

# VILLAGEWALK OF BONITA HOMEOWNERS ASSOCIATION, INC.

c/o SOUTHWEST PROPERTY MANAGEMENT  
CORPORATION

1044 CASTELLO DRIVE, SUITE #206  
NAPLES, FLORIDA 34103-1900  
(239) 261-3440 ext.12 ♦ FAX: (239) 261-0562  
Email: [RViera@swpropmgt.com](mailto:RViera@swpropmgt.com)

## Lease Application Check-Off Sheet

**If your application does not have the following attached, it will be returned to you, delaying your approval:**

- A completely filled out and legible application. Please make sure the applicant(s) has signed the application.
- Two completed Character Reference Forms (see attached.) Please have these forms completed by someone (**non-related**) that has known the applicant(s) for a considerable amount of time, and return them with your application. **(Not applicable to Repeat Tenants.)**
- Signed acceptance of Rules and Regulations. Please make sure all Occupants 21 years and older review and sign the rules.
- A legible copy of the complete Lease Agreement signed by both parties.
- The \$50 non-refundable application fee. **(Not applicable to Previously Approved Renewal Tenants at the same address)** If paying by check or money order, please make payable to: **Southwest Property Management.**

If you should have any questions regarding the application procedure, please contact our Sales/Lease Administrator, at the number shown above. **Thank you!**

# VillageWalk of Bonita Homeowners Association, Inc.

% Southwest Property Management Corp.  
1044 Castello Drive, Suite #206  
Naples, Florida 34103-1900  
(239) 261-3440 ♦ FAX: (239) 261-0562

## APPLICATION FOR APPROVAL TO LEASE

Revised August 2008

**TO: The Board of Directors of VillageWalk of Bonita Homeowners Association, Inc.**

I hereby apply for approval to Lease address: \_\_\_\_\_, in Village Walk of Bonita Homeowners Association, Inc., for the period beginning \_\_\_\_\_, 20\_\_\_\_, and ending \_\_\_\_\_, 20\_\_\_\_. A complete copy of the signed Lease Agreement is attached. **(120-Day Minimum)**

\*\*\* NOTE: In accordance with the governing documents of the Association, (Article XX) Lease Agreement Terms: All agreements between Owner and Lessee must be in writing, shall provide for a term not less than four (4) months.

\*\*\*All Lease Agreements **must be renewed Annually** with VillageWalk of Bonita Springs Homeowners Association through Southwest Property Management Office regardless of lease term agreement. Application fee is not applicable for renewals. Character references upon request. Gate Access Bar Codes expire annually and will be extended upon renewal approval. \*\*\*

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

### PLEASE TYPE OR PRINT LEGIBLY THE FOLLOWING INFORMATION:

1. Full name of current owner(s): \_\_\_\_\_
2. Full name of lessee: \_\_\_\_\_
3. Full name of spouse: \_\_\_\_\_
4. Home address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone: - Home ( \_\_\_\_ ) \_\_\_\_\_ - Business ( \_\_\_\_ ) \_\_\_\_\_
5. Nature of Business/Profession: \_\_\_\_\_  
If retired, former Profession: \_\_\_\_\_
6. Company or Firm name: \_\_\_\_\_  
Business address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_
7. The Documents of VillageWalk of Bonita Homeowners Association, Inc. provide an obligation of unit owners/lessees that all units are to be used as single-family residences only. Please state name, relationship, and age of all other persons who will be occupying the unit on a regular basis:

Name	Relationship	Age
_____	_____	_____
Name	Relationship	Age

8. Current Address: Ownership: How long? \_\_\_\_\_ Rented: How long? \_\_\_\_\_  
If Rented, Name of Current or Most Recent Landlord: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone #: ( \_\_\_\_ ) \_\_\_\_\_



# SOUTHWEST PROPERTY MANAGEMENT

CORPORATION

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E-mail: [RViera@SWPropMgt.com](mailto:RViera@SWPropMgt.com)

## Character Reference Form

\_\_\_\_\_, 20\_\_\_\_.  
(Date)

Applicant's Reference's Name (Please print): \_\_\_\_\_

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

City, State & Zip: \_\_\_\_\_

Telephone #: \_\_\_\_\_

**RE: Applicant's Name:** \_\_\_\_\_

**Association Applying To:** VILLAGE WALK OF BONITA HOMEOWNER'S ASSOICATION, INC.

To Whom It May Concern:

The applicant(s) named above is applying for membership in a Homeowner's Association in Southwest Florida. The Board of Directors would appreciate it if you would furnish us with whatever information you consider pertinent regarding the character and stability of the applicant(s).

