

Heritage Oaks at Tradition Homeowners' Association, Inc.



459 NW Prima Vista Blvd. | Port St. Lucie, FL 34983

T: 772-219-4474 | F: 772-219-4746

LEASE APPLICATION INSTRUCTIONS

The following items must be completed and/or submitted to Signature Property Management:

- Copy of Fully-Executed Lease Agreement
- Lease Application to be completed in full
- Acknowledgement of Covenants & Deed Restrictions must be reviewed and signed
- Copy of Driver License(s)
- A non-refundable application fee of \$175.00 made payable to *Heritage Oaks HOA*
- A non-refundable processing fee of \$125.00 made payable to *Signature Property Management*
- A Background Check is required. A non-refundable fee of \$65.00 per occupant over the age of 18 payable to Signature Property Management applies. If applicant other than US Citizen please contact SPM for the amount of the processing fee.
- A refundable \$1,000.00 HOA Security Deposit paid by the **Homeowner Only** made payable to *Heritage Oaks HOA*.
- Please complete the pet application pages and return. **Even if you have no pets, they must be initialed and returned. Also proof of license and vaccinations must be returned.**

NOTE: All applications must be submitted in full. If not, this will delay the approval process. Applications take a minimum of 14 days for processing. Please submit your application to us in a timely manner to avoid a delay.

A lease is not approved until a Certificate of Approval has been issued.

NOTE: *An orientation must be completed by all new residents in order to obtain barcodes and clubhouse/pool access. Orientations are given on Friday's at 9am at the clubhouse and are attended by appointment only. Once you are approved, we will contact you to set the date.*

Effective July 1, 2016 a new law came into effect that requires an Association to process a tenant application from a military service member within seven (7) days of submission of the application. A service member is any person serving as a member of the United States Armed Forces on Active Duty or State Active Duty and all members of the Florida National Guard and United States Reserve Forces. **** Copy of military ID required. ****

Submit the entire package to:

Heritage Oaks at Tradition HOA, Inc.
c/o Signature Property Management
459 NW Prima Vista Blvd
Port St. Lucie, FL 34983

Applications will not be accepted via fax or email. If an application is submitted incomplete, it will not be accepted or processed until all the required information and fees are received.

Updated: 01-17-2020

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CHECK LIST FOR LEASE APPLICATION – Please Print

Property Address: _____

Term of Lease: _____

General Submission requirements:

- Completed Lease Application
- Fully-Executed Lease Agreement
- Fully executed Sales/Purchase Contract
- A non-refundable application fee of \$175.00 made payable to **Heritage Oaks HOA**.
- A non-refundable processing fee of \$125.00 made payable to **Signature Property Management**
- A non-refundable background processing fee(s) of \$65.00 per occupant over 18 years payable to **Signature Property Management** along with the signed authorization form per adult (Check with SPM for cost if other than US citizen)
- A refundable \$1,000.00 HOA Security Deposit paid by the **Homeowner Only** made payable to **Heritage Oaks HOA**
- Copy of Pet Application Photo of Pet(s), Proof of vaccination(s) and license(s)
- Copy of Driver License(s)
- Lessee Realtor Information:
 - Company Name: _____
 - Address: _____
 - Contact #: _____
 - Email: _____
- Owner Realtor Information:
 - Company Name: _____
 - Address: _____
 - Contact #: _____
 - Email: _____
- Certificate of Approval for delivery options: (Mark "X" by delivery option)
 - _____ Email Copy to Realtors
 - _____ Email Copy to Owner
 - _____ Mail Original to: _____

I/We certify that the information requested above and contained in this application are attached, true and correct. I understand that any falsification, misrepresentation, or omission is grounds for refusal to approve this lease application.

Applicant Signature

Co-Applicant Signature

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LEASE APPLICATION – *Please Print*

DATE: _____

PROPERTY ADDRESS: _____

TERM OF LEASE: _____

CURRENT HOMEOWNER INFORMATION (LANDLORD): *(all information must be printed and legible)*

Name of Owner: _____

Address of Owner: _____

Owner Phone Number: _____ Email: _____

APPLICANT(S) INFORMATION (TENANT):

Applicant Name: _____

Member of the United States Armed Forces on Active Duty or State Active Duty or member of the Florida National Guard and United States Reserve Forces YES NO (COPY OF ID REQUIRED)

Applicant Present Phone Number: _____ Cell: _____

Applicant Present Address: _____

Applicant Email Address: _____

Co-Applicant Name: (Listed on Contract) _____

Co-Applicant Present Phone Number: _____ Cell: _____

Co-Applicant Present Address: _____

Applicant Email Address: _____

Occupant(s) other than the applicants:

Name: _____ Relationship: _____ Age: _____

Name: _____ Relationship: _____ Age: _____

Name: _____ Relationship: _____ Age: _____

Name: _____ Relationship: _____ Age: _____

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VEHICLE REGISTRATION FORM

LICENSE DRIVERS: (To be residing in the Community)

Name: License #: State:
Name: License #: State:
Name: License #: State:
Name: License #: State:

DESCRIPTION OF VEHICLE(S):

Vehicle #1

Vehicle #2

Make: Model: Year: Color: Tag #: State:
Make: Model: Year: Color: Tag #: State:

Vehicle #1 registered to:

Vehicle #2 registered to:

(If you have additional vehicles, please attach a separate page.)

