

# 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.112❖ FAX: (239) 261-0562  
Email: [RViera@swpropmgt.com](mailto:RViera@swpropmgt.com)

MC

## Purchase 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 Current Owners within VillageWalk Bonita.)
- Signed acceptance of **Rules and Regulations** and **Fitness Center Waiver**. Please make sure all Occupants 21 years and older review and sign the rules.
- A legible copy of the complete **Sales Contract** signed by both parties.
- The \$50 non-refundable **application fee**. (Not applicable to Current VillageWalk Bonita Owners) 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!**

# SOUTHWEST PROPERTY MANAGEMENT

CORPORATION  
1044 CASTELLO DRIVE, SUITE #206  
NAPLES, FLORIDA 34103-1900  
(239) 261-3440 ext. 112 □ FAX: (239) 261-0562


## INSTRUCTIONS ON HOW TO OBTAIN CONDO DOCUMENTS

- If your Association has a Website, Current registered owners can access the website to see if there is a link to their association documents and print them from there.

OR

- To download and copy association documents from the Lee or Collier County Websites:

You can print a set off the clerk's website for free. You should verify with the clerk's office that the set you are downloading is current or you will have to search for any additional amendments. If there are additional items, the clerk's office should be able to direct you further.

| LEE COUNTY<br>Phone: 239-533-5000                      | COLLIER COUNTY<br>Phone: 239-252-2745  |
|--|--|
| <a href="http://www.leeclerk.org">www.leeclerk.org</a> | <a href="http://www.collierclerk.com/records-search/official-land-records-search">www.collierclerk.com/records-search/official-land-records-search</a> |
| ▶ Click <b>Official Records/Recording</b>              | ▶ Click <b>OR Document Search</b>  |
| ▶ Click <b>Official Record Search</b>                  | ▶ <b>PARTY NAME:</b> Business Name: <i>(Type Association Name)</i>   |
| ▶ Click <b>Official Record Public Search</b>           | ▶ <b>DOCUMENT TYPE:</b> <input type="checkbox"/> DECL : Declaration of Condo   |
| ▶ <b>Accept Disclaimer</b>                             | ▶  Search   |
| <b>Party Type:</b> Direct                              |  |
| <b>Name:</b> <i>(Type Association Name)</i>            |  |
| <b>Document Type:</b> Select DOC                       |  |
| ▶ Click Search Records                                 |  |

- **FOR REQUESTOR TO ORDER A SET OF CURRENT DOCUMENTS**

Contact Collier Abstract by emailing [collierabstract@yahoo.com](mailto:collierabstract@yahoo.com) or fax to 239-643-6822. Their phone number is 239-643-5252. It is an answering machine which will be responded to within 24 hours. Collier Abstract will take a credit card number for payment of fee and mail the copy directly to caller. The fee to order is \$50 and is guaranteed to have the up-to-date documents with any amendments.

COLLIER ABSTRACT USUALLY MAKES THESE DOCUMENTS AVAILABLE WITHIN 24 HRS

# VillageWalk of Bonita Homeowners Association, Inc.

% Southwest Property Management Corp.

1044 Castello Drive, Suite #206

Naples, FL 34103

☎ (239)261-3440 ♦ Fax: (239) 261-0562

## APPLICATION FOR APPROVAL TO PURCHASE

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

I hereby apply for approval to **Purchase address:** \_\_\_\_\_, in VillageWalk of Bonita Homeowners Association, Inc. **A complete copy of the signed Purchase Agreement is attached.**

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 Purchaser: \_\_\_\_\_
2. Full name of Spouse: \_\_\_\_\_
3. Home address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone: Home: ( \_\_\_\_ ) \_\_\_\_\_ Business: ( \_\_\_\_ ) \_\_\_\_\_  
Email Address: \_\_\_\_\_
4. Nature of Business/Profession: \_\_\_\_\_  
If retired, former Profession: \_\_\_\_\_
5. Company or Firm name: \_\_\_\_\_
6. 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. Person to be Notified in Case of an Emergency: \_\_\_\_\_  
Address: \_\_\_\_\_ City/State: \_\_\_\_\_  
Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_
10. Make/Model of Car(s) to be kept at VillageWalk of Bonita Homeowners Association, Inc.  
\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Year: \_\_\_\_\_ License PL#: \_\_\_\_\_ State: \_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Year: \_\_\_\_\_ License PL#: \_\_\_\_\_ State: \_\_\_\_\_

