

Property Address _____

Bennington Village Homeowners Association Inc.

c/o Campbell Property Management

11270 SW Town Park Avenue

Port St. Lucie FL 34987

Town Park Club: (772) 345-2901

Lease Application Check List

All required items must be submitted; otherwise, your application will not be processed.

This form must be included along with all other necessary paperwork.

General submission requirements

- Completed executed application.
- Fully executed lease agreement
- \$150 Application fee (non-refundable) – Please make check payable to Bennington Village HOA
- Copy of Driver's License/Photo ID of every adult over the age of 18 on the application

- Tenant Realtor Info

Company Name: _____

Company Address: _____

Company Phone: _____

Company Email: _____

- Owner Realtor Info

Company Name: _____

Company Address: _____

Company Phone: _____

Company Email: _____

Bennington Homeowners Association, Inc.
LEASE APPLICATION
c/o Campbell Property Management
11270 SW Town Park Avenue
Port Saint Lucie, FL 34987

The Association shall review the application within thirty (30) days of receipt of required information, documents and fees. Please ensure all required items are submitted as a complete package – incomplete packages will not be processed. A Certificate of Approval will be issued to the designated recipient.

APPLICATION INSTRUCTIONS

APPLICANT must submit:

- Completed Application (Application will not be processed without all signatures)
- Signed copy of Lease Agreement (*Lease must be for a minimum of six (6) months*)
- Copy of photo ID
- **\$150.00 Application Fee** (non-refundable) made payable to: BENNINGTON VILLAGE HOA

***Payments are only accepted in the form of checks or money orders**

All items must be submitted as an entire packet to:

TOWN PARK CLUBHOUSE
11270 SW TOWN PARK AVENUE
Port Saint Lucie, FL 34987

Thank you in advance for your cooperation in following this process.

If you have any questions, please call: Campbell Property Management – (772) 345-2901

Every effort will be made to expedite the notification process.

LEASE APPLICATION

Date of Application _____ Property Address: _____

Date Lease Starts: _____ Date Lease Ends: _____

NAME(s) OF APPLICANT: _____ Email: _____

PRESENT ADDRESS: _____ City _____ State _____ Zip _____

Cell phone: () _____ Home phone () _____ Business Phone () _____

CO-APPLICANT: _____ Email: _____

PRESENT ADDRESS: _____ City _____ State _____ Zip _____

Cell phone: () _____ Home phone () _____ Business Phone () _____

VEHICLE(S) RESIDING AT RESIDENCE

MAKE _____ YEAR _____ MODEL _____

MAKE _____ YEAR _____ MODEL _____

NUMBER PEOPLE WHO WILL BE RESIDING AT THE HOME _____

PETS: Number of Pets _____ Type _____

EMERGENCY CONTACT INFORMATION

NAME _____ RELATIONSHIP _____ PHONE # _____

NAME _____ RELATIONSHIP _____ PHONE # _____

Bennington Village Homeowners Association, Inc.

LEASE APPLICATION

c/o Campbell Property Management

11270 Town Park Avenue

Port Saint Lucie, FL 34987

CRIMINAL & CREDIT BACKGROUND CONSENT FORM

The undersigned being a new owner applicant(s) of the following address:

I/We hereby authorize **Bennington Village Homeowners Association, Inc., Campbell Property Management**, and its agents to conduct a background and credit investigation of myself as a prospective tenant in the Association. I/We authorize the following searches to be performed as part of this process:

- Credit history report
- Florida criminal history (FDLE)
- Nationwide criminal background check (50-state sexual predator/offender search)
- Nationwide sexual offender registry check
- Eviction history for the past seven (7) years

This investigation is being conducted for the purpose of determining my/our suitability for residence within the community.

I/We understand that the results of this investigation will be shared with the Association's Board of Directors by the property manager.

Dated: _____

_____ Date of Birth _____

(Signature)

_____ Social Security No. _____

(Print name)

Driver's License No. _____ State of Issuance _____

_____ Date of Birth _____

(Signature)

_____ Social Security No. _____

(Print name)

Driver's License No. _____ State of Issuance _____

Must be signed by all applicants. Use an additional copy of this sheet if needed for additional applicants.

****PLEASE ATTACH A CLEAR COPY OF ALL APPLICANTS CURRENT PHOTO ID****

The undersigned, in the event that approval is granted by the Board of Directors of Bennington Village HOA, Inc., hereby agrees to abide by the Articles of Incorporation, Declaration of Covenants and Restrictions, By-Laws, and all covenants, conditions, rules, and regulations as set forth now or hereafter amended as well as any additional covenants, conditions, rules, and regulations that may be imposed from time to time by the Board of Directors or the members of Bennington Village HOA, Inc.

The undersigned further assumes full responsibility for ensuring that any guests also comply with all applicable rules and regulations.

By signing below, the undersigned acknowledges and agrees to all of the above.

_____	_____
Tenant Signature	Co-Tenant Signature

_____	_____
Print Name	Print Name

Date Submitted: _____

BENNINGTON VILLAGE HOA ASSOCIATION, INC.

ADDENDUM TO LEASE AGREEMENT

Unit Owner _____

Unit Address _____

Tenant(s) _____

This addendum is to a lease agreement between the above referenced lot owner and renter/tenants. It is acknowledged by the parties that a portion of the monthly or other periodic rent agreed upon by the parties and indicated in the lease agreement includes a sum which is owed to the referenced Association for periodic maintenance or special assessments. Lot Owner hereby agrees to pay the amounts owed the Association directly to the Association in a timely manner.

