WATERBEND AT JONATHAN'S LANDING CONDOMINIUM ASSOCIATION, INC.

c/o Triton Property Management 175 Toney Penna Drive, Suite 100 Jupiter, FL 33458 561-250-6565

Instructions for Sale/Lease Application

Updated 5/10/21

- 1. Fill in the application completely; all questions must have an answer If a question does not apply to you, the applicant(s) please write NA. If the application is not filled out it will be returned. Any applications that are not fully completed will not be processed.
- 2. A fully executed copy of the Sales Contract or Lease Agreement must accompany the application. A copy of each application's Driver License must be included
- 3. A Background Check is required. A non-refundable fee of \$100.00 **per adult** over the age of 18 payable to *Triton Property Management* applies. If applicant other than US Citizen, please contact the property manager for the processing fee.
- 4. Repeat seasonal renters (same unit) must complete application and return with a \$25 processing fee these checks must be payable to **Waterbend at Jonathan's Landing**. An additional background check may or may not be required.
- 5. Approval will be based on a complete review of the Application by the Board. Occupancy prior to final approval is prohibited.
- 6. An interview may be requested either before or shortly after closing. (See Association Rules & Regulations).
- 7. After closing (if sale) a copy of the recorded deed must be provided to Triton Property Management by the closing agent, i.e., title company or attorney to legally change ownership records.
- 8. The seller (current owner) must provide the purchaser with a copy of all Condominium Documents (see Association Rules & Regulations attached). (Documents are available from Triton Property Management at a cost of \$50.00).
- 9. The application for lease or sale and occupancy, along with all information and material requested therein must be completed, <u>executed and submitted to the Association at the above address, at least 15 days prior to move in date or expected date of closing</u>. A lease or sale is not effective nor may the unit be occupied by the lessee(s) or buyer(s) without prior written approval by the Board of Directors. The Certificate of Approval must be notarized.

10. **SEMI TRAILERS are not allowed in Waterbend**. The streets are very narrow and there are no outlet streets or turn-around areas. Alternate plans must be made for the delivery of furniture and household items.

11. A copy of each application's Driver License must be included.

I/We understand that this application must be completed in its entirety and declare that the information provided is true and correct. <u>Willful misrepresentation will void any lease, contract or agreement entered in connection with this application</u>. I/We authorize the Association or its agent(s) to obtain and verify a consumer credit and background reports and understand an investigation may be conducted to determine mode of living, financial ability, personal character, and general reputation.

I/We release the Association, their agent(s) and members from any loss, expense or damage which may result directly or indirectly from any information or reports furnished.

Applicant Signature:	Date:	
Co-Applicant Signature:	Date:	
eo-Applicant Signature.	Date	

WATERBEND AT JONATHAN'S LANDING CONDOMINIUM ASSOCIATION, INC.

	APPLICATION FOR RESIDENCY	
SALE:	RENTAL:	
CLOSING DATE	(OR) RENTAL PERIOD: FromTo	
Property Address:	Unit #	
Current Property Owner Infor	mation	
Name:	Phone:	
Current Mailing Address:		
New Mailing Address:		
New Phone Number:		
Applicant(s) Information		
Are you Active Military?	YesNo	
Name:	Phone:	
Social Security No.	Marital Status:	
Date of Birth:	Email	
Present Address:		
	If less than one (1) year previous address:	
Co- Applicant's Name:	SS No.	
Email	SS No Phone:	
Number of People who will occu	py the unit: Adults: Children:	
Names and ages of Children at he	ome:	
Names of Adults (other than the Over 18 must provide SS# and v	applicants) who will occupy the unit:	
Are there occupants other than the	e immediate family? YesNo	
If yes, name(s), relationship, and	age(s):	
Pets		
Туре:	Breed:	
Weight at Maturity:	Age:Color:	
Association Rules limit pets to tw Page 3 of 13	vo(2) which will not exceed thirty (30) pounds at maturity. INT INT	

WATERBEND AT JONATHAN'S LANDING CONDOMINIUM ASSOCIATION, INC.

