

**Gardens at Bermuda Links Condominium Association, Inc.  
Application for Approval To Purchase or Lease a Unit**



**27180 Bay Landing Dr., Ste. 4  
Bonita Springs, FL 34135  
www.vestapropertyservices.com/sw  
Michaela Neumann, CAM  
(239) 947-4552 Fax (239) 495-1518  
Email: mneumann@vestapropertyservices.com**

(Please write legibly)

\*Application for (Circle One): "Purchase" or "Lease" Today's Date: \_\_\_\_\_

Purchase Date\* \_\_\_\_\_ Term of Lease\* \_\_\_\_\_ To \_\_\_\_\_

Unit Owner Name\* \_\_\_\_\_

Mortgage Holder Name \_\_\_\_\_ Phone: \_\_\_\_\_

Unit Address\* \_\_\_\_\_

Name of Buyer(s) or Lessee(s)\* \_\_\_\_\_

Name of Co Owner or Co Lessee (Occupant)\* \_\_\_\_\_

Names of other Occupants over 18 years old\* \_\_\_\_\_

Current Address\* \_\_\_\_\_ Email: \_\_\_\_\_

City\* \_\_\_\_\_ State\* \_\_\_\_\_ Zip\* \_\_\_\_\_

Are you member of the United States Armed Forces on active duty? Yes: \_\_\_\_ No: \_\_\_\_

PRESENT HOME: Own:(  ) Rent: (  ) How Long: \_\_\_\_\_

Phone Numbers:\* \_\_\_\_\_ Cell\* \_\_\_\_\_

Applicant SS Number\* \_\_\_\_\_ Co-Applicant(SSN)\* \_\_\_\_\_

Occupant(s) (18+)\* \_\_\_\_\_

Applicant Driver License Number\* \_\_\_\_\_

Co-Applicant Driver License Number\* \_\_\_\_\_

Date of Birth: \* \_\_\_\_\_ Co-Applicant DOB:\* \_\_\_\_\_

Total Number of Persons to be in Residence \_\_\_\_ Names of Minor Children: \_\_\_\_\_

Type of Pet: \_\_\_\_\_ Weight of Pet \_\_\_\_\_ (in pounds)

**NOTE: RENTERS & GUESTS ARE NOT PERMITTED TO HAVE PETS.**  
(Please refer to the condo documents regarding restrictions and/or rules regarding pets.)

Applicant Current Occupation\* \_\_\_\_\_ Phone: \_\_\_\_\_

Co-Applicant Current Occupation\* \_\_\_\_\_ Phone: \_\_\_\_\_

Vehicle 1 Make/Mode: \* \_\_\_\_\_ YR \_\_\_\_ Color \_\_\_\_\_

Lic #\* \_\_\_\_\_ State\* \_\_\_\_\_

Vehicle 2 Make/Mode: \* \_\_\_\_\_ YR \_\_\_\_ Color \_\_\_\_\_

Lic #\* \_\_\_\_\_ State\* \_\_\_\_\_

Have you ever filed bankruptcy? \* \_\_\_\_\_ What year? \_\_\_\_\_

Has any proposed occupant ever been convicted of a felony? \* \_\_\_\_\_ What for?

Has any proposed occupant ever been convicted for being under the influence or dealing in drugs, including alcohol? \* \_\_\_\_\_ Year \_\_\_\_\_

Please provide two personal (non-related) or business references:

Name\* #1: \_\_\_\_\_

Phone: \* \_\_\_\_\_ Relationship: \* \_\_\_\_\_

Name\* #2: \_\_\_\_\_

Phone: \* \_\_\_\_\_ Relationship: \* \_\_\_\_\_

**NOTE: I WOULD "LIKE" /" NOT LIKE" TO RECEIVE NEWS ABOUT BONITA FAIRWAYS BY EMAIL. (CIRCLE ONE)**

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

## **The Gardens at Bermuda Links Homeowner's Association**

The Gardens at Bermuda Links is a condominium association based on the principles of safety, security and neighborly cooperation to allow all residents to enjoy all the benefits and amenities our community has to offer and to maintain our property values at the highest level possible.