Applicant Signature: Date:

Co-Applicant Signature: Date:

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APPLICATION FOR PET APPROVAL

Applicant(s) Name: _____

Co-Applicant(s) Name: _____

Pet #1 – Type: _____

Breed: _____

Pet's Name: _____

Weight: _____ Height: _____ Age: _____

Pet #1 – Type: _____

Breed: _____

Pet's Name: _____

Weight: _____ Height: _____ Age: _____

Applicant understands and agrees that the keeping of pets on the premises is a privilege and not a right and may be revoked by the Association upon written notice. Those pets which in the sole discretion of the Association endanger the health, make objectionable noise, are aggressive in nature, or constitute a nuisance or inconvenience to the Owners of other Units or the Owner of any property located adjacent to the properties may be expelled and removed from the properties by the Board. Pit Bull or Pit Bull mixes are not allowed. Pets are not permitted in the Clubhouse, Gym, or Pool area. Dogs shall be confined to a leash whenever they are outside a Unit. No more than two (2) pets may be kept. It shall be the pet owners obligation to remove the pet's waste material from all property maintained by the Association. **A photograph of all pets described above must be provided.** All domestic pets must be licensed and have a current rabies vaccination per Port Saint Lucie Code. All applicants must provide written proof of a current rabies vaccination before pet can occupy residence. Dog & Cat licenses can be obtained by mail from Port St. Lucie Animal Control.

I agree to abide by the Association's covenants regarding pets and the Port Saint Lucie Code regarding animals (see attached).

Applicant Signature: _____ Date: _____

Co-Applicant Signature: _____ Date: _____

Picture(s) attached? [] Yes [] No

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Port Saint Lucie Animal Control Violations & Citations- Information about Animal Control Citations – 92.27 (a) and 92.99

Animal Control Officers may issue citations to citizens who violate city Animal Control ordinances. The citations are issued for civil, not criminal, infractions. Currently, the citation amounts are as follows:

- First Offense: \$50
- Second Offense: \$100
- Third Offense: \$200 plus mandatory court appearance

Animals at Large - 92.03 (a)

All domestic pets must be properly restrained at all times while outside the confines of the owner's home. Restraint is defined as being on a leash, within an enclosed area or otherwise secured within the property limits of its owner or keeper. Verbal command is not deemed to be proper restraint. Animals captured running loose are transported to the Animal Control holding facility for the owner to pick up. An impound fee of \$25 is charged for each animal picked up, and \$10 for each night the animal remains at the animal control compound. If the owner fails to pick up the animal, it is transported to the Humane Society of St. Lucie County (772) 461-0687.

Noisy Animals Prohibited - 92.09

It shall be unlawful for any person to keep, harbor, own, or maintain any animal which causes a noise disturbance by barking, yelping, howling, screeching, squawking, chirping, cawing, crowing or whistling between the hours of 11 p.m. and 6 a.m. Additionally, the animal may not bark, yelp, howl, screech, squawk, chirp, caw, crow, or whistle for continuous periods of five minutes or more at any other time of the day.

Removal of Animal Defecation - 92.16

It is unlawful for any person to allow an animal to defecate upon private property not owned by the person or upon public property, including but not limited to sidewalks and swales, without removing the defecation. This shall not apply to physically challenged persons or if the owner has the consent of the property owner in question.

Animal Licensing - 92.40

All domestic pets over the age of 6 months old must have a City of Port St. Lucie animal license displayed on their collar. The cost for a license is \$5 for an altered animal (spay or neutered), or \$15 for an unaltered animal. Proof of current rabies vaccination from a licensed veterinarian is required, and licenses may be obtained from most Port St Lucie veterinarians, and at the Animal Control Department 1133 S.W. Macedo Blvd., or by mail. Lifetime licenses are now available for purchase at the Animal Control office for a onetime fee of \$5. Requirements for the lifetime license are that the animal is spayed/neutered and micro-chipped.

