



Date Stamp

New Waterford Lease Checklist

Dear Prospective Tenant,

Please submit the following for approval to lease in New Waterford:

- _____ Signed Application Checklist
- _____ Completed Application
- _____ \$100 Application Fee – Check payable to **New Waterford**
- _____ Completed Background & Credit Check Authorization
- _____ \$50 per applicant Background Check Fee – Payable to **Anchor Associates**
- _____ Copy of current state or government issued photo ID
- _____ Executed Lease

Unit Address _____

Missing or incomplete information will result in the delay of processing your application. Complete application **MUST** be received 20 days prior to occupancy.

Applicant Signature

Applicant Signature

If you have any questions please contact Anchor Associates at 239-649-6357 or applications@anchormanagers.com.

Thank You,

Anchor Associates

New Waterford Condominium Association, Inc. Application for Approval to Lease

Date Stamp

Street Address _____ Unit # _____ Lease ___/___/___ to ___/___/___

Owner Name _____ Phone _____

PLEASE TYPE OR PRINT LEGIBLY THE FOLLOWING INFORMATION:

APPLICANT INFORMATION			
Last Name	First	Middle	
Home Address			Apartment/Unit #
City	State	ZIP	
Phone #	Cell #	Other Phone #	
Email Address			
Employer		Employer's Phone #	

APPLICANT INFORMATION			
Last Name	First	Middle	
Home Address			Apartment/Unit #
City	State	ZIP	
Phone #	Cell #	Other Phone #	
Email Address			
Employer		Employer's Phone #	

OCCUPANTS		
<i>Please list the name, relationship and date of birth of all occupants not listed above who will be living in this unit.</i>		
Full Name	Relationship	Date of Birth

Have you previously leased in New Waterford?	If YES , what unit?
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PETS	
NO PETS ARE PERMITTED IN LEASED UNITS	Please Initial

CURRENT OR MOST RECENT LANDLORD

Full Name

Address

Phone ()

Home Long

REFERENCES**Please list two references.**

Full Name

Address

Phone ()

Full Name

Address

Phone ()

VEHICLES**No trucks or motorcycles are permitted unless kept in the garage at all times.**

Year

Make

Model

License plate #

State

Year

Make

Model

License plate #

State

EMERGENCY CONTACT

Full Name

Relationship

Phone ()

DISCLAIMER AND SIGNATURE**In order to facilitate consideration of this application, I/we, the applicant(s), represent that the above information is factual and correct, and agree that any falsification or misrepresentation in this application will justify its disapproval.****I/we have received, read and understand the Rules and Regulations of New Waterford and will comply.**

Signature

Date

Signature

Date

Note: All rentals of 6 months or less must pay a 4% Tourist Tax to Collier County. In addition, a 6% Sales Tax must be paid to the Florida Department of Revenue.**Return this request to:**

New Waterford Condominium Association
 c/o Anchor Associates, Inc.
 3940 Radio Road, Suite 112, Naples, Florida 34104
 (239) 649-6357 phone (239) 649-7495 fax
 applications@anchormanagers.com

**APPLICATION APPROVAL**

Approved

Disapproved

Date

By:

Board Officer or Director

**NEW WATERFORD
CONDOMINIUM ASSOCIATION, INC.
BACKGROUND & CREDIT CHECK AUTHORIZATION**

New Waterford Condominium Association has the right to perform background and credit checks on all applicants. By completing this authorization form, I give New Waterford Condominium Association, Inc. the right to administer a background and credit check as a part of the application approval process. **Include with this form a check made out to Anchor Associates. Each background and credit check is \$50 per person for US Citizens and \$75 per person for Foreign National. Include a state or government issued photo ID.**

Print all information neatly and legibly.

Applicant Name _____

DOB _____ Social Security # _____

Current Address _____

Previous Address _____

Applicant Name _____

DOB _____ Social Security # _____

Current Address _____

Previous Address _____

By signing this form I agree that the information provided is correct and to administer a background and credit check.

Signature _____

Date _____

Signature _____

Date _____

***FAX OR ~~MAIL~~ COMPLETED FORM**

3940 Radio Road, Suite 11 2 xNaples, Florida 34104
(239) 649-6357 office x(239) 649-7495 fax
applications@anchormanagers.com xanchorassociationmanagement.com

