



## **Bella Condominium Association, Inc.**

### **Rules & Regulations**

The Bella Condominium office is located on the 1<sup>st</sup>/ Mezzanine level.  
Hours of operation are Monday through Friday 8:30 am to 4:30 pm:

Bella Condominium Association  
526 Pacific Avenue  
Atlantic City, NJ 08401

Phone: (609) 344-8300  
Fax: (609) 344-6362

Property Manager - Sue Perloff  
[sueperloff@bellacondos.com](mailto:sueperloff@bellacondos.com)  
[www.bellacondoassociation.com](http://www.bellacondoassociation.com)

*If there is no answer when you call, please leave a detailed message that includes your name, unit number and telephone number where you can be reached, and your call will be returned during office hours. When sending emails, please include your unit number and description in the subject.*

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## **DEFINITIONS**

### **COMMON ELEMENTS AND LIMITED COMMON ELEMENTS:**

It is the goal of Bella Condominium Association, Inc. to maintain the building and grounds of Bella Condos in an aesthetically pleasing manner for the enjoyment of all Residents and Visitors. For this reason, all building and attached structures are to be kept uniform with few exceptions, please read descriptions carefully and direct any questions you may have to the Bella Management Office.

The Bella Condominium Association, Inc. Deed (First Priority) and By-Laws (Second Priority) take precedent should any conflict arise in relation to statements in this document.

### **DEFINITIONS**

**Common Elements:** *(Sundeck, mezzanine, lobbies, elevators, hallways, pool area, pool, public bathrooms, fitness center, grounds between building, parking lots, sidewalks, recreation area, roofs and exteriors of all buildings) maintained by Bella Condominium Association.*

**Limited Common Elements:** *(Areas and structures attached to or associated with an individual unit, for the use by that individual unit, but that are located outside of the unit).*

Examples of Limited Common Elements:

- Patio
- Balcony
- Entryway
- Privacy Fences

**Guest:** A person or persons visiting a Resident Owner or Tenant.

**Non-Resident Owner:** A Unit Owner who does not reside in Bella.

**Resident Owner:** A Unit Owner who resides in the unit.

**Resident:** Any person who is an Owner or Renter.

**Tenant:** A person whose name appears on a lease drawn up by Unit Owner and who resides in the leased unit.

**Unit Elements:** *(The area inside the walls of the unit and includes all interior wiring, pipes, windows, walls and doors, as well as all contents).* The Unit Owner maintains these areas per the Deed.

**Unit Owner:** The owner or owners of a single condominium parcel, as listed on the deed.

## **CONDOMINIUM ASSOCIATION GUIDELINES**

As a Resident of a Unit, you now also share ownership and tenancy of all common properties, such as the building, grounds, elevators, recreational areas and the landscape that surrounds the building.

As a Resident of a Unit, it is your responsibility to adhere to all applicable Rules & Regulations, By-Laws and Deed. The Association will monetarily fine any Owner based upon infraction of any stated rule, By-Law or Deed restriction as designated by the Association whether it be an infraction by an Owner, Resident, Tenant, Contractor or Visitor.

These Rules & Regulations are subject to change by a majority decision of the Condo Association Board. If any rules previously adopted by the Association have been omitted inadvertently, the Rule as they were adopted will still apply. This document has been compiled as a useful source of information for every new or current Resident. Should a situation arise not specifically addressed in this document, please check with the Bella Management office for clarification.

1. Other than the designated Commercial Unit, each Unit shall be used only for residential purposes.
2. The Commercial Unit may be used for any purpose which conforms with the applicable zoning regulations of the City, as the same may be amended from time to time, provided, however, that no Commercial Unit shall be used for any of the following purposes: a fast food, take out or convenience food store, a laundromat, a repair shop, a discount or outlet store, an establishment which operates any video, pinball or other amusement or arcade machines or games, a manufacturing establishment, an establishment which engages in any use which emits any noxious fumes or odors, or an establishment which sells or displays any pornographic or sexually explicit material.
3. No Residential Unit may be subdivided by any Unit Owner into a smaller Unit, nor may any portion of a Residential Unit be sold or otherwise transferred. The Commercial Units is currently approved as three sub-units but cannot be further subdivided into smaller units without the prior written consent of the Board of Directors.
4. Use of the common elements, including use of the recreational facilities, is restricted to the Residents of the Condominium Association and their guests. Residents may have as many as four (4) guests using the amenities at one time.
5. No Residential Unit may be used for the conduct of any commercial enterprise. No Resident shall post any advertisement or posters of any kind.
6. No common elements or limited common elements, other than those described and assigned to each Unit Owner's property, nor may the common areas or limited common area be obstructed by any act of the Unit Owner.

