

# NONA PRESERVE TOWNHOMES

Leasing Restrictions

| Intent to Lease

| Application

## Purpose

The purpose and object of this information is to maintain a quiet, tranquil, non-transient atmosphere in the community with residents living in compatible coexistence with other financially responsible persons. This objective is considered both necessary and justified as all residents share amenities and have made a large investment in their homes.

## Effective date

Amendment to Section 3.24 of Association Declaration was voted on and took effect February 21, 2019

*This applies to any new leases within the community, effective June 15, 2019*

## For More Information

Ellen Crouser, LCAM at  
Specialty Management  
407.647.2622  
ecrouser@greatcommunities.com



## Lease Provisions

- No lease shall be for a period of less than 7 months.
- All leases shall have a lease addenda (see attached) providing for tenant agreement to Rules and Regulations.
- **Association approval required:**
- 30 days prior to commencement of the lease, written notice shall be given to the association of owner's intent to lease his/her home. (See attached *Application to Lease*)
- The Association will approve or disapprove the proposed lease within 10 days of receipt of the notice.
- **Disapproval may occur for the following reasons:**
- Proposed tenant has a felony conviction within past 10 years
- Proposed tenant has a misdemeanor conviction within last 3 years

- Background check (conducted within last 90 days) of all occupants ages 18 and older.
- If you wish Specialty Management to complete this, check box to indicate

Any violation of the Association Documents shall constitute a material breach of the Lease and subject the tenant to eviction as well as any other remedy afforded by the Document or Florida law. If the tenant fails to abide by Documents, the Owner shall be responsible for the conduct of the tenant, and shall be subject to all remedies set forth the Documents or Florida law without waiver to any remedy that the association may have as to the tenant. The Owner shall be responsible to bring the conduct of the tenant within compliance of the Documents by whatever action is necessary, including without limitation the institution of legal proceedings to evict the tenant. If the Owner shall fail to take necessary action, Owner hereby agrees to appoint the Association as its attorney in fact to undertake whatever action is necessary on the Owner's behalf to abate the tenant's violation of the Documents, including without limitation the right to institute an action for eviction of the tenants in the name of the Association as agent and attorney in fact for the Owner. The Association shall have the right to recover any attorney's fees and costs incurred in connection with such action from the Owner.



- Owner has not provided a complete application, copy of lease, or information related to proposed tenants and occupants
- Owner seeking approval is delinquent in payment of fines, assessments, or any other monetary obligation due to the association.

### *Intent to Lease*

#### **Owner Information**

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

Address of Property: \_\_\_\_\_

Address where information is to be sent: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Date Proposed Lease to Start: \_\_\_\_\_

Duration of Lease: \_\_\_\_\_

Today's date: \_\_\_\_\_

☐ Proposed lease with tenant information attached

Signature of Owner: \_\_\_\_\_

(by signing you agree to conditions stated to the left)

**For Board Use Only:**

\_\_\_\_\_ Approved \_\_\_\_\_ Disapproved      Date: \_\_\_\_\_

Authorized signature: \_\_\_\_\_

☐ Background check attached

Or

☐ Specialty Management to conduct background check



## Contact Information/Parking and Vehicle Confirmation

### Tenant /Property Manager Information

Property Management Company (if applicable): \_\_\_\_\_

Address/phone/email of Property Manager: \_\_\_\_\_

\_\_\_\_\_

Name of Proposed Tenant: \_\_\_\_\_

Names of all Occupants: \_\_\_\_\_

\_\_\_\_\_

**Garage:** \_\_\_\_\_ **one car.** \_\_\_\_\_ **two car** (check one)

\*\* Per governing documents of the community, if your home has a one car garage, only TWO vehicles are permitted, a home with a two car garage may have up to FOUR vehicles. If you have any more vehicles other than this they will need to park outside the community.

\_\_\_\_\_ (sign) I understand that only **Two Four (circle one)** vehicles may be registered with my address.

