



**BENT CREEK PRESERVE HOMEOWNER'S ASSOCIATION, INC.**

**c/o SEACREST SOUTHWEST**

1044 Castello Drive, Suite 206, Naples, FL 34103

Phone: (239) 261-3440 ♦ Email: rviera@swpropmgt.com

**LEASE APPLICATION CHECK OFF SHEET**

- ☐ Completed Application  
Please note we ***cannot*** accept partial applications.
- ☐ **\$250.00 non-refundable** Application Processing Fee; please make check or money order payable to **Bent Creek Preserve**  
*Separate applications & fee must be completed for co-applicants (excludes married couples and dependent children).*
- ☐ Applicant, Co-Applicant and Occupants understand and agree that a criminal background check will be completed on all adults. A non-refundable check of \$75.00 per adult made payable to Seacrest Southwest.
- ☐ Copy of each Occupant(s)' Driver's License
- ☐ Signed Rules and Regulations and Clubhouse Rules only page 11
- ☐ Signed and dated "No Overnight Parking" form.
- ☐ Copy of signed Lease Contract
- ☐ If you have pet(s), provide full description on the application:
  - Type, breed, weight and age.
  - A picture of each pet
  - A copy of the rabies shot record

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**LEASE APPLICATION**

**Unit Information**

Address: \_\_\_\_\_

Lot Number: \_\_\_\_\_ Unit Owner: \_\_\_\_\_

Proposed Occupancy Dates: \_\_\_\_\_

**Applicant Information**

Full Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Marital Status: \_\_\_\_\_ Driver's License Number: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Spouse or Other Occupant: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Marital Status: \_\_\_\_\_ Driver's License Number: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

**\*ATTACH A COPY OF A DRIVER'S LICENSE FOR ALL OCCUPANTS\***

Number of people who will occupy the unit: Adults \_\_\_\_\_ Children \_\_\_\_\_

**Description of pets, if any:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**\*MUST INCLUDE PICTURE OF EACH PET AND COPY OF RABIES SHOT RECORD\***

**Residence History**

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

Current Phone Number: \_\_\_\_\_

Landlord/Mortgage Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**List previous address if less than three (3) years at current one**

Previous Address: \_\_\_\_\_

Landlord/Mortgage Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**Employment and Financial References**

Applicant's Employer or Last Employer: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Employer's Address: \_\_\_\_\_

Length of Time Employed: \_\_\_\_\_ Salary: \_\_\_\_\_

**If retired, please state the company's name and address retired from and date of retirement:** \_\_\_\_\_  
\_\_\_\_\_

**Personal References**

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Relationship to Applicant/Spouse or Other Applicant: \_\_\_\_\_

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Relationship to Applicant/Spouse or Other Applicant: \_\_\_\_\_

**Other people who will occupy the unit with you:**

Name	Age	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Emergency Contact**

In case of emergency, notify: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Relationship: \_\_\_\_\_

**Vehicle Identification**

Number of Vehicles: \_\_\_\_\_

1. Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ License PL #: \_\_\_\_\_

2. Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ License PL #: \_\_\_\_\_

**\*\*Lessee agrees to park their vehicle(s) only in the garage or driveway of their unit; and that they have received a copy of, and will abide by, all HOA rules and regulations\*\***

Applicant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Co-Applicant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# Bent Creek Preserve Homeowners' Association, Inc.

c/o SEACREST SOUTHWEST  
1044 CASTELLO DRIVE, SUITE #206  
NAPLES, FLORIDA 34103-1900  
Phone: (239) 261-3440  
Email: rviera@swpropmgt.com

## TENANT INFORMATION UPDATE

Dear Tenants:

Please complete the following information promptly and return by fax, e-mail or mail. This information is needed to update our records, so we can provide you with the best service possible. Thank you.

