

Waterchase Homeowners' Association, Inc.

5199 Tartan Lakes Blvd.

Boynton Beach, FL 33472

Phone: 561-736-0139 Fax: 561-736-0456

waterchasehoa@att.net

PURCHASE/LEASE APPROVAL PROCEDURES

1--Application for occupancy and the approval request must be completed in detail by the proposed buyer or tenant. If there are any unanswered questions, or left blank, this application will be returned unprocessed.

2—Please include a copy of the Lease or Sale agreement (No lease shall be for less than one (1) calendar year).

3—Copy of tag registration and insurance for all permanent vehicles.

4—Copy of photo identification for **ALL OCCUPANT(s)** 18 and older.

5—Forms will not be processed without the signature of all owners and lessee/buyer as well as a non-refundable Check, Money Order or Cashier Check for the following fees:

A—Application Fee-Check is made payable to Waterchase HOA.

Married couples submit one application for both and pay one fee of \$100.

All other adults residing together in the unit must submit their own separate application and each pay the \$100 application fee, even if only one person's name appears on the sales/lease contract. If you are from Canada or Puerto Rico, please add an additional \$25/person.

B—Estoppel – Contact Reliant Association Solutions, LLC at (561) 362-2928 or reliant_association@comcast.net

6—Completed application and Fees must be submitted to the Association at least twenty (20) working days prior to the desired date of occupancy.

7—Occupancy prior to final approval is prohibited. Any owner who moves a tenant into a home/lot without the Association approval will be subject to immediate legal action, which can result in eviction.

8—All fees as stated above must be paid before the application will be processed.

9—All maintenance assessment fees to the Association must be paid in full prior to Certificate of Approval for all leases.

10—An interview with the Property Manager is required prior to occupying the home/lot. Please call (561) 736-0139 to schedule an appointment.

Thank you in advance for your cooperation.

Sincerely,

Waterchase Homeowners' Association, Inc.

INSTRUCTIONS:

- 1 -Applicants are not legally married; an application on each person must be completed.
- 2 -Print legibly or type all information. Account and telephone numbers and complete addresses are required.
- 3 -If any questions are not answered or left blank, this application may be returned, not processed or not approved.
- 4 -Missing information will cause delays in processing your application.
- 5 -Any misrepresentation, falsification or omission of information may result in your disqualification.
- 6 -Only the applicants are authorized to sign all forms on page 2.
- 7 -Authorization to conduct background search.

Application for Waterchase Homeowners' Association, Inc.

Married Co-Applicants Fill Out A Separate Application. Do not leave any blank spaces. Please use blue ink.

Name _____ SS# _____ - - - - - DOB ____ / ____ / ____
Last First MI Jr. Sr., Prior

Spouse _____ SS# _____ - - - - - DOB ____ / ____ / ____
Last First MI Maiden

Drivers License/Passport # _____ St. _____ Spouse's Drivers License/Passport # _____ St. _____

Other _____ - - - - -
Name Relationship Age SS# Name Relationship Age SS#

Occupants _____ - - - - -
Name Relationship Age SS# Name Relationship Age SS#

Pets: Number _____ Type _____ Breed _____ Weight _____ Age _____

Home Phone (_____) _____ Why Moving? _____

Present Address _____
Street Apt. # City State Zip Code

Present Landlord/
Mortgage Holder _____ Phone (_____)

Length of Residence: _____ / _____ To _____ / _____ Monthly Rent/Mortgage \$ _____
Mo. Yr. Mo. Yr.

Previous Address _____
Street Apt. # City State Zip Code

Previous Landlord/
Mortgage Holder _____ Phone (_____)

Length of Residence: _____ / _____ To _____ / _____ Monthly Rent/Mortgage \$ _____
Mo. Yr. Mo. Yr.

Present Employer _____ City & St. _____ Phone (_____)

Position _____ Dates Employed _____ / _____ To _____ / _____ Income _____ Per _____ Mgr. _____
Mo. Yr. Mo. Yr.

Previous Employer _____ City & St. _____ Phone (_____)

Position _____ Dates Employed _____ / _____ To _____ / _____ Income _____ Per _____ Mgr. _____
Mo. Yr. Mo. Yr.