**Upon completion, please return this form to the APPLICANT. This completed Character Reference Form MUST be sent with the application in order for the Board to approve their purchase or lease. Thank you for your assistance in this matter!**

Very truly yours,  
Raquel Viera ext.12

Sales & Lease Administrator

**How do you know the applicant(s)?** \_\_\_\_\_

**For how long have you known the applicant(s)?** \_\_\_\_\_

**Would the applicant(s) make a good neighbor, in your opinion?**  Yes  No

**Please describe the applicant(s) character and stability, as you know them:**

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

\_\_\_\_\_  
Reference's Signature

# SOUTHWEST PROPERTY MANAGEMENT

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**For how long have you known the applicant(s)?** \_\_\_\_\_

**Would the applicant(s) make a good neighbor, in your opinion?**  Yes  No

**Please describe the applicant(s) character and stability, as you know them:**

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

\_\_\_\_\_  
**Reference's Signature**

## **Parents with Children, Please Note: Rules and Regulations for Children in the Town Center**

- Town Center:** Children 13 and under must be accompanied by a parent.
- Fitness Center:** Children 13 and under are not allowed in the Fitness Center. Children 13-15 may use the Fitness Center if:  
1) they have had a fitness training session with one of our fitness trainers, **and**  
2) they are accompanied by a parent.
- Swimming Pool:** Children under 12 must be accompanied by a parent or responsible adult.
- Library:** Children under 16 must be accompanied by an adult. A 1 hour use limit is in effect for the use of the computers. Computers are not to be used for entertainment, such as video games or listening to music.
- Sidewalks at the Town Center** (i.e. all paver areas) are for pedestrian use only: skating, biking, rollerblading, skateboards or scooters are not permitted on the Town Center sidewalks.

**I have read and understand the Town Center Rules and Regulations regarding Children in the Town Center and will have my children abide by these Rules and Regulations.**

Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

# VillageWalk of Bonita Springs HOA

## FITNESS CENTER RELEASE ALL FITNESS CENTER USERS

The VillageWalk of Bonita Fitness Center is a community amenity. All owners, residents, family members and guests of owners or residents, age 16 years and older, have the right to use the Fitness Center without paying a specific fee. Persons age 13 up to 15, who have had a session with a personal trainer on the proper use of equipment may also use the Fitness Center, but must be accompanied by an adult guardian who will assume full responsibility for the individual while using equipment and machinery in the Fitness Center. No persons under the age of 13 are allowed in the Fitness Center.

The Fitness Center has equipment and machinery which provide cardiovascular and strength training benefits to help promote better health for the participant. The use of the equipment and machinery in the Fitness Center can, nonetheless, be a potentially hazardous activity. The risk of injury or even death may arise from the improper use of the equipment and machinery or from use by a person who may not be physically fit or in good physical health or for other reasons.

Any person who uses the Fitness Center should be evaluated by a physician and assured that participating in stressful physical activity is in his or her best interest. The responsibility to receive medical clearance rests exclusively with the person using the Fitness Center, and will continue to be the obligation of the participant as long as he or she uses the Fitness Center.

The Fitness Center is an unsupervised amenity and each person using the Fitness Center is assuming any risk associated with using equipment and machinery in the Fitness Center. Personal trainers at the Fitness Center are independent contractors who may provide assistance to a participant on the activities which are best suited for a particular personal fitness situation. The Fitness Center is not responsible for the advice or actions of any personal trainer. A list of personal trainers who can participate in the Village Walk of Bonita Springs HOA Fitness Center is available from the Activities Director. All personal trainers employed by a Fitness Center participant are at the participant's own expense and at their own risk.

## **Village Walk of Bonita Homeowners Association, Inc.**

### **❖ RULES AND REGULATIONS ❖**

The definitions contained in the Declaration of Covenants and Restrictions for Village Walk of Bonita are incorporated herein as part of these Rules and Regulations.

1. The owners and lessees of each lot shall abide by each and every term and provision of the Declaration of Covenants and Restrictions, and each and every term and provision of the Articles of Incorporation and Bylaws of the Association.
2. No bicycles, tricycles, scooters, baby carriages or other similar vehicles or toys shall be allowed to remain in the Common Areas. The walkways, bridges, sidewalks and streets shall not be obstructed.
3. Any damage of the Common Areas, property, or equipment of the Association caused by any owner, his family member, guest, invitee or lessee shall be repaired or replaced at the expense of such owner.
4. An owner will not park or position his vehicle so as to prevent access to another lot. The owners, their families, guests, invitees, licensees, and lessees will obey the posted parking and traffic regulations installed for the safety and welfare of all owners.
5. No owner shall do or permit any assembling or disassembling of motor vehicles except within his garage. Each lot owner shall be required to clean his driveway of oil or other fluid discharged by his motor vehicle.
6. No transmitting or receiving aerial or antenna shall be attached to or hung from any part of a lot or the common areas.
7. No clothesline or other similar device shall be allowed on any portion of the common areas.
8. All garbage and refuse from the lots shall be deposited with care in each owner's private garbage containers, which shall be placed so that are not visible from the roads or from adjoining units. No garbage or refuse shall be deposited in any Common Area for any reason, except on the correct days of the week for pickup and removal. No littering shall be done or permitted on the Association Property.