11. Two Personal References (non-family members) - Please have References complete and sign the attached Character Reference Forms to be submitted with this application (Not applicable to Current Owners or Previously Approved Tenants. Please indicate for which Home: \_\_\_\_\_)

12. Two Credit References(EXAMPLES: CREDIT CARD OR BANK)

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

13. Mailing address for notices connected with this application:

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

14. **CIRCLE ALL THE NUMBERS THAT APPLIES TO THE FOLLOWING**

I/We are purchasing this Unit with the intention to:

(1) Reside here on a full-time basis

(2) Reside here part-time

(3) Lease the Unit. ♦♦♦Please note there is an application process for all rentals.

**I will provide the Association with a copy of our recorded deed within ten (10) days after closing.**

15. I/We have received read, and agree to abide by, the Covenants, Conditions and Restrictions and any and all properly promulgated Rules & Regulations of VillageWalk of Bonita Homeowners Association, Inc.

**Please note: Seller needs to provide Documents or can be obtained from [www.villagewalkbonita.com](http://www.villagewalkbonita.com)**

16. A \$50.00 non-refundable application fee must be submitted with this application.(Fee not applicable to Current VillageWalk Owners) Make check payable to: Southwest Property Management

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
DATE

FOR AN APPROVAL TO BE ISSUED, THE COMPLETED APPLICATION, 2 REFERENCE FORMS, A COPY OF THE SIGNED RULES, EXECUTED COPY OF THE PURCHASE AGREEMENT, AND THE \$50 FEE MUST BE RETURNED 20 DAYS PRIOR TO CLOSING TO:

**SOUTHWEST PROPERTY MANAGEMENT CORP.**

**1044 CASTELLO DRIVE, SUITE #206**

**NAPLES, FL 34103**

**ACTION TAKEN BY BOARD OF DIRECTORS**

Approved

Disapproved

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

Reason: \_\_\_\_\_

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. 112 ♦ FAX: (239) 261-0562  
E-mail: [RViera@SWPropMgt.com](mailto:RViera@SWPropMgt.com)

## Character Reference Form

\_\_\_\_\_, 201\_\_\_\_\_  
(Date)

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

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

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

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

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

**Association Applying To:** VILLAGEWALK BONITA HOMEOWNERS' ASSOCIATION

To Whom It May Concern:

The applicant(s) named above is applying for membership in a Homeowners' 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 lease or sale.**

**Thank you for your assistance in this matter!**

Very truly yours,

Raquel Viera

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

CORPORATION

1044 CASTELLO DRIVE, SUITE #206  
NAPLES, FLORIDA 34103-1900  
(239) 261-3440 ext. 112 ♦ FAX: (239) 261-0562  
E-mail: [RViera@SWPropMgt.com](mailto:RViera@SWPropMgt.com)

## Character Reference Form

\_\_\_\_\_, 201  
(Date)

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

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

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

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

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

**Association Applying To:** VILLAGEWALK BONITA HOMEOWNERS' ASSOCIATION

To Whom It May Concern:

The applicant(s) named above is applying for membership in a Homeowners' 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 lease or sale.**

**Thank you for your assistance in this matter!**

Very truly yours,

Raquel Viera

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

## **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: \_\_\_\_\_



# 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



15291 LATITUDE DR. SUITE 100, BONITA SPRINGS, FL 34135

Office of the Town Center Manager

Phone: 239-949-9909

Fax: 239-947-3880

## **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 Golf Cart Registration Form # \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Insurance Company Name: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

## VillageWalk Rules, Regulations and Restrictions re: Golf Carts

1. Article XII. Use Restrictions. 12.2. 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.
2. All golf carts must be driven by a licensed driver age 16 or older.
3. Golf carts may be driven on the streets of VillageWalk or on the wide lake paths behind the homes and which connect the streets to the Town Center.  
Golf carts are not permitted on pedestrian sidewalks, or on the Town Center's paver sidewalks.
4. Golf carts must be parked in a designated parking slot at the Town Center.
5. All drivers are expected to use caution and care when operating around the residents of VillageWalk; drivers are liable for all personal injury to themselves and to other residents.
6. All golf carts must be registered with the HOA office, obey all traffic laws and posted traffic signs or drivers will be subject to fines.
7. Florida Law requires all golf carts driven on the roads after sunset to have head lights, tail lights and turn signals.

