

**THE WATERBURY CONDOMINIUM ASSOCIATION, INC.**

c/o DST Property Management  
2300 W. Sample Road, #310 | Pompano Beach, FL 33073

Thank you for obtaining an "Application for Residency" for your pending purchase or lease in **The Waterbury Condominium**. Please complete the application, in its entirety, and return it to **The Waterbury Condominium, Inc.** at your earliest convenience.

Please **print your information legibly and enter N/A if a question or line item is not applicable**. DST Property Management will review your application to make sure it's completed. Once the on-site office has the completed application a screening will then be scheduled.

The purposes of the Screening Interview are, (1) to assure that the applicant(s) is/are aware of the rules and regulations, (2) to review and verify the information submitted in the Screening Application Package and (3) to ask and answer any additional questions that might arise before or during the Screening Interview.

Please be aware that our office must receive the completed application for residency not less than thirty (30) days prior to the anticipated move in date. The submission of your application in a timely manner will give our office the necessary amount of time to properly process your application.

Please be advised that your application for residency will be processed in the same manner in which every application is processed through our office; a process which cannot and will not be rushed in order to treat each and every applicant equally and fairly.

Once your completed application has been duly processed, you may be contacted by a member of the Board of Directors or a representative of the Associations' screening committee, on behalf of the Board of Directors, to schedule a screening interview **prior to** the issuance of the necessary "**Certificate of Approval**" and **prior** to the moving into your prospective residence.

We sincerely appreciate your understanding and cooperation in this regard and look forward to the opportunity to issue your Certificate of Approval.

For the Board of Directors,

DST Property Management

## **Purchase or Lease Screening Application Package for The Waterbury Condominium Association, Inc.**

**The following requirements must be met to be issued a Certificate of Approval.**

1. A one hundred fifty dollar (\$150.00), **non-refundable**, application fee for credit, criminal and eviction background check is required, per married couple or individual over the age of eighteen (18), with the return of the completed Screening Application Package.  
**Cashier's checks or money orders, made payable to: The Waterbury Condominium**  
are the only acceptable forms of payment.
2. A fully completed **Screening Application Package**, signed by the current unit owner(s) and the prospective purchaser(s) or prospective tenant.
  - Along with a **copy of the prospective purchasers)/tenant(s)'s legal ID(s), i.e., driver's license, passport, state issued ID**. Please be advised that errors and/or omissions could result in the rejection of the Screening Application Package and the denial of the issuance of the Certificate of Approval.
  - Please attach a **copy of your two most recent bank statements, and two recent pay stubs**.
3. A **copy of the fully executed purchase or lease contract must be submitted** with the **completed** Screening Application Package.
4. A unit **owner must be up to date and current on any monies and/or assessments due**, in order for an application to be considered and/or approved.
5. A Screening Application Package submitted incompletely will be returned to the applicant and will not be processed until **All** required items and information have been submitted to The Waterbury Condominium to complete the Screening Application Package.
6. Upon the receipt and verification of all information submitted, an interview may be scheduled with the screening committee representing the Association. The applicant(s) will be notified of the date, time, and place of the screening interview.

**(Please be advised that moving into a unit prior to being screened constitutes the grounds for the denial of a Certificate of Approval).**

7. A **signed affidavit** attesting that the **new owner(s)/tenant(s) has/have been provided with** or is in possession of a **copy of the associations' governing documents**. Prospective purchaser(s) or prospective tenant(s) **must initial the bottom of each page of the enclosed rules and regulations** where notated.
8. I (We) understand and acknowledge that should I (we) wish to lease my/our unit, that every lessee must be screened by the Association, that a copy of the lease be presented to the Association for approval and that no lease be for less than thirty (30) days.



# IMPORTANT APPLICATION INFORMATION

If your application is incomplete, it will be returned to you by mail along with any fee you may have submitted, and a list of the missing items.

You may then complete the application and re-submit it together with the required fee.

Please provide the name and address which you would like us to use if the application is incomplete and must be returned to you.

**Name:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_ **Zip:** \_\_\_\_\_

**Telephone #:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

If you do not fill in the information above, we will use the best address available in the application you submitted.

**The Waterbury Condominium Association, Inc.**

**READ FIRST:** Complete all questions and fill in all blanks. All information supplied is subject to verification. If any question is not answered/left blank, or answered falsely, this application may be returned, not processed, and/or not approved. Missing information will cause delays. Once submitted, order can be cancelled but your fee will not be refunded. Rev. 08/2022

**\*\* THIS APPLICATION IS FOR A SINGLE PERSON OR A MARRIED COUPLE ONLY! \*\***

**APPLICATION FOR OCCUPANCY**

Association Name: \_\_\_\_\_

Purchase Lease Occupant Apt.# \_\_\_\_\_ Bldg.# \_\_\_\_\_ Address applied for: \_\_\_\_\_

Full Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ Social Security # \_\_\_\_\_