Spouse Present Employer _____ City & St. _____ Phone (_____)

Position _____ Dates Employed _____ / _____ To _____ / _____ Income _____ Per _____ Mgr. _____
Mo. Yr. Mo. Yr.

In Case of
Emergency Notify _____ (_____)
Name Relationship Address Phone Number

Have you ever had an eviction filed or left owing money to an owner or landlord? Applicant: Yes _____ No _____ Spouse: Yes _____ No _____

Have you ever had adjudication withheld or been convicted of crime? Applicant: Yes _____ No _____ Spouse: Yes _____ No _____

If you have answered yes to any of the above questions please explain the circumstances regarding the situation on back of this sheet.

AUTHORIZATION OF RELEASE OF INFORMATION Applicant(s) represents that all of the above information and statements on the application for rental / resale are true and complete, and hereby authorizes an investigative consumer report including, but not limited to, residential history (rental or mortgage), employment history, criminal history records, court records, and credit records. This application must be signed before it can be processed by management. **Applicant acknowledges that false or omitted information herein may constitute grounds for rejection of this application, termination of right of occupancy, and/or forfeiture of fees or deposits and may constitute a criminal offense under the laws of this State.**

Applicant's Signature

Date

Spouse's Signature

Date

Resident Signature

Date

Waterchase Homeowners Association, Inc.

5199 Tartan Lakes Boulevard

Boynton Beach, FL 33472

Phone: 561-736-0139 Fax: 561-736-0456

I hereby acknowledge receipt of a brief summary of the most common Rules and Regulations at WATERCHASE HOMEOWNERS' ASSOCIATION, INC.

I understand that the full set of Rules and Regulations/Homeowners' Documents is to be provided to me by the Property Owner. In case the Property Owner fails to provide the full set of Rules and Regulations, please contact Waterchase HOA.

Resident Signature

Date

Resident Signature

Date

RULES & REGULATIONS
WATERCHASE HOMEOWNERS ASSOC., INC.

The following Rules & Regulations have been adopted by the Board of Directors to help clarify the Declarations of Covenants and Restrictions. It is the duty of the Board of Directors and the Architectural Review Board (ARB) to uphold and enforce rules and regulations that will be fair and protect everyone's interest, especially property values.

ARTICLE III

Section 1 – Membership

- Anytime an owner sells his property the owner must give the Association a copy of the recorded deed transfer.
- Anytime an owner sells his property the buyer must complete a "Receipt for Homeowner Documents" and give the Association a copy.
- If the property is rented the owner must send a copy of the lease to the Association.
- At the time of the lease being signed – it is the owner's responsibility to give the renter a set of Waterchase Homeowners Rules & Regulations and have the renter sign an acknowledgment of receiving the Rules & Regulations and agreeing to abide by them. Failure of owner to do so will result in a \$50.00 fine.

ARTICLE VI

Section 2 – Land Use

- No lot shall be used except for residential purposes.

Section 3 – Change in Buildings

- No external change of house or addition to lot without ARB approval.
- ARB approval is necessary prior to changing a house color.
- Only two (2) color combinations of paint are allowed. This means a base color and one other color for trim, shutters, doors, etc. (A 3rd contrasting color must be approved by the ARB and may only be used on the shutters, and doors as a trim around the squares)
- Houses must be painted with a contrasting trim.
- No garage doors are to be made into a solid wall. A window must be placed in the area which is 4' high x3' wide with panes, or must match existing windows.
- Any shed, patio enclosures, or addition to house is to be set back 7 ½ ft. from the property lot line, application for exceptions are subject to review.

Section 6 – Nuisances

- No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done therein which may become an annoyance or nuisance to the neighborhood or any other Lot owner. i.e. stereo, power tools, outdoor activities, etc.
- No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any lot.
- No refuse or brush piles or unsightly objects shall be piled up or left on lot.