7. No Unit shall be occupied by more persons (including children) than the maximum permitted by law for such dwelling Unit types. The maximum permitted by New Jersey State Law for Bella is four (4) individuals.
8. The temperature of each Unit shall be maintained at all times at a minimum of 55 degrees Fahrenheit.
9. No alterations to the exterior of the Units, balconies, or common element areas may be made. No enclosures, extensions, alterations or screening of the balcony or terrace areas are permitted. No attachments to the balcony railings are permitted.
10. No Resident shall make any modifications or alterations within their Unit affecting a "bearing wall" or other common elements.
11. Trash and recyclables must be placed in the designated location as specified by the Property Manager.
12. No radio or television antenna of any type nor flood light or any other equipment or appurtenances or any wiring for any purpose may be installed on the exterior of the building, balcony or protrude through the walls, windows, or roof.
13. The balconies shall be used only for the purpose intended and shall not be used for hanging garments or other objects, or for cleaning rugs or other household items or for storage of the Unit residents' personal property.
14. The hanging of awning, garments, rugs, or other personal property in the windows of the Units or from any other façades of the building is absolutely prohibited.
15. No Unit Owner, Resident, Guest, or Visitor may make or permit any disturbing noises, nor do or permit anything to be done that will interfere with the right, comforts or convenience of other Unit Owners, Residents or Guests.
16. No Unit Owner, Resident, Guest or Visitor may play or allow to be played any musical instrument, phonograph, radio or television set in their Unit between the hours of 11:00 pm and 8:00 am if the same shall disturb or annoy other Unit Owners, Residents, or Guests of the condominium.
17. No Unit Owner, Resident, Guest or Visitor may build, plan, or maintain any matter or thing upon, in, over or under the common elements.
18. No Unit Owner, Resident or Guest shall have any right to paint or otherwise decorate or change the appearance of any portion of the exterior of any part of the building.
19. Door decorations must be tasteful, non-offensive to neighbors, non-political and are limited to a size of four (4) square feet. No sharp objects or flammable items. Door hangings of holiday items like wreaths, must be artificial in nature. No pine needles, sap or pollen material is permitted. Holiday items may be displayed for three weeks prior to a holiday and should be removed no later than one week after the holiday. No bells or objects that disturb neighbors are allowed.

20. No noxious or offensive activity shall be carried on, in or upon the common elements or in any such Unit or shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other Residents in the Unit or the building.
21. No improper, offensive or unlawful use shall be made of any Unit; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.
22. Any lease or rental agreement concerning the leases of a Unit shall be in writing and subject to the Master Deed, By-Laws and their constituent documents and no Unit may be leased or rented for less than one hundred & eighty (180) days. All lease contracts are subject to review and approval by the Bella Management Office per the guidelines as set forth by the Bella Board of Directors. Rental Tenants must supply the Bella Management office all appropriate contact and communication information.
23. The Board of Directors of the Condominium Association may make additions, alterations, improvements, or purchases which could require a special assessment or increase in monthly Condominium Association assessments per the terms of the Master Deed.
24. Nothing shall be done to any Unit or on or in the common elements which will impair the structural integrity of the building or which will structurally change the building. No Unit Owner may make any additions, alterations or improvements in or to their Unit which will affect the common elements. Nothing herein shall be construed to prohibit the reasonable adaption of any Unit for handicap use.
25. Interior partitions or non-bearing walls within the confines of each Unit may, from time to time, be removed or replaced subject to prior written approval of the Board of Directors of the Association. In the event an Owner does remove or replace any or all such interior partitions or walls, no amendment to this "Master Deed" will be necessary or required.
26. The Unit Owner or Occupant shall not engage in any activity or keep anything in any Unit or in or upon the common elements which will increase the rates of insurance or result in cancellation of insurance to the condominium.
27. Each Unit Owner must install and maintain draperies, blinds, curtains or other window coverings which are white colored or lined with White fabric or material facing the exterior of building on all windows of the Unit.
28. Each Unit Owner shall have the right to mortgage or encumber his Unit, provided that such mortgage or encumbrance is made to a bank, mortgage banker, trust company, insurance company, saving and loan association or other credited institution or to the immediate predecessor in the title of the Unit.
29. All property taxes, special or added assessments and other charges imposed by any taxing authority are to be separately assessed against and collected on each Unit as a single parcel, as provided in the New Jersey Condominium Act.

