



Lease Application Form

This application must be submitted along with a fully executed lease **and approved Lease Addendum**, a non-refundable processing fee of \$100.00 is due with the completed application packet.

Please make checks payable to "Shadow Wood Preserve Community Association."

A deposit equivalent to one month's rent or \$2,500.00, whichever is greater, must be paid to the Association upon approval of a lease but prior to tenant occupancy. Said deposit will be refundable in accordance with Section 20.1.3 of the Shadow Wood Preserve Declaration of Covenants, Conditions and Restrictions

Address of Property to be leased _____

Owner _____

Owner's Address _____

Owner's Phone _____ Owner's E-Mail Address _____

Lease term (dates) _____

Lessee's Personal Information:

Applicant Name: _____ DoB: _____ SS#: _____

Spouse/Co-Applicant Name: _____ DoB: _____ SS#: _____

If there are more than two (2) applicants please explain here and further provide additional information as appropriate (including social security numbers and dates of birth for all applicants) elsewhere in this application so that all applicants submit information (use separate sheets of paper if necessary):

Is any applicant a service member as defined in § 250.01, Florida Statutes? No ___ Yes ___

Additional Occupants:

Please state the name and relationship of all persons who will be permanently occupying the Property (living with applicant(s) or residing in unit for 30 days or more per year) other than the applicant(s) herein:

Name: _____ Relationship: _____

DoB: _____ SS#: _____

Name: _____ Relationship: _____

DoB: _____ SS#: _____

Other: _____

Vehicles:

Year/Make/Model/Color: _____

License Plate #: _____

Year/Make/Model/Color/License Plate #: _____

License Plate #: _____

Residential History:

Present Address: _____

How Long: _____ Phone #: _____

Emergency Contact:

Name: _____ Relationship: _____

Address: _____

Phone #: _____

**References (2) Please provide names, addresses, and phone numbers
Please include at least one prior landlord, if applicable, or one unrelated reference.**

Name _____

Address _____

City/State/Zip _____ Phone _____

Name _____

Address _____

City/State/Zip _____ Phone _____

Address for notice of acceptance or rejection of this application:

Mailing Address: _____

Phone: _____

E-mail (if e-mail is acceptable manner of communication): _____

Please read the following and sign this application:

1. I(We) have read and agree to be bound by the Declaration, Bylaws, Articles of Incorporation, the Initial Use Restrictions, the Rules and Regulations of the Association, and the Tenant Occupancy Use Restrictions (collectively "Governing Documents"), copies of which documents have been furnished to me(us) by the Owner, and recognize that the Governing Documents may be amended from time to time. I(We) understand the Governing Documents and agree to abide by them as long as I(We) reside at Shadow Wood Preserve. I(We) understand that failure to do so could be cause for eviction and/or liability for levied fines.

2. I(We) represent that the information included in this Application and the lease is factual and true. I(We) am(are) aware that any falsification or misrepresentation of the facts in this Application or any materials acquired in connection herewith may result in rejection of this Application, or constitute grounds for the Association to void any approval that may be granted. I(We) consent and acknowledge that the Association or its agent may make further inquiry concerning this Application, including, but not limited to checking references, contacting persons referenced in this Application or other persons, conducting a criminal background check, and obtaining a credit report or similar financial information.

Applicant's Signature _____

Print Name: _____ Date: _____

Co-Applicant's Signature _____

Print Name: _____ Date: _____

The current Owner(s) of said Unit join in this Application to request the Board to review same.

Unit Owner's Signature: _____

Print Name: _____ Date: _____

Unit Owner's Signature: _____

Print Name: _____ Date: _____

Please return the completed forms to Shadow Wood Preserve Community Association, c/o Vesta Property Services, 27180 Bay Landing Drive, Suite 4, Bonita Springs, FL 34135.

