



## Villagewalk Lease Acknowledgement

Villagewalk Bonita c/o KW Property Management & Consulting  
**15291 Latitude Dr — Suite 100**  
**Bonita Springs, FL 34135**  
**Phone: (239) 949-9909 — Fax:**

### Lease Acknowledgement Check List:

- HOA Office must receive lease form **20 days prior** to lease start date. Please complete the entire form. Uncompleted forms will delay your gate access.
- Signed acceptance of **Rules and Regulations and Article XII**. Please make sure all occupants 18 years and older review and sign the rules.
- **Vehicle** information section - Make sure applicants list their complete vehicle information. Attach copy vehicle registration.
- Attach legible copy of the complete **Lease Agreement** signed by both parties.
- Attach copy of a valid Driver's License and vehicle registration.
- **INCLUDE NON-Refundable \$50 administration fee** payable with check or money order. Please make payable to: **VillageWalk of Bonita Springs HOA**. One complimentary barcode included in processing fee.
- Upon arrival of the lease date the barcode will be at the guard gate.

**VILLAGEWALK OF BONITA HOMEOWNERS ASSOCIATION, INC.**

**c/o KW Property Management**

15291 Latitude Dr — Suite 100  
Bonita Springs, FL 34135  
Phone: (239) 949-9909

**Association Name:** VillageWalk of Bonita Springs

Property Address/Unit #: \_\_\_\_\_

Unit Owner Name: \_\_\_\_\_

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

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

City, State, and Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

**Occupant Information Name**(list all residents): \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

**Renter Information Name:** \_\_\_\_\_ Lease Start Date: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Emergency Contact Name:** \_\_\_\_\_ Relationship: \_\_\_\_\_

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

City, State, and Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

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

**PETS** Do you have any pets?    Yes    No    If yes how many? \_\_\_\_\_

Breed \_\_\_\_\_ Picture \_\_\_\_\_ Weight \_\_\_\_\_ Age \_\_\_\_\_

**VEHICLES:**

Barcode Assigned (office use only): \_\_\_\_\_

Tag # & State: \_\_\_\_\_ Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_ Color: \_\_\_\_\_

Tag # & State: \_\_\_\_\_ Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_ Color: \_\_\_\_\_

I/We have read the attached Article XII and Rules and Regulations as stated in the Declaration of Covenants for Villagewalk of Bonita Springs HOA

**Signed:** \_\_\_\_\_ **Signed:** \_\_\_\_\_

**Signed:** \_\_\_\_\_ **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.

**By my/our signature below I/We are accepting responsibility for the keyed access to the fitness center and am releasing the VillageWalk of Bonita Springs HOA, from any and all obligations and liabilities including injury or even death from said use of the Fitness Center by Myself, Family Members and Guests.**

\_\_\_\_\_  
Street #

\_\_\_\_\_  
Street Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **Applicant Copy**

### **VILLAGEWALK OF BONITA HOMEOWNERS ASSOCIATION, INC.**

**c/o KW Property Management & Consulting**

**15291 Latitude Dr — Suite 100**

**Bonita Springs, FL 34135**

#### **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 equipment 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 where 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 (Le., 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

## ARTICLE XII USE RESTRICTIONS

12.1. Residential Uses. The Units and Common Areas may be used only for residential, recreational, and related purposes (which may include, without limitation, offices for any property manager retained by the Association or business offices for the Developer) and limited portions of the Common Areas may be used in a commercial capacity, as may be more particularly set forth in this Declaration, Subsequent Amendments hereto, subsequently recorded declarations creating Neighborhood Associations subject to this Declaration, or the ordinances or requirements of the County or Municipality. The declaration or other creating document for any Neighborhood Association may impose stricter standards than those contained in this Article. The Board shall have standing to enforce such standards. In the event of any conflict between the requirements of this Declaration, and its amendments, and the requirements or ordinances of the County or the Municipality, the stricter requirements shall prevail.

12.2. Use Restrictions. The Board shall have the authority to make and enforce standards and restrictions governing the use of the Common Areas, in addition to those contained herein, and to impose reasonable user fees for use of the Recreational Facilities. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, canceled, or modified in a regular or special meeting of the Association by Voting Members representing a majority of the Class "A" votes in the Association and by the vote of the Class "B" member, so long as such membership shall exist.

A. Signs. No sign, symbol, name, address, notice, or advertisement shall be inscribed or exposed on or at any window or other part of a Unit or Common Areas without the prior written approval of the Board. The Board or the Developer shall have the right to erect signs as they, in their sole discretion, deem appropriate.

