



3200 Villagewalk Circle Ste. 100
Naples, FL 34109
Phone: 239-594-8044 Fax: 239-594-7588
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(Revised 12/15/11) cc

Application for Approval of Sale or Lease of Residential Unit

To: The Board of Directors of Village Walk Homeowners Association of Naples, Inc.

RESALE:

I hereby apply for approval to purchase the residence located at (property address) _____, Naples, FL and for membership in the Village Walk Association. A complete copy of the signed purchase agreement is attached with a closing date of: ____/____/____.

LEASE:

I hereby apply for approval to lease the residence located at (property address) _____, Naples, FL for the period beginning:
Month: _____ Day: _____, Year: 20_____, and ending
Month: _____ Day: _____, Year: 20_____.
A complete copy of the signed lease is attached. Minimum lease term is at least four (4) months.

In order to facilitate consideration of this application, I represent that the following information is factual and correct, and agree that any falsification, misrepresentation or incomplete information in this application will justify its disapproval. I consent to your further inquiry concerning this application, particularly of the references given below and a criminal and financial investigation into my background. **I agree to pay Village Walk of Naples, Inc. a non-refundable application fee of \$50.00 payable by check to Village Walk HOA of Naples.** (added 1/20/11)

Please type or print legibly the following information:

1. Full Name of Applicant: _____
Date of Birth: ____/____/____ SS# of Applicant: _____
(DOB and SS# is required, no exceptions)
2. Full Name of 2nd Applicant (if any): _____
Date of Birth: ____/____/____ SS# of Applicant: _____
(DOB and SS# is required, no exceptions)
3. Home Address: _____ City _____, State _____ Zip _____
Telephone #'s:
Home: (____) _____ Business: (____) _____
Cell: (____) _____ E-mail: _____

4. Nature of Business or Profession: _____
If Retired, Former Business or Profession: _____
Company or Firm Name: _____
Business Address: _____

5. The governing documents of Village Walk restrict units to use as single family residences only. Please state the name and relationship of all other persons other than the applicant who will be occupying the unit on a regular basis.

_____, _____
_____, _____
_____, _____

6. Name of Current or Most Recent Landlord: _____
Address: _____ Phone: _____
City/State: _____ Zip _____
Phone: (____) _____

7. List Two Personal References (local if possible):
Name: _____ Address: _____
Phone: _____ City/State: _____ Zip _____

Name: _____ Phone: _____
Address: _____ City/State: _____ Zip _____

8. List Two Credit References (local if possible):
Name: _____ Phone: _____
Address: _____
City/State: _____ Zip _____

Name: _____ Phone: _____
Address: _____
City/State: _____ Zip _____

9. Person to be notified in case of an Emergency:
Name: _____ Phone: _____
Address: _____
City/State: _____ Zip _____

10. Motor Vehicle to be kept at Village Walk: (Vehicle Registration and ID required.)
License Plate #: _____ Make: _____ Model: _____
Year: _____ Color: _____ State: _____ (Car Pass to Enter Gate: \$6.00 each Vehicle.)

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Year: _____ Color: _____ State: _____ (Car Pass to Enter Gate: \$6.00 each Vehicle.)

11. Mailing Address for Notices Connected with this Application:
Name: _____ Address: _____
City/State: _____ Zip _____

12. If this transaction is a **SALE**, please circle the line/number below that applies:

I am purchasing this unit with the intention to:

- (1) reside here on a full-time basis
- (2) reside here part-time
- (3) lease the unit

13. I am aware of, and agree to abide by the Declaration of Covenants and Restrictions for Village Walk, the Articles of Incorporation and Bylaws of the association, and any and all properly promulgated rules and regulations. I acknowledge receipt of a copy of the Associations rules. **Initial:** _____ **Initial:** _____.