Single Married Separated Divorced How Long? \_\_\_\_\_ Other legal or maiden name: \_\_\_\_\_

Have you ever been convicted of a crime? \_\_\_\_\_ Date(s): \_\_\_\_\_ County/State Convicted in \_\_\_\_\_

Charge(s): \_\_\_\_\_

Applicant's Cell Number(s): \_\_\_\_\_ Applicant's Email Address \_\_\_\_\_

Spouse \_\_\_\_\_ Date of Birth \_\_\_\_\_ Social Security # \_\_\_\_\_

Other legal or maiden name \_\_\_\_\_ Have you ever been convicted of a crime? \_\_\_\_\_ Date (s) \_\_\_\_\_

County/State Convicted in \_\_\_\_\_ Charge (s) \_\_\_\_\_

Spouse's Cell Number(s): \_\_\_\_\_ Spouse's Email Address \_\_\_\_\_

No. of people who will occupy unit – Adults (over age 18) \_\_\_\_\_ Description of Pets \_\_\_\_\_

Names and ages of others who will occupy unit \_\_\_\_\_

In case of emergency notify \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

**PART I – RESIDENCE HISTORY**

A. Present address \_\_\_\_\_ Phone: \_\_\_\_\_  
(Include unit/apt number, city, state, and zip code)

Apt. or Condo Name \_\_\_\_\_ Phone \_\_\_\_\_ Dates of Residency: From \_\_\_\_\_ to \_\_\_\_\_

Own Home Parent/Family Member Rented Home Rented Apt Other \_\_\_\_\_ Rent/Mtg Amount: \_\_\_\_\_

Are you on the Lease? \_\_\_\_\_ If not, who is the leaseholder? \_\_\_\_\_

Are you on the Deed? \_\_\_\_\_ If yes, under what name? \_\_\_\_\_

Name of Landlord \_\_\_\_\_ Phone \_\_\_\_\_ Email address \_\_\_\_\_

Is your landlord the: Owner Realtor Family Member Roommate Property Manager Other \_\_\_\_\_

B. Previous address: \_\_\_\_\_  
(Include unit/apt number, city, state, and zip code)

Apt. or Condo Name \_\_\_\_\_ Phone \_\_\_\_\_ Dates of Residency: From \_\_\_\_\_ to \_\_\_\_\_

Own Home Parent/Family Member Rented Home Rented Apt Other \_\_\_\_\_ Rent/Mtg Amount: \_\_\_\_\_

Are you on the Lease? \_\_\_\_\_ If not, who is the leaseholder? \_\_\_\_\_

Are you on the Deed? \_\_\_\_\_ If yes, under what name? \_\_\_\_\_

Name of Landlord \_\_\_\_\_ Phone \_\_\_\_\_ Email address \_\_\_\_\_

Is your landlord the: Owner Realtor Family Member Roommate Property Manager Other \_\_\_\_\_

C. Previous address: \_\_\_\_\_  
(Include unit/apt number, city, state, and zip code)

Apt. or Condo Name \_\_\_\_\_ Phone \_\_\_\_\_ Dates of Residency: From \_\_\_\_\_ to \_\_\_\_\_

Own Home Parent/Family Member Rented Home Rented Apt Other \_\_\_\_\_ Rent/Mtg Amount: \_\_\_\_\_

Are you on the Lease? \_\_\_\_\_ If not, who is the leaseholder? \_\_\_\_\_

Are you on the Deed? \_\_\_\_\_ If yes, under what name? \_\_\_\_\_

Name of Landlord \_\_\_\_\_ Phone \_\_\_\_\_ Email address \_\_\_\_\_

Is your landlord the: Owner Realtor Family Member Roommate Property Manager Other: \_\_\_\_\_

**PART II – EMPLOYMENT REFERENCES**

**\*Include a recent copy of an earnings statement to expedite processing\***

- A. Employed by \_\_\_\_\_ Phone \_\_\_\_\_  
 Dates of Employment: From: \_\_\_\_\_ To: \_\_\_\_\_ Position \_\_\_\_\_ Fax \_\_\_\_\_  
 Monthly Gross Income \_\_\_\_\_ Address \_\_\_\_\_
- B. Spouse Employed by \_\_\_\_\_ Phone \_\_\_\_\_  
 Dates of Employment: From: \_\_\_\_\_ To: \_\_\_\_\_ Position \_\_\_\_\_ Fax \_\_\_\_\_  
 Monthly Gross Income \_\_\_\_\_ Address \_\_\_\_\_

**PART III – BANK REFERENCES**

**\*Include a recent copy of a bank statement to expedite processing\***

- A. Bank Name \_\_\_\_\_ Checking Acct. # \_\_\_\_\_ Phone \_\_\_\_\_  
 Address \_\_\_\_\_ Fax \_\_\_\_\_
- B. Bank Name \_\_\_\_\_ Savings Acct. # \_\_\_\_\_ Phone \_\_\_\_\_  
 Address \_\_\_\_\_ Fax \_\_\_\_\_

