Lessee’s Guests, if applicable):

Vehicle #1: \_\_\_\_\_  
Year                      Make                      Model                      State of Registration Plate No.

Vehicle #2: \_\_\_\_\_  
Year                      Make                      Model                      State of Registration Plate No.

7. \_\_\_\_ Information about Lessee’s Intended Overnight Guests, if any (attach additional page if needed):

Guest #1 Full Name: \_\_\_\_\_

Guest #1 Permanent Address: \_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, ZIP Code

Guest #1 Phone Number(s): \_\_\_\_\_

Guest #2 Full Name: \_\_\_\_\_

Guest #2 Permanent Address: \_\_\_\_\_

Street Address

\_\_\_\_\_  
City, State, ZIP Code

Guest #2 Phone Number(s): \_\_\_\_\_

8. \_\_\_\_\_ Information about pets, maximum of 3 (three) (***if permitted by Owner/Lessor***):

Pet #1: \_\_\_\_\_

\_\_\_\_\_ Type of animal Name \_\_\_\_\_

State Licensed in, and # \_\_\_\_\_ Rabies vaccination date \_\_\_\_\_

Pet #2: \_\_\_\_\_

\_\_\_\_\_ Type of animal Name \_\_\_\_\_

State Licensed in, and # \_\_\_\_\_ Rabies vaccination date \_\_\_\_\_

Pet #3: \_\_\_\_\_

\_\_\_\_\_ Type of animal Name \_\_\_\_\_

State Licensed in, and # \_\_\_\_\_ Rabies vaccination date \_\_\_\_\_

The acknowledgements and information provided above are true, accurate and complete to the best of my knowledge.

Signature of Lessee #1 \_\_\_\_\_ Date \_\_\_\_\_

Lessee #1 Name Printed \_\_\_\_\_

Signature of Lessee #2 (if applicable) \_\_\_\_\_ Date \_\_\_\_\_

Lessee #2 Name Printed \_\_\_\_\_

## **I. Architecture Review Overview**

The Florida Statute for Homeowners Associations, Chapter 720.3035 (Statute 720) establishes: “(1) The authority of an association or any architectural, construction improvement, or other such similar committee of an association to review and approve plans and specifications for the location, size, type, or appearance of any structure or other improvement on a parcel, or to enforce standards for the external appearance of any structure or improvement located on a parcel, shall be permitted only to the extent that the authority is specifically stated or reasonably inferred as to such location, size, type, or appearance in the declaration of covenants or other published guidelines and standards authorized by the declaration of covenants.”

Article VII Architectural Control of the Association’s Declaration of Covenants (Declaration) specifies for Bellagio on Venice Island the Authority affirmed by Statute 720.3035:

Section 1: “No improvement or construction, or any color change, or exterior alteration may be made on any Lot unless and until approved in writing by the Board upon recommendation of the Architectural Review Committee (“ARC”). Such approval will not be unreasonably withheld for replacements or reconstructions that conform in design, materials, appearance and quality to that of the original work....”

Article VII also generally describes the procedures, establishes the ARC and stipulates the basic standards:

Section 5, Standards: “In reviewing any particular application, the ARC and Board shall consider whether its action will: (a) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Property; (b) preserve the value and desirability of the Property as a residential community; (c) not have an adverse environmental or ecological impact on the Property; (d) be consistent with the provisions of this Declaration; and (e) be in the best interest of all Members in maintaining the value and desirability of the Property as a residential community.”

Article XXII of the Association Bylaws provides that:

“The Board may from time to time adopt Rules and Regulations regarding the operation of the Property that is both Common Property and the Lots.” The establishment of these “Rules & Regulations Regarding Architectural Review” are authorized by this Article to establish certain procedures reflective of the above references. The authority established in Chapter 720.3035 specifies only standards for “structure or improvement”, and the Declaration only refers to “improvement or construction or any color change, or exterior alteration”. Therefore, these Rules and Regulations shall not apply to outside portable lawn and garden ornaments, furnishings or other non-permanent items.

## **II. Architecture Review Process Overview**

1. No ARC review is required for certain projects, See next section for details.
2. A Lot Modification Request (LMR) must be submitted to the management company for all

proposed projects for exterior alterations to any architectural structure on a Member's lot, including but not limited to buildings, patios and driveways, completely prepared and supported as required by copies of the lot survey, product brochures and contractor's contract.

3. The management company digitally scans the LMR and supporting documents and forwards it via email to the ARC Chair (or ARC delegate).

4. The submitted LMR is reviewed for "completion" and, if in order, dated as such by the ARC Chair. The entire review and approval or denial process must be concluded within 45 days from that date as a "completed" application or the application will be deemed approved. Incomplete applications are returned to the Member for editing.

