

Date Received: _____

INTENT TO HAVE OCCUPANT COMMUNITY OF WATERFORD LAKES, INC.

This portion to be completed by the Owner

Owner's Name (*please print*) _____ Date _____

Waterford Lakes Property Address _____ Lot # _____

Owner's Mailing Address _____ City/State/Zip _____

Home Phone _____ Cell Phone _____ Email _____

Agent (*if applicable*) _____ Phone Number _____

Duration of Lease: From _____ To _____

A tenant occupied property shall be defined as any occupancy of a dwelling, other than by the legal owner, for a period greater than 60 days (or 2 consecutive months) is considered a tenant-occupied property. It is the intent of the Owner to rent/lease or have the property listed below occupied as:

_____ A rental/ lease of 60 days or more duration.

_____ An occupied property or rental/lease by a non-family member with no written agreement.

No administrative/processing fee is required for a long term arrangement with owner's parents, children, grandchildren, siblings or, spouses of any of them.

I/We acknowledge the following:

- A) To comply with the Covenants and Restrictions of Waterford Lakes, and the Rules of Operation, a completed copy of this application, the Lease and a Two-Hundred and ten dollar (\$210.00) processing fee must be submitted to the Management Company by the Owner for approval prior to the start of the lease. Failure to submit any of these items may result in a fine as stated in the Covenants, Section 5.1; Enforcement Rights. _____ **(Owner Initial)**
- B) The Owner (landlord) or their agent are responsible for the behavior of all occupants and are responsible for any fines as set forth in the Covenants or Rules of Waterford Lakes. _____ **(Owner Initial)**
- C) Owner is responsible for any defaults in maintenance to the home, property, flowerbeds, trees, hedges due to tenant negligence that may occur during the lease period. _____ **(Owner Initial)**
- D) In the event of tenant eviction, all clean-up costs and trash removal/disposal as well as any damage repair to common areas as a result of tenant actions, will be the responsibility of the Owner. The Owner is liable for any expenses incurred by the Association that may have resulted from the tenant eviction. _____ **(Owner initial)**

This portion to be completed by the Occupant

If your Waterford Lakes application includes more than two (2) adult Applicants, the additional adults must also complete and sign this form. Include a \$105.00 processing fee for each additional adult listed below.

Failure to complete all information requested on this form may delay the processing of your application

1. Applicant's Name (*please print*) _____ Date of Birth _____

Social Security ____ - ____ - ____ Driver's License _____ Issuing State _____

Current Address _____ City _____ State ____ Zip _____

Phone Number _____ Email _____

2. Co-Applicant's Name (*please print*) _____ Date of Birth _____

Social Security ____ - ____ - ____ Driver's License _____ Issuing State _____

Current Address _____ City _____ State ____ Zip _____

Phone Number _____ Email _____

Note: convictions of misdemeanors or felony crimes DO NOT automatically drop off your record after a specified period of time. The court must be petitioned in order to have any conviction of a crime removed.

	APPLICANT	CO-APPLICANT
1. Have you EVER been convicted of a sex related crime?	[<input type="checkbox"/>] Yes [<input type="checkbox"/>] No	[<input type="checkbox"/>] Yes [<input type="checkbox"/>] No
2. If yes, did the crime involve force of minors?	[<input type="checkbox"/>] Yes [<input type="checkbox"/>] No	[<input type="checkbox"/>] Yes [<input type="checkbox"/>] No
3. Have you EVER been convicted of a crime involving violence or threat of violence?	[<input type="checkbox"/>] Yes [<input type="checkbox"/>] No	[<input type="checkbox"/>] Yes [<input type="checkbox"/>] No
4. Have you EVER been convicted of a crime involving criminal activity in drugs or alcoholic beverages?	[<input type="checkbox"/>] Yes [<input type="checkbox"/>] No	[<input type="checkbox"/>] Yes [<input type="checkbox"/>] No
5. Have you EVER been convicted of any other crime except a minor traffic violation (<i>includes traffic crimes</i>)?	[<input type="checkbox"/>] Yes [<input type="checkbox"/>] No	[<input type="checkbox"/>] Yes [<input type="checkbox"/>] No
6. Have you been arrested or charged within the last three years for a crime for which there has not yet been an acquittal or dismissal?	[<input type="checkbox"/>] Yes [<input type="checkbox"/>] No	[<input type="checkbox"/>] Yes [<input type="checkbox"/>] No