**PART IV – CHARACTER REFERENCES (NO Family Members)**

- 1. Name \_\_\_\_\_ Home Phone \_\_\_\_\_  
 Address \_\_\_\_\_ Business Phone \_\_\_\_\_  
 Email Address \_\_\_\_\_ Cellular Phone \_\_\_\_\_
- 2. Name \_\_\_\_\_ Home Phone \_\_\_\_\_  
 Address \_\_\_\_\_ Business Phone \_\_\_\_\_  
 Email Address \_\_\_\_\_ Cellular Phone \_\_\_\_\_
- 3. Name \_\_\_\_\_ Home Phone \_\_\_\_\_  
 Address \_\_\_\_\_ Business Phone \_\_\_\_\_  
 Email Address \_\_\_\_\_ Cellular Phone \_\_\_\_\_
- 4. Name \_\_\_\_\_ Home Phone \_\_\_\_\_  
 Address \_\_\_\_\_ Business Phone \_\_\_\_\_  
 Email Address \_\_\_\_\_ Cellular Phone \_\_\_\_\_

Are you using a REALTOR®? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes: REALTOR's name \_\_\_\_\_

REALTOR's Email \_\_\_\_\_ REALTOR's Cell Phone \_\_\_\_\_

Driver's License Number (Primary Applicant): \_\_\_\_\_ State Issued \_\_\_\_\_

Driver's License Number (Secondary Applicant): \_\_\_\_\_ State Issued \_\_\_\_\_

Make \_\_\_\_\_ Type \_\_\_\_\_ Year \_\_\_\_\_ License Plate No. \_\_\_\_\_

Make \_\_\_\_\_ Type \_\_\_\_\_ Year \_\_\_\_\_ License Plate No. \_\_\_\_\_

If this application is not legible or is not completely and accurately filled out, Associated Credit (and the Association) will not be liable or responsible for any inaccurate information in the investigation and related report (to the Association) caused by such omissions or illegibility.

By signing the applicant recognizes that the Association and Associated Credit will investigate the information supplied by the applicant, and a full disclosure of pertinent facts will be made to the Association. The investigation may be made of the applicant's character, general reputation, personal characteristics, credit standing, police arrest record and mode of living as applicable. This form is for the exclusive use of Associated Credit Reporting, Inc.

Applicant's Signature \_\_\_\_\_ Date: \_\_\_\_\_ Spouse's Signature \_\_\_\_\_ Date: \_\_\_\_\_

**\*\*\*AUTHORIZATION FORM\*\*\***

I/We hereby authorize **Associated Credit Reporting, Inc.** to obtain data to verify any and all information they request with regards to my/our Application for Occupancy, specifically the verification of my bank account(s), credit history, residential history, criminal record history, employment verification and character references.

I/We hereby waive any privileges I/we may have with respect to the said information in reference to its release to the aforesaid party. Information obtained for this report is to be released to the authorized party designated on the Application for Occupancy, for their exclusive use only. **PLEASE INCLUDE COPY OF DRIVER'S LICENSE TO CONFIRM IDENTITY.** If you do not have a driver's license, please include a copy of your Passport or current government issued identification card.

I/We acknowledge our rights as stated in the Fair Credit Report Act that I/we are entitled to a copy of the report upon proper written request and can dispute any inaccurate information for re-verification. I/We understand that Associated Credit Reporting, Inc. is not directly involved in the approval or denial of any applicant. The information received by Associated Credit Reporting, Inc. shall be held in strict confidence, protected as governed under the Fair Credit Reporting Act, and will never be released to any third party other than the designated recipient. I/We further understand that this is a non-refundable process.

By signing below, I/We further state the Application for Occupancy and Authorization Form were signed by me/us and was not originated with fraudulent intent by me/us or any other person and that the signature(s) below are my/our own proper legal signature. I/We certify (or declare) under penalty of perjury that I/We agree to the foregoing and; that all answers and information contained on the Application for Occupancy are true and correct and will hold Associated Credit Reporting, Inc. harmless from the result of the investigation.

\_\_\_\_\_  
(Applicant's Signature)

\_\_\_\_\_  
(Spouse's Signature)

\_\_\_\_\_  
(Applicant's Name Printed)

\_\_\_\_\_  
(Spouse's Name Printed)

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
(Date Signed)

## **IMPORTANT APPLICATION INFORMATION**

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You may then complete the application and re-submit it together with the required fee.

Please provide the name and address which you would like us to use if the application is incomplete and must be returned to you.

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Email Address: \_\_\_\_\_

If you do not fill in the information above, we will use the best address available in the application you submitted.

### **United States Armed Forces – Active Duty**

Are you or any of the residents that will be living in the unit a member of the United States Armed Forces on active duty or state active duty, or a member of the Florida National Guard or United States Reserve Forces?