Tenant Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**\*Note: please list the phone number that you want to be used for the gate tele-entry system.**

Email: \_\_\_\_\_

Tenant Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**\*Note: please list the phone number that you want to be used for the gate tele-entry system.**

Email: \_\_\_\_\_

Lot #: \_\_\_\_\_ Local Street/Unit Address: \_\_\_\_\_

**Alternate Mailing Address:** \_\_\_\_\_

**Alternate Telephone:** \_\_\_\_\_

Are you a Part-Time Resident? ☐ No ☐ Yes

If yes, indicate months of local residence: From: \_\_\_\_\_ To: \_\_\_\_\_

Which address should we use for mailing? <input type="checkbox"/> Naples <input type="checkbox"/> Alternate
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Person(s) to be notified in case of an emergency (*relative, friend or neighbor*):

_____	_____
Name	Phone Number(s)

### VEHICLE INFORMATION:

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ License PL # \_\_\_\_\_

Gate Transponder #: \_\_\_\_\_

**(For Management Use Only)**

### VEHICLE INFORMATION:

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ License PL # \_\_\_\_\_

Gate Transponder #: \_\_\_\_\_

**(For Management Use Only)**

### VEHICLE INFORMATION:

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ License PL # \_\_\_\_\_

Gate Transponder #: \_\_\_\_\_

**(For Management Use Only)**

**Communication & Owner Directory:**

\_\_\_ **Yes**, please include me in the Association's e-mail distribution list.

\_\_\_ **No**, please do not include me in the Association's e-mail distribution list. Please send all correspondence by regular mail.

**By checking 'Yes', I consent to receiving official Association correspondence via electronic delivery instead of by mail. Members who elect electronic delivery acknowledge responsibility for notifying Seacrest Southwest if they change their electronic mail address in the future.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please return to Seacrest Southwest via the address listed above, or by e-mail to Customer Service at [rviera@swpropmgt.com](mailto:rviera@swpropmgt.com).

# Acknowledgment and Authorization For Background Check

I acknowledge receipt of the separate documents entitled DISCLOSURE REGARDING BACKGROUND INVESTIGATION, A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT and the DISCLOSURE FOR INVESTIGATIVE CONSUMER REPORT and certify that I have read and understand those documents. I hereby authorize the obtaining of "consumer reports" and/or "investigative consumer reports" by the Company at any time after receipt of this authorization and throughout my employment, if applicable. To this end, I hereby authorize, without reservation, any law enforcement agency, administrator, state or federal agency, institution, school or university (public or private), information service bureau, employer, or insurance company to furnish any and all background information requested by Verified First, Phone: 844-709-2708 / 844-709-2708, Fax: 208-848-3204, 1120 S Rackham Way, Suite 300, Meridian, ID 83642, <https://www.verifiedfirst.com> and/or Company itself. I agree that a facsimile ("fax"), electronic or photographic copy of this Authorization shall be as valid as the original.

I understand that by checking the "I AGREE" box, typing my name and the last four digits of my Social Security Number or User ID, and clicking on the "SIGN ACKNOWLEDGMENT" button below, constitutes my electronic signature, dated as of when I click on the "SIGN ACKNOWLEDGMENT" button, and that by doing so:

- I am authorizing Verified First to conduct the background check(s) described above
- I am consenting to use electronic means to sign this form and have read and understand the above disclosure
- I acknowledge I may request a hard copy of this Disclosure and Authorization form after agreeing to the background check electronically by calling Verified First at Phone: 844-709-2708 / 844-709-2708, Fax: 208-848-3204

☐ I agree.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

## PLEASE COMPLETE ALL FIELDS BELOW

<b>Last Name</b>	<b>First Name</b>	<b>Middle Name</b> <small>check box if no middle name</small>
<b>Social Security Number*</b> ###-##-####	<b>Date of Birth*</b> <small>month/date/year</small>	<b>Email Address</b> <small>required</small>
<b>Driver's License Number</b>	<b>Issuing State*</b>	<b>Former Names/Aliases</b> <small>separate aliases with comma</small>

### CURRENT ADDRESS

### FORMER EMPLOYER

<b>Street</b>	<b>Apt/Unit</b>	<b>Company</b>	<b>City, State</b>
<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Dates of Employment</b>

\*This information will be used for background screening purposes only and will not be used as hiring criteria.

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

\_\_\_\_\_  
**Date**

# Disclosure Regarding Background Investigation

Verified First, the "Company," may obtain information about you from a third party consumer reporting agency for to work purposes. Thus, you may be the subject of a "consumer report" which may include information about your character, general reputation, personal characteristics, and/or mode of living. These reports may contain information regarding your credit history, criminal history, social security verification, motor vehicle records ("driving records"), verification of your education or employment history (including income), or other background checks.