Residency Application

Applicant's Employer

Name: Position:			Phone:Supervisor:			
Address:				nan one (1) year, previous employe	er:	
Automobile						
Year	_Make		Model	Tag #		State
Year	_Make		Model	Tag #		State Do
you have any	y of the foll	owing:	(Check Yes or No)			
		Yes	No		Yes	No
Truck or Va Boat Trailer Camper Motor Home		[] [] [] [] []	[] []	Commercial Truck or Van Motorcycle or Moped Recreational Vehicle Bus Jet Ski	[] [] [] []	[] [] [] []

No trailers, boats recreational vehicles, habitable vehicles, trucks, Hummer type vehicles, limousines or vehicles of any kind which are used for and/or display any commercial purposes may be kept, stored or parked on the property overnight, except in the garage of the unit owner to whom the vehicle belongs. Vans or trucks belonging to vendors who are servicing the property and units during the daylight business hours are exempt from this regulation. (No. 3 of the Association Rules & Regulations).

Other Information

Have you ever been convicted of a felony?_	If yes, explain
Have you ever been evicted before?	_If yes, where/why
Have you ever refused to pay rent?	_If yes, where/why

WATERBEND AT JONATHAN'S LANDING CONDOMINIUM ASSOCIATION, INC.

Agent Information

Name of Real Estate Company representing you:

Name of Agent: Agent's Phone No:

Name of Closing Agent, i.e., Title Company or Attorney and Phone No.:

Acknowledgements

BUYER(S):

I/We acknowledge that I/We, as buyer(s), have received and read the following:

- 1. Waterbend at Jonathan's Landing Condominium Association, Inc. Documents.
- 2. Waterbend Association Rules & Regulations pages 1 6.
- 3. Frequently asked Questions and Answers Sheet.
- 4. Waterbend Association Annual Budget

LESSEE(S):

I/We acknowledge, as Lessee(s), that I/We have received, read, and understand the following:

- 1. Waterbend at Jonathan's Landing Condominium Association, Inc.
- 2. Waterbend Association Rules & Regulations pages 1 -6.
- 3. Have signed the Acknowledgement on this page.

THIS APPLICATION PACKAGE FOR SALE/LEASE IS EXECUTED BY THE PARTIES ON THE DATES SPECIFIED BELOW. IF ANY PARTY DOES NOT UNDERSTAND THIS APPLICATION, THE PARTY IS ENCOURAGED TO SEEK LEGAL ASSISTANCE.

I/We declare the above information submitted on pages 1 -4, to be true and correct.

Applicant's Signature

Print Name

Co-Applicant's Signature

Print Name

ATTENTION APPLICANT: Attachments required to be submitted with this Application

- 1. Signed Sales Contract or Lease
- 2. A non-refundable fee of \$100.00 per adult over the age of 18 payable to Triton Property Management.
- 3. Signed copy of Association Rules & Regulations, pages 1 -6 for the Unit File. NOTE: The Acknowledgement on page 4 must be signed by both owner applicants.
- 4. Copy of Driver's License for each applicant.

Completed applications and checks should be sent to:

Triton Property Management: 175 Toney Penna Drive, Suite 100 Jupiter, FL 33458 Any questions please contact Triton Property Management at 561-250-6565

Page 5 of 13

INT

INT

Date

Date

Address:

TENANT FORM DISCLOSURE AND AUTHORIZATION FOR CONSUMER REPORT AND/OR INVESTIGATIVE CONSUMER REPORT

Landlord / Property Manager:

In connection with your rental application with the above listed Landlord/Property Manager (hereinafter "Landlord/Property Manager") you provide your authorization for Landlord/Property Manager to obtain a "consumer report" and/or "investigative consumer report" about you from a consumer reporting agency for tenancy or rental purposes, as defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 *et seq.*).

These reports may include information about your character, general reputation, personal characteristics and mode of living, whichever are applicable. The report may also contain information about you relating to criminal history, credit history, rental history, credit history, social media or other background checks. They may involve personal interviews with sources such as your neighbors, friends or associates.

You have the right, upon written request made within a reasonable time after receipt of this notice, to request disclosure of the nature and scope of any investigative consumer report by contacting Landlord/Property Manager and National Crime Search, Inc., 3452 E. Joyce Blvd., Fayetteville, AR 72703 – 888-527-3282 – www.nationalcrimesearch.com.