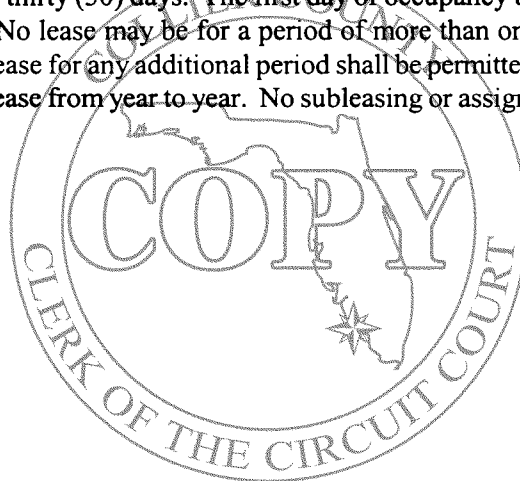
EXHIBIT "A"
AMENDMENT TO THE DECLARATION OF CONDOMINIUM
OF NEW WATERFORD, A CONDOMINIUM

The Declaration of Condominium of New Waterford, a Condominium, shall be amended as shown below:

Note: New language is underlined; language being deleted is shown in ~~struck-through~~ type.

Section 13.2 of the Declaration of Condominium of New Waterford, a Condominium, shall be amended as follows:

13.2 Term of Lease and Frequency of Leasing. A unit owner may not lease his unit during the first full year of unit ownership. The restriction on leasing will expire on the first anniversary of the date the owner takes title to the unit. No unit may be leased more often than three (3) times in any calendar year, with the minimum lease term being thirty (30) days. ~~The first day of occupancy under the lease shall determine in which year the lease occurs.~~ No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. However, the Board may, in its discretion, approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee is allowed.



WATERFORD CONDOMINIUM ASSOCIATION
OF COLLIER COUNTY, INC.

RULES AND REGULATIONS

This booklet contains a brief summary of the general rules and regulations of New Waterford and the Berkshire Lakes Master Association. Should there be any conflict or inconsistency between this summary and the Declaration of Condominium, the Declaration of Condominium, as amended, shall prevail.

Each unit owner is responsible for compliance with these rules and regulations by all occupants, including guests and renters. Violations should be reported to the Management Company and all actions taken by the Board of Directors as the result of violations will be directed to the unit owner.

GENERAL RULES

1. Nuisances, Unlawful and Improper Use:

- a. No nuisance shall be permitted on the condominium property, nor any use or practice (including but not limited to excessive or unreasonable noise from the use of musical instruments, radios, television sets, and amplifiers) which is a source of annoyance to owners, residents or tenants or which interferes with the peaceful possession and proper use of the property.
- b. All portions of the condominium property must be kept in a safe, clean, and orderly condition at all times.
- c. There shall be no conduct, or use of the property, which will increase the cost of insurance on the condominium property.

2. Commercial Uses:

Use of the condominium property or its limited common elements for commercial purposes, including garage or lawn sales, is prohibited.

3. Unit Occupancy:

Regular, on-going overnight occupancy shall be limited to four persons in a two-bedroom unit and six persons in a three-bedroom unit.

4. Exterior Walls:

There shall be no attachments made to exterior walls or roofs without the written approval of the Board of Directors.

5. Electrical Installations:

No occupant of a unit shall install or have installed any wiring for electrical or telephone installations, television antennae, air conditioning units or other electrical equipment without the written approval of the Board of Directors.

6. Lanai Enclosures, New Windows, Hurricane Shutters:

- a. Lanais shall not be enclosed in any manner without the written approval of the Board of Directors.
- b. Storm shutters are not considered "enclosures". However, owners must receive written approval from the Board of Directors prior to installing storm shutters and the shutters meet the following requirements:
 - (1) must be white or clear in color,
 - (2) must meet the current State of Florida Building Code Specifications (Collier County is not in the High-Impact Zone),
 - (3) must be installed by a licensed contractor, who has obtained a valid Collier County Building Permit for installation,
 - (4) must be installed between Monday through Friday between the hours of 8 A.M and 5 P.M. Shutters installed before December 13, 2007 will be grand-fathered in and acceptable to the Board.
- c. New windows must not be installed without written approval of the Board of Directors.

7. Hanging Items:

No clothing, rugs or other non-approved items may be hung from windows, stair rails, porches or lanais of a unit, nor from any other portion of the condominium property. Hanging clothes to dry on lanais is not permitted.

8. Disposal of Garbage, Refuse & Plant Cuttings in Dumpsters:

- a. Bag all garbage and refuse before putting in dumpsters.
- b. Large boxes or cartons must be flattened before placing in dumpsters.
- c. Please do not place items on the ground within a dumpster enclosure. Waste Management will not pick up such items and if such items interfere with access to the dumpster, the dumpster may not be emptied as scheduled.
Note: Placing items, other than landscape cuttings, outside the dumpster can result in significant fines from the Health Dept. to the Association. Please call the Management Company if you see items outside the dumpster so that they can be removed immediately.
- d. Please do not put plant cuttings in dumpsters. They should be bagged and placed beside the dumpster for pick-up by the landscape company.
- e. Recycle when possible; call Waste Management at 649-2212 for a recycle bin.
- f. Call the Management Company for pick-up of heavy items or items which are too large to fit in the dumpster.
- g. Please do not over fill dumpsters. If your usual dumpster is full please use another dumpster.