You have the right, upon written request made within a reasonable time, to request whether a consumer report has been run about you and to request a copy of your report. These searches will be conducted by Verified First, Phone: 888-670-9564, Fax: 208-266-2310, Mailing Address:, 1120 S Rackham Way, Suite 300, Meridian, ID 83642. To the extent permitted by law, the Company may obtain consumer reports from any outside organization throughout the course of your to work.

☐

I acknowledge receipt of the DISCLOSURE REGARDING BACKGROUND INVESTIGATION and certify that I have read and understand this document.

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Signature

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Print Name

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Date



**BENT CREEK PRESERVE  
HOMEOWNER'S ASSOCIATION, INC.**

**NO OVERNIGHT PARKING ON  
THE STREET IS ALLOWED.**

**\*\*\*\*\***

**CARS PARKED AFTER 11PM ARE SUBJECT  
TO BE TOWED AT THE OWNER'S EXPENSE**

*Please sign that you have read and understand.*

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **RULES AND REGULATIONS**

The Rules and Regulations hereinafter enumerated as to the Association properties, 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 owners shall, at all times, obey such **Rules and Regulations** and use their best efforts to see that they are faithfully observed by their families, guests, visitors, lessees and persons over whom they exercise control and supervision. Said **Rules and Regulations** are as follows:

### **USE, APPEARANCE AND MAINTENANCE**

**18.5 Commercial Activity** – Homes are for residential purposes only. There shall be no retail sale of materials, goods, or products on the premise.

Open House style showings for resale are not allowed. Homes must be shown by appointment only.

Garage Sales are not allowed.

**18.32 Parking** - No maintenance or mechanical repairs of vehicles or boats is permitted on the properties outside of garages except in an emergency.

**18.18 General Use Restrictions** - The streets, sidewalks, walkways, must not be obstructed or encumbered or used for any purpose other than ingress or egress. Nor shall any carriages, bicycles, skateboards, scooters, wagons, shopping carts, chairs, benches, tables, or any other objects be left out on sidewalks, walkways, or common areas.

**18.30 Nuisances** - No immoral, improper, offensive, or unlawful use shall be made of Association property or any part thereof, and each Owner shall, at his own expense, comply with all city, state, and federal laws, statutes, ordinances, regulations, orders or requirements affecting his home. No unit owner, lessee, guest, or visitor shall operate in such a manner causing unreasonable annoyance, or disturbance to others.

**18.33 Personal Property** - Personal property of owners/lessees **shall not** be stored outside their units. Personal Property such as but not limited to Bicycles, Toys, Sports Equipment, Basketball Hoops etc shall be stored within the homes/garages when not in use. **Personal property must not be left out front at night.**

~~Car covers are prohibited.~~

**18.42 Signs & Flags** No political, campaign, commercial, or advertisement, signs shall be permitted. This includes but not limited to: **For Sale” and/or real estate signs.**

It's a Boy/Girl and Happy Birthday lawn signs are permitted for 48hrs only.  
Graduation/Class of - signs can be displayed for 1 week only.

**18.17 Garbage Cans** - All homeowner's garbage cans must be stored **in the garage**.

Garbage cans are not to be out before 6pm the night before trash pick-up and **should be put away by 7pm** on the day of trash pick-up.

**DO NOT OVER-FILL** Trash Bins located in the mailbox or other common area.

~~**18.8 – Outdoor grilling** – Outdoor grilling is only permitted in the rear of the home. No grilling is allowed in front of home or on sidewalks and driveways.~~

**18.27 LEASING OF UNITS**

**THE BOARD OF DIRECTORS or Manager MUST APPROVE ALL RENTALS.** All rentals are required to fill out a rental application. This must be accompanied by a check for the processing fee and must be received at least twenty (20) days prior to the lease.

Any owner found leasing their home without HOA approval, will face fines of up to \$100 per day or up to \$1000.

No unit may be leased more often than **two (2) times** in any calendar year.

**No subleasing or assignment of least rights by the lessee is allowed.**

The Association will hold owners responsible for damage to Association's common elements by their tenants, visitors, or guests.

**18.34 Pets**

Pet owner's - pet must be attended and leashed at all times outside of the house.

Pets are to relieve themselves in the Pet walking areas within Bent Creek.