If this transaction is a SALE, the prospective purchaser will be advised by the Association office within a 10 day period from the date of receipt of application and all information and appearances requested, of whether this application has been approved. The prospective purchaser(s) is responsible at closing for payment to the Association of a Resale Capital Contribution Assessment in the amount of two-thirds (2/3rds) of the most recent quarterly assessment. The current amount of the **Resale Capital Contribution Assessment** is \$_____. **Initial:** _____ **Initial:** _____. Approval is given contingent on all past due maintenance fees and Capital Contribution paid on parcel (if any), in full (see estoppel). **Note:** Ensure that Real Estate Agent, Attorney or Title company is aware of this requirement and make sure payment is made to the Association at closing. (Added to VW Doc's July 1, 2009.)

If this transaction is a LEASE, the prospective lessee (tenant) will be advised by the Association office within a 10 day period from the date of receipt of application and all information and appearances requested, of whether this application has been approved. If this transaction is a **LEASE**, this application must be signed by the lessee applicant and by the realtor or other persons who acted as rental agent for the unit owner. I, **Lessee** (tenant) **Initial:** _____, _____ understand and agree that the Association, if it approves a lease, is authorized to act as the owner's agent, with full power and authority to take whatever action may be required, including eviction, to prevent violations by lessees and their guests, of provisions of the Declaration of covenants and Restrictions for Village Walk, the Association's Bylaws, and the Rules and Regulations of the Association. I, **Lessee** (tenant) **Initial:** _____, _____ also understand and agree that if the lease to the unit is approved and any special assessment or installment of a regular assessment for a unit remains unpaid for at least thirty(30) days after the due date and a Claim of Lien has been recorded against the unit, then, upon written notice mailed to both the owner and the lessee of such delinquency, both the owner and I, **Lessee** (tenant) **Initial:** _____, _____ agree that all future lease payments due under the lease shall be paid by the lessee (tenant) directly to the Association until such time as the Associations notifies both the owner and lessee (tenant) that all sums due the Association have been paid in full. Such lease payment shall be funds of the Association to be utilized for any Association purpose at the discretion of the Board and shall only be remitted to the owner if full payment of all amounts due the Association have been paid by the owner and a Satisfaction of Claim of Lien has been recorded. (Added to VW Doc's July 1, 2009.)

Note: *Renewal of Lease* – there is a \$20.00 charge for each person for renewing any lease. (added 7/6/11)

Note: Homeowner is responsible for all applicable tourist tax and sales tax in accordance with Collier County Tax Collector for **Leases** 6mths or less. **Initial:** _____ **Initial:** _____
For more details visit: <http://www.colliertax.com/ttax.html>

Lease: As the **Rental Agent** for the unit owner, the undersigned agree to be responsible for immediate correction or prevention of any violations by the tenants for the restrictive covenants or rules applicable to Village Walk including termination of the lease and removal of the tenant.

By signing this application, I understand that the following terms apply when purchasing a home in Village Walk of Naples, Inc. (added 9/10/10)

- Any exterior changes to my lot and/or house to include but not limited to landscape and painting requires approval from the ACC (Architectural Control Committee)
- Original "Builder" plantings will be replaced at the Associations expense.
- Landscape installed by me and/or previous owners when needed will be replaced at my expense.
- All Landscape removed and/or replaced by the homeowner and/or Association will be maintained by the Association appointed Landscape Company.
- Quarterly Maintenance Fees are due on July 1, October 1, January 1, April 1, regardless if I receive an invoice.

Sales and/or Lease

Date: ____/____/____

Sales and/or Lease

Date: ____/____/____

Applicant(s) Signature
(purchaser or tenant)

Applicant(s) Signature
(purchaser or tenant)

***Realtor must complete the below portion or it may delay the time of approval.**

***Realty Company (if applicable)**

***Signature of Sales/Rental Agent**

***Phone # of Sales/Rental Agent**

***Print Name of Sales/Rental Agent**

***Agent Email:** _____

***Closing ATTY/TITLE Co.:** _____

***Attn:** _____ ***Phone:** _____

***Address:** _____

***City:** _____, ***State:** _____ ***Zip:** _____

Fax: _____ ***Email:** _____

To request ESTOPPEL e-mail vwadmin@comcast.net or fax to 239-594-7588.