It is the responsibility of all owners to obey the Association's Rules and Regulations at all times and to see that their families, guests and lessees do so as well. The Rules are provided to all homeowners, and extra copies may be obtained by calling VESTA PROPERTY SERVICES, LLC. Michaela Neumann, CAM at (239) 947-4552

To ensure that all the Rules and Regulations are observed by everyone, the Board of Directors has unanimously voted to require, starting Oct. 1, 2011, that anyone who leases a condominium unit in The Gardens pay a deposit to be held in escrow by Vesta Property Services, LLC. This deposit must be paid by the tenant, and it will be returned to that tenant at the conclusion of the lease, less any charges or fines levied by the Association. The deposit is \$500.00 for annual rentals and \$300.00 for monthly or seasonal rentals. This deposit requirement applies to all tenants, whether the lease is for one month or up to one year.

All leases must be submitted to VESTA PROPERTY SERVICES, LLC for approval and background check with payment of the deposit and background check fee. If a tenant is found violating Association Rules, the tenant may have to forfeit their deposit, vacate the property and the owner may be fined. Eviction costs will be the responsibility of the unit owner. If an owner is found circumventing the application process, the fine will be \$100.00 per day until the violation is corrected, up to a maximum of \$1000.00.

The Rules and Regulations of The Gardens (Item 12) and the Use Restrictions of the Master Covenants (#12 a. and b.) state that owners may lease their unit on an annual basis or up to a maximum of 4 times per year with a 30-day minimum – 120-day maximum. Any owner found violating these rules will be fined, as stated above, up to \$1000.00.

A Watch Committee made up of local full-time residents of The Gardens will identify units where policies are not being followed and Rules are being violated. Owners cited for violations will have the right to appear before the Association's Fining Committee to state their case, after which time the Fining Committee shall come to a final decision that shall be binding on all parties.

This document must be signed by the Owner and Lessee and is part of the Application. If you have questions or comments, contact Michaela Neumann, CAM at (239) 947-4552

A security deposit is required for all monthly, seasonal and annual rentals. This refundable deposit must come from the prospective tenant, and that tenant will be reimbursed, less any fines or Association charges, at the conclusion of the lease. See fee schedule on page 3 of this Agreement.

## Fees and Deposits

A copy of the purchase contract or lease agreement and a check or money order in the following amounts MUST be attached to this application:

- **Application Fee:** \$100.00 for the Applicant and Co-Applicant – non-refundable; Application fees are not required for Lease Renewals.
- **Background Check Fee:** \$30.00 per occupant over the age of 18 – non-refundable. This fee is applied to each purchase, new lease or renewed lease.
- **Special Expediting Fee:** \$200.00 for agreements with less than 20 days in advance of the beginning Lease or Purchase – non-refundable.

Checks or Money Orders should be made payable to:

The Gardens at Bermuda Links Condominium Association, Inc.

And sent to:

The Gardens at Bermuda Links Condominium Association, Inc.  
c/o VESTA PROPERTY SERVICES, LLC  
27180 Bay Landing Dr., Ste. 4  
Bonita Springs, FL 34135

Approval will not be granted if this Application is incomplete.

**AFTER APPROVAL, Security Deposits will be required** to be sent to Vesta Property Services with the signed Purchase / Lease Agreement.

- **Security Deposit:** A security deposit is required for all monthly, seasonal and annual rentals. This refundable deposit must come from the prospective tenant, and that tenant will be reimbursed, less any fines or Association charges, at the conclusion of the lease. The deposit is \$500.00 for annual rentals and \$300.00 for monthly and seasonal rentals. A non-refundable fee of \$30.00 for background check(s) for each occupant over 18 years of age. Please pay each item by separate checks, each made payable to The Gardens at Bermuda Links Condominium Association.

SEE AFFIDAVIT BELOW.

**AFFIDAVIT**

I/We declare the foregoing information to be true and correct. I/We understand the application fee is non-refundable. I/We am/are aware of and agree to abide by the Declaration of Condominium, Articles of Incorporation, and Regulations of the Association and acknowledge that the Association may terminate a lease upon default by the Tenant in observing any of the provisions in the documents. I/We acknowledge receipt of a copy of the Rules and Regulations. I/We understand the necessary confidential information will remain confidential by the Association's Officers and/or the Association's Designee.