Applicant Initials: _____

Co-Applicant Initials: _____

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PERSONAL REFERENCES: *(Other than family members)*

1. Name: _____ Phone: _____

Address: _____

2. Name: _____ Phone: _____

Address: _____

RESIDENCE HISTORY: *(If less than five (5) years, provide previous residence information on separate sheet.)*

1. Previous Address:

_____ Address _____ City/State/Zip _____

I/We have _____ owned OR _____ rented this home for (length of time) _____

Name of Landlord or Mortgage holder:

_____ Phone: _____

2. Previous Address:

_____ Address _____ City/State/Zip _____

I/We have _____ owned OR _____ rented this home for (length of time) _____

Name of Landlord or Mortgage holder:

_____ Phone: _____

EMERGENCY CONTACTS:

1. In case of Emergency notify: _____

Address: _____ Phone: () _____

2. In case of Emergency notify: _____

Address: _____ Phone: () _____

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Acknowledgement of Association Rules & Regulations & Governing Documents

(Please sign only the statement that applies)

BUYER(S) ACKNOWLEDGE AND AGREE TO THE FOLLOWING:

I/we have received from the Property Owner a copy of all the deeded Documents, Rules and Regulations as amended, or as may be promulgated hereafter by the Board of Directors. I/we understand that I/we are moving into a deed restricted community. I/we have read, understand, and agree to abide by said Documents, Rules, and Regulations of Heritage Oaks Home Owners Association, Inc.

Applicant: _____ **Co-Applicant:** _____
(Signature) (Signature)

Applicant: _____ **Co-Applicant:** _____
(Print Name) (Print Name)

Date: ____/____/____

Date: ____/____/____

OR

If owner fails to provide a set of Documents to Buyer, I/we will obtain a copy from the Association's Property Management Company at my/our expense. I/we understand that I/we are moving into a deed restricted community. Prior to moving into said property, I/we agree to abide by said Documents, Rules, and Regulations as amended, or may be promulgated hereafter by the Board of Directors of Heritage Oaks Home Owners Association, Inc.

Applicant: _____ **Co-Applicant:** _____
(Signature) (Signature)

Applicant: _____ **Co-Applicant:** _____
(Print Name) (Print Name)

Date: ____/____/____

Date: ____/____/____

(Only sign acknowledgement that identifies current possession status of Documents)

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BACKGROUND AUTHORIZATION INQUIRY RELEASE FORM

*****Please submit a separate form for each occupant over the age of 18*****

In connection with my application for residency I understand various sources will be contacted to provide an investigative background inquiry on me which may include but not be limited to: identity and prior address verification, criminal history, consumer credit history, bankruptcy, lien, civil judgment and eviction record history. I authorize any source contacted to furnish the above information and release, discharge and indemnify the end user listed below and its agents and associates from any claims, damages, losses, liabilities, costs and expenses arising from the retrieving and reporting of the requested information. I allow a photocopy of this authorization be accepted with the same authority as the original. This signed release expires one year after the date of origination.

PLEASE PRINT

Association Name: Heritage Oaks at Tradition HOA - For Residency

Prospective Occupant's FULL Legal Name: _____
(First) (Middle) (Last)

Maiden Name(s) (if applicable): _____
(First) (Middle) (Last)

Previous Married Name (if applicable): _____
(First) (Middle) (Last)

Social Security Number: _____ **DOB:** _____

Driver's License # (if have one): _____ **State:** _____

Current Street Address: _____

City/State/Zip: _____

Previous Street Address (if you have one): _____

City/State/Zip: _____

Applicant Phone: _____

OCCUPANT'S SIGNATURE: _____ **DATE:** _____

PLEASE NOTE: This signature must be hand signed, not computer generated.

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RESPONSIBILITIES TO BE HANDLED BY LANDLORD/OWNER PRIOR TO APPROVAL

Call Property Management Office at 772-219-4474 to determine if property has any outstanding violations before submitting application

(This form must be filled out to obtain Board signature on C.O.A)

The owner of property located at: _____

Has not resolved the following violations: _____

Applicant: _____
(Signature)

Co-Applicant: _____
(Signature)

Date: ____/____/____

Date: ____/____/____

As soon as the owner is in compliance, your application can be finalized

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LEASE ADDENDUM

This document serves as an addendum to the Primary Lease Agreement executed on the _____ day of _____, between _____

Owner of _____ located in Heritage Oaks

(Hereinafter referred to as ("Owner")) and _____

(Hereinafter referred to as ("Tenant")). In addition to signing this Lease Addendum, the Owner and Tenant shall thoroughly read **and initial each section** in acknowledgement and understanding of the terms described herein.

1. Tenant agrees to abide by all provisions of the Association's Declaration of Covenants, Conditions and Restrictions, Bylaws, Rules and Regulations and all other applicable documents (the "Governing Documents"). Tenant further acknowledges that Tenant's failure to abide by the terms of the Governing Documents shall constitute a material breach of this Lease Addendum and the lease.