YES: \_\_\_\_\_ NO: \_\_\_\_\_

**\*\* If yes, please provide a copy of the Military ID and State ID, and fill out following information:**

Name of the resident: \_\_\_\_\_

Name of the resident: \_\_\_\_\_

Signature of resident: \_\_\_\_\_

Signature of resident: \_\_\_\_\_

## **The Waterbury Condominium Association, Inc.**

1401 North Riverside Drive  
Pompano Beach, Florida 33062  
Phone/Fax 954-785-6028

### **Rules and Regulations**

Rules and Regulations were developed to provide a framework for communal living for the members of the Waterbury Condominium Association. Rules are for the comfort and safety of all. Cooperative compliance with these Rules and Regulations is the obligation of all owners and lessees. It is the responsibility of Owners to ensure that their lessees and guest follow the provisions contained herein.

The Rules and Regulations conform to the documents of the Waterbury, that is, the Declaration of Condominium, The Articles of Incorporation, and the By-Laws, as well as the Florida Condominium Statutes. These were approved by the Waterbury Board of Directors in December 2016. The Board of Directors reserves the right to change, revoke or add to existing Rules and Regulations as necessary or desirable for the safety, cleanliness, and good order of our premises and for securing the comfort and convenience of all Owners/Lessees.

After the General Services Section, Categories are arranged alphabetically.

**Absence of Owners**

**Advertising/Solicitation**

**Animals/ Pets**

**Building Exterior**

**Contractors Deliveries**

**Enforcement of Rules**

**Fishing**

**Garbage/Trash Chute**

**Guest**

**Laundry**

**Maintenance Noise Obstructions**

**Parking Common Areas Rentals**

**Sale Security Smoking Storage Areas**

**Swimming Pool Area**

**Initials:** \_\_\_\_\_



### **General Services:**

- The Office hours are posted. Monday thru Friday 8:30 am to 2:00pm.
- All facilities of the board office are only for the use of Directors. Only these persons are authorized to use the office equipment.
- The services of the fax and copy machine may be permitted on behalf of an Owner or Renter.
- Entrance key must be purchased from the office for \$100.00.
- The Board of Directors shall maintain a roster of all unit owners, telephone numbers, alternate addresses, and e-mail addresses.
- Maintenance of an up-to-date list is essential for safety and timely notification and Owners are asked to immediately inform the Board concerning changes.
- The Board of Directors has the right of immediate entry into Units in emergencies, **per Florida Statute II 718.111 (5) (A). *An emergency shall include any instance where immediate and necessary entrance is required to check for water damage, noxious odors or other offensive problems which may occur.***
- The Association has the right of access during reasonable hours for the maintenance, repair, and replacement of any common elements or for prevention of damage to common elements.
- To facilitate entry, the owner of each Unit must provide a key for each lock to the Board of Directors, **Per Florida Statute.**
- The Board of Directors may take any necessary further steps under the circumstances to alleviate problems areas. These actions will be at expense of the owner.
- All moving of furniture or large items require a 48-hour prior notice to the Board.
- No moving is permitted on Saturday or Sunday, NO EXCEPTIONS.
- No one is allowed on the roof without the authorization of the Board of Directors.

### **Absence of Owners:**

Occupancy Notice is at the bulletin board outside the office.

- The owners shall notify the office of the Board of Directors of absences for more than 48-hours, whenever possible advising numbers at which they can be reached. Use of Occupancy Notice is advised. Owner will notify the Board upon return.
- Whenever an Owner leaves their unit for more than 24 hours, it is required that the unit's main water supply be shut off.
- To prevent mold, either the temperature must be left at a maximum of 80 degrees, or the humidistat must be left on the setting in accordance with the manufacturer's specifications.

### **Advertising/Solicitation:**

- No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted, or affixed by any unit owner/ lessee on any part of the outside or inside of the premises, nor on any vehicle parked on the premises.
- Commercial vehicles or those with advertising letters or logos are not permitted, except for those of trade persons actively completing work and properly parking on street level.

### **Animals:**

- The feeding of birds and/or providing of nesting areas for birds are strictly prohibited on balconies, from the windows and anywhere on the Waterbury premises by owners, lessee, or guest.
- Pets are NOT allowed at the Waterbury either by owner, lessee, or guests AT ANYTIME.

### **Building Exterior:**

- Change, modification, or addition to the exterior of any unit (including the balcony) is prohibited without the approval in writing, of the Board of Directors and the City Building Inspector, where appropriate.

### **Contractors and Permits:**

- Permits are required by the City of Pompano Beach for many projects. It is the responsibility of the unit Owner to have a permit where one is required and to present a copy to the Board of Directors prior to the commencement of any work. A \$300.00 refundable deposit from unit owner required with contractor's license, insurance etc., before work can be done in units. (See office for form).
- Regular (non-emergency) construction work is permitted in units Mondays through Friday between the hours of 8:00 AM and 5:00 PM (emergencies excepted).