Additional Occupants (<i>please print</i>)	Age	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Proposed Pets-Names (<i>all pets to be housed inside</i>)	Type/Breed	Age
_____	_____	_____
_____	_____	_____

Vehicle/Year	Make	Model	Color	Plate #	State
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

I/We acknowledge the following:

A) We have received and read a copy of this “Intent to Have Occupant” and “Owner/Tenant Rules Agreement” pages 1 thru 8 and agree to abide by them and to be governed by any decision of the Waterford Lakes Board of Directors regarding this application.

_____ (**Occupants Initial**)

B) I hereby release all persons, companies or corporations furnishing the National Tenant Network-Tenant Performance Profile screenings, Multistate Criminal searches, and Nationwide Sex Offenders searches from liability and responsibility. I agree that a photographic copy or a facsimile of these documents shall be valid for all purposes

_____ (**Occupants Initial**)

Owner and all adult occupants must sign application below and forward to the Management Company for review and background searches. Acceptance or denial of application will be rendered as soon as possible. Occupancy shall not take place until application has been approved by the Waterford Lakes Board of Directors.

Failure to identify all occupants could result in eviction per Rules of Operation, Rule BB 10.

Owner Signature _____ Date _____

Owner Signature _____ Date _____

Occupant Signature _____ Date _____

Co-Occupant Signature _____ Date _____

Waterford Lakes Owner/Tenant Rules Agreement

1. Each Owner shall be responsible for any expense occurred by the Association to repair or replace Common Property or to abate or cure any violations of the Covenants which is necessary by reason of his carelessness, neglect or willful action or by that of his family, guests, agents, invitees or tenants. Any such expense shall be part of the assessment to which the Owner's Unit is subject and shall be due and payable in the same manner as annual Assessments provide for in the Covenants. Payment to the Association is due within fifteen (15) days after receipt by Owner of the Association's statement. Any such amount shall be part of the Assessment of the Owner's Unit.
2. The Association, its agents or employees, shall have the right, but not the obligation, to enter upon the real property comprising a Unit to cure any violation of the Covenants, including without limitations, the right to remove any structure which is in violation of the Covenants. To enforce, maintain and repair the Unit and improvements. Any such removal, curing, maintenance or repair shall be at the expense of the Owner of the Unit on which the violation has occurred or exists. Resulting expense shall be payable by such Owner to the Association on demand. Entry to remove and cure any such violation of the Covenants shall not be a trespass and the Association shall not be liable for any damages on account of the entry.
3. The Association shall have the right to impose a fine in the amount of Ten Dollars (\$10.00) per day for each violation of the Covenants by the Owner of the Unit or the Tenant which remains uncured following ten (10) days written notice and which identifies the violation and the date by which such violation shall be cured.
4. It shall be the responsibility of the Owner to maintain the interior and exterior of the dwelling structure in good condition and repair, including painting, roof repair and replacement as may reasonably be required from time to time. Consistent therewith, the Owner shall be responsible for the repair and maintenance of decks, screened-in porches, all concrete surfaces, yard and other exterior lights, including bulb replacement. Further, the Owner shall be responsible for the maintenance of all areas of a Unit that are enclosed by fencing or other barrier.
5. All Owner's leasing or renting their Units shall be required to incorporate the following provision in their lease or rental agreements.(substantially in the following form).

The Leased Premises are a part of Waterford Lakes Community. All persons occupying property in Waterford Lakes are required to observe the Covenants and Restrictions and Rules of Operation of Waterford Lakes.
6. In addition all Owner's leasing their Units are required to provide the Association with a copy of the lease.

