



Resale Application

***This completed application must be submitted to the Bonita National HOA Office at least 30 days prior to closing, along with the following items:**

- Completed and signed Delegation of Usage of Amenity Access
- Completed Additional Information
- Completed Owner Directory Form
- Email Communications Release Form and Opt-in for Electronic Voting
- Completed and signed Pet Registration form (If applicable)
- Completed Waiver of Liability for Fitness Center
- Signed Copy of fully executed Purchase Agreement, including all contact information
- **\$75.00 non-refundable fee payable to: Bonita National HOA, Inc.**
(Please Print Legibly or Type)

Homeowner Name (SELLER): _____

Applicant Name(s) (BUYER): _____

Bonita National Address: _____

Billing Address (if same as above leave blank): _____

Phone Number: _____ Phone Number: _____

Email Address: _____ Email Address: _____

Closing Date: _____ Expected Move in Date: _____

Delegation of Usage of Amenity Access

Bonita National HOA Master Governing Documents, Page 13 Section 5 General Covenants and Use Restrictions, Sub-section 5.1 Residential Use

"...Co-Ownership of units is permitted. However, if the co-Owners are other than husband and wife, the co-Owners shall designate one (1) of the co-Owners as the "primary occupant." The use of the Living Unit by other co-Owners shall be as though the primary occupant were the only actual Owner. Those co-Owner(s) whom have not been designated as the primary occupant shall be treated as guests of the primary occupant. Both the initial approval and the continued approval of a trustee, corporation, or other entity as an Owner, shall be conditioned upon designation of one (1) natural person to be the "primary occupant", and the use of the Living Unit by other persons shall be as though the primary occupant were the only actual Owner. Those co-Owner(s) whom have not been designated as the primary occupant shall be treated as guests of the primary occupant. Any change in the primary occupant shall be treated as a transfer of Ownership by sale or gift. No more than one (1) such change shall be approved in any twelve (12) month period..."

Bonita National Golf Governing Documents, Page 8 Section 4 Golf Club Membership and Voting Rights, Sub-section 4.3 Use of the Golf Course and Golf Club Common Areas

"...The Owners of each Lot or Living Unit subject to the Golf Declaration are entitled to only one (1) golf membership. Use rights in the golf course for each such golf membership shall be limited to the persons comprising one (1) "family." For purposes of this Section 4.3 only, "family" means one natural person or not more than two natural persons, who customarily reside and live together and otherwise hold themselves out as a single housekeeping unit..."

Signature of New Owner: _____ Date: _____

Signature of New Owner: _____ Date: _____



Additional Information

Dependents

Name(s) of Dependent(s) (21 years old & under), that will be living in the home:

1. _____ Date of Birth ____/____/____
MM DD YYYY
2. _____ Date of Birth ____/____/____
MM DD YYYY
3. _____ Date of Birth ____/____/____
MM DD YYYY
4. _____ Date of Birth ____/____/____
MM DD YYYY

Vehicle Information

The fees include two barcode stickers for personal vehicles (NOT RENTALS.) Any additional barcode stickers will be \$10 each.

Vehicle Information: _____

Make	Model	Year	Color	Tag	State
------	-------	------	-------	-----	-------

Vehicle Information: _____

Make	Model	Year	Color	Tag	State
------	-------	------	-------	-----	-------

Vehicle Information: _____

Make	Model	Year	Color	Tag	State
------	-------	------	-------	-----	-------

Vehicle Information: _____

Make	Model	Year	Color	Tag	State
------	-------	------	-------	-----	-------



Bonita National Owner Directory Form

Owner Name:		"Publish Directory" Circle one
Mailing Address *Where you would like all bills to be sent*		Yes No
Home Phone		Yes No
Work Phone		Yes No
Cell Phone		Yes No
Email Address		Yes No
DOB: MM/DD/YYYY		n/a
Spouse or Co- Owner Name:		
Mailing Address *If the same as above please leave blank*		Yes No
Home Phone *If the same as above please leave blank*		Yes No
Work Phone		Yes No
Cell Phone		Yes No
Email Address		Yes No
DOB: MM/DD/YYYY		n/a n/a

Name of Person to contact in case of an Emergency (Office Use only)

Name:		Relationship		Ph:	()
Name:		Relationship		Ph:	()

Signature of Owner: _____ Date: _____

Signature of Owner: _____ Date: _____



Email Communications Release Form and Opt-in for Electronic Voting

In an effort to improve communication between Property Management, the Board of Directors, and the residents of the community, we are requesting your permission to receive email correspondence from us.