Section 7 – Temporary Structures

- ARB approval is necessary prior to installation, this includes but is not limited to Sheds, Doghouses, Playhouses, etc
- These temporary structures must be anchored
- Sheds must be installed next to house
- Sheds must be painted to match the house
- Shed sizes may vary depending upon lot size, location and conformation with house and surroundings.
- Each case to be reviewed and handled on an individual basis by the ARB.

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Section 8 – Signs

- For Sale signs of no larger than 18" x 24" may be displayed in front yard.
- Realtor signs larger than 18" x 24" may be displayed and must be erected a minimum of 6' from the road.
- Garage Sale signs of no longer than 18" x 24" may be displayed in front yard.
- Only one sign per residence is permitted.
- No signs are allowed on Common Grounds and will be removed.

Section 10 – Pets, Livestock and Poultry

- The leash law is in effect for all pets OFF owner's property as per county and state regulations.
- Animal refuse not on owner's property MUST be collected by the owner per county regulations.
- All unattended pets must be restrained; this includes both dogs and cats. Enclosed fence area, strip lines or augers are permitted unless the animal is proved to be an annoyance or nuisance per Section 6.

Section 12 – Architectural Control

- ANY BUILDING EXTERIOR MODIFICATION REQUIRES PRIOR ARB APPROVAL.
- Construction must be completed within a reasonable period of time, which will be determined at the time of approval, not to be longer than 6 months.
- Aluminum screened in porches are preferred, but wood is acceptable.
- All trims and siding must blend with existing architecture.
- All additional roofs must blend in with existing roof architecture.
- External antennas are prohibited.
- Satellite dishes:
 - Only 1 meter (37.39") or under dishes are allowed.
 - These must be camouflaged to satisfy ARB Committee.
 - ARB approval for dish, location and camouflage must be obtained before erection.
- Swimming Pools:
 - Height not to exceed 4 feet above the ground.
 - Diameter not to exceed 18 feet.
 - Pool must be enclosed in 5ft. High fenced area with a security lock. Fence must be 1 ¼" chain link as per Palm Beach Zoning regulations. (Not the standard 1 ½" chain link.)
 - Building permit must be obtained.
 - Installation must be in accordance with all county ordinances.
 - No decks are to be erected around pool.
 - Each case to be reviewed by ARB Committee.
- Hurricane Shutters:
 - To include, but not limited to, plywood, corrugated metal panels, or other material used for protection from hurricane damage.
 - May be installed/put up no sooner than 48 hours prior to "Hurricane Warning" and uninstalled/removed/taken down within 72 hours after hurricane passes, according to local weather reports.
 - Hurricane panel shutter Channels (framework) may be installed permanently with prior ARB approval. The panels themselves can only be put up during the storm period. (48 hours prior, 72 hours after).

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WATERCHASE HOMEOWNERS ASSOC. INC

- o The shutter Channels (framework) must match the existing trim color of the property. (Trim includes, but is not limited to, window frames, drip edges, cornices, etc.)
- o Only Permanently installed hurricane shutters can be used for security measures and left in the closed position with prior Board approval, Only if:
 - The property is to be vacant for more than 30 days and the homeowner/resident is temporarily residing at a location that is further than a five (5) hour drive away,
 - The permanently installed shutters are returned to the "open" position upon the homeowner/resident's return.
- Driveway(s):
 - o May be painted or stained with prior ARB approval, using only the following approved colors:
 - i. Behr Premium Plus: Porch & Floor (Pearl C60-30)
 - ii. Behr 1-Part Epoxy Acrylic Concrete & Garage Floor Paint (Trowel C70-36)
 - iii. Behr Plus 10 Concrete Stain (Pacific Fog 815)
 - iv. H&C Silicone Acrylic Concrete Sealer (Gull Gray)

Section 13 – Exterior Appearances and Landscaping

- All lawns, landscaping, walkways, walls, fences and exterior of units shall be maintained by Owners in a first-class condition in keeping with the remaining lots in the Properties.
- No tree or shrub with trunk which exceeds six (6) inches in diameter shall be cut down, destroyed or removed without ARB approval.
- Planting on the common grounds is prohibited unless approved by ARB and the homeowner maintains the planted area. The right is reserved to demand a return to the natural state at any time. A release of liability must be filed with the County.
- Parking is not allowed on property owner's lawns or County easements. Please note only 2 side wheels can be on property owners lawn – remaining 2 side wheels must be on the street. (No more than half (½) of the cars width to be on the lawn.) this will be allowed only due to access of emergency vehicles.