### **Owners shall:**

1. Submit application - ARC form (located at the bulletin board outside the office) to perform work to The Waterbury Condominium and obtain prior approval by the Board of Directors and prior to commencement of the work.
  2. Paperwork required for major renovations, including but not limited to replacement of water heaters, air conditioner units and floor tile installation (because of cork underlayment for noise control).
    - a. ARC Application Form.
    - b. Building permits when required by City of Pompano Beach.
    - c. Contractor's insurance and license.
    - d. Detailed scope of work to be performed.
    - e. A \$300.00 refundable deposit check (made to: The Waterbury condo)
  3. Supervise those contractors to follow building rules, and oversee clean-up process, including the removal of debris.
- Placement of construction materials in the Waterbury dumpster is prohibited.
  - The Contractor Instruction form that outlines required information is available in the Board Office and on the Bulletin Board outside of the Office. Submission to The Waterbury Condominium for approval is required by the Board.

### **Deliveries:**

- All deliveries must be made only to the garage lobby. Please inform delivery personnel.
- Delivery personnel will only be permitted to enter the building upon clearance from resident expecting the delivery.
- Deliveries, except food, are not permitted on weekends.
- All deliveries are from Monday to Friday between 8:00 AM and 5:00 PM only.

### **Fishing:**

- Fishing is permitted next to the barbeque area on the Northwest side of the building only.

### **Garbage/Trash Chute:**

- All refuse shall be of a size to fall freely in the chute, be tightly wrapped and be tied in plastic before being deposited in the chute.
- No refuse shall be forced into the chute.
- No cigarettes, mops, clothes, brooms, carpets, or vacuum cleaner bags may be thrown or shaken into the chute.
- Make sure all smoking materials are completely extinguished.
- Please use garbage disposals for food waste to minimize odors in the chute. We advise flushing disposal line after power is shut off.
- Recyclables are to be disposed of in the proper containers located in the garage.
- Follow recycling procedures as per container instructions.
- Cardboard is to be cut or torn into small pieces and placed in the recycling containers in the garage.
- Cardboards should not be thrown down the chute.
- For safety reasons the dumpster room is only to be entered by maintenance personnel.
- Residents must make arrangements for disposal of large, bulky items and/or appliances. **Do not discard in recycling area.** These may include, but not limited to, discarded furniture, metal, shelving, carpet, etc.
- Arrangements might include taking these items to the dump or having charities pick them up.
- There are approximately 2 bulk pick up days per year. March and November.
- The dumpster is not to be used for these personal items. Do not leave these items in the garage.
- Do not leave any items in common storage areas.
- All items need to be placed inside your personal storage locker.

### **Guest:**

- Guests are construed to be non-rent paying individuals or families. Any guest staying longer than 21 days must fill out an application for occupancy available at DST Property Management and the Board Office.
- All guests planning to stay longer than one day must register in writing with the Board office, along with their vehicles. Forms are available in the Board Office. Use Occupancy Notice.
- All facilities are for the use of Owners and Lessees and for the Guest of Owners and Lessees.
- Guest occupying the unit in the absence of Owner or Lessees shall not have the privilege of inviting others either for overnight stays or for the use of The Waterbury facilities such the pool, sauna, etc.
- Children must be supervised at all times.
- Owners are responsible for damage to common elements done by guests.

### **Laundry:**

- Laundry hours are 8:00 AM to 11 :00 PM.
- Common laundry areas are provided on the 2"through the 14" floors.
- Individual washers and dryers are only permitted in 15<sup>th</sup> floor penthouse unit.

### **Washer and dryer rules:**

- Use manufacturer's recommended High Energy Laundry Detergent (HE) and amount of detergent in washing machine.
- Clean out lint filter in dryer after each use.
- Leave the equipment clean after each use.
- Take clothes out after drying time. Respect others that need to use it.
- If equipment is not working properly, please call company 1-800-826-1012 number on machine dryer.

### **Maintenance:**

- Owners are responsible for keeping their property in a safe condition in a manner that does not negatively impact the safety of residents or property values in the building.
- It is the full responsibility of the unit owner, at personal expense, to maintain, repair and make replacement within their own unit, including windows, entry doors, shades, and screens, and to maintain adequate Liability Insurance.
- No towels, clothing, cloth racks, or other items shall be hung over balconies or catwalk railings or be visible to passers-by. No item may protrude from the balcony.
- Particular care should be taken in the selection of safe items for balcony placement.
- ***Per local fire codes, cooking is not permitted on balconies. No hibachi, gas fire grill, or other similar device used for cooking, heating, or any other purpose.*** However, you are permitted to use electric ranges, grills, or similar electrical apparatus.
- Carpeting is not permitted on balconies or at front door.
- Cigarettes, mops, brooms, carpets, vacuum cleaner bags or similar materials shall not be shaken from windows, catwalks, balconies, into stairway or chutes.
- ***Per Florida Statute,*** only the American Flag is permitted as decoration.
- Owners must supervise the placement of storage materials according to rules and codes.
- Garbage disposals can cause plumbing problems in the stack if improperly used. Items such eggshells, fats, oils should not be disposed of in the sink disposal. When shutting off the sink disposal, leave the cold water running at full flow for an additional minute to avoid plugging the drain.
- Proper maintenance and timely replacement of hot water heaters is essential. *We recommend hot water heaters to be inspected by a licensed plumber annually and replaced every 10 years.*