5. The proposed alterations will be reviewed by the ARC for observance of the standards set forth in the **Declaration**. Construction procedures and techniques, utility and electrical considerations, engineering, and other technical factors will not be reviewed; those factors are not within the scope of the ARC review.

6. The Board may delegate decisions for certain alterations to the ARC. In such cases the decision is voted by the ARC members, at a properly noticed and posted ARC meeting. Such meetings require the same notice, agenda and minutes requirements as meetings of the BOD

7. Where Board approval is required for a project, the LMR is reviewed and voted on by the ARC to recommend approval or denial by the Board.

8. Members may appeal denied applications to the Covenants Committee. The decision by that committee is final.

9. Approval or denial by the ARC or BOD of a particular alteration does not necessarily set a precedent for similar projects and applications submitted.

10. The BOD may, from time to time, approve colors or other characteristics for use by all Members. The ARC may approve such an application as "Administration of a prior Board Decision". BOD approval is not required.

11. Members are responsible for damage to HOA common property, including drainage and irrigation elements caused by Member or their contractors, and for changes to landscaping or irrigation system elements to accommodate the alteration.

12. Construction vehicles may not be parked overnight within the Community.

13. Any contractor negotiations, potential city permits, and/or contractors liability insurance requirements are solely the responsibility of the Member and are not reviewed by the ARC or the Board.

14. Where approval is required by the ARC or BOD, written approval must be obtained prior to commencement of the project. Members who make alterations without written approval may be required by the BOD to remove such modifications and restore the property to its original state at Member's cost. The Member may also be subject to sanctions as specified in the **Declarations**.

15. Projects reviewed by the ARC and referred to the BOD for decision are included in the agenda for the next BOD meeting specifying the project address, with each project listed as an individual item on the agenda which is published and distributed to all Members. The project LMRs are to be posted on the HOA web site.

### **III. Alterations where no review is required:**

1. Repainting with same colors.

2. Roof repair and/or replacement with same color and style.

3. Windows, with same color and style. Replacement of original windows with impact glass will not be identical but should be of same basic style and appearance. Mullion type window treatments are not required.
4. Driveways may be repaired with same original paver style. Any change in size, layout, or paver pattern requires review by ARC and approval by the BOD.
5. Gutters and downspouts may be repaired, replaced, or coverage extended in the same style and color as original.
6. TV, wireless and broadband Over the Air (OTA) antennas and satellite dishes under one meter in diameter may be installed without review by the ARC as prescribed under the FCC OTARD rule. AM, FM, Ham, and CB antennas require ARC review.
7. Mailbox maintenance and repair using the standard color may be done without review by ARC. Mailboxes, although located on Common Area, are the responsibility of the Member. Mailbox replacement requires BOD approval.
8. Side doors, screen doors, and garage doors, replaced with the same style and color.
9. Replacement of damaged elements shall be of like size, style, and color. Variations required by code changes are permitted.
10. Outdoor lighting fixture replacements and low voltage garden lighting. However, the latter must be installed in a manner to avoid conflict with landscape operations.

#### **IV. Alterations where BOD delegates the decision to the ARC (Member files LMR):**

1. Painting house exterior with new color that is on the palette: That applies individually to each color used for body, trim, doors, and garage door. Colors requested that essentially match the color of another house in Bellagio are considered to be a palette color and may be approved as "administration of a prior BOD decision".
2. Solar Systems: Solar systems and other energy devices cannot be approved or disallowed by any HOA per Florida Statute 163.04. The ARC, however, can review the proposed installation and suggest, but not require, that rooftop collectors be placed in specific locations.
3. Flagpoles up to twenty feet (20') may be installed anywhere on the property per Florida Section 720.304, excluding all easements, and any position that obstructs the line of sight at intersections. The ARC will consult with the Member on proper placement within those guidelines. Only flagpoles intended for US flags, Florida State flags, military branch flags, and POW flags are protected by this statute. Up to two (2) flags may be displayed at one time.
4. Screen doors: Screen doors for front and side doors that match overall style but may vary in decorative artwork, and garage solar screens where the overall style has been approved by the BOD for other houses in Bellagio may be approved by the ARC stating, "Administration of a Prior BOD Decision".
5. The ARC can only approve, but not deny approval of an LMR for the above alterations. The ARC may refer such projects with recommendation to the BOD for approval or denial. All alterations other than the above require filing an LMR, review, and recommendation to the BOD and decision by the BOD.

#### **V. Alterations requiring both ARC review and Board decision (LMR required):**

1. Permanent Structures, such as patios, decks, and mechanical equipment: No permanent

structure or mechanical equipment may be mounted on an easement, whether in front, rear, or either side of a house. Permanent mechanical equipment may include such items as generators, central HVAC compressors, pool filters and heaters. A land survey of the Member's lot showing the location of all easements is required to support an LMR for such alterations.