**DO NOT ALLOW YOUR PET TO "USE" RESIDENT LAWNS.**

**ALWAYS PICK UP YOUR PET'S WASTE.**

**DO NOT** leave your animals unattended on the lanais, they have a tendency to get very vocal and disturb the other residents.

All owners **MUST CLEAN UP** after their pets. This is Collier County Code and a Health Hazard and a violation of HOA.

### **18.20 Shutters**

Storm/Hurricane shutters are not to be in place more than 72hrs prior to an impending storm and should be removed 72 hrs after the storm has passed.

### **Parking**

Street parking is allowed but vehicle must be parked in the direction of the traffic flow for the particular side of the street. Persons shall strive to park all vehicles on the same side of the street when possible; specifically, if there are multiple parties on the same street all guests shall park on the same side of the street to allow for normal traffic flow. Vehicle shall not be parked closer than five feet (5') to a stop sign.

Vehicles shall not be parked to block a neighbor's driveway unless said neighbor as agreed to such.

**Parking Violations** - Parking is not permitted on the streets between the hours of 11pm-6am.

**Vehicles parked on the street after 11pm will be towed at the owner's expense.**  
*(per Florida towing laws)*

**I received a copy of the BCP Rules and Regulations**

*New owners/tenants:*

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*Print*

*signature.*

---

*Print*

*signature.*

**Date:** \_\_\_\_\_

## **BENT CREEK PRESERVE CLUBHOUSE**

### **RULES AND REGULATIONS**

All initially capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Declaration of Covenants, Restrictions and Easements for Bent Creek Preserve recorded in Official Records Book 5038, Page 3810 of the Public Records of Collier County, Florida (the "Declaration").

#### **I. OWNERS, LESSEES AND GUESTS**

1. Every Owner and Lessee may use the clubhouse (the "Clubhouse") and related facilities, including but not limited to the pool, pool deck, fitness room, billiard room, tennis courts, fire pit, playground, bocce court, and steam room, subject to the rules and regulations set forth herein. A person shall continue to have a right to use the Clubhouse and related facilities until he ceases to be a tenant legally entitled to possession of a rental home (a "Lessee"), or as long as the Owner continues to own the home in Bent Creek Preserve.
2. A "Guest" is an individual who is invited by an Owner or Lessee to visit his/her home or to use any of the Bent Creek Preserve facilities.
3. An Owner must notify management upon Lessee's move out. Gate access cards will be deactivated upon move out and are not transferable.

#### **II. GENERAL RULES**

**HOURS:** The Clubhouse shall be open during the hours of 10:00 a.m. - 10:00 p.m., every day of the week. Please note hours are subject to change without notice.

- a. An Owner or Lessee must execute a General Release and Waiver of Liability prior to use of the Clubhouse or related facilities. Please return to the Clubhouse administrative office.
- b. Guests may use the Clubhouse or related facilities only as the Guest of an Owner/Lessee. **The Owner/Lessee inviting a Guest is responsible for informing the Guest of the rules and regulations and of any risks involved in the Guest's use of the facilities.** Residents may have up to four (4) guests per household in the Clubhouse at a time, unless a reservation is made for a party. Reservations for parties shall be made by submitting the Bent Creek Preserve Clubhouse Rental Agreement to the Association together with applicable deposits and fees. All parties shall indemnify and hold the Association harmless against any claims that the Guest may bring against the Association arising from use of the facilities.
- c. Guests may not have guests.
- d. No animals may be brought into the Clubhouse or related facilities.