AUTHORIZATION: I/We hereby authorize VESTA PROPERTY SERVICES, LLC. and/or Gardens at Bermuda Links Condominium Association, Inc. to verify all information contained on the application and conduct a full background check, including but not limited to credit, employment, income, eviction and criminal, and authorize that they contact any persons or companies listed on the application.

Date\* \_\_\_\_\_ Applicant Signature\* \_\_\_\_\_

Co-applicant Signature\* \_\_\_\_\_

Applicant do not write below this line

=====  
Application Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

Application Disapproved By: \_\_\_\_\_ Date: \_\_\_\_\_

Application completed: Yes ( ) No ( ) Application Fees Submitted: Yes ( ) No:( )

Check # \_\_\_\_\_

Copy of Sales contract or Lease Attached: Yes ( ) No ( )

Information verification completed by: \_\_\_\_\_

Reason for action taken: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

THE GARDENS AT BERMUDA LINKS  
RULES AND REGULATIONS  
Updated March 18, 2018

The rules and regulations hereinafter enumerated as to the Association properties, condominium property, the common elements, the limited common elements, and the units shall be deemed in effect until amended by the Board of Directors of the Association, and shall apply to and be binding upon all unit owners. The unit owners shall, at all times, obey these Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, hired contractors, and all persons over whom they exercise control and supervision. As this listing below is not a complete listing, please refer to your condo documents for further clarification. (This version replaces all previous listings.)

1. BUILDING APPEARANCE AND MAINTENANCE:

- a. The sidewalks, walkways, entrances and stairs must not be obstructed, encumbered or used for any purpose other than for entering or exiting the units. No garbage cans, supplies, containers, or other articles shall be placed in or on the walkways, hallways and entry ways; nor shall any linens, cloths, clothing, curtains, rugs, mops, laundry of any kind, or other articles be shaken or hung from any of the windows, doors, walkways, or entry ways.
- b. Refuse and garbage shall be bagged and deposited only in the designated containers provided, with no refuse placed on the ground. Recyclable materials must be placed in the appropriately labeled containers. For over-sized items, call the refuse company for a special pickup at 239-334-1224.
- c. No unit owners shall make or permit any disturbing noises or activities by themselves, their family, lessee, servants, employees, agents, visitors, or licensees, and shall not permit anything by such persons that will interfere with the rights, comforts or convenience of other owners. No unit owner shall play upon or permit to be operated a phonograph, television, radio or musical instrument in such a manner as to unreasonably disturb or annoy any other occupants of the Condominium.
- d. No exterior radio or television antenna or receiver installation or other wiring shall be made without the prior written consent of the Board of Directors, except as otherwise provided by law. This includes windows.
- e. No sign, advertisement, notice or other similar material shall be exhibited, displayed, inscribed, painted or affixed in or upon any part of the units, limited common elements or common elements, including windows, by any unit owner or occupant without prior written consent of the Board.
- f. Window treatments and screen coverings on windows and lanais must appear to be white or off-white when viewed from the exterior.
- g. In accordance with current Florida Fire Prevention Code 10.10.6.1.1, no cooking devices of any type shall be used or stored in lanais or overhanging portion of the buildings, nor within 10 feet of any structure, except portable tabletop electric grills or similar apparatus not exceeding 200 square inches.

2. ALTERATION OF CONDOMINIUM: Unit owners are specifically cautioned that their right to make any addition, change, alteration, or decoration to the exterior of any portion of the condominium is subject to the provisions of the Declarations of the Condominium. Any additions, changes and alterations, including hard-surface flooring installations on upper floor units, are subject to prior approval by the Board after such requests have been presented in writing, accompanied by written plans, drawings and specifications when requested. The Board shall approve such requests only if the Association is protected against, or indemnified as to construction liens and/or claims arising from such work. Renters shall make no changes to the unit they are leasing.

3. ACCESS TO UNIT: Owners must provide a current key or keys to Vesta Property Management or be responsible for the entry costs in the event that the association needs to enter the unit.

