

# HERONWOOD HOMEOWNERS ASSOCIATION, INC.

C/O Advantage Property Management, LLC  
1111 SE Federal Highway, Suite 100  
Stuart, Florida 34994  
(772) 334-8900 FAX (772) 288-0175

## APPLICATION TO LEASE

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

Present Owner(s) \_\_\_\_\_ Phone: \_\_\_\_\_

Lessee(s): \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address(s): \_\_\_\_\_

Vehicle(s) Model, Make, Color and Year: \_\_\_\_\_

Pets: \_\_\_\_\_ Weight: \_\_\_\_\_

\_\_\_\_\_ Weight: \_\_\_\_\_

Who will reside in the unit (names and ages): \_\_\_\_\_

Term of Lease: \_\_\_\_\_

**I/WE, LESSEE(S) \_\_\_\_\_, HAVE IN OUR POSSESSION  
THE CURRENT WHITE 3-RING HERONWOOD HOA BINDER CONTAINING THE COVENANTS,  
USE RESTRICTIONS, AND OTHER RULES AND REGULATIONS. WE HAVE READ AND  
UNDERSTAND THESE DOCUMENTS AND AGREE TO BE GOVERNED BY THEM.**

\_\_\_\_\_  
Signed \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Signed \_\_\_\_\_ Date \_\_\_\_\_

Please return this application with the \$150.00 application fee and copy of the lease agreement within fourteen (14) days to: **You will be required to be interviewed by a Board member to have knowledge and understanding of the covenants and Restrictions.**

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**ADDENDUM TO LEASE**

1. The Association and/or its authorized agent shall have the irrevocable right to enter onto the property from time to time during reasonable hours as may be necessary for inspection, maintenance, repair or replacement of any common element accessible there from, or for making emergency repairs therein necessary to prevent damage to the common elements.
2. The Lease agrees not to use the demised premises, or keep anything in the home which will increase the insurance rates of the property or interfere with the rights of other residents of the Homeowner's Association or any other residents by unreasonable noise or otherwise; nor shall Lessee commit or permit any nuisance, immoral or illegal act in his unit, or on the common elements, or the limited common elements.
3. The Lessee covenants to abide by the Rules and Regulations of the Association and the terms and provisions of the Declaration of covenants and By-Laws of the Association, and agrees to be bound by the Rules and Regulations and Guidelines of the Association and any other rules which may become operative from time to time during the leasehold.
4. The Lessee will be required to be interviewed by a board member to have knowledge and understanding of the Covenants and Restrictions.
5. The approval of the proposed Lease Agreement issued by the Association is to be expressly conditioned upon the Lessee's observance of the provisions contained in this Addendum. Any breach of the terms hereof shall give the Association the authority to take immediate steps to terminate the Lease Agreement. The Owner/Lessor acknowledges that he remains ultimately responsible for the acts of the Lessee and Lessee's family and guest and for any cost incurred by Association, including attorney's fees in remedying violations of this Addendum and/or violations of the Association's documents.
6. In the event the Owner/Lessor becomes delinquent in the payment of any sums and assessments due to the association during the term of the Lease Agreement, upon written demand by the Association, Lessee shall pay directly to the Association rental payments due to the Owner/Lessor. The Association shall be granted the full right and authority to demand and receive the entire rent due from the Lessee and attorney's fees and costs, if any, due to the Association. The balance, if any, shall be forwarded to the Owner/Lessor at such address as the Owner/Lessor may designate in writing. At such time as the delinquency no longer exists, the Association shall cease the demand and payments shall again be made by the Lessee directly to the Owner/Lessor.

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner/Lessor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner/Lessor

\_\_\_\_\_  
Date

**HERONWOOD  
HOMEOWNERS ASSOCIATION, INC.  
PET REGISTRATION**

- **You must provide a recent photograph when submitting this form to management.**

Owner/Lessee Name(s): \_\_\_\_\_

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

Type of Pet (i.e.; dog, cat, etc.) \_\_\_\_\_ Breed: \_\_\_\_\_

Age: \_\_\_\_\_ Color: \_\_\_\_\_

Current Weight: \_\_\_\_\_ Age of Pet: \_\_\_\_\_

Name of Pet: \_\_\_\_\_ Vaccine License #: \_\_\_\_\_

Veterinarian Name: \_\_\_\_\_ Contact#: \_\_\_\_\_

Family/Friend Emergency Contact: \_\_\_\_\_

Homeowner Signature: \_\_\_\_\_

Lessee Signature: \_\_\_\_\_

**It is understood that the pet must be on a leash anytime it is outside of the dwelling and under the control of a responsible person. Cats are not allowed to roam throughout the neighborhood.**

**I also understand that should the dog bark incessantly or become a nuisance to the neighbors or community in general the Board of Directors may require the removal of the pet from the community or withdraw of my/our approval for occupancy.**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner/Lessor Signature

\_\_\_\_\_  
Date

# HERONWOOD HOMEOWNERS ASSOCIATION, INC.

**This is a short list of Heronwood Homeowners Rules and Regulations. For a more detailed list of Heronwood Covenants and Restrictions please refer to your Heronwood HOA book given to you at closing or web site; <http://www.heronwoodpalmcity.com>.**

**Revised July 2024**

## **Vehicles & Parking**

Parking of passenger vehicles is permitted on driveways but not grassed easements, common areas or cul-de-sacs. Motorcycles, boats, trailers, etc., may be stored on a homeowner's property but only in the garage such that they are not visible from the parcel's frontage or an adjacent parcel. Motorhomes may be placed, parked or stored on the parcel up to 6 times a year per household in any calendar year for a period not to exceed 24 hours for the sole purpose of loading and unloading. The association must be notified prior the motorhome coming on property. Golf carts may be placed, parked or stored within a building. Golf carts may be operated on roadways and sidewalks only by persons with a current valid driver license. Golf carts are to be operated in daylight hours only, unless equipped with headlights/brake lights or rear reflectors. Parking in the street overnight is not permitted.