- e. No immoral, offensive or unlawful use shall be made of the Clubhouse or related facilities. All governmental requirements shall also be strictly observed.
- f. Commercial advertisements may **not** be posted or circulated anywhere in the Clubhouse or related facilities, nor shall business of any kind be solicited or conducted therein or by use of the Clubhouse's stationery without the prior authorization of the Board of Directors. The Clubhouse may not be used without the prior written approval of the Association for any function or activity involving the attendance or participation of non- Owners/Lesseees where a fee is charged for attendance or participation.
- g. Swimwear is restricted to the pool area. Swimmers may **not** walk through the Clubhouse, and must use the pool restroom only.
- h. No smoking (including e-cigarettes or vaping) is permitted in the Clubhouse or outside by the pool.
- i. Proper attire (shirts and shoes) must be worn inside the Clubhouse.
- j. All belongings shall be removed from the Clubhouse when leaving. The Association and its Board shall not be responsible for belongings lost or stolen.
- k. A Rental Agreement for the use of any portion of the Clubhouse for private functions must be executed prior to use. When portions of the Clubhouse are in use by an Owner who has properly reserved the facility, no other Owner shall be permitted in those areas other than for ingress and egress.
- l. Access Fobs: (2 per household with proper registration)  
 ► **Access Fobs:** additional fobs with a registration (photo ID with Bent Creek Preserve address) and a charge of \$50.00, limited to the amount of people living in the home over the age of 18.
- m. The playground is limited to children under the age of twelve (12) and such children shall be supervised by an adult at all times.
- n. Rollerblades, skateboards, bicycles and scooters may not be brought into or used in any part of the Clubhouse, including but not limited to, the pool deck, fitness room or tennis courts.
- o. Complaints, criticism, or suggestions relating to the operation of the Clubhouse or conduct of the staff should be presented, preferably in writing, to the Clubhouse manager or the Association.
- p. Owners, Lesseees and Guests may not, verbally or otherwise, abuse or reprimand, or discipline any employee of the Clubhouse, or send any employee off the premises for any reason whatsoever.
- q. Children are permitted in the Clubhouse only if they are supervised at all times. Children under 16 must be accompanied by an adult who may not be engaged in aerobics, weight

lifting, cardiovascular exercise, or any other activity that may diminish his/her ability to control the behavior of the child.

- r. No parking is permitted in the Clubhouse parking lot during off-hours of operation.
- s. Children under the age of 16 or pets shall not be left unattended near the fire pit. No garbage, paper products, or other objects or substances of any kind shall be put into the fire pit. All persons using the fire pit should remain at least five (5) feet away from the fire pit to avoid sparks. User shall not wear flammable or loose-fit clothing while near the pit. The fire pit shall not be used under windy conditions.



### **III. CLUBHOUSE FACILITIES**

#### ***BILLIARD ROOM***

- a. No activity other than billiard playing is permitted in this room. Horseplay, profanity and disruptive behavior are prohibited.
- b. Children under 16 may not use the billiard room without supervision. Sitting or standing on the billiard table is prohibited.
- c. No liquid or food may be brought into the billiard room.
- d. Games shall be limited to two (2) as a courtesy when others are waiting for the use of the table.
- e. No items shall be placed upon the surface of the billiard table.
- f. Members shall be responsible for any damages to the billiard table or equipment.

### ***FITNESS ROOM***

- a. All persons using the fitness room should consult their physician prior to the use of any exercise equipment in the fitness room. ALL PERSONS USING THE FITNESS ROOM EQUIPMENT DO SO AT THEIR OWN RISK.
- b. Using the equipment in any other manner than it is intended for absolves the Association of liability for injuries should the equipment malfunction or break.
- c. Equipment in this room may be used only during hours of 5:00 a.m. - 10:00 p.m.
- d. All residents sixteen (16) years of age and older may utilize the fitness room independently but must have an access card and a signed waiver on file. Children under the age of sixteen (16) are prohibited in the fitness room.
- e. Suitable attire and footwear must be worn (NO SANDALS). Shirts and shorts must have hemmed edges. Jewelry that may interfere with exercising must be removed prior to exercising.
- f. Eating, drinking (except water from spill proof containers) and smoking (including e-cigarettes and vaping) are prohibited, as are horseplay, profanity and disruptive behavior.
- g. Equipment must be wiped down after every use.
- h. Cardiovascular equipment cannot be reserved. Maximum time limit will be 30 minutes when others are waiting.
- i. Do not move or rearrange the equipment and/or exercise machines, unless otherwise permitted by the Association. All equipment is to be returned to its proper location.
- j. Individuals shall be responsible for any damage to equipment.