30. Move in and move outs and deliveries must be scheduled with the front desk and are permitted Monday through Friday only between the hours of 8:00am 4:00pm. After 4:00 pm, a charge of \$35 per hour will be due upon the completion of the move to the Staff member working overtime. Tenant must provide movers insurance information prior to move and leave a refundable \$250.00 deposit.
31. Each Unit Owner shall grant a right to their Unit to the Association for the purpose of making necessary inspections and repairs to any condition originating in their Unit and affecting another Unit or common element, or for the purpose of performing necessary installation, alterations or repairs to the condominium. Any such access and entry shall be done by request at reasonable times. In the case of an emergency, such right of entry shall be immediate whether the Unit Owner is present at the time or not. To facilitate the aforementioned entry all door locks must be Bella issued master key series. New owners must pay a \$100.00 fee to have locks changed to Bella issue prior to occupying the Unit.
32. Should any agreement be made (in writing or verbal) between a Unit Owner or Tenant that conflicts with these Guidelines, the Guidelines will take precedent and prevail.
33. Unit Owners will be held responsible for the actions and behavior of their Tenants, Guests, Visitors, Contractors and Service Vendors. Unit Owners will be responsible for any fines placed on their Unit due to the actions or behavior of their Tenants, Guests, Visitors, Contractors and Service Vendors.

## **INSURANCE**

34. All unit Owners and Renters are responsible to obtain a Homeowners Insurance Policy and provide a copy of Proof of Insurance (e.g. Declaration Page) to the Management office.
35. It is suggested that all Unit Owners and Tenants have an operable fire extinguisher easily accessible in their unit.

## **BICYCLES, SKATEBOARD, ROLLER BLADES, SCOOTERS AND ROLLER SKATES**

36. All bicycles (manual or electric) must be tagged and registered with the Concierge. Bella provides bike storage in one of the two bike rooms or one of the two bike racks provided in the building. Any bicycles stored in a Unit, must use Elevator #3 and use the rear hallway to exit the building. The HOA reserves the right to remove and donate non-registered bikes without notification.
37. All skateboards, roller blades, scooters, and roller skates must be carried through the main lobby area and not ridden through the lobby.

## **BEACH CHAIR STORAGE**

38. The HOA provides beach chair storage in a shed in the parking lot.
39. The combination to the lock can be obtained from the front desk staff.
40. The shed is used for beach chair storage only. No beach carts are permitted to be stored in the shed.
41. The HOA reserves the right to remove badly rusted, damaged or unusable chairs.

## **COMMON AREAS**

42. Decks and balconies are limited common elements. There shall be no barbecuing on the decks and balconies. The City's Fire Code prohibits open flames of any kind.
43. Proper attire shall be worn in common areas.
44. No bare-chested individuals shall enter the lobby, elevators or move about the building or common areas other than the hot tub, pool, and sundeck.

## **MEZZANINE**

45. The mezzanine on the 1<sup>st</sup> floor is open from 8 am to 11 pm daily. Children under the age of 16 must be accompanied by an adult. The Bella Mezzanine can be reserved for no more than one private party per day (for a maximum of up to four hours) for a fee of \$50.00 per hour to cover the costs of housekeeping and maintenance. The mezzanine is not available for private parties on weekends from Memorial Day through Labor Day or on major holidays. It is the responsibility of each Bella user to clean up and put the Bella Mezzanine back to its original position. Pets are prohibited from this area at all times. Computer use should be limited to thirty (30) minutes if other Residents are waiting to use the computer. All Residents are asked to turn off the TV and the lights when the mezzanine is not in use.