**The Lee County Sheriff's Office has been informed VillageWalk has implemented registration for golf carts. Two options for stickers: NOTE: Not all carts have a place to install a tag.**

1. Stickers are to be placed on the front center on the hood of the golf cart (\$3.00) or
2. Stickers are to be placed in the upper center of the VillageWalk tag (\$10.00).

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

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

By signing this registration Owner agrees to abide by all rules and regulations regarding Golf carts and their use as per the Homeowners Association, VillageWalk of Bonita Springs, 15291 Latitude Drive Suite 100, Bonita Springs, FL 34135

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.

VillageWalk of Bonita Springs 2018 Budget

|  | 2017 Budget | 2017 Projected | 2018 Budget | 2017 Fees Per Quarter | 2018 Fees Per Quarter | Percent Increase | Quarterly Dollar Increase |
|--|-------------|----------------|-------------|-----------------------|-----------------------|------------------|---------------------------|
| <b>INCOME</b>  |             |                |             |                       |                       |                  |                           |
| <b>HOMEOWNER FEES</b>                                  |             |                |             |                       |                       |                  |                           |
| 401 Cayman / Dublin                                    | \$789,849   |                | \$920,438   | \$878                 | \$967                 | 10.1%            | \$89                      |
| 403 Capri / Carrington                                 | \$1,606,975 |                | \$1,757,766 | \$934                 | \$1,022               | 9.4%             | \$88                      |
| 404 Garden Series                                      | \$667,363   |                | \$728,916   | \$964                 | \$1,053               | 9.2%             | \$90                      |
| 405 Oakmont & Classic Series                           | \$2,410,819 |                | \$2,628,814 | \$1,018               | \$1,110               | 9.0%             | \$92                      |
| 407 Carlyle  | \$464,508   |                | \$505,519   | \$1,085               | \$1,181               | 8.8%             | \$96                      |
| 408 Estate Series                                      | \$504,209   |                | \$546,617   | \$1,096               | \$1,188               | 8.4%             | \$92                      |
| 411 Total Maintenance Fees                             | \$6,443,722 | \$6,489,825    | \$7,088,070 |                       |                       |                  |                           |
| <b>MISCELLANEOUS REVENUE</b>                           |             |                |             |                       |                       |                  |                           |
| 415 Room Rental / Town Center                          | \$1,000     | \$2,000        | \$1,500     |                       |                       |                  |                           |
| 417 Owner Late Fees & Interest                         | \$27,200    | \$23,300       | \$24,200    |                       |                       |                  |                           |
| 418 Attorney & Legal Fees Reimbursed                   | \$3,500     | \$0            | \$3,500     |                       |                       |                  |                           |
| 419 Bad Debts Recovered                                | \$0         | \$0            | \$0         |                       |                       |                  |                           |
| 422 Gate Cards / Bar Codes                             | \$4,400     | \$5,700        | \$4,500     |                       |                       |                  |                           |
| 432 Business Rental (TC Business Lease)                | \$6,000     | \$3,600        | \$7,200     |                       |                       |                  |                           |
| 433 Gas Station Income                                 | \$220,200   | \$158,400      | \$155,500   |                       |                       |                  |                           |
| 434 Car Wash Income                                    | \$11,900    | \$9,900        | \$11,600    |                       |                       |                  |                           |
| 471 Comcast Signing Bonus                              | \$12,400    | \$12,400       | \$24,800    |                       |                       |                  |                           |
| 485 Social Activities Receipts                         | \$112,200   | \$127,800      | \$131,500   |                       |                       |                  |                           |
| 490 Other Income                                       | \$2,400     | \$1,600        | \$1,600     |                       |                       |                  |                           |
| 491 Checking Account Interest                          | \$2,500     | \$1,900        | \$1,900     |                       |                       |                  |                           |
|  | \$403,700   | \$346,600      | \$367,800   |                       |                       |                  |                           |
| <b>Total Income</b>                                    | \$6,847,422 | \$6,836,425    | \$7,455,870 |                       |                       |                  |                           |
| <b>COMMON EXPENSES</b>                                 |             |                |             |                       |                       |                  |                           |
| <b>UTILITIES</b>                                       |             |                |             |                       |                       |                  |                           |
| 500 Electricity - Street Lights                        | \$160,600   | \$158,200      | \$167,700   |                       |                       |                  |                           |
| 502 Electricity - Pumps, Fountains, Bridges & Aerators | \$53,700    | \$60,400       | \$64,000    |                       |                       |                  |                           |
| 504 Gatehouse - Electricity, Water, Sewer, Pest, HVAC  | \$4,200     | \$5,200        | \$5,500     |                       |                       |                  |                           |
| 506 Telephone - Guardhouse & Gate                      | \$3,000     | \$4,400        | \$4,500     |                       |                       |                  |                           |
| 508 Cable TV   | \$1,129,200 | \$1,201,300    | \$1,442,000 |                       |                       |                  |                           |
| 510 Town Center Internet & Cable                       | \$8,000     | \$8,000        | \$8,200     |                       |                       |                  |                           |
|  | \$1,358,700 | \$1,437,500    | \$1,691,900 |                       |                       |                  |                           |
| <b>ACCESS CONTROL</b>                                  |             |                |             |                       |                       |                  |                           |
| 600 ADT Security - Security Monitoring                 | \$326,300   | \$321,000      | \$326,300   |                       |                       |                  |                           |
| 602 Guard Service                                      | \$176,400   | \$174,200      | \$183,800   |                       |                       |                  |                           |
| 604 Entry Gates Repairs                                | \$3,000     | \$2,500        | \$3,000     |                       |                       |                  |                           |
| 606 Gatehouse Supplies & Janitorial                    | \$9,200     | \$7,400        | \$9,200     |                       |                       |                  |                           |
| 608 Security System Software & Computer                | \$5,300     | \$6,900        | \$8,900     |                       |                       |                  |                           |
| 609 Key Fobs   | \$0         | \$35,500       | \$2,000     |                       |                       |                  |                           |
|  | \$520,200   | \$547,500      | \$532,300   |                       |                       |                  |                           |