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RULES AND REGULATIONS  
Updated March 18, 2018

4. PETS: The Board may impose reasonable restrictions upon how and where pets may be permitted upon common elements. The owner of each Unit may keep no more than two (2) pets of a normal domesticated household type (such as a cat or dog) in the Unit. All pets must be registered with the management company. The pet must be leashed or carried under the Owner's arm at all times while on the Condominium Property outside the unit. Renters, lessees or guests are not permitted to have pets. No reptiles, amphibians, poultry or livestock may be kept in the unit, but tropical fish or caged birds are permitted (but not on lanais, as to caged birds). The ability to keep such a pet or animal is a privilege, not a right, and the Board of Directors is empowered to restrict the keeping of such pet(s) and may order and enforce the removal of any such pet(s) which become a source of annoyance to other residents of the Condominium.

5. PARKING OF VEHICLES:

- a. Garages, carports with designated parking spaces, and unassigned spaces are provided for the parking of private passenger automobiles of owners and their guests. Parking spaces shall not be used for storage of boats, motorcycles, recreational vehicles, motor homes, trailers, trucks, or non-operational automobiles. Two bicycles are allowed in carports while the occupant is in residence. No other personal items are allowed in carports. Overnight parking of commercial vehicles is prohibited unless the vehicle is in a closed garage. No repairs or maintenance of vehicles may be performed outside of garages or carports, except emergency repairs. Vehicles may be washed only in the driveways. Because there are limited parking spaces, each owner is specifically cautioned that the Board of Directors has the authority to prohibit owners from occupying more than two parking spaces, which includes the space in your garage or carport.
- b. There are two parking spaces in front of the center of most buildings; one is marked for the Handicapped, and the other space, marked 20 Min, is for the convenience of the occupants of the building for loading and unloading of luggage, groceries and supplies. The 20-minute space should be vacated as soon as practicable after the unloading of items from the vehicles, and this spot shall not be used for overnight parking.
- c. Vehicles parked for extended period of more than 30 days must be parked in the unit's garage or carport.

6. POSTING OF NOTICES: Where posting of notices is required for meetings and other matters, these notices shall be posted on the mailbox kiosks serving each building, or on the bulletin boards provided by the Association. Notices will also be permitted on the Bonita Fairways Website, with approval of the Board.

7. SHUTTERS: If hurricane shutters are hung on the exterior of the building (over front doors or windows—lanais and courts excluded) beyond the hurricane season, they must be white and in good repair. Shutters other than those provided by the builder must be white, have written approval by the Board and must meet current building code as of the date of installation, except shutters on the 2<sup>nd</sup> and 3<sup>rd</sup> floors may be white or off-white.

8. STORM AND SCREEN DOORS: All exterior front storm and screen doors shall be in good repair and match the color of the exterior door, white or off-white. Installation of storm or screen doors shall require prior Board approval.

9. FLOWERS AND PLANTINGS:

- a. For 1<sup>st</sup> floor only, outside flower pots shall be limited to 2 per unit, and these may not obstruct walkways or hang from railings. They must be live plantings and well maintained by the unit owner.
- b. For courtyards, trees and vines may not exceed the wall height. Any plantings that may damage the walls and foundations may not be planted in the courtyards.

10. POOL AND HOT TUB USE: Rules for the use of the pools and hot tubs shall be observed as posted. Deck chairs and tables shall be returned to their previous position, if they have been moved. Umbrellas shall be

THE GARDENS AT BERMUDA LINKS  
RULES AND REGULATIONS  
Updated March 18, 2018

returned to their closed position. There shall be NO GLASS CONTAINERS allowed at any time inside the pool fenced in areas. Beverages in plastic or aluminum containers are allowed, as long as the containers are properly disposed of in Recycle Bins and not left in the Pool area.

11. HOLIDAY DECORATIONS: Appropriate holiday decorations are permitted. No holes are permitted on any condominium doors or exterior surfaces of the buildings. Holiday decorations and lighting visible from the exterior may be displayed from 30 Days prior to and 20 Days after a nationally recognized holiday. Other decorations will require prior written approval from the Board.

12. LEASING /BUYING A UNIT:

a. A properly completed application form and fee must be submitted to the Association prior to any new owner purchasing a unit or a tenant moving in; these forms are available from the management company and must be fully completed before the approval process can begin.

b. According to the USE RESTRICTIONS of the Master Covenants (#12 a. and b.) owners may lease their unit on an annual basis, or rent it up to 4 times a year on a monthly (30 Day Minimum — 120 days aggregate total) basis. The BOD must approve all leases.