### **Noise:**

- In order to ensure comfort for all residents, noise must be kept to a minimum volume especially between the hours of 11 :00 PM and 9:00 AM.
- All other unnecessary noise shall be avoided at all times.

### **Obstructions:**

- Entrances, lobby, elevators, laundry rooms, storages rooms and stairways must not be obstructed or used for any purpose other than ingress or egress.
- Catwalks and towers must be kept free of all obstruction and decorations.
- No floor mats permitted in front of units.

## **Parking:**

- Parking spaces are assigned and deeded one per unit except Penthouse units which have two.
- Vehicles must be parked straight and well inside lines. **NO BACK-IN PARKING.**
- Owners and guest shall drive at posted speed limits and use extreme caution in all parking, driveway, and garage areas.
- Guest with vehicle is required to display valid parking permit (available outside the office) on the rear-view mirror in guest parking area. (Street parking area).
- A unit Owner may not lease or assign their parking space except in conjunction with the lease of a unit, such lease having been approved by the Board of Directors.
- A unit Owner may lend their parking space to another resident by submitting written permission to the Board of Directors for approval.
- All vehicles on Waterbury property must display proper placard for assigned spot. Overnight guests must display "guest placard."
- Replacement of lost placards can be purchased for \$50.00 each.
- Cars without placards will be towed at owner's expenses.
- Illegally parked cars will be towed at the vehicle Owner's expense.
- No storage is permitted in any parking space, per **Fire Marshall.**
- Trailers, oversized vehicles, trucks, (including pick-up and wide-body), Camper-type vehicles, boats and motorcycles are not permitted on the Waterbury premises unless approved by the Board on a temporary basis for guests and visitors. Owners and Renters are excluded.
- Whereas, section 12.7 of the Declaration of Condominium of Waterbury Condominium prohibits the parking of trucks, motorcycles, trailers camper type vehicles or commercial vehicles; and
- Whereas section 12.9 of the Declaration authorizes the Board of Directors of the Association to make rules and regulations; and
- Whereas the Board of Directors finds it appropriate to specifically define the "trucks" and "commercial vehicles" which are subject to the parking prohibition to provide clarity and certainty to the residents of the Association.

***NOW THEREFORE***, be it resolved by the Board of Directors of the Waterbury Condominium Association, Inc. as follow:

1. The Board recognizes that many pickup trucks are used similar to normal passenger vehicles so that class 1 and class 2 light duty trucks, including light duty pickup trucks, as those classifications are defined by the Department of Transportation's Federal Highway Administration, and which do not exceed 10,000 pounds maximum gross weight, will be allowed unless they meet the definition for a commercial vehicle set forth in section
2. Any other trucks (including pickup trucks which are class 3 and above) are prohibited by this rule.
3. The following are considered commercial vehicles and are prohibited:
  - a. Vehicles which display any type of commercial lettering, commercial pictures and/or commercial insignias, which lettering, pictures of insignias indicate that the vehicle is being used for a business or commercial enterprise. Standard size lettering identifying the manufacturer and model, or type of vehicle shall not be considered commercial lettering.

- b. A vehicle shall also be deemed a commercial vehicle where it has agricultural, construction or industrial equipment either affixed to or maintained within or upon said vehicle. Further, a vehicle shall be deemed commercial where it has a platform rack or other similar apparatus designed for carrying property or cargo box or similar device located outside of the flatbed portion of the vehicle; a cargo box or similar device where it is located within the flatbed portion of the vehicle but exceeds the height of the bed portion of the vehicle; or any motor vehicle equipped with a hoist or other similar mechanical equipment, whether affixed to or maintained within or upon said vehicle.
- c. Vehicles which have exterior aftermarket modifications or accessories, such as bay racks, crash doors, lift kits, light racks, oversize tires, and wheels beyond normal dealer options, all off -road packages, roll bars, commercial roof racks, toolboxes (unless they are entirely contained within the bed of the truck), winches and similar. (However, vehicles which have standard passenger vehicle roof racks, recreational roof racks and bike racks are not included in this prohibition.)
- d. Vehicles which show evidence, as determined in for commercial purposes. This may include, but shall not be limited to paint, tar, debris, or similar substances, which are identified within or upon the vehicle, and which are normally associated with commercial use, as well as other criteria which the board deems appropriate in its sole discretion.
- e. Vans which do not have passenger seats behind the driver, or which do not have side windows behind the driver.

