



WATERWAY CLUB NO.1 ASSOCIATION

c/o JMA Community Management

1375 Gateway Blvd

Boynton Beach FL 33426

Office: 561-440-7854 * info@JMAmanagement.net

Application Check List

☐ Purchase ☐ Lease ☐ Occupant

**All items must be submitted; incomplete applications will be delayed.
Unmarried and co-applicants required a separate application.**

Applicant: _____ **Phone:** _____

Email: _____

Co-Applicant: _____ **Phone:** _____

Email: _____

Property Owner Name(s) _____

Property Address: _____

General submission requirements

- ____ Fully executed application
- ____ Fully executed agreement
- ____ Copy of driver's license
- ____ **\$150.00 Application Fee and Processing Fee** non-refundable - *(Please make check payable to JMA Community Management)*

REALTOR INFORMATION

Name: _____

Company: _____

Address: _____

Phone: _____

Email: _____

Please Note: Board approval is required before occupancy. Essentially, every effort will be made to expedite your application; however, processing and approval may take up to 30 days.

Once the applicant completes the application, a CERTIFICATE OF APPROVAL will be provided.

Today's Date: _____ Date of anticipated move in: _____
Property address: _____

APPLICANT

Full name of applicant: _____
Present Address: _____
Telephone number: (home) _____ (work) _____
D.O.B.: _____ social security #: _____ Driver's license: _____

APPLICANT'S EMPLOYMENT

Name of present employer: _____
Address: _____
Position: _____ Date started: _____ Monthly income: _____
Supervisor's name: _____ phone: _____
Name of previous employer: _____
Address: _____
Position: _____ Date started: _____ Monthly income: _____
Supervisor's name: _____ phone: _____
Other sources of income: _____

SPOUSE

Full name of spouse: _____
Present Address: _____
Telephone number: (home) _____ (work) _____
D.O.B.: _____ social security #: _____ Driver's license: _____

SPOUSE'S EMPLOYMENT

Name of present employer: _____
Address: _____
Position: _____ Date started: _____ Monthly income: _____
Supervisor's name: _____ phone: _____
Name of previous employer: _____
Address: _____
Position: _____ Date started: _____ Monthly income: _____
Supervisor's name: _____ phone: _____
Other sources of income: _____

PRESENT LANDLORD /MORTGAGE COMPANY

Present Landlord or mortgage company: _____
Telephone number: (home) _____ (work) _____
Monthly rent or mortgage payment: _____ Date of move-in: _____ Date of move-out: _____

PREVIOUS LANDLORD / MORTGAGE COMPANY

Previous Landlord or mortgage company: _____
Telephone number: (home) _____ (work) _____
Monthly rent or mortgage payment: _____ Date of move-in: _____ Date of move-out: _____

EMERGENCY

In case of emergency contact: _____

Relationship: _____ phone: _____

OCCUPANTS

List all occupants.

Name: _____ Relationship: _____ DOB: _____

Name: _____ Relationship: _____ DOB: _____

Name: _____ Relationship: _____ DOB: _____

Name: _____ Relationship: _____ DOB: _____

PETS

List all pets: type: _____ breed: _____ weight: _____ age: _____

List all pets: type: _____ breed: _____ weight: _____ age: _____

VEHICLES

List vehicles to be parked on the premises.

Make: _____ Model / Year _____ Tag / State _____

Make: _____ Model / Year _____ Tag / State _____

The above-listed applicant declares that all statements in this application are accurate and complete. Applicant hereby authorizes the National Association of Independent Landlords to verify all the information in this application and obtain credit reports on the above-listed applicants and/or applicants.

Signature of applicant: _____ Date: _____

Signature of Spouse: _____ Date: _____

AUTHORIZATION AGREEMENT FOR ASSOCIATION TO COLLECT
RENT UPON DELINQUENCY IN MAINTENANCE PAYMENTS

WHEREAS _____ (herein "Owner) is the record owner(s) of Unit _____ located at _____ Lantana, FL. As amended, Waterway Club No 1 Association Inc. is recorded in the Public Records of Palm Beach County.