## ***SWIMMING POOL***

- a. THERE IS NO LIFEGUARD ON DUTY. ALL PERSONS USING THE POOL DO SO AT THEIR OWN RISK. The Association and its Board assumes no responsibility for any accident or personal injury or for any loss or damage to personal property arising out of or in connection with the use of the pool and/or pool deck. Persons using the pool or pool deck agree not to hold the Association or the Board liable for actions of any nature occurring within the pool area.
- b. Children under sixteen (16) shall be accompanied and closely supervised by a supervising adult over the age of twenty-one (21).
- c. No diving, jumping, dunking, rough play, running, horseplay, profane language, loud music, rafts, bicycles, rollerblades, skateboards and scooters are permitted in the pool area. No balls of any kind, scuba equipment, swimming fins and other play or exercise equipment shall be permitted in the pool or pool deck unless the equipment is used in conjunction with an event or activity scheduled by the Association.
- d. The pool will be open Dawn to Dusk and may not be used by any person when not open.
- e. The spa may reach temperatures in excess of one hundred degrees Fahrenheit (100°F). If a permitted user of the spa has a health risk, such user should first check with their physician before using the spa.
- f. All persons must shower before entering the pool. No soaps or shampoos shall be used at the pool side shower.
- g. **Minors who are not toilet trained must wear swimming attire designed to prevent pool contamination.** Any person causing contamination of the pool will be assessed for
- h. the cost of draining and re-treating the pool as may be necessary. They can swim with a water proof diaper on. Regular daily diapers are not permitted.
- i. Pool parties, except if organized by the Association, are prohibited in the pool area.
- j. No nude swimming shall be allowed at any age.
- k. Persons wearing bandages or having colds, coughs, inflamed eyes, infections or open sores shall not use the pool.
- l. Absolutely no alcoholic beverages of any kind may be brought into or used in the pool, or pool deck except during scheduled events. Glass and breakables are prohibited. **Residents are to clean the area and dispose of any trash before leaving.**

- m. Minors who are unable to swim may use water wings with adult supervision. “Noodles” may be used as well as other floatation devices designed to assist non-swimming minors under adult supervision. No large inflatables/floats are permitted in the pool.
- n. Wheelchairs and strollers shall be permitted in the pool area.
- o. No radios, tape or CD players or portable televisions shall be permitted in the pool area without the use of headphones.
- p. Residents and guests entering the Clubhouse from the pool area must be dry, wear shoes and be properly attired.
- q. This is a non-smoking facility. No smoking (including e-cigarettes or vaping) shall be permitted in the pool area.
- r. No animals are permitted in the pool or pool area.
- s. Towels are to be placed upon all chairs and lounges prior to use and are to be wiped clean of lotion, oil, etc. prior to leaving.
- t. Pool furniture shall not be reserved for anyone not in the pool area. Tables are to be wiped clean after use, debris removed, and umbrellas closed prior to leaving and **all pool furniture, if moved, must be returned to original location.**

## ***TENNIS RULES AND REGULATIONS***

HOURS: The tennis courts are open from dawn to 9:00 p.m.

- a. Proper tennis etiquette should be observed at all times. Excessive noise, racquet throwing, profanity or other unsportsmanlike conduct will not be permitted. Such conduct may result in a player being asked to vacate the court.
- b. During morning hours (8:00 a.m. to 12:00 noon), players shall maintain low noise levels.
- c. Use of courts is based on a first-come, first-serve basis. If other members are still playing when you arrive, please keep noise and movement to a minimum. Players should be allowed to finish a game in progress whenever possible.
- d. Tennis play shall be limited to one and a half (1½) hours for doubles play and one (1) hour for singles play.
- e. All belongings shall be removed from the courts when play is complete. The Association and its Board shall not be responsible for lost or stolen belongings.
- f. Use of the courts by an organized team (e.g. school teams, municipal recreation league teams, etc.) as a practice or scrimmage court, facilities, field or area is strictly prohibited.
- g. The courts may not be used as walkways or thoroughfares. Walking behind or through the courts during play shall be prohibited. Entering or leaving a court shall only occur when the play of other players is stopped. Owners/Lessees should never enter courts through the service/maintenance gates.

### **TENNIS ATTIRE**

- a. Shirts and shorts must be worn at all times.
- b. Cutoff jeans, tank tops, jogging clothes, swimsuits or bare chests are prohibited.
- c. No black soled sneakers or non-athletic shoes of any kind may be worn on the tennis courts.

### **CHILDREN**

Children under 16 are not permitted in the tennis court area unless accompanied and supervised by an adult at all times. They may not use the courts for any purpose other than tennis.