Section 14 – Trucks, Commercial Vehicles, Campers and Boats

- Parking of recreational vehicles, boats and commercial vehicles will not be allowed in driveways or streets.
- Maximum time allowed for maintenance or stocking a boat or RV is 4 to 6 hours.
- Small Jon boats and canoes may be stored on the owner's property, if kept against the house in rear and secured against high winds.
- Only vehicles, boats and trailers are allowed to be stored in the compound. Weight not to exceed 1 ton.
- ALL vehicles, boats and trailers in the storage compound must be movable, licensed, insured and registered with the Waterchase Homeowners Association, Inc.
- If an owner has rented their house out to a tenant, they have given up their rights and privileges to the tenant, thereby, giving the right to use the Compound to their tenant.
- Parking in the compound must be in an orderly manner and must not block any other item in the compound.
- Abandoned items are not allowed!!!

Section 15 – Fences

- All fences require prior approval by the Architectural Review Board (ARB), are taken on an individual basis, and must blend with existing architecture.
- Functional chain link fences and picket fences are acceptable.
- Picket or similar fences are not to exceed 4' in height and must be greater than 50% visibly open.
- Chicken wire and split rail fences are prohibited.
- Decorative perimeter fences are prohibited.

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- Chain link fences are not to exceed 5' in height, must be in tight proximity to the house and will be handled on an individual basis by the Architectural Review Board (ARB).
- Solid wooden fences around exterior perimeter of yard are prohibited.
- Privacy fences are not to exceed 6' in height.
- All functional fences and hedges are allowed from the front most point of the house to the rear of the owner's property, not common grounds.
- Fences not to extend in front-most of the neighbors house front.
- The owner is required to honor easements.

Section 16 - Garbage and Trash Disposal

- All trash and garbage must be in acceptable trash containers.
- Garbage containers must be stored behind bushes or in walled-in areas
- Garbage containers should not be visible from adjoining properties.
- Garbage containers should be set out no earlier than the night before pick up (after 6p.m.) on Sunday and Wednesday. Empty containers should be removed from the curbside no later than the evening of pick up. All yard waste should not be put at the curb until day before pick up.

Section 17 - Drying areas

- No clothing, laundry or wash shall be aired or dried on any portion of any lot in an area exposed to view from any other lot.

Section 24 - Disturbance, Restrictions, Rules and Regulations

- No owner, lessee, their guests or visitors shall make or permit any disturbance that will interfere with the rights, comforts or convenience of others.
- All owners, family members, renters and guests will abide by the Documents, and Rules and Regulations of Waterchase Homeowners Assoc., Inc.

Section 25 - Restrictions on the Parking of all Vehicles

- Parking not permitted on common areas or County easements.
- No parking on owner's lawns, except a vehicle may be parked with two sides wheels of the vehicle parallel on the lawn with the remaining tow side wheels on the street, with no more than half of the width of the vehicle on the lawn.
- No parking permitted if it will disrupt or impede the flow of traffic on the street.
- The parking or storing of all vehicles determined by the Board of Directors to be substandard is strictly prohibited.

The term "substandard vehicle" shall be defined as any automobile, truck, modified or homemade vehicle that is missing material factory parts; has a battered, dented, rusted or otherwise damaged body; has flat tires, broken windshield or windows or is otherwise illegal for street use pursuant to appropriate law; or has machinery, materials or other commercial tools of trade exposed. Such substandard vehicle shall not be allowed on a lot, driveway, street or compound at the Waterchase Homeowners Association. The determination as to the materiality or degree rising to the level of "Substandard Vehicle" shall be in the sole discretion of the Board of Directors of the Waterchase Homeowners Association and any such determination shall be final and binding.