Email communications include: newsletters, upcoming events, billing information, maintenance issues pertinent to your sub-association or street, etc.

Please fill out the form below indicating your email preference.

Yes, I would like to receive email communications from the community.

Email Address: _____

Email Address: _____

Consent for Electronic Voting

The Bonita National Master Homeowners Association Board is pleased to announce the introduction of a new online voting system that will not only make voting easier and accessible by email, but will also provide significant cost savings by not having to conduct multiple USPS mailings annually.

Yes, I would like to opt-in for electronic voting with EZVOTE.

Name: _____

Name: _____

Property Address: _____

Bonita Springs, FL 34135

Signature: _____

Pet Registration Form

Resident Name(s): _____

Bonita National Address: _____

Cell: _____ Email: _____

Pet Policy

General Requirements

- All pets must be registered with the administrative office using the Pet Registration form.
- Pets must be registered, licensed, and inoculated as required by law.

Type & Number of Pets Allowed

- A member in each Living Unit may Keep not more than two (2) pets of a normal domesticated household type (cats and dogs) in the living unit.
- Birds in cages and fish in aquaria are permitted.

Prohibited Animals and Activities

- No reptiles, amphibians, poultry, swine, or livestock may be kept on the property.
- No pets or animals may be brought, kept, bred, or maintained on the properties for any commercial purpose – including but not limited to boarding, grooming, and breeding.

Care and Management of Pets

- Each pet owner shall be required to clean up after his or her pet.
- Pets must be leashed, or hand carried, anytime they are not on the owner's private property.
- Pets may not be left unattended or leashed in yards, patios, or screened lanais.
- Pets shall not be permitted in any of the common areas unless under leash. Except for seeing eye dogs and service animals, pets are not permitted in any Bonita National amenity.

Restrictions, Responsibilities, and Consequences

- The board may restrict the locations where pets may be walked.
- Each member by acquiring a living unit agrees to indemnify the association and hold it harmless against any loss or liability resulting from his or her pet.
- Violations are subject to fines and suspensions, and may result in citations, pet impoundment and other penalties under the Lee County Animal Control Ordinance #14-22.

Pet Information: Please provide a photo of your pet

Pet 1 Name: _____ Gender (Circle One): Male / Female

Date of Birth: _____ Weight: _____ lbs

Breed/ Description: _____

Pet 2 Name: _____ Gender (Circle One): Male / Female

Date of Birth: _____ Weight: _____ lbs

Breed/ Description: _____

I am/ We are/ aware of the Association rules, regulations, and restrictions regarding pets on the property and agree to abide by them.

Signature(s): _____



WAIVER OF LIABILITY

This Agreement waives the liability of **Bonita National Homeowner’s Association, Inc.** (“Association”) for the undersigned to use facilities and services available through the Association, including but not limited to use of any and all equipment in the fitness center/aerobic center, whether individually, with personal training sessions or group sessions, as well as any classes attended in the entire center, fitness or aerobic. All such use of use of facilities and services shall be referred to as the “Activity.”

PLEASE READ CAREFULLY AND SIGN BELOW.