### **Vehicles to be registered:**

Make \_\_\_\_\_ Model \_\_\_\_\_ License Tag \_\_\_\_\_

Make \_\_\_\_\_ Model \_\_\_\_\_ License Tag \_\_\_\_\_

Make \_\_\_\_\_ Model \_\_\_\_\_ License Tag \_\_\_\_\_

Make \_\_\_\_\_ Model \_\_\_\_\_ License Tag \_\_\_\_\_

Phone: \_\_\_\_\_

email: \_\_\_\_\_

### **Please *initial* below:**

\_\_\_ I/We are aware that a background check will be conducted as a pre-requisite for approval

- fee for background check to be paid by \_\_\_ proposed tenant \_\_\_ owner

\_\_\_ I/We have received a copy of the Parking Guidelines and agree to abide by their conditions.

\_\_\_ I/We have received a copy of the Gate/Access information and agree to abide by their conditions.

\_\_\_ I/We have received a copy of the Association Rules and Regulations and agree to abide by their conditions.

Signature of Proposed Tenant: \_\_\_\_\_ Date \_\_\_\_\_

### Parking Rules and Regulations

1. WHEREAS, Article 4, Section 4.5, of the Bylaws of the Lake Nona Homeowner's Association, Inc., empowers the Board to adopt and amend Rules and Regulation concerning the details of the operation and use of the Development and Association property;
2. WHEREAS, Section 7 of the Bylaws further provides that any Rule or Regulation adopted by the Board of Directors may not be inconsistent the Declaration.
3. WHEREAS, the Board has deemed it necessary to establish appropriate rules and procedures for use of the Common Area parking, including limited common element parking. These rules and regulations shall control and supersede any previously adopted rules concerning parking or use of the common areas.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors adopts the following Rules and Regulations for parking and use of common areas owned by the Association:

#### **I. GENERAL PROVISIONS: Revised and effective: 3/1/2022**

- A. All common area parking spaces located outside of a driveway adjoining a townhome are considered guest parking spaces. This includes all parking spaces along the roads inside the development and around the clubhouse and pool area. **A diagram showing the location of these guest spaces is attached as Exhibit A.** Guest parking spaces are available on a first come, first serve basis, to resident and non-resident guests, as specifically set forth in the below Rules and Regulations.
- B. Guests of Nona Preserve may park in guest spaces for up to five (5) consecutive days on a thirty (30) day rolling timeline. The five day limit applies to an individual vehicle, with proper completion of Parking Boss registration; as outlined in guest space signage at each location.
  - Improper registration of vehicles will subject a vehicle to being violated. Vehicles will be towed following receipt of 1 violation.

C. Residents (owners and tenants) of Nona Preserve may apply to the Board of Directors to use guest parking spaces for purposes of parking vehicles belonging to a resident that will not fit in the home garage or driveway. Approval will be given if spaces are available and if the following criteria are met:

a. Must submit application via email to (parking@nonapreserve.com) for additional cars at their property. Application must include home address, detail regarding reason for seeking additional parking space, how many residents are in the home, how many vehicles the resident wishes to park in the community and how many vehicles must be parked in the garage. Parking committee members will **verify that garage space is being used for parking prior to approval.**

b. Request for additional spaces will not be accommodated if vehicles can be parked in the home's garage (2 vehicles for one car garage, 4 vehicles for two car garage), or if owner of vehicle is not a resident of Nona Preserve.

c. Special Permits for parking for longer duration of time will be available as follows:

1. May be requested through the Parking Boss website/mobile app with the approval of the management company and/or the Board of Directors
2. Ten spaces throughout the community will be marked as reserved exclusively for paid permits.
3. First 5 days: no cost, 6th through 15th days: \$15/ day or \$2 per hour.
4. One - six months: \$150 month, awarded on a first come first serve basis.
5. Additional permit 6-12 months: \$170/month
6. No special paid permits issued beyond 12 months.
7. Reserved parking is only for residents with paid special permits, any vehicle parked in a reserved space without a permit may be towed immediately without notice.

8. Registration for free 5 day guest parking as well as paid permit parking is available through Parking Boss app and website or by contacting [parking@nonapreserve.com](mailto:parking@nonapreserve.com).

D. Owners and tenants will be responsible for informing guests visiting the community of all parking rules, and will be held jointly and severally liable with their guest for any violation of same.

E. Only approved motor vehicles may be parked in all parking spaces (guest or resident.) An approved motor vehicle is any conventional passenger vehicle, motorcycle, personal van or pickup truck. Unapproved vehicles include commercial vehicles (defined as vehicles that are primarily used in operation of a business or for-profit enterprise), vehicles with signage, ladders or other tools and implements attached thereto and recreational vehicles, all-terrain vehicles, trailers or boats.