Application must be complete and returned to the following address below at least 10 days prior to the closing of a *SALE* or the beginning of a *LEASE*. Fax or mail (originals) and all completed documents to:

**Village Walk of Naples, Inc.
3200 Villagewalk Circle Ste. 100
Naples, FL 34109**

The following items **MUST** be included at the time the application is submitted to Village Walk of Naples, Inc. An incomplete Sales/Lease Packet will cause delays in processing.

- Check List:** _____ Fully completed application
_____ Copy of executed Sales/Lease contract
_____ SIGNED copy of Rules and Regulations
_____ SIGNED copy of ACC Criteria
_____ \$50.00 Application Fee
_____ \$20.00 Lease Renewal Fee (each person)

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

For Office Use Only

Application Approved: _____ **Application Disapproved:** _____

Date: _____ **By:** _____, **Paul Maddry, CAM**
(Officer/Director or Authorized Representative)

RULES & REGULATIONS

The definitions contained in the Declaration of Covenants and Restrictions for Village Walk 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 By-Laws 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.
5. 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.
6. No transmitting or receiving aerial or antenna shall be attached to or hung from any part of a lot or the common areas (excluding Satellite Dishes, see number 21).
7. No towels, garments, rugs, etc., may be hung from windows, railings or other parts of the Residential Units. No clotheslines or drying yards shall be located so as to be visible from neighboring Units or from the interior roadways within Village Walk.
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 they 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. Motor Vehicles and Boats. No motorcycle, off-road sport vehicle (including trail-bikes, mini-bikes, three or four wheel all-terrain vehicles, and dune buggies), golf carts, trucks (including pick-up trucks), trailers, boats, vans or sport utility vehicles of excessive length or height (i.e. longer or higher than can be kept in the Unit's closed garage), campers, motor homes, buses, commercial vehicles of any type (i.e. any vehicle which has any exterior lettering or logo, or has visible tools or equipment), non-passenger vans (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 or 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 daylight hours (except emergency service after daylight hours), and (3) upon such portion of the Properties as the Board may, in its discretion allow. No maintenance or repair shall be performed upon any motor vehicle, boat, trailer or camper except within an enclosed garage. The Association shall have the right to authorize the towing away of any vehicle in violation of this rule or to bring legal action to enforce this rule and in the case of either towing or legal action, the costs and fees (including attorney's fees, if any) are to be borne by the vehicle Owner or violator.
10. All contractors performing work at homes cannot start before 8 am and must end work by dusk. Addition to rules and Regulations.
11. No garage doors shall be permitted to remain open except for temporary purposes. The Board may adopt further rules for the regulation of the opening of garage doors.
12. All recreation devices including but not limited to portable basketball goals, canoes, and other boats must be kept in the garage when not in immediate use.
13. The Fitness Center is closed between the hours of 11:00 PM and 5:00 AM (See Village Gym Rules and Regulations for full list of rules).

14. The Swimming Center hours are 8:00 AM to Dusk (See Swimming Pool Rules and Regulations for entire listing of rules).
15. No Smoking is permitted within the gated community pool areas
16. Landscaping:
 - A. Homeowners may not elect to perform their own landscape maintenance as per Association Documents.
 - B. Homeowners may not make ANY changes to their landscaping with exception to annual flowers (i.e. plant anything, remove anything) without first obtaining written permission from the ACC.
 - C. No new fruit trees, bougainvillea or cactus are allowed.
17. Complaints regarding the management for 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.
18. "The feeding of wildlife at Village Walk, including but not limited to, Alligators and Muscovy Ducks is prohibited."
19. United States flag - *Criteria:* Any homeowner can display one portable, removable flag as prescribed by Federal and State Law. However, for safety reasons, the flag must be displayed using a wall mounted bracket attached to the house next to the garage door and the flag pole may not exceed 6' (6 feet) in length.
20. Policy for holding events in the pool area - Events may be held in the pool area with the approval of the Town Manager and clearance by the Activities Director. Restrictions do apply: Pool rules must be followed. The event must be open to the entire community. Participation is limited to Village Walk Homeowners and overnight house guests. Food is allowed but must be catered and/or pot luck (if catered, Village Walk restaurant must have right of first refusal). Cooking at the pool or other common areas, including but not limited to barbecue grills, is not allowed.
21. Satellite Dishes – *Criteria:* Satellite dishes must be installed at preferred lot locations if a signal can be obtained. The preferred lot locations are either in the rear or side of a home at a location least visible from the street and surrounding homes. If a signal cannot be obtained from a preferred lot location, then an alternative location will be acceptable. Please contact the Association Manager for assistance if you plan to install a satellite dish.
22. Any consent or approval given under these Rules and regulations by the Association may be modified, added to or repealed in accordance with the By – Laws of the Association.