WHEREAS Waterway Club No 1 Association Inc (herein "Association) is the entity charged with the operation and management of the condominium and

WHEREAS Owners desires to lease the unit to _____ (herein "Lessee(s)") pursuant to a lease submitted herewith; and

WHEREAS the parties desire the approval of the Association for the lease under Article 18.6 of the Declaration.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which is expressly acknowledged, the parties hereto agree as follows:

1. Upon executing and delivering this Authority Agreement, the Association shall provide the necessary approval for the lease.
2. If, at any time during the pendency of the term of the lease, the Owner becomes delinquent in payment of assessments to the Association, the owner and Lessee(s) agree that the Association shall have the power, right, and authority to demand lease payments directly from the Lessee(s) and deduct such past due assessments, costs and attorney fees, if any as may be delinquent. Further, the owner and Lessee(s) agree that Lessee(s) will pay the full rental payment due, to the Association, upon written demand. Owner expressly absolves Lessee(s) from any ability to Owner for unpaid rent under the Lessee Agreement. Suppose such payment is made directly to Association upon demand from Association. If any funds are left over, the Association shall immediately remit the balance to the Owner at the address listed in the Association records.
3. Should Lessee(s) fail to comply with the demand of the Association within three (3) business days of receipt of a demand for payment hereunder, the Association is hereby granted the authority to obtain a termination of the tenancy, in the name of Owner, through eviction proceedings, or to seek injunctive relief or specific performance under this contract. Owner and Lessee(s) further agree that, if such legal action becomes necessary, the Association shall be entitled to recover reasonable attorney's fees and costs, including appeals, from the owner.

Agreed to this _____ day of _____, 20_____

Waterway Club No 1 Association Inc

OWNER _____ LESSEE(S) _____

BY: _____ ATTEST: _____

Waterway Club No. 1 ASSOCIATION

PET REGISTRATION AGREEMENT

OWNER/RESIDENT: _____

UNIT ADDRESS: _____ DATE: _____

CONTACT INFORMATION: _____

DESCRIPTION OF PET: The following pet shall be the only pet allowed to be housed in the resident's unit. No other pet shall be permitted and no replacements are allowed without amending this agreement. Guests and family members shall not be allowed to bring their pet onto Waterway Club No.1 Association without the completion of this agreement.

Type: _____ **Breed:** _____ **Color:** _____

Age: _____ **Weight:** _____ **Name:** _____

CONDITIONAL AUTHORIZATION FOR PET: The resident cited above is hereby authorized to keep _____ [Name of pet described above, weighing _____ lbs. or less at maturity with picture attached) on the premises of the above unit. Authorization may be terminated is resident or resident's family or a guest violates any pet rule cited in this document (Waterway Club No. 1 Association) in any manner.

ADDITIONAL RULES: Association shall from time to time have the right to make reasonable changes to the pet rules herein, if in writing and distributed to all registered pet owners.

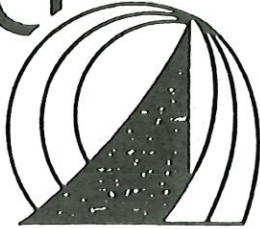
VIOLATION OF RULES: If pet owner violates any rule or provision of this pet agreement, owner shall at Association's option, immediately and permanently remove the pet from the premises upon written notice from the Association. If owner refuses to remove the pet, the Association will request appropriate legal action.

My signature below indicates that I am aware that I am totally responsible and liable for the actions of my pet and any damages will be assessed to me. **THIS IS A BINDING DOCUMENT – PLEASE READ CAREFULLY BEFORE SIGNING.**

DATE: _____
Pet Owner's Signature

Authenticate by: Director, Waterway Club No. 1 Association / Property Manager

Waterway
Club



OF THE PALM BEACHES

888 N. FEDERAL HIGHWAY · LANTANA · FLORIDA 33460 · PHONE: (305) 588-7900

W A T E R W A Y C L U B

GROUND AND BUILDING

RULES

Dear Tenants and Owners:

Waterway Club is a unique situation amongst condominiums. We have a good mix of young and older people.

We have ample parking facilities for all, including an area for trailers, boats, recreation vehicles, etc.

Our clubhouse is open to all for functions, card playing or just sitting around. The pool is delightful and we have a minimum of restrictions in these areas.

Our "lease payment" or "recreation fee" as the builder chooses to call it, is at this time nominal.

All these nice things can be jeopardized by a few unthinking occupants.