B. Parking and Garages. Vehicles shall be parked only in the garages or in the driveways serving the Units or in the appropriate spaces or designated areas in which parking may be assigned, and then subject to the reasonable Rules and Regulations adopted by the Board. Vehicles shall not be parked overnight on Roads or swales. All commercial vehicles, recreational vehicles, trailers, campers, camper trailers, boats, watercraft, motorcycles, and boat trailers must be parked entirely within a garage unless otherwise approved by the Board. No garage shall be used as a living area. No garage shall be altered in such a manner that the number of automobiles which may be parked therein after the alteration is less than the number of automobiles that could have reasonably been parked in the garage as originally constructed.

C. Occupants Bound. All provisions of the Homeowners Documents and of any Rules and Regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners, and which provide for sanctions against Owners, shall also apply to all occupants

of any Unit.

D. Animals and Pets. No animals may be raised, bred, or kept in any Unit, except that dogs, cats, or other household pets may be kept on the Unit, provided they are not kept, bred or maintained for any commercial purpose, or in numbers deemed unreasonable by the Board. Notwithstanding the foregoing, no animal may be kept in the Unit, which in the judgment of the Board results in a nuisance or is obnoxious to the residents in the vicinity. No Owner shall be permitted to maintain in his or her Unit any dog or dogs of mean or of violent temperament or otherwise evidencing such temperament. Pets shall not be permitted in any of the Common Areas unless under leash. Each pet owner shall be required to clean up after his or her pet. Each Owner by acquiring a Unit agrees to indemnify the Association, and hold it harmless against any loss or liability resulting from his or her, his or her family member's, or his or her lessee's ownership of a pet. If a dog or any other animal becomes obnoxious to other Unit Owners by barking or otherwise, the Owner shall remedy the problem, or upon written notice from the Association, he or she will be required to dispose of the pet.

E. Nuisance. No Unit shall be used, in whole or in part, for the storage of any property or thing that will cause such Unit to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept in any Unit that will emit a foul or obnoxious odor or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property or to VillageWalk as a whole. No illegal, noxious, or offensive activity shall be carried on in any unit, nor shall anything be done thereon tending to cause a nuisance to any person using any property adjacent to the Unit. There shall not be maintained any plants, animals, devices, or things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of VillageWalk.

F. Unsightly Conditions. All weeds, rubbish, debris, or unsightly materials or objects of any kind shall be regularly removed from the Units, and shall not be allowed to accumulate thereon. All refuse containers (except on scheduled trash pick-up days), all machinery and equipment, and other similar items of personal property shall be obscured from view of adjoining streets, Units or Common Areas. All Units shall be kept in a clean and sanitary condition and no rubbish, refuse, or garbage shall be allowed to accumulate, or any fire hazard allowed to exist. In the event an Owner fails to maintain his Unit as required, for a period of at least thirty (30) days, the Association shall have the right, exercisable in its discretion, to clear any rubbish, refuse, or unsightly debris and/or growths from any Unit deemed by the Association to be a health menace, fire hazard or a detraction from the aesthetic appearance of VillageWalk; provided, however, that at least fifteen (15) days prior notice shall be given by the Association to the Owner of such Unit before such work is done by the Association. In the event the Association, after such notice, causes the subject work to be done, then, and in that event, the costs of such work, together with interest thereon at the maximum rate permitted by the usury laws of the State of Florida, shall be charged to the Owner and shall become a lien on the Unit, which lien shall be effective, have priority and be enforced pursuant to the procedures set forth in this Declaration.

G. Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for the

reception or transmission of television, radio, or other signals of any kind shall be placed, allowed, or maintained upon any portion of VillageWalk, including any Unit, without the prior written approval of the ACC.

H. Subdivision of Unit. Units shall not be further subdivided or separated by any Owner, and no portion less than all of any such Unit, nor any easement shall be conveyed or transferred by an Owner; provided, however, that this shall not prevent corrective deeds, deeds to resolve boundary disputes and other similar corrective instruments. Developer, however, hereby expressly reserves the right to subdivide, replat, or otherwise modify the boundary lines of any Unit or Units owned by the Developer. Any such division, boundary line change, or replatting shall not be in violation of the applicable County subdivision and zoning regulations.

I. Pools. No above-ground pools shall be erected, constructed, or installed on any Unit.

J. Irrigation. No sprinkler or irrigation systems of any type which draw water from lakes, rivers, ponds, canals or other ground or surface waters shall be installed, constructed or operated by an Owner within VillageWalk unless prior written approval from the ACC has been obtained.

K. Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person, other than the Developer, or the South Florida Water Management District, may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Developer hereby reserves a perpetual easement across the properties for the purpose of altering drainage and water flow. Septic systems are prohibited in Villagewalk.

L. Tree Removal. No trees shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved by the ACC.

M. Sight Distance. All property located at street intersections shall be landscaped so as to permit safe sight across street corners. No fence, wall, hedge, shrub, or planting shall be placed or permitted to remain where it would create a traffic or sight problem.