F. All motor vehicles shall be parked wholly within the parking spaces marked on the common areas so as not to obstruct or reduce the adjacent spaces for other vehicles. Oversize vehicles, which are defined as measuring longer than 17 feet in length, may not be parked in the parking spaces.

G. The Association has issued to each Unit Owner two (2) resident stickers for each vehicle being parked in the development, subject to the provisions herein. Each sticker entitles the owner to park a vehicle in their driveway or garage.

a. Owners with two (2) car garage are entitled to four (4) Envera RFID stickers and four (4) Parking Boss smart decals

H. Guests shall be allowed to park vehicles in the common area guest parking spaces. They may only be parked in a guest space for up 5 consecutive days in a rolling 30 day period, after which time the vehicle will be violated and subject to towing after receipt of 1 violation, at the vehicle owner's sole cost and expense.

I. All vehicles owned or operated by a resident, tenant, or unit owner must be registered with the Association. Failure to register a vehicle with the Association may result in the towing of the vehicle pursuant to Section 715.07 Florida Statutes and authority set forth in the Declaration.

## **II. RESTRICTIONS**

A. These parking rules shall be made without regard to the number of vehicles owned by registered to, or in the possession of the Occupants of a unit.

B. No motor vehicle shall be parked in violation of any posted sign. No more than one vehicle shall be parked in any designated space, with the exception of two motorcycles in the same space.

C. No motor vehicle shall park on or block a sidewalk or any area designated for pedestrian use. Any such vehicle may be towed without notice.

D. No motor vehicle shall park on the curbs or driveway aprons. Any such vehicle may be towed without notice.

E. Only vehicles displaying a handicapped license or permit shall park in a space reserved for the handicapped.

F. No motor vehicle shall be parked in such a manner or area that obstructs the safe, free flow of vehicular traffic or obstructs the movement of other vehicles into and out of the common area driveways.

G. All motor vehicles must be parked with the front of the motor vehicle facing the parking stop. No "back in" parking is permitted.

H. Any vehicle parked in a fire lane is subject to immediate towing at the vehicle owner's risk and expense.

I. No junk or derelict vehicle shall be parked on the Association Property at any time. Any motor vehicle, trailer or semi-trailer that cannot be operated in its existing condition because the parts necessary for operation, such as, but not limited to, tires, wheels, windshield, engine, drive train, driver's seat, steering wheel or column, gas or brake pedals, are removed,

damaged, or destroyed, or has a deteriorated body condition, shall be deemed to be a junk or derelict vehicle, regardless of the display of valid state licensed/registration or inspection sticker.

J. No vehicle shall remain on the Association Property unless it has current registration tags and plates and current inspection sticker.

K. Any vehicle the owner of which cannot be identified and/or located shall be deemed an abandoned vehicle.

L. Except for minor emergency repairs, the repairing of vehicles, including the painting thereof, is not permitted at any time of the common area. The intentional drainage of any motor vehicle fluids is prohibited.

M. No individual may erect signs or place initials, numbers, or storage containers, or make any other additions or alterations to any parking spaces without the prior written consent of the Board of Directors.

N. Parking Spaces are designated only for the parking of approved motor vehicles. No other items or articles of any kind may be stored in the Common Area parking spaces.

O. Any attempt to enter the gate by a guest or resident without proper registration which results in damage to the gate will be subject to a fine of up to \$150.00, due and payable within 30 days of receipt, and may also subject the vehicle from being banned from further entry into the community.

P. The Board of Directors has the sole authority to promulgate, adopt and amend these parking rules.

Q. Owners of townhomes whose residents and/or guests violate this policy shall be held liable for any damages to the community caused directly or indirectly by the violation to include the cost of enforcement; which shall also cover legal costs.

### **III. ENFORCEMENT:**

#### **A. Scope of Enforcement**

1. Any vehicle that is parked or used in violation of these Rules and Regulations shall be deemed to be parked without permission of the Association and subject to enforcement as provided herein. Any vehicle parked on the common areas without permission is subject to towing and being stored at the owner's sole expense and risk. All towing shall be done in accordance with Section 715.07, Florida Statutes.