9. No motorcycle, ATV, truck that is not used for personal or family use, trailer, boat, van, camper, motor home, bus, commercial vehicle of any type (i.e., any vehicle which has any exterior lettering or logo, or has tools or equipment), vehicles that are unlicensed or in disrepair, non-passenger van (i.e., any van which does not have a rear seat and side windows), or similar vehicle shall be parked on any part of the Properties, any driveway, or designated parking space within the Properties except (1) within a garage, (2) commercial vehicles, vans or trucks delivering goods or furnishing services temporarily during the daylight hours, and (3) upon such portions of the Properties as the Board may jointly, in their discretion, allow. Vehicles over eighty (80") inches in height, or those vans or trucks which do not have windows completely circling the vehicles exterior (similar to windows around a station wagon), and permanent installed seating for four or more passengers, shall be considered to be a prohibited vehicle, van or truck. The Association shall have the right to authorize the towing away of any vehicles in violation of this rule with the costs and fees, including attorney's fees, if any, to be borne by the vehicle owner or violator.
10. No garage doors shall be permitted to remain open except for temporary purposes, and the Board may adopt further rules for the regulation of the opening of garage doors.
11. Complaints regarding the management of the Association property, or regarding the actions of other Owners, their families, guests, or lessees shall be made in writing to the Association and shall be signed by the complaining Lot Owner.
12. Any consent or approval given under these Rules and Regulations by the Association may be modified, added to, or repealed in accordance with the Bylaws of the Association.

By Resolution of the Board of Directors of Village Walk of Bonita Homeowners Association, Inc I/We have read the above Rules and Regulations as stated in the Declaration of Covenants for Village Walk of Bonita Homeowners Association, Inc.

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

## **Village Walk of Bonita Homeowners Association, Inc.**

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By Resolution of the Board of Directors of Village Walk of Bonita Homeowners Association, Inc I/We have read the above Rules and Regulations as stated in the Declaration of Covenants for Village Walk of Bonita Homeowners Association, Inc.

## ARTICLE XX

### CONVEYANCES

In order to assure a community of congenial residents and thus protect the value of the Units in VillageWalk, the sale or lease of Units shall be subject to the following provisions:

20.1. Notice to Association. Not less than 20 days prior to: (i) the date of any closing of a sale, or (ii) the effective date of any lease; the Unit Owner shall notify the Association in writing of his or her intention to sell or lease his or her Unit and furnish with such notification a copy of the contract for purchase and sale or a copy of the lease, whichever is applicable. Except as provided in paragraphs 20.3. and 20.4. below, it is not the intention of this Article to grant to the Association a right of approval or disapproval of purchasers or lessees. It is, however, the intent of this paragraph to impose an affirmative duty on the Unit Owners to keep the Association fully advised of any changes in occupancy or ownership for the purposes of facilitating the management of the Association's membership records. As this Article is a portion of the Declaration which runs with the land, any transaction which is conducted without compliance with this Article may be voidable by the Association.

20.2. Lease Agreement Terms. Any and all lease agreements between an Owner and a lessee of such Owner shall be in writing, shall provide for a term of not less than four (4) months, and must provide that the lessee shall be subject in all respects to the terms and provisions of this Declaration and that any failure by the lessee under such lease agreement to comply with such terms and conditions shall be a material default and breach of the lease agreement. The lease agreement shall also state the party who will be responsible for the assessments as stated above, and it shall be the obligation of all Unit Owners to supply the Board with a copy of said written agreement prior to the lessee occupying the premises. Unless provided to the contrary in a lease agreement, a Unit Owner, by leasing his Unit, automatically delegates his right of use and enjoyment of the Common Areas and facilities to his lessee; and in so doing, said Owner relinquishes said rights during the term of the lease agreement.

20.3. Association Approval. Upon receipt of a copy of the contract for purchase and sale or a copy of the lease, the Association shall within ten (10) business days, issue a Certificate indicating the Association's approval of the transaction. In the event of a sale it shall then be the responsibility of the purchaser to furnish the Association with a recorded copy of the deed of conveyance indicating the owner's mailing address for all future assessments and other correspondence from the Association. Provided, however, prior to the issuance by the Association of a Certificate indicating the Association's approval of the transaction, the purchaser or lessee shall be required to agree to comply with the Rules and Regulations of the Association.

20.4. Delinquent Unit Owners. Notwithstanding the provisions above, in the event that a Unit Owner is delinquent in paying any assessment, or the Owner or his buyer, family, guests, agents, licensees or invitees are not in compliance with any provisions of the Homeowners Documents, the Association has the right to disapprove of any sale; and in the case of a lease, the right to disapprove of and to void any lease at any time prior to or during the leasehold tenancy until any delinquent assessment is paid and/or until any violation of the Homeowners Documents is corrected.