By Resolution of the Board of Directors of
 Village Walk Homeowners' Association of Naples, Inc.

I/We have read the above Rules & Regulations as stated in the Declaration of Covenants for Village Walk Homeowners Association of Naples, Inc.

Date: _____

 Purchaser or Tenant

Date: _____

 Purchaser or Tenant

Village Walk of Naples
Architectural Planning Criteria

(Revised 12/15/2011)

This list of “*Criteria*” must be followed when making any exterior changes to your property. All changes must have prior ACC approval and standards must be maintained as they were approved. **All exceptions to this criteria list must first be approved by the Board of Directors.**

Arbors – *Criteria:* Must be placed in a planting bed within the homes lot line and not on common property. Arbor cannot be any larger than 45” in width, 20” in depth and 84” in height. Arbor must not interfere with landscaper’s access to trim surrounding bushes and/or plants. Color must be complementary to the color of the home.

Attached hose apparatus – *Criteria:* Attached hose apparatus must not be visible from the street.

Borders and Edging - *Criteria:* No boarder and/or edging shall be permitted along walkways and driveways that rises above existing grade of the walkway or driveway.

Coach lights – *Criteria:* Lights must be a “Traditional Style” with four (4) sides of clear panes. Size must be between 10” -15” in height and 8”-12” in width for body of light fixture. Total height of the light fixture, including stems, cannot exceed 24” in height. Color must be black, dark brown or dark green.

Driveways – *Criteria:* Any change to the surface of the driveway, other than upkeep and maintenance, must be done with pavers. Exception to criteria – Driveways that are stamped and/or painted can be repainted to match the existing color(s) scheme or re-painted with the color of DiVosta Tan as currently approved for the walkways and decks around home. All pavers or repainting must be approved by the ACC before any work is done.

Exterior wall decorations (excluding walls inside screened lanai or enclosure) *Criteria:* Decoration cannot be hung on any wall of the home facing the street. Decoration can be no more than four (4) inches in depth and three (3) feet in diameter, length or width. Color of decoration must be complementary to the color of home. No live plantings, such as vines, can be grown on any walls of the home or privacy wall dividing homes.

Fences – No fence of any height or style is permitted.

Fish ponds – *Criteria:* Fish ponds must be located within the homes lot line and not on any common area, County, or zero lot line easement. Pond can not be visible from the street and must be maintained to meet county health codes.

Flags – *Criteria:* As per Florida Statue, display of one official United States flag and optional addition of an official flag of the State of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag is allowed. No other type of flag is permitted.

Front entry screen doors - *Criteria:* The door must be of a style consistent with current Village Walk front entry screen doors and be constructed with white aluminum and charcoal colored screen. Picture or drawing of style and design must be submitted to the ACC.

Front door replacement - *Criteria:* The door must be the same design and color as the original.

Garage door screens - *Criteria:* Screens must be white or charcoal in color with white side rails and sweep.

Holiday Decorations – *Criteria:* Temporary decorations for a holiday may be put up no more than five (5) days prior to the day of holiday and must be taken down no later than five (5) days after day of holiday. *Exception:* Decorations for Christmas and Hanukkah may be put up during the week of Thanksgiving and must be taken down no later than January 10th.

House mounted numbers – *Criteria:* Numbers must be “Block style”. Size must be between 4” - 5” inches in height and 3” - 4” inches in width and no more than 1” in depth. Color must be black.