2. Residents shall be responsible for the conduct of their guests, tenants, contractors and visitors.

#### **B. Enforcement Procedures**

1. Parking spaces will be managed and controlled by field agents: property managers, board members and the parking committee via the Parking Boss software. Additional violations observed by residents may be reported to the Association's management agent between 9 a.m. and 5 p.m. Photos, license plate information and a description of the violation should accompany the email to [parking@nonapreserve.com](mailto:parking@nonapreserve.com).

2. Any vehicle parked in violation of these rules will be tagged with a violation notice. Any violation that is unresolved for 24 hours may be towed without further notice.

3. The Orlando Police Department may be called to ticket and/or tow a vehicle that is parked in a fire lane or blocking a fire hydrant. The Board of Directors reserves the right to tow from fire lanes via a random patrol.

4. The Board of Directors has erected signs on the Common Areas notifying residents that any vehicle illegally or improperly parked on the Common Areas may be towed without notice at the vehicle owner's sole risk and expense. Such signs shall comply with the requirements of 715.07 Florida Statutes for towing vehicles from private property.

5. The Board of Directors has engaged a towing company to monitor the Common Areas for unregistered or illegally or improperly parked vehicles. Such vehicles may be towed at the vehicle owner's sole cost and expense.

6. Residents shall be responsible for their guests, tenants, contractors and visitors knowledge of parking permit/procedures utilizing Parking Boss.

## Nona Preserve Rules and Regulations

The Nona Preserve Rules and Regulations are in place to maintain the community and provide a safe and enjoyable neighborhood for all residents.

### i. Parking | Towing

All vehicles not in compliance with the rules and regulations below, or any of the governing documents for the association, are subject to towing at the owner's expense.

1. The association will keep a registry of all vehicles in the community, and homeowners and tenants must keep management informed of any changes to the vehicles in their possession.
2. Blocking any portion of any sidewalk in the community is **PROHIBITED**.
3. All vehicles parked in the community must have a license plate with a current registration.
4. A valid handicapped decal must be displayed for use of the handicapped parking spaces.
5. Parking on any grass areas of the association is **PROHIBITED**.
6. Vehicles may not park within fifty [50] feet of an intersection without a stop sign and may not park within fifty [50] feet from any stop sign.
7. Vehicles parked across from each other on a street is prohibited and subject to immediate towing without notice.
8. Residents may use the street or parking lots/spaces throughout the community for up to 24 hours if vehicles are already being stored in the garage and driveway for their unit. Any additional use of the street or parking lots/spaces for more than 24 hours or for use more than once per week, requires approval from management.
9. All parking violators will receive a warning sticker on their vehicle 24 hours prior to the vehicle being towed, unless the vehicle is a safety hazard. Vehicles determined to be parked in a way that could cause a safety hazard may be towed without prior notice.
10. Any vehicles containing commercial marking(s) being parked or stored on any area of the community other than in a fully enclosed garage is **PROHIBITED**.

### ii. Access Gates | Gate Arms | Gate Strikes

1. Gate damage will incur a \$100 fine plus the cost of the repair.

### iii. Rental Unit Leases | Vehicle Restrictions

1. All rental unit leases must include a limit on vehicles: two car limit for one car garage units and four car limit for two car garage units. All rental unit owners are required to provide a copy of the documents and guidelines to their renters and both the renters and unit owners must sign the lease indicating that they have received a copy of the documents and guidelines.

CC&R's rules summarized

#### iv. Section 3.5 – Signs Prohibited

No sign of any kind shall be displayed to the public view on any Lot or the Common Area.

#### v. Section 3.6 – Parking

No truck or van with more than ¾ ton capacity, boat, trailer, recreational or commercial vehicle shall be parked or stored on the property for more than 24 hours, except if it is stored in the garage with the garage door shut.

#### vi. Section 3.7 – Animals

No more than three [3] pets per home. Each owner is responsible for the prompt collection and proper disposal of all excrement from their pet. Also, all pets must be held or leashed or otherwise appropriately restrained at all times.