2. Mechanical equipment: All such equipment should be located at the rear of the house. Any LMR requesting an alternate location must clearly specify why an alternate location is requested. For most houses, the entire ten feet (10') between houses are five-foot (5') easements each on both lots, as well as the rearmost five feet (5') of most lots. Most lots also show a 10-foot (10') easement at the inside of the front lot line. The ARC and the BOD should carefully examine the ramifications of any alternate installations, especially as they may affect close-by neighbors' homes.

3. The BOD may approve, with ARC review and recommendation, a new paint color which is then assumed to be added to the palette of existing Bellagio colors.

4. Fencing is not permitted, except for fences surrounding HVAC, pool, or other mechanicals systems. Fences should be white or house or trim color, with sizing up to two feet (2') from the devices and five feet (5') in height.

5. Window air conditioners are considered to be a structure alteration subject to ARC review and are prohibited.

6. AM, FM, Ham, and CB antennas require ARC review and Board approval.

7. Hurricane Protection: Temporary plywood or other such devices are only to be installed during an emergency. Conventional permanent or removable systems require ARC review and BOD approval.

8. Appurtenances: No porch, deck, patio, fence, screened enclosure, or other attached or detached structure (whether free-standing, structural, or non-structural and whether in the front, side, or rear of a Dwelling), shall be constructed, improved, altered, or extended without written ARC review and BOD approval.

9. Any permanent alteration to a structure visible from any view of the lot not specifically listed above should be reviewed by the ARC.

10. ARC may recommend to the BOD changes in design elements, such as driveway dimensions, while observing the standard of conforming to the original design.

## **VI. General restrictions regarding Member property rights and obligations not prescribed in the Declaration Article VII.**

1. Signs are restricted as authorized in the **Declaration** Article II, Section 7(d) and these **Rules & Regulations**. 'No trespassing', 'no solicitation', 'beware of the dog' signs, that do not exceed one half (½) square foot in size may be placed in the Member's mulch area. For sale or for rent signs of the same size may be placed on the inside of a front window of the home. One open house sign may be placed on the mulched area or front lawn during the time of the open house only. Signs of a reasonable size displaying security services may be placed if within ten feet (10') of the entrance to the home.

2. No above-ground swimming pools, storage sheds, or outbuildings or outdoor clothes lines are permitted on any lot with or without ARC and/or Board approval.

3. Outdoor storage of any item should not be visible from the street and to every extent possible, hidden from a neighbor's view except for garden hoses. Garden hoses should be off the

ground and on a reel or holder.

**Bellagio on Venice Island Homeowners Association, Inc**  
**Lot Modification Request Form**  
**Instructions**

**Dear Applicant:**

Enclosed is a Lot Modification Request Form (LMR). This form must be completed in full, signed and dated, and submitted with all supporting documents to the BOVI HOA Community Association Manager (CAM) at the PMC to be considered complete. Complete LMR submission includes a complete list of materials, building plans, and color samples for exterior finishes, when applicable. A copy of the lot survey may be required as well, especially for patio and driveway projects. Landscaping, additions, or other exterior site work will require a plot plan. Upon receipt of LMRs, the PMC will post them on the BOVI HOA Web Site where they can be reviewed by all interested parties.

Members are encouraged to consult with an ARC member to discuss various options on a project. Such consultation may be helpful but does not guarantee approval by the BOD.

Note: Changes in landscaping, such as increasing or modifications of mulch areas, major changes in plants and other modifications, require the submission of a separate Lot Modification Form (LMR) form. Consult with the Grounds Committee and review the **Rules & Regulations** covering grounds for more information.

The ARC/BOD will begin the review process only after receipt of a completed LMR in electronic or paper format submitted to the PMC.

In accordance with the **Declaration**, the ARC has a period of forty-five, (45) days from receipt of a completed application for approval or denial. The 45-day period commences when the LMR has been reviewed and accepted as "completed" by the ARC. The ARC will review all completed LMRs received seven (7) calendar days prior to their monthly meeting, normally held on the 3rd Tuesday of each month. After review, when required, the LMRs will be submitted to the BOD for final approval or denial.

Upon review of this application, the ARC or BOD will issue a **written approval or denial to the applicant**. The notice will be communicated by the PMC. If a denial is issued an applicant may request in writing (including email) a review of the decision by the Covenants Committee, submitted to the CAM at the PMC. The PMC shall maintain a permanent file of all LMR's processed, whether approved or denied.

**It is the sole responsibility of all Member applicants to obtain any required state, local, and other required governmental permits, approvals, insurance or evidence of contractor licensing and insurance. The ARC shall not review these factors.**

If you have any questions regarding this application, please contact the CAM at the PMC.

