

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

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
_____	_____	_____
_____	_____	_____

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

9. Bank Reference: Name: _____ phone# _____

10. Have you ever been convicted of a felony or crime involving violence to persons or property? If so, give full details. _____

11. Person to be notified in case of an Emergency: _____

Address: _____

Relationship: _____ Phone #: _____

12. Make/Model of Car(s) to be kept at VillageWalk of Bonita Homeowners Association, Inc.

_____/_____/_____ Color: _____ Year: _____ License #: _____ State: _____

_____/_____/_____ Color: _____ Year: _____ License #: _____ State: _____

13. Two Personal References **NON-FAMILY MEMBERS**

Have references complete attached Character Reference Forms to be returned with this application

(Not applicable to repeat tenants. Please indicate previously rented home: _____)

14. Mailing address for notices connected with this application:

Name: _____ Phone #: _____

Address: _____ City: _____ State: _____ Zip: _____

15. **I/We have received, read, and agree to abide by, the Declaration and any and all properly promulgated Rules & Regulations of Village Walk of Bonita Homeowners Association, Inc.**

16. This application will not be considered without the \$50 non-refundable application fee.

(Not applicable to annual renewal tenants of a previously approved lease at the same address.)

Make check payable to: Southwest Property Management.

LESSEE

LESSEE

FOR AN APPROVAL TO BE ISSUED, THE COMPLETED APPLICATION, REFERENCES, SIGNED ACCEPTANCE OF RULES & REGULATIONS, A COPY OF THE SIGNED LEASE AGREEMENT, ALONG WITH THE FEE MUST BE RETURNED 20 DAYS PRIOR TO OCCUPANCY TO:

SOUTHWEST PROPERTY MANAGEMENT CORP.

1044 CASTELLO DRIVE, SUITE #206

NAPLES, FL 34103-1900

ACTION TAKEN BY BOARD OF DIRECTORS

Approved

Disapproved

Date: _____

Contingent: _____

By: _____

(Board Member)

(Office)

ANY APPROVAL IS VOID IN THE EVENT OF FALSE STATEMENTS IN THE ABOVE APPLICATION

SOUTHWEST PROPERTY MANAGEMENT

CORPORATION

1044 CASTELLO DRIVE, SUITE #206
NAPLES, FLORIDA 34103-1900
(239) 261-3440 EXT.12 ♦ FAX: (239) 261-0562
E-mail: 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 is 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

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Very truly yours,
Raquel Viera ext.12

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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

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.