RULES & REGULATIONS
WATERCHASE HOMEOWNERS ASSOC. INC

ARTICLE VII

Section 2 – Notice to Association prior to Sale or Lease of a Lot in the Association

- Prior to the purchase or the lease of any real property within the Waterchase community, a prospective Buyer or Owner shall make an application in writing to the Board of Directors and must be approved by the Board of Directors prior to the occupancy of said real property. The cost of the application process is a non-refundable \$100 (one hundred dollars) and must be paid at the time the submission of the application for occupancy is made to the Board of Directors. An application packet is available from the Management and may be picked up by request from the Board of Directors. Once the Board of Directors approves a prospective Owner or Tenant, not to occur more than 30 days after receipt of a submission/application by the Lot Owners, a Certificate of Approval will be issued and, in case of a prospective owner, such Certificate of approval shall be presented to the title company prior to the closing date.
- No owner may sell, devise, rent, gift or otherwise transfer title to his/her Residence to a corporation (excluding a trust).

Section 3 – Leasing Restrictions

- Any real property within the Waterchase community purchased after the date of the adoption of this rule shall not be leased for a period of two (2) years from the date of the closing of same.
- Should a real property within Waterchase be under a lease agreement at the time of a purchase, the property owner shall notify the Board of Directors in writing within fifteen (15) days of the date of the closing transaction of the name of the tenant(s), the term of the lease, and shall attach a copy of the lease agreement to his or her notice to the Board of Directors. Upon the expiration of the lease term, the Owner is prohibited from leasing the real property for a period of two (2) years from the date of such termination of the existing lease agreement unless current tenant(s) is (are) approved by the Board of Directors.
- Residences may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No transient may be accommodated in a Residence. All leases or occupancy agreements shall be in writing and a copy of all leases of Residence shall be provided to the Association. No Residence may be subject to more than one (1) lease in any twelve (12) month calendar period, regardless of the lease terms. No timeshare or other similar arrangement is permitted. The Owner must make available to the lessee or occupant copies of the Association Documents. No lease term shall be less than one (1) year. All occupants are limited to two (2) persons per room, a room is defined as a bedroom having windows, but not including a family room, media room, living room or other non-designated room as provided on the original plans for the unit.

Section 4 – Application for Leasing and Sale, Association Approval and Disapproval

- If the Association fails to give the Residence Owner written notice of its approval or disapproval of the proposed lease, the lease shall be deemed acceptable to the Association. Any attempt to lease or sell prior to satisfying the above regulations shall be deemed null and void if the Owner is delinquent in his/her maintenance assessment or special assessment due to the Association. Once current, the application may be resubmitted and shall be considered in accordance with the other provisions of the section.
- Approval of the Association will be withheld only if a majority of the Board of Directors so vote. The Board shall consider the following factors and only the following may be deemed to constitute good cause for disapproval:
 - The person seeking approval has a record of financial irresponsibility.
 - The owner requesting the transfer has had fines assessed against him or her which have not been paid; or all assessments and other charges against the unit have not been paid in full.
 - If the Owner is currently violating the Association's Restrictive Covenants.
- In the sole discretion of the Board of Directors, it may require the tenant or Owner to post a security deposit with the Association, in addition to any security deposit required by the Owner, in the amount not to exceed one (1) month rent for the purpose of defraying any costs for damage and upkeep to the common areas. All such deposits shall be treated by the Association as required by Chapter 83 of the Florida Statutes.

RULES & REGULATIONS
WATERCHASE HOMEOWNERS' ASSOCIATION, INC.

ARTICLE IX

Section 1 – Compliance by Owners – Keys and Documents

- The pool key and Waterchase Documents shall be turned over to the new owner from the previous owner upon transfer of property.
- The Compound key must be returned to Waterchase Homeowners Assoc., Inc. when the property is sold.
- A replacement pool key will cost the owner \$75.00.

Section 3 – Fines

- Any failure to get Architectural Review Board (ARB) approval will result in a fine.
- If it becomes necessary, Waterchase Homeowners' Assoc., Inc. will fine and prosecute homeowners that are in violation of the Documents or the Rules and Regulations.