1. I, the party named below wish to participate in the Activity as noted herein.
2. I hereby agree that participation in the Activity is at my own risk. I understand that interacting with owners, residents, guests, tenants, lessors, employees or agents of the Association, or any other persons while participating in the Activity is at my own risk. I acknowledge that the Association makes no representation as to the health conditions of any such persons and if any such persons may currently have or previously been exposed to any virus, pathogen, contagion, influenza, pandemic, epidemic, or other communicable disease.
3. As a condition of participating in the Activity, I, my heirs, and assigns, expressly agree to forever discharge, waive and release the Association, its officers, directors, management, staff, and/or employees, and all of their heirs, successors and assigns (collectively “Released Persons”) from any and all claims, demands, injuries, liabilities, actions, causes of action and from all acts of active or passive negligence on the part of the Association and Released Persons on account of any and all injuries or damages, including but not limited to bodily injury, mental injury and/or property damage from any event, mishap, accident, loss, damage or injury suffered by myself resulting from or connected with or caused by participation in the Activity. I further agree to defend, indemnify, and hold harmless the Association and all Released Persons from any and all claims, losses and liabilities, including attorney’s fees, arising from, connected to any Activity, or my permitting or suffering any third party to enter the premises as my family member, guest, or invitee from and participating in any Activity.
4. I agree that I am voluntarily participating in the Activity and assume all risks of injury, illness, or death. The Association and Released Persons are not responsible for any loss of or damage to my person or property. This Waiver and release of liability includes, without limitation, all injuries which may occur as a result of my participation in the Activity. To the fullest extent provided by law this Waiver and release and indemnity is also for negligence on part of the Association and Released Persons.
5. The undersigned acknowledges that but for the execution of this Waiver release that the Association would not agree to permit my participation in an Activity. Further, the undersigned acknowledges that the execution of this Waiver and release is specific consideration for participation in the Activity. This Waiver and the provisions contained herein shall be construed, controlled, and interpreted in accordance with the laws of the State of Florida. Venue for any dispute arising as a result of this Waiver shall be Lee County, Florida. If any portion of this Waiver shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this Waiver and release from liability shall remain in full force and effect and the offending provision or provisions severed.

I have read and understand the above and foregoing and acknowledge my consent to terms of this Waiver and Release for myself.

Print Name

Signature

Date

Print Name

Signature

Date



WAIVER OF LIABILITY FOR GUARDIANS AND MINORS

This Agreement waives the liability of **Bonita National Homeowner’s Association, Inc.** (“Association”) for the undersigned to use facilities and services available through the Association, including but not limited to use of any and all equipment in the fitness center/aerobic center, whether individually, with personal training sessions or group sessions, as well as any classes attended in the entire center, fitness or aerobic. All such use of use of facilities and services shall be referred to as the “Activity.”

PLEASE READ CAREFULLY AND SIGN BELOW.

1. I, the Guardian named below, and the below named Minor, wish to participate in the Activity as noted herein.
2. We hereby agree that participation in the Activity is at our own risk. We understand that interacting with owners, residents, guests, tenants, lessors, employees or agents of the Association, or any other persons while participating in the Activity is at our own risk. We acknowledge that the Association makes no representation as to the health conditions of any such persons and if any such persons may currently have or previously been exposed to any virus, pathogen, contagion, influenza, pandemic, epidemic, or other communicable disease.
3. As a condition of participating in the Activity, we, our heirs, and assigns, expressly agree to forever discharge, waive and release the Association, its officers, directors, management, staff, and/or employees, and their heirs, successors and assigns (collectively “Released Persons”) from any and all claims, demands, injuries, liabilities, actions, causes of action and from all acts of active or passive negligence on the part of the Association and Released Persons on account of any and all injuries or damages, including but not limited to bodily injury, mental injury and/or property damage from any event, mishap, accident, loss, damage or injury suffered by myself resulting from or connected with or caused by participation in the Activity.
4. We agree that we are voluntarily using these facilities and assume all risks of injury, illness, or death. The Association is not responsible for any loss of or damage to our persons or property. This Waiver and release of liability includes, without limitation, all injuries which may occur as a result of participation in the Activity.
5. The undersigned acknowledges that but for the execution of this Waiver and release that the Association would not agree to permit my participation in an Activity. Further, the undersigned acknowledges that the execution of this Waiver and release is specific consideration for participation in the Activity. This Waiver and the provisions contained herein shall be construed, controlled, and interpreted in accordance with the laws of the State of Florida. Venue for any dispute arising as a result of this Waiver shall be Lee County, Florida. If any portion of this Waiver shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this Waiver and release from liability shall remain in full force and effect and the offending provision or provisions severed.

NOTICE TO THE MINOR CHILD’S GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE ASSOCIATION USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD’S RIGHT AND YOUR RIGHT TO RECOVER FROM THE ASSOCIATION IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE ASSOCIATION HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Print Guardian Name

Signature

Date

Print Guardian Name

Signature

Date