N. Lighting. Except for seasonal decorative lights, which may be displayed between December 1 and January 10 only, all exterior lights must be approved by the ACC.

O. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of a Unit. Exterior sculpture, fountains, flags, and similar items must be approved by the ACC. No approval shall be required to display one (1) U. S. flag attached to a pole or dowel not larger than 1 inch in diameter which is wall mounted adjacent to the garage door of a Unit.

P. Energy Conservation Equipment. All solar heating apparatus must conform to the standards set forth in the HUD Intermediate Minimum Property Standards Supplement, Solar Heating, and domestic Water Systems. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as reasonably determined by the ACC. No solar panel, vents, or other roof-mounted, mechanical equipment shall project more than 1.5 feet above the surface of the roof of a Unit; and all such equipment shall be painted consistent with the color scheme of the roof of the Unit. This provision is not intended to prohibit the use of solar energy devices.



Q. Lakes and Water Bodies. All lakes, canals, and water bodies within the Committed Lands shall be primarily aesthetic amenities and all other uses thereof, including, without limitation, fishing, boating, swimming, playing, or use of personal flotation devices, shall be subject to the Rules and Regulations of the Board. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, canals, or water bodies within the Committed Lands.

R. Recreational Facilities. All recreational facilities and playgrounds furnished by the Association or erected within the Committed Lands, if any, shall be used at the risk of the user, and the Association shall not be held liable to any person or persons for any claim, damage, or injury occurring thereon or related to use thereof.

S. Business Use. The Units shall be used solely for Single Family purposes. Nothing herein shall be deemed to prevent an Owner from leasing a home to a Single Family, subject to all of the terms, conditions, and covenants contained in this Declaration. The Units shall not be used in any trade, business, professional, or commercial capacity. Nothing contained herein shall prohibit the Developer from carrying on any and all types of construction activity necessary to complete VillageWalk, including the construction and operation of sales models and office by the Developer until all of the Units have been sold.

T. Windows. All draperies, curtains, shades, or other window coverings installed in a Unit, and which are visible from the exterior of a Unit shall have a white backing, unless otherwise approved by the ACC.

U. Vehicles. No motorcycle, truck, trailer, boat, van in excess of 17 feet in length, 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), 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 Common Areas or any Unit driveway, or designated parking space within VillageWalk except: (1) within a garage, (2) commercial vehicles, vans, or trucks delivering goods or furnishing services temporarily during daylight hours, and (3) upon such portions of VillageWalk 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 vehicle's 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.

V. Hurricane Season. Each Unit Owner who intends to be absent from his home during the hurricane season (June 1 - November 30 of each year) shall prepare his Unit prior to his departure by doing the following: (i) Removing all furniture, potted plants, and other movable objects from his yard; and (ii) Designating a responsible person or firm, satisfactory to the Association, to care for his Unit should it suffer hurricane damage. Such person or firm shall also contact the Association for permission to install temporary hurricane shutters, which must be removed when no longer necessary for storm protection. At no time shall hurricane shutters be permanently installed, without the consent of the ACC.

W. Golf Carts. All golf carts leased, owned, or otherwise used by Owners may be parked,

placed, or stored only in the Unit garages. No golf cart shall be placed, parked, or stored on the lawn of any Unit or on any portion of the Common Areas, unless such area is specifically designated as a golf cart parking area by the Board. No golf cart shall be driven outside the entrance area or boundaries of VillageWalk. Owners of golf carts, by operating same within VillageWalk shall be presumed to have released the Developer and the Association of all liability arising from an owner's use of his golf cart. Each year, the Owners of golf carts shall provide the Association with proof of liability insurance in connection with the operation of their golf carts, and such insurance shall have such limits as shall be approved by the Association in its sole discretion. Each such insurance policy shall name the Association as an additional insured, and shall provide the Association with thirty (30) days' notice prior to its cancellation. An Owner who uses a golf cart shall be held fully responsible for any and all damages resulting from the misuse of a golf cart caused by the Owner, his family members, guests, licensees, invitees, employees, or agents, and the Owner shall reimburse the Association for any and all damages the Association may sustain by reason of such misuse. Such damages shall be collectible as a Special Assessment pursuant to the procedures for such assessments set forth herein.

X. Rules and Regulations. The Unit Owners shall abide by each and every Rule and Regulation promulgated from time to time by the Board. The Board shall give an Owner in violation of the Rules and Regulations, written notice of the violation by U.S. Certified Mail, return receipt requested, and fifteen (15) days in which to cure the violation. Should the Association be required to seek enforcement of any provision of this Declaration or the Rules and Regulations and prevail in such action, then the offending Unit Owner (for himself or for his family, guests, invitees, or lessees) shall be liable to the Association for all costs incurred in the enforcement action, including reasonable attorneys' fees, whether incurred in trial or appellate proceedings or otherwise.