Application Materials Received _____, 20__ Interview Conducted _____, 20__

Lease Approval Fee Received _____, 20__

APPROVED: _____ DISAPPROVED: _____ DATE: _____, 20__

_____ Print Name: _____

Signature of Association Representative

Tenant Occupancy Use Restrictions

- Only two persons per bedroom are permitted. Occupants over the age of 18 not listed on the lease application are not permitted.
- Primary occupants must be at least 21 years of age.
- Sub-leases are not permitted.
- Properties are to be used for residential purposes only, as single-family residences. Commercial activities, including yard and garage sales, are strictly prohibited.
- Tenants are prohibited from keeping pets or harboring animals of any type in the community, residence, on the lanai or in the garage.
- Street parking of any vehicle is prohibited between the hours of 12:00 AM and 6:00 AM.
- Parking of commercial vehicles or equipment, trucks, mobile homes, motor homes, recreational vehicles, golf carts, boats or other watercraft, trailers, stored vehicles or inoperable vehicles anywhere within the Properties other than in enclosed garages is prohibited; provided, construction, service and delivery vehicles shall be exempt from this provision during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit or the Common Area.
- Any activities which may cause foul or obnoxious odors to be emitted outside of the dwelling, or create noise or other conditions which tend to disturb the peace or threaten the safety of others, are strictly prohibited.
- Any activities which violate local, state, and/or federal laws are prohibited.
- Posting or maintaining of any sign, banner, or advertisement is prohibited.
- Swimming or boating in community lakes is prohibited.
- Trapping or killing of wildlife is prohibited.
- Feeding of wildlife, including but not limited to alligators, is prohibited by Florida Statutes.
- Solar panels may only be installed with approval of the Shadow Wood Preserve Architectural Review Committee, via applications submitted by property owners.
- Satellite dishes may only be placed in locations as specified in the Initial Use Restrictions.
- Residents are encouraged to keep all garbage and recycling receptacles within their garages other than times preceding/subsequent to pick up.
- Apart from times of ingress or egress, garage doors must remain closed.
- Lanais are to be kept clean, and used only for their intended purposes. Lanais are not to be used as storage facilities.
- No exterior modifications to units are permitted without prior written consent from the Community Association.

By signing below, applicant(s) acknowledge they understand and agree to adhere by the use restrictions as stated above, as well as all other covenants governing the Shadow Wood Preserve Community Association, Inc. and applicable neighborhood association covenants, if applicable.

Tenant #1 Signature: _____

Date: _____

Printed Name: _____

Tenant #2 Signature: _____

Date: _____

Printed Name: _____

**ADDENDUM TO LEASE AGREEMENT BETWEEN
LANDLORD AND TENANT AND ASSIGNMENT OF RENTS FROM LANDLORD
TO COMMUNITY ASSOCIATION FOR AMOUNTS OWED**

The provisions contained herein modify the lease agreement (the "Lease Agreement") between _____ ("Landlord") and _____ ("Tenant"), entered into on _____, for the lease of real property located at _____, and serve as an agreement between Landlord and Shadow Wood Preserve Community Association, Inc. ("Association") to assign rents payable to Landlord pursuant to the Lease from Landlord to Association for past-due and owing assessments, interest, costs and reasonable attorneys' fees, which amounts are due pursuant to obligations of Landlord arising from any one, or more, of the Declarations of Covenants, Conditions, and Restrictions for Shadow Wood Preserve, recorded in Official Records Book 3553, Page 4675, Public Records of Lee County, Florida, and all valid amendments thereto (collectively referred to as the "Declaration").

Execution of this Lease Addendum is a required condition of rental of a Unit, pursuant to the authority of the Association contained in the Declaration.

The Landlord and Tenant hereto expressly agree that the Lease Agreement shall be amended as provided herein and the following terms shall be incorporated into the Lease Agreement. Landlord and Tenant further agree that Association shall be considered a named party to the Lease Agreement and this Addendum for the purpose of enabling Association to enforce the provisions of the Governing Documents and the covenants of this Lease Addendum. In the event of any conflict between the terms and conditions of the Lease Agreement and this Addendum, the Addendum shall govern the respective rights and responsibilities of the parties hereto. Further, Landlord and Tenant also acknowledge and agree, that in connection with the approval of the lease application by the Association, it will be necessary for the Association to obtain and consider information regarding Tenant and all proposed occupants of the Unit, Tenant specifically authorizes Association to obtain and consider background information, including financial information, if deemed appropriate by the Association, personal references, and other information deemed relevant by Association. Further, Landlord and Tenant acknowledge that Association may require an interview with prospective Tenants/occupants of a Unit, prior to occupancy. Landlord and Tenant agree that no proposed Tenant or occupant shall take possession of a Unit prior to the approval of the lease application by the Association. Landlord and Tenant represent that all information contained in the application for lease (and supporting materials) submitted to the Association are complete, accurate, and truthful. Landlord and Tenant acknowledge that intentional or negligent material omissions or misrepresentations in the application and supporting materials shall constitute grounds for disapproval of a lease application request, or termination of the lease if such omissions or misrepresentations are discovered after approval thereof.