## **FOOD DELIVERIES**

46. Owners and Tenants must alert the Front Desk at (609) 310-8260 that there will be a food delivery, in order to allow the delivery person up to your Unit. If the Front Desk is not alerted, the Unit Owner or Tenant will be contacted and required to come to the Front Desk to receive their delivery.

## **GUESTS**

47. All Guests, Vendors, Contractors and Visitors must check in at the Front Desk with Photo ID upon arrival. They will be required to sign in and out and be prepared to state the Unit number they are visiting and the name of the Owner or Tenant. In the case of requesting a guest parking pass, Guest will be required to register their vehicle license plate number.



## **LEASING OF UNITS**

48. All Unit Owners who rent to a Tenant shall (1) provide the Tenant with a copy of the Bella Condominium Rules & Regulations, (2) include in the lease agreement a provision that the Tenant has been given copies and has understood and agrees to abide by these documents, (3) notify the Condominium Management Office in writing that the Unit is Tenant-occupied, giving the management office a copy of the executed lease, background check, credit score (minimum of 650 and up), Certificate of Occupancy and Tenant contact information, and (4) the Unit Owner is responsible at all times for the enforcement of the established Rules & Regulations. Prior to occupancy, all Tenants must meet with the Property Manager to review and acknowledge receipt and acceptance of the Rules & Regulations of Bella Condominiums. Owners must be in good standing to rent their Unit. Owners who are not in good standing will have their access to Bella facilities revoked, this includes parking, gym, pool, business center, massage, and hot tub. If, as the Unit Owner you have chosen to lease your Unit through a third party, you must provide all the information listed above or Tenants move in will be denied.

## **NOISE**

49. As Residents of the Condominium community you are expected to be respectful of your neighbors' rights. Please ensure none of your activities disturb your neighbors' enjoyment of their home, and do not violate any resident's right to quiet AT ANY TIME. The conjoining walls between the units are not soundproof, therefore, it is expected that you adjust the volume of your activities (such as talking, musical instrument, television, stereos and parties) to a level that can be heard in your Unit ONLY. In addition, noise from hard-heeled shoes and scraping of chairs over hard floors is considered a noise violation. These rules extend to the common area and the limited common area; if you entertain guests in these areas, please keep noise to a minimum. Kindly refrain from gathering in the parking lots during the late hours and creating noise or disturbance. Do not disturb the other Residents with loud talking or shouting, loud music or excessively loud motor vehicles.

## **PARKING**

- 50. Parking is only allowed in the assigned and leased space (indoor or outdoor).
- 51. All vehicles must be registered at the Bella office and issued a parking permit and access card.
- 52. All vehicles must be in good working condition with a valid license plate. Any vehicle in violation of this rule will be towed without notice.
- 53. It is strictly prohibited to park in front of the loading dock or to block any other vehicle. Any car found blocking the loading dock will be towed immediately without notice.
- 54. It is strictly prohibited to park on grass land and violators will be towed immediately without notice.
- 55. Trailers are NOT allowed in the parking lots or garages.
- 56. Commercial vehicles, RV's, boats, horse trailers, flat-bed trucks, box trucks or lawn equipment are not permitted to park over night by either Owner or Tenant.
- 57. Vehicles are NOT to be utilized as storage facilities.
- 58. Do not gather in the parking lot or garage and create a disturbance.
- 59. Do not empty ashtrays in any parking area.
- 60. No automotive maintenance work is permitted.

61. If you have an out of town guest, parking is available in the parking lot. To get access, a \$20 deposit is required to receive an access card and the deposit will only be returned upon return of the access card (there is a three (3) day limit on parking).
62. Any vehicle towed for violations of the parking guidelines will be at the vehicle owners expense.
63. No cars, bicycles, or other personal property shall obstruct entrance ways, walkways, parking or other common areas.
64. Bella has sixteen (16) parking spots designated for use by Guests and Visitors. These spaces will be assigned on a first come, first served basis. Once these spaces have been all allocated, it is not the responsibility of the Bella to provide additional parking for Guests or Visitors.