***This rule is supplemental to all other rules and regulations on this subject matter and does not supersede or cancel any of them.***

***This rule does not create vested rights in any owner or any other person, and this rule is subject to change at any time by the Board.***

### **Common Areas:**

All facilities are for the specific use of Owners, Lessees, and their Guest.

- Under no circumstances shall Owner extend carte blanche invitations to outsiders to use the facilities.
- Recreation rooms may not be use after 11 PM-unless later use has been approved in advance by the Board of Directors.
- Those who use the common areas are asked to maintain the appearance of those areas to pick up after themselves and their Guests and turn off the lights when they are finished in the room.
- Bathing suit cover-ups and shoes must be worn in all common areas by men and women.
- Those returning from the beach are requested to use the lower lobby to minimize the dispersal of sand.
- Please make sure you are properly dried off before entering the building after pool use.

### **Regarding Specific Rooms:**

Rules regarding use of the Palm Room for private functions are attached.

- The Billiards Room and Exercise Room are for the convenience of Waterbury Owners/Guest. They may not be used by persons under 18 years of age unless accompanied by an adult.
- Owners are responsible for any damage done by themselves or their guest.
- The doors to the Palm Room and Card Room are to be kept locked.
- Maximum exclusive usage of Palm Room is limited to 2 times per year.

## **Rentals:**

With prior written approval of the Board of Directors:

- Rentals are allowed after one year of ownership at The Waterbury.
- No lease may provide for subletting or assignment to third party tenants.
- Units can be rented for no less than 3 months once a year.
- Any seasonal rental (6 months or less) must register with the City of Pompano Beach and pay taxes. **Statute §113.41 RENTAL HOUSING. Chapter 153: Rental Housing Code.** You can find the application at City of Pompano Website, or Waterbury Office.
- A minimum credit score of 700 is required in order to rent at The Waterbury.
- All Lessees (*and their occupants*) must be screened by DST Property Management and/or the Board, pay appropriate fee, and be registered with DST Property Management and the Board Office.
- All Lessees (*and their occupants*) must be interviewed by the Board of Directors before Board approval for the lease can be granted.
- Each Owner is absolutely responsible to acquaint their tenant(s) with The Waterbury Rules and Regulations.
- The Owner is responsible for the tenant's awareness of, and compliance with, the Documents of The Waterbury.
- The Owner is responsible for any damages to common elements caused by their tenant.

## **Sale:**

The Owner must register an intention to sell with the Board of Directors:

- Prospective buyers must submit a Screening application with the established fee along with all requested documentation.
- A minimum credit score of 700 is required in order to purchase at the Waterbury.
- All Buyers (*and their occupants*) must be screened by DST Property Management and/or the Board, pay appropriate fee, and be registered with DST Property Management and the Board Office.
- All Buyers (*and their occupants*) must be interviewed by the Board of Directors before Board approval for the purchase can be granted.

## **Security:**

Every effort must be made to maintain maximum security at all times:

- Even with Security Cameras, it is not possible to exercise complete surveillance, so the cooperation of all residents is a necessity.
- Any action by an Owner or Guest that may jeopardize the security of the building will be in violation of these Rules and Regulations.
- Residents and Lessees are not to permit the entry of strangers.
- No service person of any kind will be permitted in the building at any time except by individual appointment with a resident.
- Residents are reminded to keep unit doors closed and locked at all times.
- Report any suspicious person or incident immediately to the Sheriff's office by calling 911.
- Report the incident to the Board Office as soon as possible.

## **Shopping Carts:**

Shopping carts are for the convenience of all Residents:

- Immediately after use please return to designated area in garage for use by other residents. Please be considerate of your neighbor.

- DO NOT LEAVE carts inside the Elevator or any common area. *We can see you on the cameras.*
- Contractor use of carts is not permitted. Contractors to provide their own equipment for removal of debris/construction materials.

### **Smoking:**

- The Waterbury Condo is a smoke-free environment for all common areas inside and outside the building. **Smoking allowed in designated area, Southeast corner lower level only.**

### **Storage:**

An Owner shall not store any article other than in assigned storage areas.

- Storage in stair towers, catwalks, laundry rooms, meter rooms, etc. is not permitted.
- By order of *Fire Marshall, storage* is not permitted above or in front of the assigned storage areas.