## **Garbage, Yard Waste and Trash Collection:**

Pick-up is on **Monday** and **Thursday** for garbage. Recyclables are picked up on **Monday**. Yard waste is picked up on Wednesday. Garbage/trash is to be kept out of sight, unless on trash days. Trash is permitted to be placed curbside after 6 PM the evening before pickup. All appropriate trash must be placed in a covered trash container. Garbage bags are not considered containers.

**Special Trash Collection:** Excessive or large yard waste, used appliances, etc. will be picked up, but you must call in advance to request pick-up. Call Waste Management (**WM**) at **(772) 546-7700**.

Construction debris must be placed in dumpsters or arrangements must be made to have it collected in advance by WM or another licensed hauler.

## **Residential Use**

All homes shall be used only as private, single-family dwellings and for no other purpose. They may not be used to conduct businesses. Houses can be rented for no more than one (1) time a year, for a minimum of three (3) months.

## **Maintenance**

Owners are responsible for maintenance of all exterior and interior areas of their property including buildings and landscaping. Mailboxes and mailbox posts need to be painted or replaced from time to time. Roofs and driveways must be cleaned periodically.

## **Exterior Changes and Improvements**

All exterior changes and improvements, including house painting, landscape changes, driveway coatings, house additions, etc. must be approved by the Architectural Review Board prior to having the work done. County Building Code Approval may also be required. Projects must be completed within 90 days of application approval and/or appropriate ARB authorization.

## **Temporary Structures**

No structure or object of a temporary character such as, but not limited to, house trailers, tents, shacks, sheds shall be erected, kept or maintained on the Property. After receiving approval from the Association, temporary storage trailers, such as portable on demand storage (PODS) may be placed in the owner's driveway for a period of up to 4 days and 3 nights. A single small chest no greater than 6 feet tall, 6 feet wide and 3 feet deep may be placed adjacent to the dwelling; totally screened from view from street and adjacent parcels.

## **Outside Displays**

No owner shall attach, affix or hang displays on the exterior walls, doors or equipment outside the dwelling without the prior consent of the Board of Directors. American flags, Armed Forces flags and First Responder flags are approved for display, no more than two (2). Statues, birdbaths; fountains in shrubbery beds subdued; less than four (4) feet with a maximum of 3 are approved. Holiday lights are approved. Signs and notices are not allowed.

**Athletic Apparatus/Playground Equipment**

Permanent or semi-permanent installation of such items as backboards, swings, jungle gyms or trampolines are NOT permitted. Temporary use is permitted if no nuisance is caused, and equipment is stored inside the residence when not in active use.

**Pets**

No more than two pets per dwelling are allowed. Dogs, cats, etc. are to be kept on a leash when outside the dwelling. The pet owner is responsible for removal and disposal of excrement using sanitary containers. If considered a nuisance, a pet may be permanently removed from Heronwood.

**Disturbing the Peace**

No owner, resident or guest shall make or create any excessive noise or disturbance or allow any condition to exist that would violate the peace, quiet and comfort of any other resident.

**Solicitation:** Solicitation of any kind is not permitted in Heronwood by anyone for any reason. Open houses are not permitted. No advertising of any kind including "For Sale" and "For Rent" signs are permitted.

**Others**

- Window treatments, visible from the street or other dwellings, must have a white or off white backing, enclosed rooms and porches included.
- Lawn furniture is permitted in the backyard only.
- Garage doors must be kept closed at all times except when the garage is in active use.
- Please do not flush disposable diapers (adult also) or other large objects down the toilet. This includes disposable wipes. They stop the pumps in the sewage lines.
- No maintenance or repair of vehicles can be performed on driveways or common areas.
- Sundays and legal holidays: contractors, large truck deliveries and moving vans will be permitted only under special circumstances. MDPOA rules state no moving vans on Sundays.
- **Residency Application Fee of \$150.00 payable to Heronwood HOA**

**Monthly Assessment**

Each resident pays a monthly charge for security, roads, landscaping common areas and other approved items. Automatic withdrawal is available upon request.

**Delinquent Assessments:** If a resident should be 65 days in arrears of their monthly assessment(s), interest, and/or legal fees, a letter will be issued which directs the owner to pay the delinquent amount in two weeks or the barcode to the vehicles registered to that residence will be de-activated until payment is received in full.

**Fines**

Per direction of the Board, the property manager will issue fines for a violation that has not been remedied by the time allotted of the third notice to the owner/resident. The fine may be \$25 to \$100 per day for the violation from the first date of the third notice until the violation is remedied. The owner has 14 days to contest the fine thru the Appeals Committee.

**I AGREE TO ABIDE BY ALL THE RULES AND REGULATIONS AS STATED IN THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR HERONWOOD (as amended)**

\_\_\_\_\_  
Owner/Lessee Signature

\_\_\_\_\_  
Owner/Lessee Signature

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Signature

\_\_\_\_\_  
Date