7. Lot numbers 109 to 121, 123 to 130, 139 to 146, 148 to 151, 161 to 175, 177 to 180, 182 to 205, 207 to 210, 211 to 220, 222 to 245, 247 to 250, 252 to 258 and 259 to 262 have been designated as Units with lake frontage or lake views and, accordingly, no fences shall be permitted. For all other Units, a fence is permitted to the rear of the building structure. All permitted fences shall be made of white PVC material with size and design as permitted by written approval of the Architectural Review Committee.
8. All Units are residential in nature and shall be used exclusively for single family residential purposes. Detached auxiliary buildings, including storage buildings, are not allowed.
9. Trash, garbage or other waste shall not be kept on a Unit except in sanitary containers. All garbage containers shall be kept in a clean and sanitary condition, and shall be so placed or screened as not to be visible from any road or adjacent property within sight distance of the Unit at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted.
10. No animals, except household pets shall be kept in a Unit. Residents shall not breed such animals as a hobby or for profit. Pets shall be leashed and kept within the control of their owner at all times while within the Waterford Lakes Community. No pets shall be permitted in the recreational facilities or pool area. Owners will be required to clean up after any pet that relieves itself in any area.
11. No commercial activity shall be conducted on any Unit.
12. No home business or congregate care facility shall be conducted within the Community.
13. All signs, billboards and advertising of any kind is prohibited in Waterford Lakes. For Rent signs are prohibited. No permitted signs are to be nailed or attached to trees. For Sale signs are allowed and shall not exceed four (4) square feet or be taller than thirty-six (36) inches. The Board of Directors shall otherwise approve all signage in advance of usage.
14. All residents shall not do anything that will disturb or interfere with reasonable rights and comforts of other residents.
15. No vehicle shall be parked on any lawn, yard, in such a manner as to impede vehicles operating in the travel area of any street or any other areas not intended for vehicular use. Recreational vehicles, boats, trailers, vans and pick-up trucks may be parked only within a garage. If such vehicles, boats, trailers, vans or pick-up trucks are of a size which cannot be accommodated in a garage, such vehicles shall be parked and stored outside of the Waterford Lakes Community. No vehicles with commercial lettering shall be parked anywhere within Waterford Lakes between the hours of 12:00 midnight and 7:00 AM. No vehicle shall be parked at the curb in Waterford Lakes between the hours of 12:00 midnight and 7:00 AM.

16. Daytime parking at the pool parking lot is from 8:00 AM to 8:00PM. Daytime parking is limited to residents, their guests or tenants. Overnight parking is from 8:00 PM to 8:00AM. Overnight parking is limited to Owners, their guests or tenants with prior approval of the Management Company or a member of the Board of Directors. All others will be towed at Owner's expense. Overnight parking requests shall be processed as follows:

- a. Owner or tenant must request overnight parking from the Management Company by phone. They will provide the make, model and license plate number of the vehicle and the duration of the stay requested.
- b. The Management Company will acquire approval or disapproval from the Board of Directors and then notify the individual of their decision.
- c. If approval is granted, the Management Company will issue a Parking Pass, which is to be displayed on the dashboard.

17. The Association shall have towed to a local storage area at the Owner's expense any vehicles, boats, trailers, vans or trucks which are not in compliance with any parking regulations

18. If in the event a vehicle is towed, a violation is issued or a fine imposed, only a Unit Owner may request or speak at a hearing before the Appeals Committee.

19. All garages shall be utilized solely for housing motor vehicles and shall not be converted into a residential portion of the Unit.

20. No resident shall conduct repairs (except in an emergency) or restorations of any motor vehicle, or other vehicle upon any real property comprising a Unit, except in an enclosed area with the doors closed at all times.

21. No antennae of any kind shall be permitted upon any Unit except as may be approved by the Architectural Review Committee. No roof mounted antennae is permitted. Satellite dishes less than or equal to 18" in diameter are permitted if wall mounted on the rear wall of the building structure.

22. Clothes lines will not be permitted in accordance with Florida Statute Section 163.04.

23. No basketball backboards or goals shall be permitted other than in the recreational common area provided for such activity.

24. No window mounted air conditioners are permitted.

25. No supplemental plantings shall be placed upon any Unit or the common property except as may be approved by the Architectural Review Committee, and in such an event, the maintenance and replacement of all such supplemental plantings shall be the full responsibility of the Unit Owner.