RECREATION AREA ACCESS KEY

AN ACCESS KEY IS REQUIRED TO ENTER THE POOL AND TENNIS COURT AREAS. IF CURRENT OWNER DOES NOT SURRENDER KEY AT CLOSING / START OF LEASE A FEE OF \$75 IS REQUIRED TO REPLACE THE KEY ASSIGNED TO THAT PROPERTY.

MAKE CHECKS PAYABLE TO:

WATERCHASE HOMEOWNERS' ASSOCIATION, INC.
5199 TARTAN LAKES BLVD
BOYNTON BEACH, FL 33472

Signature

Date

Signature

Date

CERTIFICATE OF APPROVAL INSTRUCTIONS

The prospective homeowner needs to sign and date at the bottom of the Certificate of Approval, acknowledge his/her responsibilities with regard to the governing documents for Waterchase.

Once signed by the prospective homeowner / tenant; mail or drop off the completed application to Waterchase Homeowners' Association and we will expedite the Release of the Certificate of Approval.

**Waterchase Homeowners Association, Inc.
5199 Tartan Lakes Boulevard
Boynton Beach, FL 33472
Phone: 561-736-0139 * Fax: 561-736-0456**

WATERCHASE HOMEOWNERS' ASSOCIATION, INC.

CERTIFICATE OF APPROVAL OF SALE OR LEASE

THIS CERTIFICATE OF APPROVAL IS SUBJECT TO ANY MONIES DUE TO THE HOMEOWNERS ASSOCIATION. YOU ARE ADVISED TO OBTAIN ESTOPPEL INFORMATION BEFORE THE CLOSING TAKES PLACE AS THE NEW OWNER IS RESPONSIBLE FOR ANY UNPAID ASSESSMENTS AND/OR LEGAL FEES/ COSTS THAT MAY HAVE BEEN INCURRED AS WELL AS CORRECTIONS OF ANY COMPLIANCE VIOLATIONS PENDING ON THE PROPERTY.

THE APPLICANTS SHALL ALSO MAKE THEMSELVES AWARE OF AND ABIDE BY THE ASSOCIATION'S GOVERNING DOCUMENTS TO INCLUDE THE DECLARATION OF COVENANTS AND RESTRICTIONS, ARTICLES OF INCORPORATION, BY-LAW AND RULES AND REGULATIONS AND IS ACKNOWLEDGE BY SIGNATURE BELOW (governing documents to be provided to homeowner at closing):

Applicant(s) Signature:

X _____ DATE: _____

X _____ DATE: _____

WE REMIND YOU TO SEND US A COPY OF THE CERTIFICATE OF TITLE, WARRANTY DEED OR CLOSING STATEMENT AFTER THE CLOSING, SO THAT WE MAY MAKE THE NECESSARY CHANGES TO THE ASSOCIATION'S RECORDS. PLEASE MAIL TO:

WATERCHASE HOMEOWNERS' ASSOCIATION, INC.
5199 Tartan Lakes Boulevard
Boynton Beach, FL 33472
Phone: 561-736-0139 * Fax: 561-736-0456

(THIS SECTION IS FOR WATERCHASE HOMEOWNERS' ASSOCIATION ONLY)

WATERCHASE HOMEOWNERS' ASSOCIATION, INC., "The Association" does hereby certify that the sale located at Boynton Beach, FL 33472, A house owned by and between _____ (current owner(s) according to the records of the Association), as Grantor(s), to _____ as Grantee(s) has been approved by the Board of Directors on behalf of the Association. Dated this _____ day of _____, 20_____.

WITNESS

WATERCHASE HOMEOWNERS' ASSOCIATION, INC.

Name: _____

Name: _____

Printed Name: _____

Title: _____

Board of Director Member

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Cindy N. Townsend, President, as Member of the Board of Directors of WATERCHASE HOMEOWNERS' ASSOCIATION, INC., who acknowledges he/she as an Officer of said Association, executed the above Certificate of Approval of Sale / Rental and that same is the act of deed of said Association.

IN WITNESS whereof, I have hereunto set my hand and official seal this _____ day of _____, _____.

NOTARY PUBLIC-STATE OF FLORIDA