### **Swimming Pool Area:**

All persons using the pool do so at their own risk:

- Use of the pool is restricted to Owners, Lessees, and their Guest. The hours of operation are posted at poolside. Use of pool allowed only dawn to dusk per **State of Florida & Florida Health Department.**
- Lives saving devices are permitted for non-swimmers at their own risk.
- The safety equipment such as the life saver ring or the skimmer, are not to be used to scoop things out of the intra-coastal as they are not toys.
- No regular diapers are allowed (only swim diapers); persons with skin ailments are not permitted in the pool.
- Any persons who have experienced diarrhea within the last 24 hours must not use the pool.
- Diving, running, and horseplay are prohibited.
- Children under 14 years old must be accompanied by an adult and must be supervised at all times while in the pool area.
- Please remove oils and creams prior to entering the pool, use shower in the pool area.
- Food is not permitted, on the pool deck, but may be eaten at the table provided at the Tiki Hut. The user must clean up thoroughly to discourage pests.
- Glass containers are not permitted on the pool deck or the Tiki Hut.
- **Alcoholic beverages are not allowed on pool deck.**
- After using the pool area, replace lounges and chairs, crank and tie umbrellas in the closed position. Dispose of any debris in cans provided.
- For safety, be sure that the pool gates are securely closed at all times.
- For your safety, and that of others, wet bathing suits and bare feet are not permitted in the elevator or common areas. Bathing suit cover-ups and shoes must be worn by everyone in elevators and common areas. Pool goers requiring bathroom facilities can use the restrooms in the Palm Room and must be accessed by means of the elevator. No bare feet or wet bathing suits are permitted in the Lobby or Palm Room.
- **No smoking at the pool.**
- For unit owners who are in arrears of 90 days or more on monies owed will not be allowed to use any common areas such as the pool, palm room, billiards room, or exercise room or any other facility that are considered amenities in the building.

*This has been added in our Rules and Regulations, but it also has become a Florida State Law in the last year and Florida State Law supersedes any condominium document or Rules and Regulations.*



I, applicant(s), hereby **acknowledge that I have read, understand, and will comply with the above Rules and Regulations** as set forth by The Waterbury Condominium Association, Inc.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Screening Committee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Date

I (We) warrant that the information contained in this screening application package is true and correct to the best of my (our) knowledge and authorize the investigation and verification of same by reasonable means.

I (We) understand and acknowledge that should any information contained in this application be incorrect or misrepresented, the Board of Directors reserves the right to reject the application, deny the Certificate of Approval and keep the \$150.00 application fee.

I(We) understand that the acceptance of the \$150.00 screening application package fee does not in any way constitute the approval of the application or transaction between the parties.

I (We) issue authority and permission, while holding harmless the credit bureau, the association and its membership to which (we) have applied for occupancy, to DST Management Services, Inc. and its owners, officers, and employees, releasing them from any losses, expenses or damages sustained, directly or indirectly, by myself or others, from information disclosed in their investigative report, whether made orally or in writing.

I(We) understand and acknowledge that I (we) cannot occupy the premises without authorization from the Board of Directors.

I (We) understand and acknowledge that in the event of an unauthorized occupancy, this screening application package may be rejected in its entirety therefore allowing the Board of Directors to reserve the right to reject the screening application package, deny the Certificate of Approval and keep the \$150.00 screening application package fee; or to not accept this application package for consideration until the occupant vacates the unit completely.

I (We) understand and acknowledge that the processing, verification, and Screening Interview for this application may take up to thirty (30) days to complete.

I (We) understand that it is the responsibility of the current owner to provide the purchaser / tenant with a complete set of the associations' governing documents.

I (We) understand that the maximum occupancy regulations are no more than 2 *occupants* per bedroom.

I (We) understand and acknowledge that no transient occupancy is allowed and that a copy of each and every lease, renewal or agreement must be provided to the Association for approval.

I (We) understand that quarterly assessments are due on the first of the months of January, April, July, and October and are considered delinquent after a ten (10) day grace period.

I (We) understand that I (We) must notify the management company for the Association of the completed transaction, with a copy of the Warranty Deed, settlement statement or a copy of the signed lease by both parties, so the records of the association may be updated.

I (We) understand that there is only one parking space per unit, with the exception of the penthouse, which has two, and that there are guest parking spaces in front of the building, available on a first come, first served basis.

I (We) understand that should any of my *or* my guest's vehicles be parked in the space of another unit without prior written permission submitted to the BOD, said vehicles will be subject to being towed and stored at the owner's expense.

I (We) additionally understand that any of our vehicles, while being parked on the premises cause damage to Association property, that I (we) will be responsible for the cost of the repair to the association property.

I (We) understand and acknowledge that should I (we) wish to lease my/our unit, that I (we) may only do so after one (1) year of ownership.

I (We) further understand and acknowledge that every lessee must be screened by the Association, that a copy of the lease be presented to the Association for approval, that no lease be for less than ninety (90) days, once per year, and that a tenant renewal be approved by the Association on an annual basis.

I (We), the undersigned applicant(s) have received, read, understand, and agree to abide by the Associations' governing documents including the Rules and Regulations promulgated by the Board of Directors.

\_\_\_\_\_  
Applicant's name printed

\_\_\_\_\_  
Co-Applicant's name printed

\_\_\_\_\_  
Applicant's signature

\_\_\_\_\_  
Co-Applicant's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date