Further, the parties agree as follows:

1. **USE:** The Tenant (which term shall at all times in this Addendum include all proposed occupants of the Unit) will use the premises only for single family, residential purposes

by Tenant and his family members who have been listed and approved in Tenant's application for Association approval of this Lease. Tenant will make no unlawful, improper or offensive use of the leased property, nor permit the commission of any act which constitutes a public or private nuisance.

2. **COMPLIANCE WITH THE GOVERNING DOCUMENTS:** Any infraction of the provisions or restrictions set forth in the Declaration, the Articles of Incorporation and Bylaws of the Association, the Initial Use Restrictions, the Rules and Regulations of the Association, and the Tenant Occupancy Use Restrictions (hereinafter "Governing Documents") by the Tenants or their family, guests or invitees shall be deemed a breach of the Lease, and Association or Landlord shall have the option to terminate the Lease Agreement and resume possession of the property. Tenant acknowledges, by signing this Addendum that he has read, understands, and agrees to abide by the Governing Documents and that the failure to comply with same may result in various legal remedies, including, without limitation: the suspension of use privileges; the levy of fines; the initiation of legal action in court or arbitration; eviction; the denial or revocation of parking passes; and the recovery of attorneys' fees by the Association in any legal action, including evictions.

3. **ASSOCIATION AUTHORITY TO ENFORCE ADDENDUM TERMS:** Landlord and Tenant further agree that Association may act in its own rights, or in cases where Landlord fails to act in a timely manner, as Landlord's agent, to terminate the Lease and may institute proceedings against Tenant, in Landlord's name, or in Association's name in its own right. In either such cases, Landlord shall be responsible to Association for all expenses incurred, including attorneys' fees, without waiver of the right of any action by Landlord against Tenant.

4. **ASSIGNMENT OR SUB-LEASING/RENEWAL:** No assignment of the Lease or sub-leasing of any part of the leased property by the Tenant shall be valid without the consent of Association. Renting of rooms and "rent-sharing" is prohibited. The Lease Agreement shall not be renewed or extended, nor shall Tenant hold over the premises, without the prior approval of the Association

5. **LIMITATION OF LIABILITY/HOLD HARMLESS AND INDEMNITY:** The Association shall not be liable to Landlord or to Tenant, or Tenant's family, agents, guests, invitees, employees or servants for damage to persons or property caused by other residents or other persons. Tenant recognizes that Association does not warrant the security of the property, and is not responsible for safety of Tenant, other occupants, nor their property. Landlord and Tenant jointly and severally agree to indemnify and hold Association harmless from and against any claims for damages to person or property arising from Tenant's use of the premises, or from any activity or work permitted to be suffered by Tenant in or about the premises. Association shall not be liable for personal injury, or damages to Tenant's personal property from theft, vandalism, fire, water, rain, storms, smoke, explosions, sonic booms, riots or other causes whatsoever unless it is established that Association has been negligent in maintenance of Common Areas which are the responsibility of the Association, and which negligence is the proximate cause of said damage. Tenant agrees to notify Association immediately upon the occurrence of any injury, damage or loss suffered by Tenant or other person upon the premises.

6. **DEFAULT/ENFORCEMENT:** If the Tenant fails to comply with any of the material provisions of the Governing Documents, or materially fails to comply with any duties