9. Signs:

- a. No person may post or display "For Sale", "For Rent" or other similar signs anywhere within the Condominium or on the Condominium property.
- b. "Open House" signs are permitted during the actual hours of the Open House.
- c. Signs identifying the security company monitoring a unit shall be permitted, but shall be limited to not more than one (1) in the front of the unit and one (1) in the rear of the unit, subject to the reasonable restrictions by the Board of Directors as to size and location of said signs.

10. Lake Usage:

- a. No boats, except those needed for lake maintenance, shall be used on any portion of the property designed for water retention.
- b. Swimming, jumping, and/or diving in the lake is also prohibited.

11. Fire Safety:

In compliance with Collier County Fire Code, no flammable, combustible, or explosive fluid, chemical or substance shall be kept in any multi-family residential unit, garage or limited common element, except as such are required for normal household use. Identification and reporting of such substances may result in a \$500 per day fine from Collier County Code Enforcement to the unit owner and/or the Association.

12. Barbecue Grills:

Only electric grills may be used for outside cooking and are restricted to driveway areas in front of garages and lanais. Propane (of any size) and charcoal grills are prohibited.

13. Unit Occupancy in Absence of Owner:

If the owner and family who permanently reside with owner are absent from the unit and are not occupying it, and the unit has not been leased, the owner may permit the unit to be occupied by guests only in accordance with the following:

- a. Any one person who is related to a unit owner within the first degree by blood, adoption or marriage, may occupy the unit in the absence of the owner for a period not to exceed fifteen (15) days. That person's spouse and children, if any, may accompany that person. The total number of occasions for occupancy by all guests combined under this paragraph shall be limited to four (4) in any one calendar year, with a maximum aggregate total of sixty (60) days.
- b. House guests not included within (A) above are permitted for only one (1) family occupancy in the unit owner's absence and then only with the proviso that the family consist of no more than four (4) persons. Such guests may stay not longer than two (2) weeks and the total number of occasions for this type of guest occupancy in any unit shall be limited to three (3) in each calendar year.

- c. All guests governed by this Section shall be registered with the Management Company prior to their arrival at the Condominium. Registration shall include: names of the guests, dates of occupancy, plus any other information requested by the Board of Directors.

14. Leasing of Units:

- a. A unit owner may not lease their unit during the first full year of ownership. The restriction on leasing will expire on the first anniversary of the date the owner takes title to the unit.
- b. No unit may be leased for a term of less than thirty days or more than one year, nor may it be leased more than three times per year.
- c. No subleasing or assignment of lease rights is permitted.
- d. Any owner intending to rent/lease their unit must obtain an "Application for Approval to Lease" from the Management Company, complete and submit the application to the management company at least twenty (20) days prior to the first day of lessee occupancy. The Board shall have twenty (20) days to approve or disapprove the proposed lessee. There is a processing fee of \$100 by the Association.
- e. All leases:
 - (1). must be submitted in writing and approved by the management company.
 - (2). must be accompanied by a copy of the lease and the required fee.

Note: Owners must notify the Management Company, in writing, if a lease is being extended or renewed.

15. Pets:

- a. Each unit owner is allowed to keep one domestic pet weighing less than forty pounds.
- b. Pets shall not be maintained for any commercial purpose and shall not become a nuisance or annoyance to neighbors.
- c. Pet owners must pick up and appropriately dispose of all solid wastes of their pets.
- d. All pets, except birds and fish, must be leashed when outside the unit.
- e. Birds must be caged when outside the unit.
- f. No animals (excluding guide dogs) are permitted at any time within the fence enclosed pool area.
- g. Lessees are not allowed to keep pets.

16. Emergency Access:

- a. The Association has the right of emergency access to all units at all times to prevent damage to common elements or other units.
- b. Unit owners are responsible for providing access to their units by the deposit of a key with the Management Company.
- c. If a key is not readily available a licensed locksmith may be utilized and the cost of such service will be charged to the unit owner.

17. Unoccupied Units:

- a. Whenever a unit is to be unoccupied for a period of three (3) days or more, the main water supply valve (located near the air conditioning unit) should be turned off.
- b. Noncompliance may result in liability for damage to other properties.

18. Storm Precautions:

Whenever a unit is to be unoccupied for a period of three (3) days or more, the owner shall remove from courtyard areas, porches, and lanais any unsecured items, which could become windblown missiles during a storm.