## **POOL AND HOT TUB**

65. There is no lifeguard on duty at any time to oversee the pool or hot tub. Use of the pool or hot tub is at the user's own risk. Be aware that the outside and inside pool deck and deck area can be slippery when wet. Use caution when in those areas.
66. Glass is not permitted in the pool or hot tub areas. Should there be an incident, and glass drops in the pool, the owner will be responsible for all costs associated with re-opening the pool. Parents must be located in the Pool area with children. Please use the shower in the pool area or the rinsing station at the rear door entrance to remove all sand prior to using the pool or hot tub. No one under 16 is permitted in the hot tub per the New Jersey Department of Health.

## **PARTIES AT THE TIKI BAR**

67. All Residents are permitted to use the Tiki Bar area for a private party. The date is on a first come basis. A request form must be filled out and returned to the Management Office with a \$250 refundable deposit (check only). Deposit will be returned when management inspects the Tiki Bar and pool areas to make sure they are clean, all trash is removed, and furniture placed back to the original position. It is your responsibility to contact the front desk should you need additional parking information. Bella will not supply extra tables or chairs or provide Bella employees to help with any party or event. Tiki Bar parties are limited to six hours and the pool area remains open to all Residents of Bella. Glass of any kind is prohibited from being in the pool area. Should there be an incident, and glass drops in the pool, the sponsor of the party will be responsible for all costs associated with re-opening the pool.

## **PETS**

68. Tenants are prohibited from having pets of any kind.
69. Owners are limited to two (2) pets defined as a dog or cat only and individually cannot exceed forty (40) pounds at full maturity.
70. NEVER attempt to flush cat litter, bird seed and other pet waste in the toilets, sink or garbage disposal.
71. A copy of the full approved *Bella Pet Policy* can be seen or downloaded from the Bella WEB site or obtained from the Property Management office.
72. Pets must be vaccinated and kept in accordance with the Atlantic City Health Department laws and regulations. Contact the Atlantic City Health Departments for more information at (609) 222-2222. It is the pet owner's responsibility to clean up after their pets when walking them outside. Each pet is required to be registered with the Property Manager's office where registration forms are available. Please provide pet registration form to the Management Office.

## **PROFESSIONAL SERVICES**

73. From time to time, Bella Condominium authorizes certain professionals to be permitted to offer their services to the Residents of Bella, such as masseuses, trainers, fitness instructors, swimming instructors, yoga instructors, karate instructors and other similar individuals. Use of the professional services is strictly between the Residents and the person offering their services. All parties are aware and agree that by utilizing the services, the Association shall be held harmless from all claims. The Professional is to limit their services to those who are residing at Bella only. Guests of Residents may not utilize the services of the Professional.

## **MAINTENANCE DEPARTMENT**

### **Routine Maintenance**

74. The maintenance department is staffed from 7:30 am to 4:00 pm Monday thru Friday and 8:00 am to 4:00 pm on Saturday. During this time, routine maintenance tasks are performed according to a schedule. If you have a maintenance concern, please contact the Property Manager in order to schedule maintenance in the Unit. NO tools will be loaned out by the maintenance staff.

### **Maintenance Request**

75. Unless an incident requires emergency service, Tenants must first contact the Unit Owner who then will initiate the maintenance request to the Property Manager. No maintenance requests will be accepted from a Tenant unless it requires immediate emergency service.

## **COMMON PROBLEMS AND RESPONSIBLE PARTIES**

### **ASSOCIATION MAINTAINED:**

Roof and Balcony leaks  
 Common exterior walls  
 Common piping outside Units  
 Parking areas  
 Trees  
 Pool and Deck Areas  
 Recreational Amenities  
 Exterior Termite contract  
 Master Insurance Policy  
 Landscaping of common areas  
 Irrigation system  
 Gutters and downspouts  
 Indoor and Outdoor lighting of common areas

### **UNIT OWNER MAINTAINED:**

All appliances  
 All floors and floor coverings  
 Furniture  
 Piping exclusive to the Unit  
 Interior wiring  
 Heating, Ventilation and AC  
 All Unit-specific fixtures  
 Limited common areas  
 Window and door screens  
 Homeowners Insurance Policy  
 Popcorn Ceiling Finish  
 Interior wall finish and Drywall  
 Front doors, windows, sliding glass doors

