



# 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
- **\$150.00 non-refundable resale application processing 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): \_\_\_\_\_

Primary Member Phone Number: \_\_\_\_\_ Secondary Member Phone Number: \_\_\_\_\_

(P) Email Address: \_\_\_\_\_ (S) 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

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

(P) Email Address: \_\_\_\_\_

(S) 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