Acknowledgement and Authorization

By signing below you acknowledge receipt of a copy of the federal notice, A Summary of Your Rights under the Fair Credit Reporting Act and certify that you have read this notice and authorization as well as the summary document. You hereby authorize the obtaining of a consumer report and/or investigative consumer report (criminal background check), as applicable by Landlord/Property Manager in connection with your rental application.*

Signature		Today's Date		
Full Legal Name (please print)		Other or Former Names (please print)		
Address		City/State		
County	Zip	Date of Birth**	SSN	
Name on Driver's License (if different from legal name)		Driver's License #	State issued	
Contact Phone Numb	er	E-mail Address		

*To perform a GA Statewide search, the GCIC requires the potential tenant to have signed the authorization form within the last 30 days.

**This information will be used for background screening purposes only and no other purpose.

INT: _____

Address:

TENANT FORM DISCLOSURE AND AUTHORIZATION FOR CONSUMER REPORT AND/OR INVESTIGATIVE CONSUMER REPORT

Landlord / Property Manager:

In connection with your rental application with the above listed Landlord/Property Manager (hereinafter "Landlord/Property Manager") you provide your authorization for Landlord/Property Manager to obtain a "consumer report" and/or "investigative consumer report" about you from a consumer reporting agency for tenancy or rental purposes, as defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 *et seq.*).

These reports may include information about your character, general reputation, personal characteristics and mode of living, whichever are applicable. The report may also contain information about you relating to criminal history, credit history, rental history, credit history, social media or other background checks. They may involve personal interviews with sources such as your neighbors, friends or associates.

You have the right, upon written request made within a reasonable time after receipt of this notice, to request disclosure of the nature and scope of any investigative consumer report by contacting Landlord/Property Manager and National Crime Search, Inc., 3452 E. Joyce Blvd., Fayetteville, AR 72703 – 888-527-3282 – www.nationalcrimesearch.com.

Acknowledgement and Authorization

By signing below you acknowledge receipt of a copy of the federal notice, A Summary of Your Rights under the Fair Credit Reporting Act and certify that you have read this notice and authorization as well as the summary document. You hereby authorize the obtaining of a consumer report and/or investigative consumer report (criminal background check), as applicable by Landlord/Property Manager in connection with your rental application.*

Signature		Today's Date		
Full Legal Name (please print)		Other or Former Names (please print)		
Address		City/State		
County	Zip	Date of Birth**	SSN	
Name on Driver's License (if different from legal name)		Driver's License #	State issued	
Contact Phone Numb	er	E-mail Address		

*To perform a GA Statewide search, the GCIC requires the potential tenant to have signed the authorization form within the last 30 days.

**This information will be used for background screening purposes only and no other purpose.

INT: _____

WATERBEND AT JONATHAN'S LANDING Rules & Regulations Revised July 24, 2020

The following Rules & Regulations shall be in effect until amended by the Board of Directors and shall apply to and be binding upon all Unit Owners. The Unit Owners shall always obey said Rules & Regulations and shall use their best efforts to see that they are faithfully observed and be responsible for their families, guests, invitees, servants, lessees, and persons over whom they exercise control and supervision. Failure to follow the below Rules and Regulations will result in fining proceedings being initiated on the Unit Owner as outlined in the Association Documents.

(1) Owner is responsible for maintaining the interior of their unit. Any changes to exterior features such as, but not limited to, screening, screen frames and enclosures, glass frames and enclosures, lanai frames, screens, and glass, garage doors, front doors, and sheds must be approved by the Waterbend Board and the JL DCB.

(2) All second floor Units must have eighty percent (80%) of the total floor area covered with carpeting, either wall-to-wall or area rugs, or other sound-deadening materials installed in accordance with specifications adopted by the Board of Directors. Any hard surface flooring to be installed must be authorized using the Waterbend Hard Surface Flooring Application.

Initial here___*

*By initialing this section, you fully understand that failure to follow the hard flooring application process may result in the Waterbend Association Board of Directors taking any and all actions necessary to remedy the situation, including, but not limited to, the removal of such flooring at the owners' expense.

