



HOMEOWNERS' ASSOCIATION, INC.

6285 Riverwalk Lane

Jupiter, FL 33458

(P) 561-747-6209 Fax 561-909-0847

riverwalkhoa@comcast.net

www.riverwalkhoa.biz

LEASING APPLICATION CHECKLIST

*****In order for your application to begin being processed all items below must be included. Keep in mind processing can be up to 30 days*****

ARE ALL OF THE BELOW COMPLETED/ATTACHED?

_____ Completed application. Pet information must include color photo and health certificate.

_____ Completed background check(s) form must be completed by **each applicant or resident over the age of 18 years of age.**

_____ a check or money order made payable to Riverwalk HOA for: 1.the application fee of \$250.00 and 2. \$25.00 dollars per each person that is having a background check done

Note anyone with a criminal conviction within the last 10 years cannot be approved for ownership or residency in accordance with Riverwalk's Governing documents.

_____ A copy of the executed (signed by both lessor & lessee) lease agreement

INITIAL HERE: _____ ***UPDATED May 2021 – Prior applications WILL NOT BE ACCEPTED; you must submit this version as it is most current***



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APPLICATION TO LEASE

PLEASE PRINT CLEARLY

DATE: _____ Address: _____

LEASE TERM START: _____ LEASE TERM END: _____

CHECK THIS BOX IF LEASEE IS MEMBER OF THE UNITED STATES ARMED FORCES

APPLICANT(S) INFORMATION:

Name: _____ DOB: _____ Email: _____

Telephone #: _____ Work Phone #: _____ Cell Phone #: _____

Name: _____ DOB: _____ Email: _____

Telephone #: _____ Work Phone #: _____ Cell Phone #: _____

Please name all occupants and relationship to Lessee (provide age of children and DOB for anyone over 18)

Name	Age	Relationship	Date of Birth
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

VEHICLES: (NOTE: RIVERWALK LIMITED TO A MAXIMUM OF ONLY 2 PARKING DECALS)

Make of Vehicles	Model	License Plate #	Color	State	Year
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

RIVERWALK HOMEOWNERS' ASSOCIATION, INC.

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The undersigned hereby acknowledges that he/she has read the RIVERWALK HOMEOWNERS' ASSOCIATION, INC. governing documents comprising of the Declaration of Covenants and Restrictions, Bylaws, Articles of Incorporation, as well as the RIVERWALK Rules & Regulations located on the Riverwalk website at riverwalkhoa.biz. Copies of these documents can be obtain upon written request.

As a member of a deeded mandatory membership community, you are subject to abiding by certain predetermined covenants and rules and regulations set forth in the association's governing documents. By signing, I hereby state that I will comply with the governing documents and regulations for Riverwalk. I further acknowledge that per page 14 of Riverwalk's Rules & Regulations: "Violations of the rules and regulations by a unit owner, tenant, or guest may result in a fine against the Unit Owner."

RECEIVED BY LESSEE: _____ (sign & print)

RECEIVED BY LESSEE: _____ (sign & print)

ACKNOWLEDGEMENT OF UNIT OWNER: _____ (sign & print)

DATE: _____

BUILDING-UNIT NUMBER: _____

RIVERWALK HOMEOWNERS ASSOCIATION – Background Check

CONSENT TO OBTAIN CONSUMER REPORT ON SUBSCRIBER

Riverwalk Building and Unit No: _____ - _____

I understand that you may obtain consumer reports that relate to my credit and/or criminal history. This information will, in whole or in part, be obtained from AISS, a Sterling Infosystems Company, 6111 Oak Tree Blvd, 4th floor, Independence, OH 44131, telephone 800-853-3228. I understand that you may be requesting information from various federal, state and other agencies or institutions, which maintain public and non-public records concerning my past activities relating to my credit and/or criminal history. This information will be reviewed by the Associations' Board Members and Employees of Riverwalk and may be reviewed by a unit owner if it's a rental.

For conformation of identity, a copy of your current driver's license must include with your request.

I authorize, without reservation, any party, institution, or agency contacted by AISS to furnish the above mentioned information:

_____/_____/_____
Applicant Name (Last, First and Middle) *Date of Birth Social Security Number
*Date of Birth is requested in order to obtain accurate retrieval of records. If International please provide Passport
Number

Alias/Previous Name(s) (if Applicable)

Current Physical Address City & State Zip code

Telephone Number: Email:

Signature of Applicant Date

Riverwalk Pet Rules & Regulations

Pets

No more than two (2) pets may be maintained in any Unit and only one of the two pets may exceed 50 pounds at maturity. Such pets shall be permitted to occupy any Unit or be permitted on any Common Area or Recreation Area after the effective date of this amendment. (Pets being maintained on the property prior to the effective date of this amendment which exceed such weight limitations shall be grandfathered.)