### **GUESTS**

Owners/Lessees may invite guests to play on a court. **A guest may play tennis only with the Owner/Lessee, who must be on the court at all times.**

## ABUSE OF COURTS

- a. Bicycles, carriages, skates, rollerblades, skateboards and other such extraneous items may not be brought onto the courts. No intoxicants, food or breakable containers shall be permitted on the courts.
- b. Owners/Lessees shall be responsible for the repair and/or replacement costs incurred as a result of deliberate or irresponsible behavior resulting in damage to the courts and/or related equipment caused by the Owner, his/her family members, tenants, guests, invitees and others for whom the Owner/Lessee is responsible.

## RESERVATIONS

- a. Reservations for play shall not be made earlier than the day before the requested time.
- b. Names of all players shall be posted with the requested time.
- c. Players shall not reserve more than one time slot daily. Any duplicate reservations shall not be honored until all other players have played.
- d. Unassigned court time may be signed up for by the same players on the same day.
- e. Court time shall be forfeited if players do not show up within ten (10) minutes of the reserved time.
- f. If the court loses playability during a reserved time, playing time shall not be extended if other players are waiting or have reservations.

#### **IV. INTERPRETATION OF RULES AND REGULATIONS**

Questions concerning the interpretation or applicability of rules and regulations will be answered by the Association whose interpretation shall be final.

#### **V. VIOLATIONS OF RULES AND REGULATIONS**

The rights of any person (and the benefits for their Guests) to use the Clubhouse or any related facility may be suspended by the Association in accordance with the Declaration if, in the judgment of the Association, it is determined or found that:

- a. the person violates one or more of these rules and regulations; or
- b. the person has injured or harmed or threatened to injure or harm any other person within the Clubhouse or related facilities, or harmed, destroyed or stolen any personal property, whether belonging to a third party or the Association; or
- c. a person submits false information on a Rental Agreement.

**THESE RULES AND REGULATIONS ARE SUBJECT TO CHANGE AT ANY TIME.**

I AGREE/ACKNOWLEDGE THAT I HAVE RECEIVED AND READ THE COMPLETE SET OF THE CLUBHOUSE RULES AND REGULATIONS AND AGREE TO STRICTLY COMPLY WITH SUCH RULES AND REGULATIONS.

[ALL PERSONS RECEIVING A CARD MUST SIGN BELOW]

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

FOB INFORMATION – Replacement/Lost Access Fob- \$50.00

Clubhouse Card Number (Residents Only-No exceptions)

Name\_\_\_\_\_Card number \_\_\_\_\_

Name\_\_\_\_\_Card number \_\_\_\_\_

Name\_\_\_\_\_Card number\_\_\_\_\_(additional \$50.)

Name\_\_\_\_\_Card number\_\_\_\_\_(additional \$50.)

Must be over the age of 18 to have card access. Minors must be accompanied by an adult.



## **BENT CREEK PRESERVE CLUBHOUSE**

### **GENERAL RELEASE AND WAIVER OF LIABILITY**

THIS GENERAL RELEASE AND WAIVER OF LIABILITY ("Release") is entered into as of the date signed below by each of the undersigned (each, a "Releasor"), in favor of Lennar Homes, LLC, a Florida Limited Liability Company (the "Developer") and BENT CREEK PRESERVE HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation (the "Association").

#### **RECITALS:**

A. Developer is the developer of that certain clubhouse and related facilities thereof, including, but not limited to the pool, pool deck, fitness center, billiard room, tennis courts, fire pit, playground, bocce court, and steam room (collectively, the "Clubhouse") located in Bent Creek Preserve, as more particularly described in Exhibit "A" to the Declaration of Covenants, Restrictions and Easements for Bent Creek Preserve recorded in Official Records Book 5038, Page 3810 of the Public Records of Collier County, Florida (the "Declaration"); and

B. Association has been organized for the purpose of owning, operating, managing, and administering the Clubhouse; and

C. Releasor is a resident of Bent Creek Preserve and desires to use the Clubhouse, subject to the terms and conditions set forth in the Clubhouse at Bent Creek Preserve Rules and Regulations, the Declaration and all other governing documents of the Association.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, and other considerations, the receipt and sufficiency of are hereby acknowledged, Releasor agrees as follows:

1. RECITALS; DEFINITIONS. All capitalized terms used in this Release not otherwise defined herein shall have the same meanings as are ascribed thereto in the Declaration.