3) SEMI TRAILERS are not allowed in Waterbend at any time. When moving in or out, the largest truck our road will accommodate is a 26' Box Truck, with a Gross Vehicle Weight of 20,000 lbs. maximum. Moving in or out arrangements must be planned in advance, taking this Regulation into consideration.

Initial here _____

(4) The sidewalks, entrances, and the common elements must not be obstructed or used for any purpose other than ingress and egress to and from the buildings. Owner's personal property or any other object may not be stored on any part of the common elements of the Association.

(5) The personal property of all Owners shall be stored within their Units or storage area.

(6) No garbage containers, supplies, milk cartons, potted plants, or other articles shall be kept on or placed where visible from the common elements, nor shall any linens, cloth, clothing, rugs, mops, or laundry of any kind or other articles be shaken or hung from the windows, patios, or doors or be exposed on any part of the common elements. The common elements and patios shall be kept free of rubbish, debris, and unsightly materials. Notwithstanding the foregoing, potted plants may be placed in the courtyard areas upon written permission of the

Page 8 of 13

INT____

Board of Directors. Potted plants may not be placed beyond the brown patio bricks on end Units.

(7) Trash and recyclables can only be placed curbside after sunset of the evening before pickup. All trash must be contained in plastic bags and must be deposited in plastic garbage cans with tight fitting locking lids. Trash and recyclable containers when not at curbside awaiting pickup must be stored out of sight from the street and may not be stored in any of the common areas. All containers must be clearly marked with the applicable Unit number. All empty trash and recyclable containers shall be removed from curbside no later than midnight on the day of pick up. Notwithstanding the foregoing, trash and recyclables may be placed in plastic bags without placing them in plastic garbage cans for pickup provided that the plastic bags are properly sealed and placed at the curbside of the Unit on the day of trash pickup. The Unit Owner is responsible for, and will promptly, remove any of the Unit Owner's garbage from the curbside, the street, common areas or another Unit Owner's property, which spills because of a broken or torn plastic garbage can or plastic bag of the Unit Owner.

(8) To maintain proper security and safety conditions, no "on street" parking is permitted. The only exception to this rule would be for a short period of time (2-3 hours) when entertaining guests. No trailers, boats, recreational vehicles, habitable vehicles, trucks, pickup trucks, hummer type vehicles, limousines, or commercial vehicles of any kind (a commercial vehicle is any vehicle which is used for and/or displays any commercial purposes) may be kept, stored, or parked on the property except in the garage of the Unit Owner to whom the vehicle belongs. Vans or trucks belonging to vendors who are servicing the condominium property and Units may be parked on the property from 8:00 AM to 5:00 PM on weekdays. In the event of an emergency, vans or trucks belonging to vendors may park on the property after the authorized hours while performing such services. **SEMI TRAILERS are not allowed in Waterbend at any time.** Moving in or out arrangements must be planned in advance, taking this Regulation into consideration. Golf carts must be stored in the assigned golf cart space. Bicycles, scooters, and similar items must be stored in the garage or storage unit of the Owner to whom it belongs.

(9) No Unit Owner, family member, guest, invitee, servant, lessee, or any resident shall direct, supervise, or in any manner attempt to assert any control over the employees, contractors or vendors of the Association or Jonathan's Landing POA.

(10) Domestic help, contractors or vendors of Unit Owners may not gather or lounge on the common elements, including but not limited to the pool, pool deck, boardwalk, and gazebos.

(11) The parking facilities shall be used in accordance with the regulations adopted by the Board of Directors. No vehicle which cannot operate on its own power or that is without a valid license plate and current sticker, shall remain on the condominium property for more than 24 hours and no repair of vehicles shall be made on the condominium property except for tire changing, windshield replacement, or battery replacement. No vehicle shall remain parked in front of the garage door at any Unit other than on a temporary basis, and the garage door must remain closed when not in use. There shall be no additional parking for guest use, other than the one (1) designated parking space per unit which shall be used by only one (1) vehicle at any time, and the use of any tarps or

vehicle covers are prohibited.