**Bellagio on Venice Island Homeowners Association, Inc.  
Lot Modification Request (LMR) Form**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

Phone Number \_\_\_\_\_ (Alt) Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**BRIEF DESCRIPTION OF PROJECT:** \_\_\_\_\_

*Check which applies or both if applicable.*

**ARCHITECTURAL PROJECT** if one of the following: House, Door, Trim Color change, Driveway Paver Replacement and/or Expansion, Patio Expansion, Pool Installation, New Windows, Re-Roofing, Hurricane Shutters, Garage Screening, Whole Home Generator or anything that would change your original structural aspects and hard scape areas.

**GROUNDS PROJECT** if one of the following: Expansion of an existing bed, request to replace lawn with mulch or stone, redesign of a berm, installation or removal of a tree or palm, changes to Irrigation because of new plantings or an Architectural Project.

**Only the HOA's contractor may modify irrigation!**

Estimated Start Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_

CONTRACTOR Name, Address & Phone: \_\_\_\_\_

**\* NOTE: NO WORK MAY BE STARTED UNTIL THIS LMR HAS WRITTEN APPROVAL.**

**ATTACH THE FOLLOWING:**

- A detailed description of the proposed project.
- Architectural and/or Landscape plans with location, dimensions of project.
- Proposed plantings, including dimensional measurements (height, width, & length).
- Use Florida-Friendly plants (less water and maintenance). See list on website under Rules & Regulations.
- Form must be completed in full with the above items to be considered. Must submit LMR to Property Manager.

Submit online through the by email to: **allapplications@sunstatemanagement.com**

I hereby certify that I have read the Rules & Regulations Regarding Architectural and/or Grounds and examined this application and know the same to be true and correct. I agree that project work will not begin until written approval has been received.

Decision of the ARCHITECTURAL Committee or, as applicable the Board

APPROVED  DENIED\* Decision Date \_\_\_\_\_ Vote: For \_\_\_\_\_ Against \_\_\_\_\_

\*If denied, reasons for decision

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Decision of the GROUNDS Committee or, as applicable the Board

APPROVED  DENIED\* Decision Date \_\_\_\_\_ Vote: For \_\_\_\_\_ Against \_\_\_\_\_

\*If denied, reasons for decision:

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## **Grounds, Landscaping, and Irrigation Rules and Regulations**

### **I. Overview**

Article II, Section 12 of the **Declaration (Declaration) of Covenants** defines the lot improvement and landscape maintenance responsibilities of the Member (Owner) and those of the BOVI HOA. Generally, the Member is responsible for upkeep of all improvements, including house, driveway, and other improvements; the BHOA is responsible for landscape, grass and irrigation maintenance, and upkeep, although the Member has certain authority over choosing the landscape elements. Section 12 (b) outlines those elements and refers to the BHOA power to develop these **Rules & Regulations**, including the Association's maintenance and utility of Common Area and Member's lots. The Grounds Committee was formed to oversee the requirements of this section.

The Grounds Committee is comprised of Members from the Bellagio Community and appointed by the BOD. It is charged with oversight of matters related to grounds, landscaping, and irrigation, including reviewing requests by Members for modification of their landscaping and making decisions and recommendations to the BOD. The Grounds Committee is also delegated certain responsibilities to administer other matters as the BOD may direct.

The BOD may delegate authority to the Grounds Committee to conduct properly noticed meetings on specific matters. The Grounds Committee generally meets the last Tuesday of each month. The Grounds Committee meetings are open to all Members and Members are encouraged to attend; especially if they intend to make modifications to their landscaping and/or irrigation. From time to time, the BOD may adopt, modify, or delete the matters delegated to the Grounds Committee.

### **II. Lot Modification Requests**

**(1) Members are responsible for and may modify their plantings of shrubs and flowers within the existing mulched areas on their Lot without submitting an LMR. An LMR and prior approval is required for modifications within mulched areas that are wholly or partially within any easement and/or on common property and modifications involving trees and/or palms regardless of where they are to be planted. Members must select plants from the Approved Plantings List for planting.**

(2) Members are permitted to replace grass at their own expense. Members should

consult with the Grounds Committee to coordinate support for the work such as irrigation and mowing.

(3) Members must submit a complete LMR to the Bellagio PMC for each landscape and/or irrigation modification proposal and receive written approval (i.e., approval of the LMR) from the Grounds Committee or, as appropriate, the BOD. No work may commence prior to such submission and approval. All approvals automatically expire one hundred eighty (180) days from the approval date. Extensions may be granted by the Grounds Committee by notifying the PMC in writing at least five (5) working days prior to the date of expiration. Approvals may be suspended or revoked by the Grounds Committee upon a finding by the Grounds Committee that

(a) the work to which the approval pertains is not proceeding in conformance with the approval or with any condition associated with such approval, or

(b) if there has been a misrepresentation, omission, or falsification of a material fact in connection with the LMR.