imposed on him by the Lease Agreement, this Addendum, or any other statute or law, then within seven (7) days after delivery of written notice by the Landlord or Association specifying the noncompliance and indicating the intention of the Association or Landlord to terminate the Lease Agreement by reason thereof, Association or Landlord may terminate the Lease Agreement. Association and/or Landlord shall have no obligation to allow Tenant to cure such violations if such noncompliance is of a nature that Tenant should not be given opportunity to cure pursuant to Section 83.56 of the Florida Statutes (2016), as amended from time to time, or if the noncompliance constitutes a subsequent or continuing noncompliance within twelve (12) months of a written warning by Association or Landlord of a similar violation. In such instances, Association or Landlord may deliver a written notice to Tenant specifying the noncompliance and the Association's or Landlord's intent to terminate the Lease Agreement by reason thereof. Examples of noncompliance which are of a nature that the Tenant should not be given an opportunity to cure include, but are not limited to, destruction, damage, or misuse of the Landlord's or Association's property by intentional act or a subsequent or continued unreasonable disturbance. Examples of noncompliance which are of a nature that Tenant will be given an opportunity to cure include, but are not limited to, activities such as having or permitting unauthorized pets, guests, or vehicles; parking in an unauthorized manner or permitting such parking; or failing to keep the premises clean and sanitary. Landlord and Tenant acknowledge Association may tow away or cause to be towed away vehicles that are parked in contravention of the Governing Documents. Landlord and Tenant also recognize that Association shall have the right to terminate the Lease and/or institute evictions or other proceedings against Tenants, for violation of the Governing Documents as set forth above. Further, the parties recognize that the Association may levy fines against a Unit for violation of the Governing Documents. Fines may be levied for violations, without opportunity to cure. The Association will afford the opportunity for a hearing, as required by law, prior to the levy of a fine. Landlord shall be liable for the payment of any fine duly levied by the Association, arising out of the conduct of Tenant, his Family, Guests, and Invitees if not paid by the violator by the date due. The Association, without limiting other remedies, may avail itself to the procedures set forth in Paragraph 8 of this Lease Addendum with respect to the collection of fines.

7. **COSTS AND ATTORNEYS' FEES:** If either the Landlord or the Tenant fails to comply with the agreements, conditions or covenants of the Lease Agreement or this Addendum, including violations of the Governing Documents, or fail to comply with applicable laws, and court action or arbitration (including actions initiated or defended by Association) is required to resolve any dispute, the prevailing party, including the Association, shall be entitled to costs and attorneys' fees of that action, at the arbitration, trial or appellate levels.

8. **RIGHT TO RECEIVE RENTAL INCOME:** In the event Landlord is delinquent in Landlord's obligation to pay to Association any annual or special assessments, or any installment thereof, Association shall have the right, but not the obligation, to require Tenant to pay said rental installments, or the portion thereof sufficient to pay said delinquent maintenance assessments, directly to Association, upon Association giving written notice of the exercise of such right to Tenant and Landlord. This right of Association is cumulative and in addition to any and all other rights or remedies Association may have against Tenant or Landlord. Failure of Tenant to pay to Association the rental installments, or portions thereof, as specified in said notice, shall entitle Association to terminate this Lease and/or evict Tenant. Tenant shall be entitled to set off against rent payable to Landlord for any and all amounts paid by Tenant to Association hereunder.

9. The Landlord hereby expressly consents to and authorizes the Association, its attorney, and agents to contact the Tenant in the event that the Landlord becomes delinquent with his obligations to the Association. The purpose of such communication and contact will be to enforce the provisions of this Addendum by providing the Landlord and Tenant the notices described in Paragraph 8 above.

10. **MISCELLANEOUS:**

A. **Binding Effect:** The covenants and conditions contained herein extend to bind the heirs, legal representatives, successors, and assigns of the parties bound by this Lease Addendum.

B. **Waiver:** The failure of Association to enforce its rights as set forth in Lease Addendum shall not constitute a waiver of the Association's right to do so in any other instance.

C. **Modification:** This Lease Addendum may only be modified by an instrument signed by Landlord, Tenant and Association.

D. **Captions:** The captions contained in this Lease Addendum are for convenience sake only, and are not intended to constitute substantive provisions of this Lease Addendum, nor restrict the subject matter hereof.

E. **Gender:** All references to the masculine are intended to include references to the feminine, as appropriate. All singular references are also intended to incorporate plural references, where appropriate.

F. **Governing Law/Venue:** This Addendum is governed by the laws of Florida. Venue for any action lies in Lee County.

LANDLORD:

Date: _____

Date: _____

TENANT:

Date: _____

Date: _____



27180 Bay Landing Drive, Suite 4
Bonita Springs, FL 34135
239-947-4552, f 239-495-1518
info@vestapropertyservices.com

VestaPropertyServices.com/sw

**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