- vii. Section 3.8 – Trash and Garbage  
Garbage cans must be concealed from view except when placed at the curb on the scheduled pick-up days.
- viii. Section 3.10 – Recreational Equipment  
No basketball backboards and any other fixed game and play structures, skateboard ramps or equivalent structures are allowed in the community.
- ix. Section 3.11 – Fences  
All fences must be six [6] feet high and extend no more than eight [8] feet from the rear of the dwelling, be solid vinyl or PCV material in the color white and must have approval from the Architectural Review Committee.
- x. Section 3.13 – Swimming Pools  
No swimming pools allowed.
- xi. Section 3.19 – Inoperative Vehicles and Repair  
No inoperative vehicle shall be allowed to remain on the property for a period in excess of two [2] days. No major repairs or restoration unless done in the enclosed garage. All vehicles must have a current license plate.
- xii. Section 3.20 – Garage Doors  
Garage doors shall remain closed at all time when not in use for entry or exit to or from the garage.
- xiii. Section 3.21 – Window and Sliding Door Treatments  
All operable windows shall have two [2] inch white blinds; all sliding doors shall have white vertical blinds. All non-operable windows shall have a white backing.
- xiv. Section 3.24 – Short Term Rentals  
Rentals for a period less than seven [7] months are prohibited. A copy of the lease must be submitted to the management company within seven [7] days after the effective date of the lease.
- xv. Section 6.3 – Prohibited Vehicles  
No all-terrain vehicles, dune buggies or similar vehicles allowed in the community.
- xvi. Section 6.8 – Speed Limit  
Maximum speed limit in the community is fifteen [15] miles per hour.
- xvii. Section 7.3 – ARC Approval  
No changes can be made to the exterior of the house, lot or landscaping without pre-approval in writing from the Board or Architectural Review Committee.



Background Screening: Owner/Realtor may use their own form or have Specialty Management Conduct Background Screening. Fee: \$75 first person, \$50 for second and all others

## **DISCLOSURE AND AUTHORIZATION AGREEMENT REGARDING CONSUMER REPORTS**

### **DISCLOSURE**

A consumer report and/or investigative consumer report including information concerning your character, employment history, general reputation, personal characteristics, criminal record, education, qualifications, motor vehicle record, mode of living, credit and/or indebtedness may be obtained in connection with your application for residence.

### **AUTHORIZATION**

You hereby authorize and request, without any reservation, any present or former employer, school, police department, financial institution, division of motor vehicles, consumer reporting agency, or other persons or agencies having knowledge about you to furnish AmeriCheckUSA with any and all background information in their possession regarding you, in order that your residence qualifications may be evaluated. You also agree that a fax or photocopy of this authorization with your signature be accepted with the same authority as the original.

READ, ACKNOWLEDGED AND AUTHORIZED

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

☐ For California, Minnesota or Oklahoma applicants only: If you would like to receive a copy of the report, if one is obtained, please check the box.

**Specialty Mgmt - Nona Preserve / Ref# \_\_\_\_\_**

**RESIDENTIAL SCREENING REQUEST**

First: \_\_\_\_\_ Middle: \_\_\_\_\_ Last: \_\_\_\_\_

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

City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_

SSN: \_\_\_\_\_ DOB (MM/DD/YYYY): \_\_\_\_\_

Tel#: \_\_\_\_\_ Cel#: \_\_\_\_\_

**Current Employer**

Company: \_\_\_\_\_ N/A \_\_\_\_\_ Tel#: \_\_\_\_\_ N/A \_\_\_\_\_

Supervisor: \_\_\_\_\_ N/A \_\_\_\_\_ Salary: \_\_\_\_\_ N/A \_\_\_\_\_

Employed From: \_\_\_\_\_ N/A \_\_\_\_\_ To: \_\_\_\_\_ N/A \_\_\_\_\_ Title: \_\_\_\_\_ N/A \_\_\_\_\_

**Current Landlord**

Company: \_\_\_\_\_ N/A \_\_\_\_\_ Tel#: \_\_\_\_\_ N/A \_\_\_\_\_

Landlord: \_\_\_\_\_ N/A \_\_\_\_\_ Rent: \_\_\_\_\_ N/A \_\_\_\_\_

Rented From: \_\_\_\_\_ N/A \_\_\_\_\_ To: \_\_\_\_\_ N/A \_\_\_\_\_

*I have read and signed the Disclosure and Authorization Agreement.*

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_