

Lakes at Tradition Homeowners' Association, Inc.

11840 SW Tradition Lakes Blvd.

Port St. Lucie, FL 34987

P: 772-345-0690 F: 772-345-0691

lathoa@gmail.com

Rental Application Instructions

1. The following items must be submitted to the Lakes at Tradition office **PRIOR** to the occupancy of any unit by a tenant:
 - a. Completed rental application
 - b. Copy of the signed lease
 - c. Completed Lease Addendum (attached). Must be initialed and signed by both Landlord and Tenant.
 - d. Completed and signed acknowledgement of Covenants & Restrictions (attached)
 - e. Application fee of \$150.00. Checks should be made payable to The Lakes at Tradition HOA.
2. **PRIOR to occupying premises**, the Tenant must schedule an orientation with an Association representative. The purpose of this orientation is to review the Association's documents, policies and procedures and to complete registration paperwork for the record. The Association does not conduct any form of background check or screening of the person signing the lease.
3. After receiving the required paperwork, payment and completing the required orientation a Certificate of Completion will be issued.
4. Upon occupancy, the Association will issue up to two bar codes, the cost of which are included in the application fee. Vehicle registrations are required to receive the bar codes. Only registered residents will be issued barcodes. A maximum of two additional bar codes, for residents only, will be issued upon request and cost \$5 each.
5. Upon occupancy the Association will issue two Recreation Center keycards, the cost of which is included in the application fee. Fobs may be available for upgrade from keycard for a fee of \$15.00 per fob at time of orientation.

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RENTAL APPLICATION

PROPERTY ADDRESS: _____

OWNER NAME: _____

OWNER PHONE: _____ CELL: _____

OWNER EMAIL: _____

AGENT NAME: _____ PHONE: _____

EMAIL: _____

TENANT NAME: _____

TENANT PHONE: _____ CELL: _____

TENANT EMAIL: _____

LEASE START DATE: _____ END DATE: _____

Please list the names and relationship of all persons, other than applicant, who will be residing in the unit:

NAME _____ RELATIONSHIP _____

NAME _____ RELATIONSHIP _____

NAME _____ RELATIONSHIP _____

Please list any pets that will be residing in the unit:

NAME _____ TYPE/BREED _____

NAME _____ TYPE/BREED _____

FOR OFFICE USE ONLY:

DATE RECEIVED _____ BY _____

CHECK # _____ AMOUNT _____ COPY OF DRIVERS LICENSE ATTACHED _____

APPOINTMENT DATE _____ TIME _____

Lease agreement states that Lease is for term of not less than four (4) months _____

Lease agreement states the party who will be responsible for the HOA assessments _____

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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 the Lakes at Tradition (hereinafter referred to as "Member/Landlord"), and _____ (hereinafter referred to as "Renter"). In addition to signing this Lease Addendum, the Member/Landlord and Renter shall thoroughly read and initial each section in acknowledgement and understanding of the terms described herein.

1. Renter 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"). Renter further acknowledges that Renter's failure to abide by the terms of the Governing Documents shall constitute a material breach of this Lease Addendum and the Lease. _____

2. Both parties agree that all covenants and agreements contained in this Lease Addendum shall be deemed to be a 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, the terms of the Lease Addendum shall take precedence. _____

3. The Lease is subject to and 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. _____

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

5. All vehicles must be registered with the Association and must have a barcode permanently affixed to the vehicle to which it is assigned. In order to get the barcode the renter 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 drivers license and must attend a mandatory Rental Orientation with the Association's managing agent. Renter must follow all of the Association's parking rules and vehicle restrictions set by the Governing Documents and is subject to penalties stated therein for all violations. _____

6. In the event the Member/Landlord fails to pay the Homeowner's Association fees, and those fees remain in default for 90 days, or such other period as set forth in the HOA's collection policy in effect at the time of the deficit, the Member/Landlord authorizes the Renter to withhold from

rent the delinquent amount and further authorizes the Renter to pay the amount withheld to the Association until the Member/Landlord's account is brought current by the payment of all current and past due assessments, interest, penalties, late charges, fines & attorney fees. Renter agrees to pay the rent to the Association upon demand from the Association.

7. Renter acknowledges that all keycards and/or fobs will be deactivated if the Owner/Landlord fails to pay the Homeowner's Association fees and those fees remain in default for a period of 45 days.

8. Member/Landlord agrees to be secondarily liable to the Association for any damage caused to the common elements by the Renter, the Renter's family or guests. Member/Landlord further agrees to reimburse the Association for any repairs necessary within 30 days of notice from the Association or the costs incurred for the repairs will be added to the fees due to the Association.

9. Member/Landlord agrees that if any fines are imposed against the Renter, Renter's family or guests remain unpaid for a period of 30 days, Member/Landlord shall become responsible for the payment of the fines, which will be added to the fees due to the Association.

10. In the event of default by Renter 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 the Member/Landlord of the default(s) and demand that they be corrected through the Member's/Landlord's efforts within 30 days of such notice. If the default(s) is not corrected within the 30-day period, the Member/Landlord 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 Renter. The eviction action shall not be settled without prior consent of the Association or its representative. In the event the Member/Landlord fails to fulfill the foregoing obligation, the Association shall have the right, but not the duty, to institute and prosecute an action as attorney-in-fact for the Member/Landlord, at the Member's/Landlord's sole cost and expense, including all legal fees incurred. The Member/Landlord hereby irrevocably names, constitutes, appoints and confirms the Association as attorney-in-fact 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/or Rules and Regulations of the Association, or to evict Renter pursuant thereto, 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 Member/Landlord and the Renter acknowledge that the Association is the third-party beneficiary of the Primary Lease and Lease Addendum.

Member/Landlord Signature

Date

Member/Landlord Signature

Date

Renter Signature

Date

Renter Signature

Date

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**Acknowledgement of Association
Covenants & Restrictions**

I / We, _____, acknowledge receipt of the Association's Declaration of Covenants & Restrictions as filed with the State of Florida on August 19, 2003.

I / We, _____, agree to abide by the Covenants & Restrictions as well as any other Rules & Regulations adopted by the Association.

I / We, _____, understand that failure to comply with the Association's documents shall be a material default and breach of the Lease Agreement. Default of a Lease will result in the deletion of all bar codes issued to the rented premises, guest access will be restricted and Recreation Center privileges revoked via deactivation of keycards.

Lessee signature

Date

Lessee signature

Date

For and on behalf of the Board of Directors

Date