26. No garage sale, yard sale, auction, tag sale, estate sale, or any other type of public sale is to be held in the Waterford Lakes subdivision.
27. All retention ponds/canals in Waterford Lakes are part of the common area and are not for recreational use. Fishing and feeding of retention pond/canals wildlife is prohibited.
28. All portable BBQ grills, patio furniture, garden tools, etc. cannot be stored in front of or along the sides of Units.
29. Pool access cards may be obtained from the Owner of the Unit. Lost or stolen cards may be obtained from the Management Company for a fee of \$25.00. Renters may obtain a pool access card from the Management Company for a refundable deposit of \$75.00. Pool access gate may not be propped open at any time.
30. Loud music and any person wearing a diaper is not allowed in the pool.
31. Children under the age of Fourteen (14) years and guests must be accompanied by a resident eighteen (18) years of age or older.
32. No pets, food, alcoholic beverages or glass containers are allowed in the pool, deck area or playground.
33. Use of the pool provided to a tenant will automatically suspends the rights of the Owner to use the pool facilities for the term of the contract.
34. All forms of tobacco products are prohibited in the Waterford Lakes recreational areas.
35. Pool and playground hours are 8:00 AM to 8:00 PM DST and 8:00 AM to 6:00 PM EDT. Pool gate will be locked during the following hours: 8:00 PM until 8:00 AM DST (Daylight Savings Time) and 6:00 PM until 8:00 AM EDT (Eastern Daylight Time).
36. Any vehicle parked within Waterford Lakes must have a current registration, license plates and be insured.
37. Guests using the pool must be accompanied by either an Owner or tenant.
38. Unit Owners must provide the Association with a copy of the "Intent to Have Occupant" form and an application processing fee at the time they give the Association notice of their intent to lease their Unit or have someone occupy it in their absence for more than sixty (60) consecutive days. Unit Owners must also provide the Association with a copy of the signed lease agreement at the time they give the Association notice of their intent to lease their Unit. Owner and occupant must sign application and forward it to the Management Company for review and background searches.. Occupancy shall not take place until application has been approved by the Board of Directors.

39. All adult occupants must be listed on the “Intent to Have Occupant” form and are subject to background searches. A processing fee in the amount of \$210.00 per application shall be remitted to the Management Company with the “Intent to Have Occupant” form. Searches for each additional adult listed on the form shall be \$35.00 per search. Search fees are subject change without notice and applicant must verify fees with the Management Company. This fee shall cover the cost of processing, two National Tenant Network-Profile screenings, two Multistate Criminal searches and two Nationwide Sex Offender searches. Failure of any part of these searches could be cause for rejection of application.

40. Lease renewals require submission of updated “Intent to Have Occupant” form and lease agreement. The applicant processing fee and background searches will be waived for lease renewals, provided the adult occupants have not changed and occupants do not have prior convictions or multiple Waterford Lakes violations, which could be cause to deny lease renewal.

41. Occupancy of a Unit by more individuals than are permitted under Indian River County Code, occupants who are not identified in the “Intent to Have Occupant” form, occupants operating a business (see complete list of non-conforming business’ and restrictions in the Rules of Operation) out of a Unit and anyone disturbing or interfering with reasonable rights and comfort of others are subject to eviction and/or denial of lease renewal.

42. In the event it is necessary for law enforcement to respond to a complaint involving a tenant or long term guest, the following actions will be taken:

- a. First incident report from the police, a violation letter shall be sent to the Owner outlining the complaint and requiring a written response to the Management Company.
- b. Second incident report from police at the same address, a notice of eviction will be issued to the Owner.

43. Commercial delivery drones may only be landed in Waterford Lakes on Lot 48 (1047 South 13th Square) between the hours of 8:00 AM and 5:00 PM. Drones not used exclusively for commercial deliveries are prohibited in Waterford Lakes.

44. Operation of Electric/Battery powered personal mobility devices are not permitted to operate on any sidewalk, common, recreational or grass areas in Waterford Lakes. Operator of any of these devices must obey all community traffic laws and will be held liable for any damages/injuries they cause.

45. The discharging of any type of weapon which is capable of projecting an object which could cause bodily harm is forbidden anywhere in Waterford Lakes. This includes but is not limited too air powered rifles and pistols, cartridge fired rifles and pistols, bow and arrows, cross bows, sling shots or any such device with the above capabilities. The penalty for breaking this rule is a fine to the Owner of the Unit of \$100.00 for each offense.