19. Maintenance Personnel:

Maintenance personnel are employees or agents of the Management Company or New Waterford and are not permitted to accept work instructions or requests from unit owners or renters. All such requests must be made to the Management Company.

20. Window Coverings:

All window coverings must display white to the outside of the unit.

PARKING AND VEHICLE RULES:

1. Parking Areas:

- a. Each unit has two designated parking spaces - the assigned garage and its adjacent driveway. Please do not park on another owner's driveway without securing permission from that owner. Other paved spaces on the property are available on a first-come basis.
- b. Parking on grassed areas is prohibited at all times due to the possibility of damaging the sprinkler heads.

2. On-Street Parking:

On-street parking is permitted, unless otherwise indicated by signs, but shall not block or interfere with access to driveways, sidewalks, mailboxes, or trash dumpsters. Violations may result in vehicle towing without notice.

3. Use of Garages:

- a. Garages shall be used only for the storage of vehicles or personal property of the unit occupants.
- b. Garage doors shall be kept closed at all times except when vehicles are entering or exiting, or when owner is actively using garage and/or driveway area.

4. Vehicles:

- a. There shall be no motorcycles, trucks (private or commercial), or inoperable or unlicensed vehicles of any type parked on condominium property unless such vehicle is parked inside the applicable parking garage.
- b. This restriction also applies to any vehicle containing written advertisement or solicitation which is not performing a legitimate service on the property or within a specific unit.

5. Recreational Vehicles:

Boats, motor homes, campers or other recreational equipment may be parked in driveways only while being prepared for use or storage. They shall not, otherwise be parked outside of the garages.

SWIMMING POOL RULES:

1. All diaper age children MUST wear swim diapers when in the pool.
2. Pool hours are from dawn to dusk.
3. Children under 14 years MUST be accompanied by a person 18 years of age or older.
4. Only bathing suits may be worn in the pool. Cut-offs and similar attire are not permitted.
5. Persons with open sores, cuts or communicable diseases may not enter the pool.
6. From October 1 through April 30, flotation devices are not permitted in the pool, except for safety purposes.
7. Toys, balls, Frisbees or diving gear are not allowed in the pool at any time.
8. Towels must be used on lounge chairs and chaises.
9. Shower before entering the pool to remove excess oils.
10. No loud noise or music is permitted at any time.
11. No littering.
12. No animals (excluding guide dogs) are permitted at any time within the fence enclosed pool area.
13. No glassware or other breakable materials are permitted in the pool area.
14. Pool capacity is 25 persons.
15. The pool area may not be reserved for private parties.
16. The pool ladder is to be used for exiting the pool only.
17. There is no lifeguard on duty. All persons swim at their own risk.
18. Please close and secure the safety strap on umbrellas after use to protect them from strong winds.
19. NO DIVING or running on the pool deck, at any time.

FINE PROCEDURES:

The Board of Directors may levy fines against units whose owners commit violations of the Condominium Act, the provisions of the condominium documents or the rules and regulations, or condone such violations by their family members, guest or lessees. The fines shall be in an amount deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amounts allowed by law (currently \$100 per violation), and no fine shall be levied against an unoccupied unit. A fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing, provided that such fine shall in the

aggregate not to exceed the maximum amount allowed by law (currently \$1,000.) The procedure for imposing fines shall be as follows:

- a. The party against whom the fine is to be levied shall be afforded an opportunity for hearing after reasonable written notice of not less than fourteen (14) days.
- b. At the hearing the party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and to review, challenge, and respond to any evidence or testimony by the Association. The hearing shall be conducted before a panel of three (3) unit owners appointed by the Board, none of whom may then be serving as Directors. If this panel, by majority vote, does not agree with the fine, it may not be levied.
- c. If the party against whom the fine may be levied chooses not to appear at the hearing, the hearing will proceed as scheduled and the unit owner will be advised in writing of the hearing outcome within fourteen (14) days of the hearing.

ADDRESS CHANGES:

Florida law requires that requests for address changes must be made in writing to the Management Company.

CHANGES TO OR FROM AUTO-DEBIT PAYMENT:

Requests for such changes must be made in writing to the Management Company.

USEFUL NAMES AND NUMBERS:

	<u>EMERGENCY</u>	<u>NON EMERGENCY</u>
SHERIFF	911	774-4434
FIRE	911	774-7111
MEDICAL	911	

MANAGEMENT COMPANY
ANCHOR ASSOCIATES, INC.
3940 Radio Road, Suite 111
Naples, Fl. 34104
239-649-6357

BERKSHIRE LAKES MASTER ASSOCIATION
495 Belville Blvd.
Naples, FL 34104
353-7633

COMCAST CABLE
1-800-COMCAST

WASTE MANAGEMENT
649-2212

COLLIER PEST CONTROL
455-4300