

**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 Form

Updated 6/16/22

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 completely filled out it will be returned.**
2. A fully executed copy of the Sales Contract or Lease Agreement must accompany the application.
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, **executed and submitted to the Association at the above address, at least 30 days prior to move in date or expected date of closing.** 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.

I/We understand that this application must be completed in its entirety and declare that the information provided is true and correct. Willful misrepresentation will void any lease, contract or agreement entered into in connection with this application. 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: _____

**WATERBEND AT JONATHAN'S LANDING
CONDOMINIUM ASSOCIATION, INC.**

APPLICATION FOR RESIDENCY

SALE: _____ RENTAL: _____
CLOSING DATE _____ (OR) RENTAL PERIOD: From _____ To _____

Property Address: _____ Unit # _____

Current Property Owner Information

Name: _____ Phone: _____

Current Mailing Address: _____

New Mailing Address: _____

New Phone Number: _____

Applicant(s) Information

Are you Active Military? _____ Yes _____ No

Name: _____ Phone: _____

Social Security No. _____ Martial Status: _____

Date of Birth: _____ Email _____

Present Address: _____

How long at this address: _____ If less than one (1) year previous address: _____

Co- Applicant's Name: _____ SS No. _____

Email _____ Phone: _____

Number of People who will occupy the unit: Adults: _____ Children: _____

Names and ages of Children at home: _____

Names of Adults (other than the applicants) who will occupy the unit: _____

Over 18 must provide SS# and valid identification.

Are there occupants other than the immediate family? Yes _____ No _____

If yes, name(s), relationship and age(s): _____

Pets

Type: _____ Breed: _____

Weight at Maturity: _____ Age: _____ Color: _____

Association Rules limit pets to two(2) which will not exceed thirty (30) pounds at maturity.

**WATERBEND AT JONATHAN'S LANDING
CONDOMINIUM ASSOCIATION, INC.**

Residency Application

Applicant's Employer

Name: _____ Phone: _____

Position: _____ Supervisor: _____

Address: _____

How long employed: _____ If less than one (1) year, previous employer: _____

Automobile Information:

Year _____ Make _____ Model _____ Tag # _____ State _____

Year _____ Make _____ Model _____ Tag # _____ State _____ Do

you have any of the following: (Check Yes or No)

	Yes	No		Yes	No
Truck or Van	[]	[]	Commercial Truck or Van	[]	[]
Boat	[]	[]	Motorcycle or Moped	[]	[]
Trailer	[]	[]	Recreational Vehicle	[]	[]
Camper	[]	[]	Bus	[]	[]
Motor Home	[]	[]	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

Date

Print Name

Co-Applicant's Signature

Date

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.

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

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

Sale/Lease Application Address:

**DISCLOSURE AND AUTHORIZATION FOR CONSUMER
AND/OR INVESTIGATIVE CONSUMER REPORT**

Company Name: **TRITON PROPERTY MANAGEMENT**

Community _____

In connection with your application and/or employment with above listed Company (hereinafter the Company”) this notice is provided to inform you that a “consumer report” and/or “investigative consumer report,” as defined by the Fair Credit Reporting Act (15 U.S.C. § 1681), may be obtained from a consumer reporting agency for employment purposes. 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, motor vehicle records such as driving records, workers’ compensation claims (post job offer, or conditional job offer), verification of education or employment 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 to the Company and National Crime Search, Inc., 3452 E. Joyce Blvd., Fayetteville, AR 72703 – 888-527-3282. For information about National Crime Search, Inc.’s privacy practices see www.nationalcrimesearch.com. The scope of this notice and authorization is not limited to the present and, if you are hired, will continue and allow the Company to conduct future background screenings for retention, promotion or reassignment, unless revoked by you in writing. The Company also reserves the right to share your report with any third-party for whom you will be placed to work with as a representative of the Company.

Acknowledgement and Authorization

You hereby authorize the obtaining of a consumer report and/or investigative consumer report at any time after receipt of this authorization by the Company, and if you are hired, throughout your employment, as permitted by law. You also confirm your understanding and provide consent for this report to be shared with a third-party for whom you may be placed to work as a representative of the Company, if applicable.

_____ Signature	_____ Date
_____ Full Legal Name	_____ Other Former Names
_____ Address	_____ City, State
_____ County	_____ Date of Birth**
_____ Zip	_____ SS#
_____ Name on Driver License (if different than above)	_____ Driver License #
	_____ State Issued
_____ Contact #	_____ Email:

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

Triton Property Management
175 Toney Penna Drive, Suite 100
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_____ Signature	_____ Date
_____ Full Legal Name	_____ Other Former Names
_____ Address	_____ City, State
_____ County	_____ Date of Birth**
_____ Zip	_____ SS#
_____ Name on Driver License (if different than above)	_____ Driver License #
_____ Contact #	_____ State Issued
	_____ Email:

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

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 at all times 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 anytime. 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

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) In order 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 anytime.** 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 the 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

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 part-time; (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.

FOR YOU OWN SAFETY NO DIVING IS PERMITTED.

1. Pool hours are from 8 a.m. until dusk. Security will be called when persons are in the pool area after dusk. No night time swimming is allowed.
2. No lifeguard on duty – swim at your own risk.
3. No wheeled recreation equipment or vehicles, including but not limited to tricycles, bicycles, scooters, skates or skateboards are allowed in the pool area.
4. No pets are allowed in the pool or on the pool deck.
5. 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.
6. Voices and electronic equipment must be kept to a low volume.
7. 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.
8. 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.
9. Children must be accompanied by a resident adult.
10. Incontinent persons or persons using diapers are not permitted in either pool.
11. 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.
12. A maximum of 43 persons are allowed in the pool.
13. No private functions in pool area without Board approval.

14. 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

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 flag pole, 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.