(4) In any case where a Member makes modifications to his/her landscaping and/or irrigation that are not in compliance with these Rules & Regulations or any other governing HOA document and the processes set out therein, including failure to submit an LMR, commencing work prior to receipt of written approval, or making modifications that were not part of an approved LMR, or not exactly in accordance with an approved LMR, such Member shall be subject to a Notice of Violation by the BOD. All unauthorized modifications to landscaping and/or irrigation are the responsibility of the Member, and such Member shall pay all costs to remove and restore the property to the original state, unless informed otherwise by the Grounds Committee or BOD to the contrary. In addition, such Member may also be subject to fines in accordance with the Declaration of Covenants, Conditions, and Easements as Amended and these Rules & Regulations.

(5) Members must obtain any required permits and approvals prior to commencing work.

(6) Underground utilities should be located before work commences. Members should call 811 or access the appropriate website and follow instructions for locating and marking underground utilities.

(7) Contractors who are engaged by the HOA must provide a certificate of Liability Insurance.

(8) Members' proposed modifications must comply with all current HOA Documents, including these Rules & Regulations and instructions on the LMR which are incorporated here and form a part of these Rules & Regulations.

(9) Members are responsible for damage to HOA common property and to landscaping and/or irrigation.

(10) Work requiring the use of power equipment, lawn and garden equipment tools, or involve activities creating potentially disturbing sounds are permitted only between the hours of 8AM and 6PM weekdays. The only exception shall be for emergencies. This restriction does not affect Members working on their own Lot. Contractor signs are only permitted during work hours when the contractor is on site.

(11) Each LMR is unique to the particular Lot for which the LMR applies. Approval by the HOA of any particular LMR does not constitute a waiver of any right to require approval or to withhold approval to other similar LMRs that may be subsequently submitted.

(12) Generally, contractor vehicles and materials should not remain on the Member's property or in the street overnight. It is understandable that certain projects may require the use of a dumpster but every attempt to minimize this time should be made.

### **III. Process for Obtaining Grounds Committee Review**

When submitting an LMR, Members must include a detailed description of the proposed project with details of proposed plantings. A copy of the LMR form can be found on the Association website. In addition to the form, Members shall provide:

Landscape plans (e.g., drawings and detailed descriptions of proposed landscape idea).

Proposed plantings, including dimensional measurements (height, width, and length).

Location description, including dimensional clearances between objects and the distance of proposed project to existing structures.

Identification of Lot, common areas, and easements on drawings, with distances from these to proposed project.

Whether the project involves architectural modifications for which the Member is also seeking ARC approval.

As required by the Covenants, where a proposed project involves any alteration of the natural drainage such that it materially increases the drainage of storm water onto adjacent properties, Members must obtain the consent of the owner of the affected property and the HOA.

Once a Member submits an LMR for approval it becomes the official record with respect to that Member's proposed landscape and/or irrigation modification. LMRs will be posted on the Bellagio website/app and available to all Members. Where a Member contemplates changes to the original design set out in an LMR, he/she must submit an amended LMR showing the changes. All submitted LMRs, when approved, become the basis for the written authorization to proceed only for the project as detailed in the LMR. The Member may not proceed with the work until the new LMR is approved.

#### **IV. Timetable for Review**

The Grounds/BOD will begin the review process only after receipt of a complete LMR in electronic or paper submission to the PMC. No final approvals will be granted until Grounds or, as applicable, the BOD has voted and issued written approval. Grounds has a period of forty-five, (45) days from receipt of a complete LMR for review unless the Member and Grounds both agree to an extension. LMRs that have not been acted upon in the forty-five (45) day period are automatically approved. In the best interest of the Bellagio Community every reasonable attempt will be made to handle each LMR request in an expeditious manner. Grounds will review all LMRs received at least seven (7) days prior at their monthly meeting. Meetings will be held once a month and dates/times/place will be posted on the Bellagio website/app and are open to everyone.

Members who have requested a meeting through the submission of an LMR are strongly encouraged to attend the meeting in which their LMR will be considered. Attendance either in person or by phone or computer is extremely important as the Committee will be recommending approval or denial of the Member's request.

Per the HOA Bylaws, this meeting is the Member's opportunity to appear before Grounds and present his or her case, rebut any issues where objections have been expressed by the Committee, clarify any open questions, and seek a compromise which may make the Member's LMR acceptable. In some cases, Grounds and the Member may mutually decide to defer a final decision in hopes of working out a satisfactory compromise.