Effective July 22, 2016 Riverwalk Rules and Regulations no longer allow the following potentially dangerous pets being registered by new owners or tenants to reside in Riverwalk: Pit Bulls, Rottweilers, Doberman Pinschers, Chow Chows, Great Danes, Boxers, German Shepherds or Alaskan Malamutes. This Rule applies to mixed breed dogs containing any breeding from any of the above prohibited dog breed. If a dog's breeding is in question, DNA testing will be requested when applying for residency. If the DNA testing results show no dangerous breed exists, the HOA will incur the cost of said testing.

All pets permitted on the premises shall be under leash when walked or exercised outside of the Unit on the Common Areas or Recreation Areas or the adjoining land and docks leased from the South Florida Water Management District.

Each unit owner shall be responsible for removal of any pet waste and shall be personally liable for any costs incurred in the repair of damage caused by the pet or a pet owned by a tenant. A photograph or video recording of any unleashed pet or failure to immediately cleanup a pet's waste shall be deemed sufficient grounds to pursue a fine on the offending unit owner.

Pets shall not be permitted to create a nuisance including but not limited to persistent barking or whining or physically attacking other people or animals. Upon consideration by the Board of Directors, any pet deemed a nuisance shall be permanently removed by its owner from the property within fifteen (15) days after receipt (or the date of refusal to accept receipt) of written notification sent via Certified Mail, Return Receipt Requested..

Upon the death or disappearance of any grandfathered pet weighing in excess of 50 pounds, maintained in a Unit prior to the effective date of this amendment, no replacement pet may exceed the 50 pound (at maturity) weight limitation.

PET REGISTRATION FORM

Owner or Resident: _____

Address: _____

Type of Pet (Check One): DOG CAT BIRD OTHER _____

How Many Pets: (List each pet on a separate page)

Pet's Name _____ Pet's Age: _____

Pet's Weight: _____ Pet's License/Tag Number: _____

Attach copy of pet's "Proof of Vaccinations" must be included with the Pet Registration Form.

Breed (*Be specific – give complete description, color, etc.*): A photo of each pet must be provided.

PLEASE ATTACH COLOR PHOTO(S) HERE





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CONSENT TO RECEIVE ELECTRONIC NOTICES

The undersigned, being all the Owners of the property located at Unit #: _____ - ___ within **Riverwalk Homeowners' Association**, pursuant to Florida Statutes, hereby consent in writing to receiving notice by electronic transmission, specifically via e-mail, for certain Association mail-outs, meetings of the Board of Directors, Committees, and Annual and Special Meetings of the Members of **Riverwalk Homeowner's Association** as well as any other non-meeting notices and Association information to the fullest extent permitted by law. This includes but is not limited to, such notices required under FL Statute 720.316, as amended from time to time. The undersigned understands that the e-mail address, as indicated below, will not be subject to inspection by Unit Owners, as provided by law. The undersigned designate(s) the following electronic mail address for such purposes:

Email: _____

The undersigned understand(s) that mailed/paper notice, or any other notice authorized by Florida statutes or the governing documents of the Association, may not be provided to the Unit Owners unless the Unit Owners have revoked their consent to receive electronic notice of meetings, by written notice sent to the Association in person or by regular U.S. Mail. The undersigned understands it is my (our) responsibility to notify the **Riverwalk Homeowners' Association Inc.** of any change in my email address. For any change from the originally designated Electronic Mail Address, a Unit Owner may request in writing a form for a Notice of Change of Electronic Mail from the Association office.

All Unit Owners of the Parcel Please **Print Name**, Date and Sign Below:

By: _____

Print Name: _____

Date: _____

NOTICE OF LEASING RESTRICTIONS

Be advised the below are additions to the “Declaration of Covenants and Restrictions for Riverwalk”

Individual One-year Leasing Moratorium. Establish a one-year waiting period before a unit can be leased to or occupied by persons who are not the fee simple unit owner or an immediate family member of the fee simple unit owner.