(12) No Unit Owner, guest, lessee, or resident shall make any disturbing noises in his or her Unit or permit any family member, servants, employees, agents, or visitors to do anything that will interfere with the rights, comforts, or conveniences of the other Unit Owners. No Unit Owner shall play or operate a phonograph, television, radio, musical instrument, compact disk player, DVD player or sound amplifier in his or her Unit in such a manner as to disturb or annoy other occupants of the condominium. No Unit Owner shall conduct, or permit to be conducted, vocal or instrumental instruction at any time for compensation.

(13) No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted, or affixed on or upon any part of the unit or condominium property by any Unit Owner or occupant.

(14) No awning, canopy, shutter, or other projection shall be attached to or placed upon the outside walls or roof of a building without the prior written consent of the Board of Directors and the J.L. POA. DCB. Storm shutters of a type approved by the Board and the J.L. POA.DCB. will be permitted upon prior approval of the Board of Directors and the J.L.POA.DCB.

(15) No window treatments may be installed that the side visible from the outside is other than white, off-white, or light beige without the prior written approval of the Board and J.L. POA.DCB.

(16) Unit Owners must provide the Association with a key to their Unit. The Association has a right to enter Units for maintenance purposes, rodent, and pest control services and in emergencies for the safety and protection of the building.

(17) Complaints regarding the service to the Unit, common areas or rules violations shall be made in writing to the Board. Unsigned complaints will be disregarded.

(18) No flammable, combustible, or explosive fluid, chemical or substance shall be kept in any Unit, golf cart shelter or on the common areas, except such as are required for normal household use and are kept inside the Unit.

(19) Owners not in-residence during hurricane season must prepare the Unit by taking the following steps: (a) remove all furniture and other items from the porch or patio prior to departures; (b) designating a responsible firm or an individual to care for the Unit should it suffer hurricane or wind damage and (c) furnish the Association (by notifying the Management firm) the name of the firm or individual. Such firm or individual shall contact the Association for approval to install or remove hurricane protection, which shall be only the type approved by the Board of Directors.

(20) Food and beverage may not be consumed outside of the Unit except in such areas as may be designated by the Board of Directors of the Association.

(21) Any type of reflective film or coating to any window, glass door or glazed surface of any structure visible from the outside is prohibited.

(22) Portable free-standing and tabletop electric barbecue grills and other similar electric Page 10 of 13 INT____ INT____

appliances shall be permitted for use on a homeowner's balcony as per Florida Fire Prevention Code Section 10.10.6.1.1. This is provided that the cooking surface does not exceed 200 square inches and that the unit is unplugged when not in use. The use of charcoal and gas barbecue grills is strictly prohibited on a homeowner's balcony or anywhere else on any Association property, except at events sponsored by the Board of Directors of the Association and only in those areas designated by the Board of Directors.

(23) Up to two (2) dogs or cats, each of which will not exceed thirty pounds (30) at maturity may be kept inside the Unit.

(24) Every pet owner shall be responsible for cleaning up their pet's excretions. The Board is empowered to order and enforce the removal of any pet which becomes a source of annoyance to other residents of Waterbend.

(24.1) No person on Waterbend common grounds shall harass, herd, or drive any game or non-game bird, fish, aquatic mammal, or fur bearing mammal species. For the purpose of this rule, harass will be defined as any intentional act that disrupts an animal's normal wildlife behavior patterns, which includes but is not limited to feeding, sheltering and breeding. Residents or guests that violate this policy will be subject to fines and any other reasonable actions the Association may deem necessary to remedy such actions.

(25) No containers of any kind that may hold standing water and therefore allow mosquitoes to breed may be left outside of any Unit. Including, but not limited to, buckets, jars, bowls, birdbaths, fountains, and inflatable plastic pools.

(26) The garage of each Unit may not be used for either living quarters or any commercial purpose. No trade, business, professional or commercial activity may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (a) The existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (b) the business activity conforms to all zoning requirements; (c) the business activity does not involve persons coming into the Condominium who do not reside therein or door-to-door solicitation of residents of the Condominium; and (d) the business activity is consistent with the residential character of the Condominium and does not constitute a nuisance or a hazardous or offensive use or threaten the security or safety of other residents as may be determined in the sole discretion of the Board. The terms "business", "trade" and "professional or commercial activity" as used in this provision shall be construed to have their ordinary, generally

accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or parttime; (ii) such activity is intended to or does generate a profit; or (iii) a license is required, therefore. Notwithstanding the above, the ownership of a Parcel shall not be considered a trade, business, professional or commercial activity within the meaning of this section.