Your Board of Directors, in cooperation with owners, have researched the Condo By-Laws and selected those rules which most apply to the present situation of Waterway Club. Attached you will find those "Ground Rules" or if you are marine minded, "Rules of the Road".

Thank you.

The Board of Directors

Waterway Club

GROUND RULES

TO: ALL APARTMENT OWNERS AND/OR TENANTS AND OCCUPANTS.

RESALES

1. A copy of the Declaration of Condominium,
2. A copy of the By-Laws of the Waterway Club,
3. A copy of these Ground Rules

shall be furnished to the prospective buyer PRIOR to the execution of the closing of the sale.

Before approval of a resale of a condominium unit by the Board of Directors of the Waterway Club, assuming the purchaser meets the requirements for approval, the Board will require certification that the prospective purchaser has read the complete Documentation package and is satisfied to purchase. The buyer shall possess the above papers and produce them when called for.

The owner submitting an application for Resale of a condominium unit shall certify the following:

1. The number of persons who will occupy the unit after resale.
2. The names of prospective purchasers.
3. At least three (3) credit references.
4. Certification that prospective buyer has NO PETS.
5. No resale of a condominium unit shall be made to any party other than an individual and/or his or her spouse. No resales to corporations, companies, partnerships or other commercial or business organization.
6. There shall be a processing charge of \$40.00 payable by the seller to the appropriate Building Association for each application for resale or lease by the owner. The payment for processing or resale shall accompany each application.
7. A unit owner processing a request for Approval to Lease shall certify that the lessee has been provided a copy of the Ground Rules; that the lessee has read same and has agreed to comply.
8. No lease may be written for less than 90 days.
9. There shall be a processing charge of \$40.00, payable to the appropriate Building Association by the unit owner for the lease of a condominium unit. Payment

shall accompany the Lease Application.

10. No unit may be leased to a corporation, company, partnership or any other business or commercial organization.
11. Certification that the purchase of an apartment is not being made as a "speculation" situation, and that the buyer intends to occupy said apartment.

COMPLAINTS AND SUGGESTIONS

- A. The Board of Directors, through its House Committee, shall have full power and authority to enforce these Ground Rules. It is not the province or duty of any other person to admonish violators.
- B. All complaints, objections or suggestions shall be submitted to the Board of Directors IN WRITING on a form provided and signed by the person and deposited in the box provided for this purpose.

USE AND CARE OF PUBLIC AREAS

- A. All waste and garbage shall be tightly wrapped in plastic bags before depositing in the chute. Please use your disposal whenever possible.
- B. No trucks, car campers or car trailers shall be parked overnight either in assigned parking areas or in any other place on Waterway Condominium property, other than in area provided.
- C. Parking in circular driveway is not permitted at any time except for discharge of passengers or loading.
- D. No one shall enter or utilize the clubhouse facilities in bathing attire or bare footed.

CONDOMINIUM UNIT RESTRICTIONS:

- A. The interior of the condominium unit is the owner's private home in the same sense as though it were a separate and single dwelling. The owner is responsible for maintaining it and shall not threaten the peaceful possession of other occupants.
- B. No cards or signs, (such as For Sale or Lease) shall appear in any apartment window at any time.
- C. Washer-dryers shall not be operated after 9:00 P. M. or before 8:00 A. M. The vibration of the machine disturbs other tenants.

DOGS OR OTHER PETS

1. No pets are permitted under a lease agreement.
2. No pet shall be brought into the condominium unit by an owner acquiring the condominium unit in a resale.

3. Existing pets shall be on a leash at all times while on the public areas of the Waterway Club.
4. Pets shall not be curbed on walkways, driveways, parking areas, in the shrubbery, gardens or other public areas of the Waterway Club.
5. Pets shall be walked off the grounds of the Condominium or in the areas provided at present.
6. Guests and visitors of owner or residents shall not be permitted to bring any pet on the premises of the Waterway Club.

TERRACES, WINDOWS AND DOORS

- A. The use of any outdoor areas of the Waterway Club, such as terraces, balconies, recreation facilities and parking areas for outdoor cooking is strictly forbidden since it is in violation of local fire regulations.
- B. No laundry, bathing suits, towels, carpets or other items shall be hung or displayed on balustrades, clothes lines or similar devices.