13. GUESTS & FAMILY: Guests of the owner may reside in the unit for a maximum of 30 days. Aggregate occupancy of guests is limited to four (4) times per year. Anyone residing in a condo without the owner present must notify Vesta Property Management prior to the occupancy. For family, refer to Declarations 12.2a. Any exceptions must be approved by the BOD.

14. FOBS & CAR STICKERS: Problems with lost or non-working fobs should be directed to Gulf Breeze Management Services, 8910 Terrene Ct., Suite 200, Bonita Springs FL 34135. Phone 239-498-3311. Car stickers (black for owners, red for renters) and their replacements can also be obtained from Gulf Breeze.

COMMUNITY SAFETY, SECURITY AND ENJOYMENT: A sense of safety, security and community are essential to the enjoyment of condominium living. Instances and situations not specifically addressed by the above rules will be dealt with by the Board of Directors as needed, guided by the Association's covenants and the best interests of the majority of unit owners of The Gardens at Bermuda Links, to protect our property and maintain property values at the highest level possible.

**By signing below, both Tenant(s) and Owner(s) verify that:**

- A. They have read and are familiar with the Rules and Regulations of the Gardens at Bermuda Links.
- B. Violating these rules may result in the loss of the tenant's deposit and/or eviction.
- C. Disobeying these rules or circumventing the application process may result in fines levied against the owner of \$100 per day, up to a maximum of \$1000 until the violation is corrected.
- D. The owner/s, tenant/s and guests will be held financially responsible for any damages they cause.

**Signed:**

Tenant/s \_\_\_\_\_ Date: \_\_\_\_\_

Owner/s \_\_\_\_\_ Date: \_\_\_\_\_

Thank you,  
The Board of Directors, The Gardens at Bermuda Links Condominium Association





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**AUTHORIZATION FOR RELEASE OF INFORMATION FOR  
TENANT SCREENING PURPOSES**

**Background Screening Disclosure**

I hereby authorize Vesta Property Services and its designated agents and representatives to conduct a comprehensive review of my background through a consumer report and/or an investigative consumer report to be generated for tenant screening purposes. I understand that the scope of the consumer report/investigative consumer report may include, but is not limited to the following areas: criminal history records (from local, state, federal, international and other law enforcement agencies records), sexual offender's lists, wants and warrants records, credit history, and civil/law suit cases. Upon request Vesta Property Services will supply a copy of the completed consumer report along with a copy of an individual's rights under the Fair Credit Reporting Act.

**Authorization and Release**

I \_\_\_\_\_, authorize the complete release of these records or data pertaining to me which an individual, company, firm, corporation, or public agency may have. I hereby release Vesta Property Services and its agents, officials, representatives, assigned agencies, including officers, employees, or related personnel both individually and collectively, from any and all liability for damages of whatever kind, which may at any time, result to me, my heirs, family or associates because of compliance with this authorization and request to relapse. I certify that all information provided below and on my application is correct to the best of my knowledge. Any false statements provided in this form and my application will be considered just cause for disqualification at any time. This authorization and consent shall be valid in original, fax, or copy form. The following information is required by law enforcement agencies and other entities for identification purposes when checking records. It is confidential and will not be used for any other purpose.

\_\_\_\_\_  
Applicant's Name (Print Legibly) Maiden/AKA/Previous Name (s)

\_\_\_\_\_  
Signature

\_\_\_\_\_/\_\_\_\_\_/20\_\_\_\_\_  
Date

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Driver License Number State

\_\_\_\_\_  
Current Address

(\_\_\_\_\_) \_\_\_\_\_  
Phone



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\_\_\_\_\_  
Applicant's Name (Print Legibly) Maiden/AKA/Previous Name (s)

\_\_\_\_\_  
Signature

\_\_\_\_\_/\_\_\_\_\_/20\_\_\_\_\_  
Date

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Driver License Number State

\_\_\_\_\_  
Current Address

(\_\_\_\_\_) \_\_\_\_\_  
Phone