**FREQUENTLY ASKED QUESTIONS AND ANSWER SHEET**

Village Walk of Bonita Springs Homeowners Association, Inc.

As of: January 2018

**Q. Will any votes (voting) be required?**

A. One (1) vote for each unit owned.

**Q. What restrictions exist on my right to use my unit?**

A. See Covenants. Article XII p. 32 thru p. 37

**Q. What restrictions exist on the leasing of my unit?**

A. See Covenants. Article XX, p. 51 thru p. 52. Term of lease can not be less than four (4) months. Call Southwest Property Management Corp., (239) 261-3440, and ask for Sales and Leasing Department.

**Q. What restrictions exist on making any change to the exterior of my unit?**

A. See Covenants, Article XI, p. 30 – p. 32. Contact the Town Center HOA office for procedure. (239) 949-9909.

**Q. How can I get additional bar code stickers for me or my tenants?**

A. Contact the Town Center HOA office for procedure. (239) 949-9909.

**Q. How much are my assessments to the Homeowners Association for my unit type and when are they due?**

A. Assessments due quarterly – January 1, April 1, July 1, October 1.

|                               |                            |                              |
|-------------------------------|----------------------------|------------------------------|
| Capri/Carrington - \$1,022.00 | Carlyle - \$1,181.00       | Cayman/Dublon - \$967.00     |
| Estate Series - \$1,188.00    | Garden Series - \$1,053.00 | Oakmont/Classic - \$1,110.00 |

**\*Effective January 1<sup>st</sup>, 2017 CAPITAL RESALE CONTRIBUTION OF \$1,150.00 DUE FROM BUYER AT CLOSING\***

**Q. Do I have to be a member in any other Association? If so, what is the name of the Association and what are my voting rights in this Association? Also, how much are my assessments?**

A. Not Applicable

**Q. Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?**

A. Not Applicable

**Q. Is the Homeowners Association or other mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000? If so, identify each such case.**

A. No

**NOTE: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALES CONTRACT, AND THE HOMEOWNERS ASSOCIATION DOCUMENTS.**