BUILDING STRUCTURE AND MAINTENANCE

- A. Owners, lessees or guests shall not be permitted to directly give orders or direction to any maintenance staff employee. All request for service shall be made in accordance with instructions published by the Board of Directors.

SOCIAL AND RECREATIONAL FACILITIES

- A. Social Room:
 1. Reservations are made for private parties with the management agent on a first come, first serve basis.
 2. Unit owners, their families and their lessees only make such reservations. The unit owner is responsible for any misuse, abuse, or damage and will be billed for same. A deposit of \$75.00 will be paid one week in advance to management firm.
 3. After use, social and recreational areas must be left clean and in satisfactory condition. Charges for professional cleanup, if needed, will be charged against the unit owner and taken out of deposit.
- B. Billiard Room:
 1. Children under sixteen (16) years of age are not permitted in the Billiard Room unless accompanied by an adult owner or lawful unit occupant of adult age.
 2. No one in bare feet or bathing attire shall be allowed in any part of the interior recreation or social areas.

This of course, includes the main lobby.

3. Anyone causing damage to the recreational equipment shall be billed for the cost of repair or replacement of the equipment. This does not include normal wear and tear by careful usage. Unauthorized persons using Billiard Room will be considered as trespassers and will be prosecuted accordingly.
4. No infants shall be allowed in the pool under ANY circumstances.

SWIMMING POOL, SUN DECK AND SAUNAS

1. A shower shall be taken and all grease or oil-base skin lotions shall be removed before entering the pool. This is a must!
2. Furniture in the pool area shall be covered with a large beach towel before being used by swimmers wearing a wet bathing suit or having on lotions or creams.
3. Pets shall not be taken to the pool or recreation areas at any time. It is unlawful and violators will be dealt accordingly.
4. No liability whatsoever is assumed by the Condominium for use of any facilities.
5. Glass containers of any kind are not permitted in the pool area.

PAYMENTS:

- A. Maintenance and Recreational lease payments shall be payable monthly in advance. These payments shall be made to appropriate Building Association and mailed to our management firm. ANY OWNER WHO WILL BE 3 MONTHS IN ARREARS WILL BE AUTOMATICALLY LIENED. The lien plus legal costs and any other costs will be charged against the property until satisfied.

GENERAL INFORMATION

Waterway Club is divided into separate Associations, acting as one, by mutual agreement. Each Association has a President and Directors. Each Association has a building Representative.

Acquaint yourself with the appropriate persons in your Association, and act through them.

The Directors, by Condo Law, can assess as needed to enforce laws. They can act as needed in any given circumstance.

REMEDIAL ACTION

In the event that it becomes necessary to evict a tenant or levy charges of money against an owner for damages, etc., the Directors are empowered to initiate and pursue such action through our legal staff and the costs for same will be placed against the apartment housing the offender. Liens may be placed against the property of an owner and will remain as a cloud on the title until satisfied. Lending institutions take an extremely dim view of "encumbered" property, making resale or refinancing almost impossible.

The record of cases brought before the Bar by the Condos versus owners indicates that the preponderance of favorable rulings has been for the Condominium Associations where violations have been the issue.

Waterway Club Associations will bend over backwards to solve a problem, but will not hesitate to go thru legal channels should it become necessary.

ADDITIONAL INFORMATION:

100 South Waterway Drive	IS BUILDING ASSOCIATION #2
200 South Waterway Drive	IS BUILDING ASSOCIATION #1
300 South Waterway Drive	IS BUILDING ASSOCIATION #8

The above are the legal descriptions, as incorporated

KNOW YOUR BUILDING REP AND COMMUNICATE THROUGH THE REP.
YOU DO NOT HAVE TO BE AN OWNER TO PARTICIPATE IN THE
OPERATION OF WATERWAY CLUB.

Thank You and Welcome to Waterway Club.

The Directors, Representatives, and Owners of;

Waterway Club #1
Waterway Club #2
Waterway Club #8



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c/o JMA Community Management

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Office: 561-440-7854 * info@JMAmanagement.net * WWW.JMAmanagment.net

This is to certify that _____ and _____
have received and reviewed the Documents and Rules & Regulations of
Waterway Club NO. 1 Association.

I/We are aware of the importance to abide by these documents. Any violations
may result in fines and/or legal action.

Date: _____

Owner(s) / Renter (s) Signature _____

Owner (s) / Renter (s) Printed Name _____