2. RELEASE. As consideration for the license to use the Clubhouse, Releasor individually and on behalf of Releasor's family members, heirs, successors, assigns, administrators, estate, and personal representatives, and Releasor's guests and invitees, hereby releases, acquits, and forever discharges the Developer, Association and their respective officers, directors, members, employees, agents, representatives, and successors in interest (each a "Releasee" and collectively the "Releasees") from any and all rights, liabilities, damages, causes of action, and claims arising from, or related in any way to any aspect of Releasor's use of any portion of the Clubhouse, including without limitation common property damage, personal injury, sickness, expense, or death, however caused. Releasor individually and on behalf of Releasor's family members, heirs, successors, assigns, administrators, estate, and personal representatives, and Releasor's guests and invitees, hereby waives and relinquishes all rights afforded under any federal, state, or foreign statute the effect of which would reduce or limit the application of these presents for any reason, including a bar to claims not known or recognized at the time of execution hereof.

3. **HOLD HARMLESS.** Releasor individually and on behalf of Releasor's family members, heirs, successors, assigns, administrators, estate, and personal representatives, and Releasor's guests and invitees, agrees to hold harmless Releasees from and against any and all damages, liabilities, and losses (including court costs and attorneys' fees) of any kind or nature whatsoever that may be sustained or suffered by Releasees by reason of or in connection with the Releasor's use of any portion of the Clubhouse, including without limitation all actions, proceedings, demands, judgments, costs, and expenses arising from any of the foregoing.

4. **COVENANT NOT TO SUE; WAIVER.** Releasor individually and on behalf of Releasor's family members, heirs, successors, assigns, administrators, estate, and personal representatives, and Releasor's guests and invitees, waives, discharges, and agrees not to bring any legal, equitable or administrative claim against any Releasee for any claim, now known or unknown, that Releasor may now or hereafter have against any Releasee in connection with or arising from Releasor's use of any portion of the Clubhouse.

5. **GOVERNING LAW, JURISDICTION AND VENUE.** This Release shall be governed, construed and applied in accordance with the laws of the State of Florida without regard to conflict of law principles. In the event any action arises which is within the scope of this Release, the exclusive venue and jurisdiction shall be in the Circuit Court of Florida's 20<sup>th</sup> Judicial District or the United States District for the Middle District of Florida, and the parties hereto specifically waive any other jurisdiction or venue.

6. **AMENDMENT AND WAIVER.** This document may be amended only in a written instrument signed by the parties hereto. Observance of the provisions hereof may be waived only by such an amendment. Written waiver of any breach or default shall not be construed as waiving any other breach or default. Failure of a party to enforce a provision hereof shall not be construed as a waiver of the right of such party to enforce that provision.

7. **VALIDITY AND ENFORCEABILITY.** If any provision of this Release is deemed invalid or unenforceable, such provision shall be limited in scope and effect to the minimum extent necessary to render this Release valid and enforceable, and if no such limiting construction is possible, such provision shall be deemed severed from this Release without affecting any other term or provision hereof.

8. **BINDING EFFECT.** Releasor agrees and acknowledges that this instrument shall be binding upon Releasor, all members of Releasor's family, and his or her heirs, successors, assigns, administrators, estate, and personal representatives.

9. **ACKNOWLEDGEMENT.** RELEASOR VOLUNTARILY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, THAT RELEASOR MAY SUSTAIN IN CONNECTION WITH USE OF ANY PORTION OF THE CLUBHOUSE. RELEASOR ACKNOWLEDGES AND AGREES THAT RELEASOR IS AGED 18 YEARS OR OLDER AND HAS READ AND FULLY UNDERSTANDS THIS RELEASE. RELEASOR IS SIGNING THIS DOCUMENT FREELY AND VOLUNTARILY, AND UNDERSTANDS THAT BY SIGNING THIS RELEASE, RELEASOR IS GIVING UP SUBSTANTIAL RIGHTS.

IN WITNESS WHEREOF, Releasor has executed this Release on the date first above written below with the intent of being fully and legally bound hereby.

[ALL ADULTS (OVER AGE 18) USING THE CLUBHOUSE MUST SIGN BELOW]

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

ADDRESS AT BENT CREEK PRESERVE: \_\_\_\_\_