

Heritage Oaks at Tradition Homeowners' Association, Inc.



3171 SE Dominica Terrace | Stuart, FL 34997
T: 772-219-4474 | F: 772-219-4746

LEASE RENEWAL APPLICATION – Please Print

Date Submitted: _____ Lease Renewal Date: _____

Name of Applicant: _____

Property Address: _____

****ALL ITEMS MUST BE SUBMITTED ALONG WITH THIS CHECKLIST OR YOUR APPLICATION WILL NOT BE ACCEPTED OR PROCESSED****

****RENEWAL APPLICATION MUST BE SUBMITTED AT LEAST FOURTEEN (14) DAYS PRIOR TO YOUR LEASE RENEWAL DATE****

APPLICATION CHECK LIST

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

- Copy of Fully-Executed Lease Agreement
- Copy of the Lease Extension Addendum
- A non-refundable application fee of \$125.00 made payable to *Heritage Oaks HOA*
- Completed Pet Form if new pet since last lease
- **Verification of HOA Security Deposit paid by the homeowner on file of \$1,000.00**

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.

Realtor Information:

- Company Name: _____
- Contact #: _____
- Email: _____

Updated: 01/01/2021

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PET REGISTRATION FORM

- *Limit two (2) pets only.
- *Must have a picture of each pet.
- *Must include at the time of application, proof of Port St. Lucie Pet Licensing.
- *No exotic pets are allowed.
- *No pets shall be kept, bred or maintained for any commercial purpose.
- *Dogs which are household pets shall at all times whenever they are outside a unit be confined on a leash held by a responsible person.
- *An owner/tenant shall immediately pick up and remove any solid animal waste deposited by his pet on the properties, including the common areas and the exclusive neighborhood common area.

PET(S): YES _____ NO _____

<u>Name</u>	<u>Age</u>	<u>Color</u>	<u>Weight</u>	<u>Breed</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Applicant Signature: _____ Date: _____

Co-Applicant Signature: _____ Date: _____

******THIS FORM ONLY NEEDS TO BE FILLED OUT IF YOU HAVE ADDED OR CHANGED A PET******

******THIS FORM MUST BE SIGNED WHETHER YOU HAVE A PET OR NOT TO ACKNOWLEDGE YOU UNDERSTANT THE GUIDELINES******

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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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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