## **TRASH PICK UP**

76. Trash and recyclable closets are located on every floor throughout the building. Trash shall be placed in sealed plastic bags and disposed of by trash chutes only. Items too large to place in the trash chute must be walked down to the loading dock and disposed of appropriately.
77. Recyclable items can be disposed of in the recycling bins in each trash and recyclable closet and must be separated from regular trash. All recyclables must be rinsed clean. Large boxes must be broken down to fit within the recycling bin or carried down to the recycling center on the loading dock. No plastic bags may be put in the recycling bin.
78. Bella has dumpsters available in the loading dock area on the ground floor of the building. Residents are expected to place their trash **INSIDE** the dumpsters, not on the ground or next to the dumpster. If the dumpsters are full, **DO NOT** leave the trash in the loading dock, ask the maintenance staff or front desk for assistance in disposing of the trash. Leaving trash on the ground or beside the dumpsters is a violation and the Unit Owner/Tenant responsible will be fined.
79. Disposal of over-sized articles such as mattresses, couches, tables, stoves, refrigerators etc. is at the expense of the Unit Owner or Tenant; it is their responsibility to make arrangements with the Bella office for disposal of these items. Once disposal arrangements have been made by the Bella office, place the articles neatly in the directed area. **DO NOT** place these items in the dumpster.
80. Do not throw items from the balconies (especially cigarette butts). This can result in property damage and health and safety concerns for Bella Residents.

## **REALTOR AND OWNER GUIDELINES FOR SELLING OR RENTING AT BELLA CONDOMINIUMS**

### **Major Rules of the Bella:**

81. Owners are permitted two pets (dog(s)/cat(s)) each not to exceed 40 lbs. (at full size).
82. Owner's pet(s) must be registered with the front desk with evidence of vaccinations.
83. Pets are defined as dogs and cats only.
84. The following breeds of dogs are prohibited from the Bella: full or partial breed or mixed breed of the following breeds; Akita, American Bulldog, American Stafford, Bull Terrier, Cane Corso, Chow, Doberman, Mastiff, Pit Bull, Presa Canario, Rottweiler and Wolf Hybrid.
85. Renters, tenants are prohibited from having pets of any kind.
86. A minimum rental period of six (6) months is required.
87. By law, no more than four individuals may reside in a Unit.

### **Copies of the following documents are REQUIRED to be provided to the Property Manager prior to moving in:** (applies to Owners or Renters, Tenants)

88. Copy of Closing (Settlement) Statement.
89. Copy of the Unit deed.
90. Copy of the Unit Lease.
91. Copy of the Certificate of Occupancy.
92. Owner/Tenant information – name, contact and vehicle information.
93. Landlord must provide all Keys (unit & mailbox), entrance FOB(s) and all parking cards.

### **Moving in/out and Deliveries:** (applies to Owners or Renters, Tenants)

94. Move in/out must be scheduled with the front desk a minimum of one week prior to the event.
95. The freight elevator is available on a first come/first serve basis.
96. Move in/out and deliveries are only permitted on weekdays, between the hours of 9:00am and 5:00pm.
97. Weekend move in/out or deliveries are not permitted.
98. A Certificate of Insurance from the moving company is required prior to move in/out.
99. A \$250.00 refundable deposit is required prior to move in/out.
100. Any damage created by your move in/out will be deducted from this fee.

### **Realtors are required to provide copies of the following for all Renters, Tenants:**

101. Background checks.
102. Renters, Tenants must have a minimum credit rating of 650.

Prior to occupancy, all Owners, Renters, Tenants must meet with the Property Manager to review and acknowledge receipt and acceptance of all Bella Guidelines including Rules and Regulations of Bella Condominiums.

**THE PROPERTY MANAGER/FRONT DESK STAFF WILL REFUSE ENTRY TO ANY OWNER/RENTER/TENANT NOT COMPLYING COMPLETELY WITH THIS POLICY.**

**EXHIBIT A: SCHEDULE OF FINES**

To be issued at a later date.