(27) Pool rules posted at the pool may be changed and updated, and upon posting shall become part of these Rules and Regulations.

Page 11 of 13

INT____

FOR YOU OWN SAFETY NO DIVING IS PERMITTED.

Pool hours are from 8 a.m. until dusk. Security will be called when persons

are in the pool area after dusk. No nighttime swimming is allowed.

1. No lifeguard on duty – swim at your own risk.

2. No wheeled recreation equipment or vehicles, including but not limited to tricycles, bicycles, scooters, skates, or skateboards are allowed in the pool area.

3. No pets are allowed in the pool or on the pool deck.

4. Except for plastic water bottles, no food or drink, or any glass items, are allowed in the pool or on the pool deck, except during Association sanctioned functions.

5. Voices and electronic equipment must be kept to a low volume.

6. Chairs/lounges must have towels placed on them while in use. Please close the umbrellas when you are finished using them to prevent damages due to high winds.

7. All persons must shower before entering the pools. Suntan oils and lotions do damage to the pool filtering equipment, they also damage the pool furniture.

8. Children must be accompanied by a resident adult.

9. Incontinent persons or persons using diapers are not permitted in either pool.

10. No running, jumping, ball playing, rubber rafts or large toys are allowed in the pool or on the pool deck. Any type toys left in the pool area overnight are discarded the following day. Please take all personal items with you when you leave to prevent loss.

11. A maximum of 43 persons are allowed in the pool.

12. No private functions in pool area without Board approval.

13. No Smoking at the pool or in the restrooms

THANK YOU FOR YOUR COOPERATION AND ENJOY THE POOL AND DECK.

*The Waterbend Pool and Deck area is for the exclusive use of the Membership of the Waterbend Condominium Association and their guests.

(28) All Owners are required to notify the Association with respect to the sale or lease of their unit by completion of the "Application for Rental or Resale" form at least 30 days prior to the transaction. Contact management firm for the application to be completed by the new owner or tenant.

A signed copy of the current **Rules & Regulations** and a copy of the contract or lease must accompany the completed application, along with a check, made payable to Waterbend, for the application fee. The "Certificate of Approval" must be signed by the Board Officers and Page 12 of 13 INT_____ INT____

must be notarized prior to the transaction. No Unit shall be leased more than two (2) times during any calendar year and each time not for less than thirty (30) days.

The prospective buyer or lessee must acknowledge by signature that they have read, understand, and agree to obey the Rules & Regulation and the Documents. This acknowledgement is part of the "Application for Rental or Resale" form and will be kept in the unit's file by management.

(29) The rules governing the flying or placement of flags, banners or pennants of any type have been established by the Waterbend Association and Jonathan's Landing POA.DCB. Any deviation from the rules must be approved in advance by the Waterbend Association and the Jonathan's Landing POA. DCB.

1. No freestanding ground supported flagpoles shall be permitted within Waterbend and/or Jonathan's Landing, except those previously approved.

2. No flag, banner, pennant, or bunting of any type shall be permitted to be displayed, either horizontally or vertically against any wall of a home, pool house, garage, or attached to a tree, lamppost, or bush, in any position, except during a temporary display at a community function that is approved by the Board.

3. A single flagpole, projecting from a home at an angle, shall be limited to one not greater than 1 1/2" in width, and 6 ft. in length. Any flag, banner or

pennant flying from such flagpole shall not exceed 3 feet in width by 5 feet in length.

4. Any flag, banner, or pennant that is flown within the community must be maintained good repair and must be removed when it is no longer a fitting emblem to display.

5. Owners shall be permitted to display one portable removable **United States Flag** in a respectful way. On Armed Forces Day, Memorial Day, Independence Day, an owner may display a portable official flag that represents the US military services that is no larger than 4 1/2 feet by 6 feet.

Updated 1/6/21