Owner(s): _____

Tenant(s): _____

2. Owner and Tenant agree that all covenants and agreements contained in this Lease Addendum shall be deemed to be part of the Primary Lease and incorporated entirely therein as if included originally. The parties further agree that, in case of a conflict between the terms of this Lease Addendum and the Primary Lease, terms of the Lease Addendum shall take precedence.

Owner(s): _____

Tenant(s): _____

3. The Lease is subject to and shall be consistent with the provisions of the Governing Documents, as the same may be amended from time to time. In the event of any inconsistency between the Lease and the provisions of the Governing Documents, the provisions of the Governing Documents shall take precedence.

Owner(s): _____

Tenant(s): _____

4. Owner hereby transfers and assigns the Tenant for the term of the Lease any and all rights and privileges that the Owner has to use the Association's common elements, including, but not limited to, the use of any and all recreational facilities and amenities. Owner and Tenant acknowledge that the Association reserves the right to withhold use of certain common element facilities from Tenant for any reason that it would, under the terms of the Governing Documents, be authorized to refuse an owner such use, including Tenant's failure to comply with any of the provisions of the Governing Documents, or the Owner's failure to pay monthly assessments when due.

Owner(s): _____

Tenant(s): _____

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5. All vehicles must be registered with the Association. Tenant must submit a completed Rental Application Package, including an executed copy of the Lease and Lease Addendum, must provide a copy of the vehicle registration and driver's license; and must attend a mandatory Rental Orientation with the Association's managing agent. Tenant must follow all the Association's parking rules and vehicle restricts set by the Governing Documents and are subject to penalties stated therein for all violations.

Owner(s): _____

Tenant(s): _____

6. Any lease of a Unit shall, as a condition of such lease and by operation of this Section, be deemed to include an assignment by the Owner to the Association of the Owner's right to demand and collect rent payments from the leased unit directly from the tenant. If the Owner becomes delinquent for more than sixty (60) days in the payment of any general or special assessments due the Association. Once the right to demand and collect rents is so assigned to the Association, such assignment shall continue until the Owner has paid all delinquent assessments, late charges, accrued payments to the Association upon receipt of a written demand given pursuant to Paragraph and; Section 9.1.10 of the Declaration, shall not be subject to eviction by any action taken by the Owner and compliance with Section 9,.1.10 by a tenant shall constitute a complete defense to an eviction action instituted by the Owner for alleged non-payment of rent. If a tenant fails to remit rent payments to the Association pursuant to a demand made in accordance with this Section, then the Association in its own name and as the agent of the Owner, shall have the right to have the tenant and all other occupants removed from the unit by an injunction action or any other action permitted under the law or in this Declaration.

Owner(s): _____

Tenant(s): _____

7. Owner shall be liable to the Association for any damage to Association Property caused by the Tenant, the Tenant's family or guests. Owner further agrees to reimburse the Association for any repairs necessary within 48 hours of notice from the Association of the costs incurred for the repairs will be added to the fees due to the Association.

Owner(s): _____

Tenant(s): _____

8. In the event of default by Tenant in the performance of the terms of the Primary Lease or this Lease Addendum, or the Declaration, Bylaws, and / or Rules and Regulations of the Association, then, in addition to all other remedies which it may have, the Association or its representative shall notify Owner of the defaults and demand that they correct through the Owner's efforts with thirty (30) days of such notice. I the defaults isn't corrected with the thirty 30-day period, the Owner shall immediately thereafter, at the Association's request and at his or her own cost and expense, institute and diligently prosecute an eviction action against the Tenant. The eviction action shall not be settled without prior consent of the Association or its representative. In the even the Owner fails to fulfill the foregoing obligation, the Association shall have the right, but not the duty, to institute and prosecute an action as agent for the Owner, at the Owner's sole cost and expense, including all legal fees incurred. The Owner hereby irrevocably names, constitutes, appoints and confirms the Association as is agent to take all such actions as it deems appropriate on his/her behalf all costs and attorney's fees incurred by the Association to enforce the terms of the Primary Lease or of this Lease Addendum, or of the Declaration, Bylaws, and

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/or Rules and Regulations of the Association, or to evict Tenant pursuant there to, will be assessed against the Unit and the Owner thereof, and shall be deemed to constitute a lien on the Unit involved. The Association may enforce collection of the lien in the same manner as an assessment. Both the Owner and the Tenant acknowledge that the Association is an intended third party beneficiary of the Primary Lease and Lease Addendum.

Owner(s): _____

Tenant(s): _____

Owner Signature

Date

Owner Signature

Date

Tenant Signature

Date

Tenant Signature

Date