In the event that the sums claimed due by the Association are not paid within thirty (30) days of the date due, the Association may send a notice to Tenant demanding payment of a portion of the rent owed to Lot Owner, and Tenant shall deduct the sum demanded from the next rent payment due, and pay the Association the amount claimed in its notice. No dispute that Lot Owner/Renter may have with the Association concerning the amount demanded in the Association's notice shall affect the Tenant's obligation to comply with the Association's notice. Tenant's compliance with the Association's demand shall not under any circumstances be deemed a breach of the Tenant's obligations under the lease.

The parties hereto acknowledge that the Tenant's failure to comply with the Association's notice as described above within thirty (30) days of the date of the notice shall entitle the Association to consider the Tenant in breach of the lease for non-payment of rent and the Association may begin eviction proceedings against the tenant. The Association shall be entitled to recover its reasonable attorney fees and costs in such a proceeding. The Association's exercise of its rights hereunder shall not affect its ability to otherwise exercise its collection rights as described in the governing documents.

Applicant Signature _____

Date _____

Co-Applicant Signature _____

Date _____

Unit Owner Signature _____

Date _____

PORT ST. 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 - \$50.00

Second Offense - \$100.00

Third Offense - \$200.00 plus mandatory
Court appearance.

Animals at Large – 92.03 (A) (1)

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 \$25.00 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.

Animal Licensing – 92.40

All domestic pets over the age of six (6) months old must have a City of Port St. Lucie animal license displayed on their collar. The cost for a license is \$5.00 for an altered animal (spay or neutered), or \$15.00 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.

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.

Applicant Signature _____

Date _____

Co-Applicant Signature _____

Date _____

Bennington Village Homeowners Association

Vehicular Parking

Rules and Regulations

While our streets are private, we do maintain a traffic agreement with the City of Port St Lucie. This agreement gives the Port St. Lucie Police Department full authority to enforce all City of Port St Lucie traffic laws within our Community. Some important things for homeowners to remember are:

- ❖ City of Port St. Lucie prohibits parking on the street at any time and vehicles may be ticketed at any time.
- ❖ No street parking is permitted, except for commercial vehicles actively engaged in their work.
- ❖ Only a registered street legal vehicle may be driven on the roads.
- ❖ Golf carts may not be used on any roads.

IMPORTANT NOTE: The speed limit in Bennington is 30mph. Respect and follow all intersection stop signs. Remind your guests.

Any guest vehicle parked at a residence for more than 14 days, must be registered with Property Management. This includes license, vehicle registration and insurance.

Parking any vehicles on public or private streets or thoroughfares, or parking of commercial vehicles or equipment, mobile homes, recreational vehicles, golf carts, boats or other watercraft, trailers, stored vehicles or inoperable vehicles in places other than enclosed garages is prohibited within Tradition.

The seriousness and increase of vehicular operation (including golf carts), parking and traffic issues has elevated the level of concern for the safety of children, pedestrians and bicyclists, emergency vehicles not having direct and easy access to and/or from homes, as well as liability issues with insurance.

In order to establish a fair and consistent method for enforcing vehicular parking violations, the following Rules and Regulations has been adopted by the Board of Directors and will be followed:

- ❖ The Association cannot enforce City of Port St. Lucie traffic laws, but may report them.
- ❖ The Association can and will enforce rules relating to off street parking and vehicle storage:
 - Owner and, if applicable, tenant will receive an e-mail and/or letter for immediate remedy.
 - Even if the violation has been remedied, owner and, if applicable, tenant will receive 14 day Compliance Hearing notice (when approved by the

Board). This means appearance before the Compliance Committee, as well as a mandatory \$25 administration fee.

- Vehicles parked on Association common property areas may be towed. A one-time only warning notice may be placed on the vehicle stating that parking in this manner is in direct violation of the parking rules and regulations; next infraction will result in the vehicle being towed.
- ❖ Parking on any grass area is not permitted at any time.
- ❖ Parking blocking a driveway is not permitted at any time.
- ❖ Parking blocking a mailbox is not permitted at any time.
- ❖ Parking on a sidewalk is not permitted at any time.
- ❖ No vehicle may be operated or parked on landscaped areas.
- ❖ No vehicle may park so that any part of the vehicle obstructs or overhangs the sidewalk or street at any time.
- ❖ Only private vehicles, without commercial advertising, outside lettering/logo and/or work tools and/or equipment in sight, may be parked on the driveway.
- ❖ No vehicle shall be constructed, reconstructed or repaired within the Community.
- ❖ No vehicle shall be left within the Community for more than one business day if not capable of self-propulsion.
- ❖ No vehicle without current license plate tag and registration is permitted on a Lot or in the Community.
- ❖ No owner or person having the use of a Commercial Vehicle or Recreational Vehicle shall park that vehicle within the Community unless totally enclosed in a garage and not visible from the outside:
 - Commercial Vehicles – Any vehicle with commercial advertising, outside lettering/logo and/or work tools and/or equipment in sight or any other non-personal use. Box trailers and flatbed trailers are also included.
 - Recreational Vehicles – Any vehicle such as, but not limited to, a mobile home, travel trailer, camper, camper van, boat, boat trailer, paddle boat, canoe, kayak, golf cart, LSV's, ATV's, motorized scooter, box trailer, flatbed trailer, jet ski/wave runner, airboat or aircraft.