Landscape lighting – *Criteria:* All lighting must be located in a planting bed and must not interfere with the landscaper’s access to trim surrounding bushes and/or plants. Color of light fixtures must be Black or Dark Green. All lights must be approved by the ACC for location and maintained to standards as approved. All 110V or over lighting **MUST** be UL certified.

Landscape plantings – *Criteria:* Any additions, changes and/or removal of plants or trees must be approved first by the ACC. All plants selected for installation must be from the approved Village Walk Community Planting Guide. *Exception:* Annual flowers may be planted by the homeowner in the existing planting beds without approval. However, the annual flowers must be maintained and removed when they reach the end of their life span. No artificial plants or flowers are permitted. No trellises are allowed.

Lighted house number signs – *Criteria:* The frame must be white with black numbers. The size of sign must be 5” to 7” in height and 10” to 13” in width and no more than 4” in depth. Signs must be installed at the center of the double garage doorframe; flush with the top of the opening. All other attached house numbers must be removed. *Exception:* Side garage entry Oakmont Model Home – Original numbers must remain, to meet County Code.

Painting the house exterior, walkways, privacy wall, front door and garage doors - *Criteria:*

- 1.) The paint color must be the same as the original paint color with exception of walkways which must be the same color as was previously approved by the ACC.
 - 2.) The Town Manager is required to verify and approve the color selected prior to painting or repainting any of the aforementioned structures. Failure to obtain such approval may result in rejection of a disapproved color and the requirement to repaint with approved colors.
 - 3.) Approved paint color charts are available in the Town Manager’s Office.
 - 4.) No touch-up or partial painting is allowed unless paint matches existing surrounding paint area.
-

Patio extensions – *Criteria:* All patio extensions at rear of home are required to have a screened enclosure.

Permanent Gas and/or Propane Tanks – *Criteria:* Tanks can be no larger than 50 gal capacity. Tanks must be installed in accordance with all County and Fire codes and NPGA regulations. Tank must be located within the real property line of the home and screened with approved Village Walk plantings so tank is not visible from road or neighbors view.

Permanent hurricane shutters and/or snap on fabric hurricane protection - *Criteria:* Shutters must be white in color or transparent. Fabric must be white in color. Hurricane shutters and fabric must meet all Federal, State, and County/Local codes. Permanent hardware mounted on the house to secure the shutters must be white or match the color of the house.

Pool heat pumps located outside screened enclosed area - *Criteria:* Must be located within homes real property lined and screened with Village Walk approved plants of a size to reduce the visibility of the apparatus.

Removal of trees - Criteria: Homeowner must adhere to the Collier County Code that requires a minimum of two (2) native canopy trees per residential lot. It is required that the stump of the tree also be removed. Neighbor's signature is required if the tree borders the property line or is in the easement.

Replacement of roofing tile - Criteria: Replacement tile must be the same size, color, and material as the original.

Roof extensions – No additions and/or extensions of roof is allowed to be constructed to the original roof line of home as constructed by DiVosta.

Solar panel piping - Criteria: Solar panels and piping on the roof must be black; piping located below the roofline must be white or match the color of the house.

Solar Powered Free Standing Lighted House Number Signs: Criteria: Unit must consist of a black or gun metal colored frame with white box display and black numbers or vice versa. Size cannot exceed 24"x 12"x 6". The unit must be displayed so as not to interfere with lawn or shrub maintenance. Original House numbers must remain on the house.

Statues, figurines and pots - Criteria: Item must be placed in mulched planting beds or on sidewalk within the homes lot line and not on common property. Items cannot be larger than four (4) feet in height and two (2) feet in diameter. Color must be complementary to the color of home. Item must NOT interfere with the landscaper's access to trim surrounding bushes and/or plants.

Window tinting and security film - Criteria: Must be charcoal in color. Windows must not have a mirrored look when viewed from the exterior of the home.

I/We have read and understand the above ACC Criteria List Regulations as stated and will follow them as set forth in the Declaration of Covenants for Village Walk Homeowners Association of Naples, Inc.

Date: _____

Purchaser or Tenant

Date: _____

Purchaser or Tenant