SHOULD THESE NEGOTIATIONS WITH THE COMMITTEE FAIL TO PRODUCE A FAVORABLE OUTCOME FOR THE MEMBER, THE COMMITTEE WILL CAST THEIR VOTES AND ISSUE ITS RECOMMENDATION TO THE MEMBER AND THE BOD IN WRITING. UNLESS AUTHORITY IS SPECIFICALLY DELEGATED (SEE SECTION V.) TO GROUNDS, APPROVAL OR DENIAL OF LMRs IS THE RESPONSIBILITY OF THE BOD.

IN THE CASE OF A DENIAL OF THE MEMBER'S LMR BY THE BOD, THE MEMBER MAY APPEAL THE DECISION TO THE COVENANTS COMMITTEE WHOSE DECISION IS FINAL. Such appeals must be received in writing within fourteen, (14) days of the date of the denial. Neither Grounds nor the BOD are required to review non-compliant LMRs.

#### **List of Matters Delegated by the Board to the Grounds Committee**

The BOD has determined that it is in the best interest of all Members to delegate authority to the Grounds Committee to make certain decisions with respect to grounds, landscaping, and irrigation. In this regard, except as otherwise provided in these Rules & Regulations or as may be determined by the BOD, Member requests or action related to them can be acted upon by the Grounds Committee. A list of these matters delegated to the Grounds Committee follows and may be updated from time to time by the BOD.

(1) The Grounds Committee shall monitor the status of permanent plantings on the common areas and Member Lots. The Grounds Committee shall, as necessary, propose to the BOD action for proper management.

(2) The Grounds Committee shall maintain an Approved Plantings List as recommended by the Grounds Committee and approved by the BOD. The currently Approved Plantings List is included in these Rules & Regulations (specifically or by reference) and may be updated from time to time by the BOD.

(3) The Grounds Committee shall provide information of scheduled watering times by the irrigation system. Posting such information on the Bellagio website/app and in the Clubhouse meets this requirement.

(4) The Grounds Committee shall collaborate with the CAM regarding Grounds related contracts.

(5) Lots have easements. Members must verify the location of these easements before submitting any LMR or implementing any landscaping changes.

(6) Members may report any landscaping or irrigations requests or concerns regarding maintenance to the CAM. The CAM will forward the requests/concerns to the Grounds Committee and the HOA landscape contractor for review. In any case, where a Member wants the HOA landscape contractor to perform work they believe is within the scope of the contractor's current contract, they must submit a "work order" in writing (email) to the CAM with the words "Work Order" in the re: line. The CAM will forward the Work Order to the Grounds Committee and the HOA landscape contractor who will review the Work Order and perform the work if it is determined to be within contract. In any case where the HOA landscape contractor determines that the work is not within contract, the CAM will refer the matter to the Grounds Committee for review and final decision. If the Grounds Committee determines that the requested work is covered by the landscape contract, it will direct the landscape contractor to perform the work.

(7) Members may not adjust watering system valves or controls. Modifying the irrigation system, adjusting valves or controls, or tampering with the system in any way is a violation of these Rules & Regulations and subject to citation and fine. All costs associated with returning the system to its prior state shall be paid by the offending Member.

(8) In an emergency, such as broken sprinkler heads with spewing water which are causing damage to a dwelling or landscaping, Members should contact the CAM and a member of the Grounds Committee for immediate assistance.

(9) The HOA, through the Grounds Committee, tries to maintain an attractive appearance from multiple varieties of grass. While St. Augustine grass is present in most areas of the Community, Wild Bermuda grass may be accepted in areas where it is present.

(10) Taking into consideration the very poor quality of soil, the salt in the soil and air, shade cast by tree canopy, among other factors, the Grounds Committee should continue to monitor lawns and prepare a reasonable budget and grass maintenance plan for BOD approval. In the current environment of watering restrictions and uncertainty of maintaining and supporting grass, the HOA is not required to immediately replace grass in all areas. The Grounds Committee may recommend, and the BOD may approve, a maintenance plan which provides for scheduled improvements made on a consistent and reasonably fair basis over time. The Grounds Committee is encouraged to explore alternatives to grass (e.g., expanding mulched areas) where grass is not thriving. Except in side yards to control erosion, replacing mulch with rocks or rock mulch is prohibited.

(11) If a Member wants to plant or use a plant, including in a pot or planter in their landscape that is not on the Approved Plantings List, such Member must first submit an LMR to the CAM for Grounds Committee review and approval or as applicable, BOD approval. With respect to trees, regardless of the locations (within or outside of an existing mulch area), Members may not remove or plant any such tree without first submitting an LMR and obtaining prior approval of the Grounds Committee, or as applicable, the BOD. An LMR, with respect to trees, is needed because the planting or removal of such can increase HOA costs; especially palms that impact the HOA Palm Fertilization Contract.

