

Heritage Oaks at Tradition Homeowners' Association, Inc.



3171 SE Dominica Terrace | Stuart, FL 34997

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

LEASE OCCUPANT ADD-ON APPLICATION INSTRUCTIONS

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

- Lease Occupant Add-On Application to be completed in full
- Acknowledgement of Covenants & Deed Restrictions must be reviewed and signed
- Copy of Driver License
- 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 18 years or older payable to Signature Property Management. If applicant other than US Citizen please contact SPM for the amount of the processing fee.

NOTE: All applications must be submitted in full. If not, this will delay the approval process. Applications take a minimum of 14 business days for processing. Please submit your application to us in a timely manner to avoid a delay. ***A Lease Occupant Add-On 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 3:00 p.m. at the clubhouse and are attended by appointment only. Once you are approved, we will contact you to set the date.

Submit the entire package to:

Heritage Oaks at Tradition HOA, Inc.
c/o Signature Property Management
2131 SE Dominica Terrace
Stuart, FL 34997

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.

Applicant Signature: _____ Date: _____

Updated: 8-21-2023

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CHECKLIST FOR LEASE OCCUPANT ADD-ON APPLICATION – Please Print

Property Address: _____

Move In Date: _____

General Submission requirements:

- ☐ Completed Lease Occupant Add-On Application
- ☐ 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 18 years or older payable to *Signature Property Management* along with the signed authorization form per adult (Check with SPM for cost if other than US citizen)
- ☐ Copy of Driver License
- ☐ Certificate of Approval for delivery options :
 - _____ Email Copy to Owner
 - _____ Email Copy to Current Tenant

I 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 sale application.

Applicant Signature: _____ Date: _____

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LEASE OCCUPANT ADD-ON APPLICATION – *Please Print*

DATE: _____

PROPERTY ADDRESS: _____

MOVE-IN DATE: _____

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

Name of Owner: _____

Address of Owner: _____

Owner Phone Number: _____ Email: _____

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

Name of Tenant: _____

Address of Tenant: _____

Tenant Phone Number: _____ Email: _____

APPLICANT INFORMATION:

Applicant Name: _____

Applicant Present Phone Number: _____ Cell: _____

Applicant Present Address: _____

*Applicant Email Address: _____

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VEHICLE REGISTRATION FORM

LICENSE DRIVER:

Name: _____ License #: _____ State: _____

DESCRIPTION OF VEHICLE(S):

Vehicle #1

Make: _____

Model: _____

Year: _____

Color: _____

Tag #: _____

State: _____

Vehicle #2

Make: _____

Model: _____

Year: _____

Color: _____

Tag #: _____

State: _____

Vehicle #1 registered to: _____

Vehicle #2 registered to: _____

NOTE: Pictures (front, back & sides) of any pick-up truck must be included in your application.

Applicant Signature: _____ Date: _____

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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**

I ACKNOWLEDGE AND AGREE TO THE FOLLOWING:

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

Applicant: _____
(Signature)

Applicant: _____
(Print Name)

Date: ____/____/____

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BACKGROUND AUTHORIZATION INQUIRY RELEASE FORM

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: _____

Applicant Signature: _____ Date: _____

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

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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