A new section is added to the Declaration:

No Owner may lease a Unit, and no Lease will be approved, during the first 12 months of ownership of the Unit measured from the date the Unit was transferred to Owner, regardless of how title vested. After the first 12-months of ownership, an Owner may lease Owner’s Unit subject to Association’s approval.

Violations of this provision may be enforced as provided in ch. 83, Part II, Florida Statutes, as amended from time to time, and this Declaration, cumulatively.

Rental Cap. Establish a cap of 115 total units which may be leased or occupied by non-unit owners at any given time.

A new section to the Declaration is added: “No more than 115 Units in Riverwalk may be rented at any one time. Violations of this provision may be enforced as provided in ch. 83, Part II, Florida Statutes, as amended from time to time, and this Declaration, cumulatively. Specific Rules and Regulations shall be adopted by the Board to define which owner is next in line to rent their unit in the event the 115 unit limit is reached but subsequently falls below said 115 unit limit because one or more units are no longer rented.”

APPLICANT ACKNOWLEDGEMENT:

**By my/our signature below, I/we hereby certify that
I/we have read and understand the above Riverwalk Leasing Restrictions**

1. OWNER’S SIGNATURE: _____ Date: _____

PRINT APPLICANT NAME: _____

2. OWNER’S SIGNATURE: _____ Date: _____

PRINT APPLICANT NAME: _____

___ COPY OF EACH PERSONS DRIVERS LICENSE AND CAR REGISTRATION

NOTICE OF INTENT TO RENT

BUILDING-UNIT # _____

Intent to lease a unit in RIVERWALK HOMEOWNERS' ASSOCIATION, INC. must be approved by the Association before that unit may be occupied by a lessee.

RIVERWALK HOMEOWNERS ASSOCIATION, INC. Governing Documents state:

Leasing. The Association must approve or disapprove a lease within thirty (30) days of receipt of the last of the information provided pursuant to Section 9.2 hereof. The Association may disapprove a lease on any reasonable grounds, including, but not limited to, any of the provisions defining good cause for transfers of title which might be applicable. The Owners are responsible for the conduct of their tenants on the Properties and, upon violation of this Declaration or any of the other governing documents, the Association has the right to enforce these covenants against the Owner and the tenant, including, but not limited to, by removing the tenant from the Unit and from the Properties. No lease shall be approved for a term which is less than six (6) months or more than twelve (12) months. An Owner may not lease a Unit more than twice in any twelve (12) month period, measured from the commencement date of the most recent previous lease of the Unit.

No renter or lessee may occupy a unit in RIVERWALK HOMEOWNERS' ASSOCIATION, INC. until the tenants have gone through the application process, all fees have been paid, and have been approved by the Board of Directors.

+++++

Owners Name _____ Building - Unit Intended to be leased _____

Mailing Address of Owner _____

Owners Phone Number _____

Owners Email Address _____

Owner Signature: _____

Date: _____

RIVERWALK HOA RESIDENT APPLICATION

Riverwalk Homeowners Association, Inc., 6285 Riverwalk Lane, Jupiter, FL 33458

Phone: 561-747-6209 Fax: 561-909-0847

APPLICANT ACKNOWLEDGEMENT: By my/our signature below, I/we hereby certify:

- 1. I/we have read, understand and agree to abide by all Riverwalk HOA Rules & Regulations.**
- 2. That all information in this application is true and I/we understand that false or misleading information constitutes grounds for rejection and revocation of my right to reside on this property.**
- 3. I/we give permission to conduct a nationwide law enforcement background investigation and credit check; that the HOA may deny the lease based on evidence that any occupant may pose a risk to the community or be unlikely to comply with the financial requirements of the lease. The board reserves the right to waive this restriction on a case by case basis.**
- 4. No persons other than those on this application will reside in the unit. Anyone moving into the unit at a later date will be subject to association approval. No visitors may stay longer than 30 days.**
- 5. I/we understand that the Association has the right to deny any application until any delinquent assessment is paid and/or until any violation of the governing documents is corrected.**
- 6. During the term of the lease, if the owner becomes delinquent in the payment of any regular or special assessments due, the association shall notify the lessee and the lessee shall make the rental payment to the Association to cover unpaid maintenance fees. Said payments shall be delivered to the Riverwalk HOA at the above address.**

OWNER'S SIGNATURE: _____ **Date:** _____

OWNER'S SIGNATURE: _____ **Date:** _____

LESSEE'S SIGNATURE: _____ **Date:** _____

LESSEE'S SIGNATURE: _____ **Date:** _____