(12) Members may contract, at their own expense, with licensed and insured landscape contractors or the HOA contractor, for modifications to their landscaping. Modifications to the irrigation system must be performed by the HOA irrigation contractor. All costs associated with any irrigation modifications is the responsibility of the Member. Once completed, the ongoing maintenance of the landscape modifications and watering system is the responsibility of the HOA. Except as specifically allowed pursuant to these Rules & Regulations, all requests for landscape and/or irrigation system modifications require the submission of an LMR to the CAM and are subject to approval by the Grounds Committee or the BOD, as applicable, prior to the commencement of any work.

(13) Any modifications which interfere with the irrigation system watering require that the Member contract HOA irrigation contractor prior to making the modifications to remedy the problem and submit the plan to the Grounds Committee for approval.

(14) Member requests to alter the size and/or location of the mulched areas require the submission of an LMR to the CAM. Requests to expand mulched areas in the front or side yards of homes, require BOD approval. Expanding mulched areas in the rear of homes is encouraged where sod is not thriving. The Grounds Committee may decide such Member's LMR request unless there is a new precedent or multiple properties are impacted.

(15) Members may not make any landscape and/or irrigation modifications within common areas or easements, including existing mulch areas within common areas or easements without submitting an LMR and obtaining prior approval by the Grounds

Committee or the BOD, as applicable.

(16) Members may improve the appearance of common area property immediately behind their homes (generally these are berm areas) subject to submitting an LMR and Grounds Committee approval. Such improvements may include adding mulch (similar to mulch installed by the HOA) and adding additional flowers, plants, palms, and trees. In areas where multiple Members are impacted, such as on corner properties, all Members must be consulted and the matter (with recommendations) submitted by the Grounds Committee to the BOD for resolution unless there is agreement of all parties.

## V. Approved Plantings List

Rather than list the hundreds of plants that are approved for planting in Bellagio, except as discussed below, the Florida Friendly Plant Guide will serve as Bellagio's Approved Planting List. The Guide has full-color pictures of all plants and provides useful information about soil, watering, sun, fertilizer, and salt tolerance requirements. A copy of the Guide can be found in Bellagio's library, or a PDF version of this Guide may be accessed online at: [http://fyn.ifas.ufl.edu/pdf/FYN\\_Plant\\_Selection\\_Guide\\_2015.pdf](http://fyn.ifas.ufl.edu/pdf/FYN_Plant_Selection_Guide_2015.pdf) Also, the Bellagio website will provide a link to the Guide. If a Member plans to use a licensed landscape contractor on his/her premises, the contractor should be familiar with the Guide. If the Member wishes to use plantings not included in the Guide or plant any palm or tree, a compliant LMR must first be submitted to the Grounds Committee for approval or by the BOD, as applicable, and contain detailed information about the plant(s).

While palms and trees appear in the Florida Friendly Plant Guide, they are not part of the Approved Plantings List. An LMR and prior approval is required prior to any landscape modifications involving the removal or addition of any palm or tree regardless of whether they are in an existing mulched area or a replacement palm or tree. Palms and trees have been removed from the Approved Plantings List because they can increase the cost to the HOA in terms of maintenance, management, and impact storm-water runoff. Members may propose planting palms and trees on their properties and Grounds and, as applicable, the Board will consider the LMR request on a case-by-case basis.

There are plantings that have been designated by the State of Florida as invasive species which are extremely difficult to control. They create unacceptably high maintenance expenses to this HOA and/or create potential safety hazards to property and people; therefore, these plantings are prohibited in Bellagio.

<b>List of prohibited plants:</b>	
<ul style="list-style-type: none"><li>• Asparagus Fern Balsam Apple Air Potato (similar to Kudzu)</li><li>• Japanese Honeysuckle (similar to Kudzu)</li><li>• Japanese Climbing Fern (similar to Kudzu)</li><li>• Old World Climbing Fern (similar to Kudzu)</li></ul>	<ul style="list-style-type: none"><li>• Fruit Trees except those in pots in caged lanais or pool (because of the fruit rat problem)</li><li>• Trees with mature heights in excess of 40 feet (because of storm damage)</li></ul>

<ul style="list-style-type: none"> <li>• Brazilian Pepper Tree</li> <li>• Carrotwood Tree</li> <li>• Australian Pine, aka Casuarina Heavenly Bamboo, aka Sacred Bamboo</li> <li>• Melaleuca Tree, aka Punk or Paperback Tea Tree</li> </ul>	<ul style="list-style-type: none"> <li>• Chinaberry plant/tree</li> <li>• Washingtonia Palm</li> <li>• Any type of Ficus or Fig (tree, shrub, vine, epiphytes or hemiepiphytes)</li> <li>• Oak Tree (all varieties)</li> </ul>
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**Bellagio on Venice Island Homeowners Association, Inc.  
Lot Modification Request (LMR) Form**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

Phone Number \_\_\_\_\_ (Alt) Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**BRIEF DESCRIPTION OF PROJECT:** \_\_\_\_\_

*Check which applies or both if applicable.*

**ARCHITECTURAL PROJECT** if one of the following: House, Door, Trim Color change, Driveway Paver Replacement and/or Expansion, Patio Expansion, Pool Installation, New Windows, Re-Roofing, Hurricane Shutters, Garage Screening, Whole Home Generator or anything that would change your original structural aspects and hard scape areas.

**GROUNDS PROJECT** if one of the following: Expansion of an existing bed, request to replace lawn with mulch or stone, redesign of a berm, installation or removal of a tree or palm, changes to Irrigation because of new plantings or an Architectural Project.

**Only the HOA's contractor may modify irrigation!**

Estimated Start Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_

CONTRACTOR Name, Address & Phone: \_\_\_\_\_

**\* NOTE: NO WORK MAY BE STARTED UNTIL THIS LMR HAS WRITTEN APPROVAL.**

**ATTACH THE FOLLOWING:**

- A detailed description of the proposed project.
- Architectural and/or Landscape plans with location, dimensions of project.
- Proposed plantings, including dimensional measurements (height, width, & length).
- Use Florida-Friendly plants (less water and maintenance). See list on website under Rules & Regulations.
- Form must be completed in full with the above items to be considered. Must submit LMR to Property Manager.

Submit online through the by email to: **allapplications@sunstatemanagement.com**

I hereby certify that I have read the Rules & Regulations Regarding Architectural and/or Grounds and examined this application and know the same to be true and correct. I agree that project work will not begin until written approval has been received.

Decision of the ARCHITECTURAL Committee or, as applicable the Board

APPROVED  DENIED\* Decision Date \_\_\_\_\_ Vote: For \_\_\_\_\_ Against \_\_\_\_\_

\*If denied, reasons for decision

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

Decision of the GROUNDS Committee or, as applicable the Board

APPROVED  DENIED\* Decision Date \_\_\_\_\_ Vote: For \_\_\_\_\_ Against \_\_\_\_\_

\*If denied, reasons for decision:

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

## **Editing Notes:**

September 7, 2025 – changes to property management company name/address/phone, updated gate access info, updated LMR form. – CLuber

March 1, 2024 – changes to property management company name change/address/phone, expanding tennis courts to include pickleball, changing fees to correlate with what management company charges Bellagio - CBlundon

November 1, 2022 – Grounds Rules, Arc Rules, and Lot Modification Request Forms have been revised and replaced, consented by Bellagio Board. Salvatore Emma, Bellagio Board President

December 7, 2021 - page 31 through 37 - Grounds Rules - have been revised, consented by Bellagio Board. LMartin, Lighthouse Property Management.

August 26, 2021 - page 36 - Grounds LMR - has been revised, consented by Bellagio Board August 3, 2021. LMartin, Lighthouse Property Management.

August 26, 2021 - pages 19-30 - Rules & Regulations Regarding Architectural Review - have been revised, consented by Bellagio Board August 3, 2021. LMartin, Lighthouse Property Management.

March 3, 2021 - Emergency Phase 1 Covid-19 Restrictions removed, pages were renumbered. LMartin, Lighthouse Property Management.

May 21, 2020 – due to insertion of pages, and making the section listed on May 5, 2020, Rules & Regulations Regarding Leasing of Property, font and type size consistent with the rest of the document, pages had to be renumbered. CBlundon

May 19, 2020 - Pages 29-31, Emergency Rules & Regulations Regarding Phase 1 Re-opening of Common Area Amenities in response to COVID-19 State of Emergency issued by the State of Florida. FPlewes

May 5, 2020 – pages 10-17 - Rules & Regulations Regarding Leasing of Property – have been completely revised due to changing of rentals in Bellagio from one (1) month minimum, to now be three (3) month minimum; consented by Bellagio owners and approved by HOA board January 7, 2020. CBlundon

December 5, 2017 – Entire document reviewed for typos, omissions, spelling, nomenclature. R. Kunath

November 2, 2018 – Page 22. Last sentence, “Fruit Trees except” corrected to read: “Fruit Trees except those in pots in caged lanais or pool (because of the fruit rat problem). Trees with mature heights in excess of 40 feet (because of storm damage)” to comply with RulesChange prior to December 5, 2017. R Kunath

