

MIDPORT PLACE I CONDOMINIUM ASSOCIATION

1509 SE ROYAL GREEN CIRCLE

PORT ST LUCIE, FL 34952

TELEPHONE 772 337-4482 – FAX 772 337-8841

E-MAIL midportplace1@comcast.net

SALE / LEASE APPLICATION PACKAGE

- To guarantee compliance with the Federal Fair Housing Acts, a separate application is required for each applicant over the age of eighteen (excluding dependent children) who will reside at the property.
- Family size must be in compliance with the available HUD guidelines, state and local codes. As an example, St Lucie County does not allow more than 2 unrelated people in any one dwelling unit.
- The Association Office must be immediately notified, and an INTENT TO SELL / LEASE FORM must be completed when a unit owner decides to sell / lease a unit.
- All of the following completed and signed forms must be submitted to the Association Office before an orientation may be scheduled.
 - Intent to Sell / Lease form by the owner
 - Sale / Lease Application
 - A ratified sale contract
 - Background Investigation Request Form
 - Valid driver's license or picture ID for each applicant
 - Valid registration for each approved vehicle
 - Non-refundable \$100 application fee (no personal checks)
 - Non-refundable \$50 background check for each resident 18 years or older (no personal checks)
- A lease agreement signed by all parties must be submitted to the office upon approval.
- Pending the results of the background check, the Board of Directors has the right to approve/deny.
- When all paperwork is approved by the Board of Directors an orientation will be scheduled sometime Monday through Friday between 9 AM and 1 PM. All applicants must be present.
- NO MOVE INS WILL BE PERMITTED PRIOR TO A WRITTEN RESPONSE FROM THE BOARD OF DIRECTORS AND AN ORIENTATION. NO EXCEPTIONS!
- OVERSIZED OR UNSIGHTLY VEHICLES WILL NOT BE APPROVED FOR PARKING PERMITS. VEHICLES WITHOUT PERMITS ARE SUBJECT TO TOWING / BOOTING.

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INTENT TO SELL / LEASE FORM

(TO BE COMPLETED BY CURRENT UNIT OWNER)

NAME OF UNIT OWNER: _____

HOME PHONE # _____ WORK / CELL PHONE # _____

E-MAIL ADDRESS: _____

ADDRESS OF UNIT: _____

UNIT IS FOR: SALE _____ RENT _____ BY OWNER _____ BY REALTOR _____

REAL ESTATE COMPANY: _____

AGENT NAME: _____

E-MAIL ADDRESS: _____

COMPANY ADDRESS: _____

TELEPHONE # _____ DATE OF LISTING _____

- PLEASE FURNISH THE FOLLOWING TO MIDPORT PLACE I OFFICE:
NAME OF BUYER (S) / TENANT (S): _____
- IT IS THE RESPONSIBILITY OF THE CURRENT UNIT OWNER TO TURN OVER ALL CONDOMINIUM DOCUMENTS TO NEW BUYER. A SET OF THESE DOCUMENTS MAY BE OBTAINED FROM THE ASSOCIATION OFFICE FOR A FEE OF \$50.00
- ALL POTENTIAL BUYERS AND TENANTS MUST GO THROUGH THE APPLICATION PROCESS
- NO BUYER OR TENANT MAY MOVE IN PRIOR TO WRITTEN BOARD APPROVAL AND ORIENTATION
- ALL LEASES SHALL PROVIDE FOR A MINIMUM LEASE TERM OF SIX (6) MONTHS. OWNER MAY NOT LEASE UNIT AGAIN UNTIL AFTER THIS PERIOD IF TENANT VACATES UNIT PRIOR TO SIX (6) MONTHS.

AUTHORIZED SIGNATURE OF OWNER

DATE

MIDPORT PLACE 1 CONDOMINIUM ASSOCIATION, INC.

UNIFORM ADDENDUM TO LEASE

_____, Port St. Lucie, FL 34952 (the "Unit")

This **UNIFORM ADDENDUM TO LEASE** is made and entered this ____ day of _____, 20__, by and between the following parties:

- A. The record title Owners of the Unit, whose name(s) and address are:

Name(s): _____
Address: _____

hereafter referred to as "Owner"; and

- B. The proposed Lessees/Tenants of the Unit, whose name(s) and current residential address are:

Name(s): _____
Address: _____

hereafter called "Tenant."

NOTE: "Owner" and "Tenant" are sometimes collectively referred to as the "Parties".

RECITALS: The parties state and affirm as follows:

1. Owner wishes to lease the Unit to Tenant, and Tenant wishes to lease the Unit from Owner, pursuant to the terms and conditions of the Lease agreement between the parties, the terms and conditions of this Uniform Addendum to Lease, and in conformity with all of the requirements of the Declaration of Midport Place 1, A Condominium, as amended ("the "Declaration"), the Articles of Incorporation, By-Laws, and the Rules and Regulations, each as amended, (sometimes collectively referred to as the "Governing Documents") of Midport Place 1 (the "Association"), and the parties seek the Association's written consent to the proposed Lease by Tenant.
2. Article 16.7 of the Declaration, provides in part as follows: "All rentals must be by leases which shall be on forms approved by the Association, and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by the Association."
3. **GUARANTEE OF LEASE.** A sponsor's Guaranty is required as a condition of this lease. The guaranty constitutes an essential inducement for the approval of this lease by MIDPORT PLACE 1 CONDOMINIUM ASSOCIATION, INC. ("ASSOCIATION") and the Association reserves the right not to approve, or to cancel this lease, in the event such guaranty is not fully executed, notarized, and returned to the Association within ten (10) days from the date of this lease. The Tenant and Guarantor(s) agree that for all intent and purpose, St. Lucie County, Florida will be treated as the venue of the notary execution. The execution of the continuing guaranty constitutes additional assurance to the Association of the performance of the covenants of this lease and shall not be construed as a release of Tenant's responsibilities and obligations hereunder. This lease is executed in St. Lucie County, Florida, and shall be governed and construed by the laws of the State

of Florida. All actions to enforce this lease or to construe its provisions, including actions for return of the deposit made by the Tenant shall be brought in St. Lucie County, Florida, and in no other venue or jurisdiction.

NOW THEREFORE, the parties, for themselves, their heirs, successors and permitted assigns, with intent to be legally bound, agree as follows:

4. The foregoing Recitals are true and correct and are expressly incorporated herein.
5. This Uniform Addendum to Lease, when fully executed by all parties, shall be attached to and become a part of the Lease agreement between the parties. The terms of this Uniform Addendum to Lease shall prevail and control over any conflicting provision contained in the Lease agreement.
6. No lease of a Unit may be made for a period of less than a six (6) months and the proposed tenants shall consist of not more than two (2) persons per bedroom.
7. The proposed Tenant shall be required to pay to an escrow account maintained by the Association a security deposit in accordance with Section 16.7 of the Declaration.
8. If the Owner is delinquent in the payment of an assessment at the time approval of the proposed Lease of a Unit is sought, the Association shall disapprove the proposed Lease, the Lease will not be made, and no occupancy of the Unit by the proposed Tenant shall be permitted.
9. If the Association approves the proposed Lease, and during the Lease term the Owner becomes delinquent in the payment of an assessment, the Association shall have the authority to directly collect the rental payments from the Owner's Tenant in accordance with Section 718.116(11)(a). Owner agrees, for as long as Owner remains delinquent in the payment of an assessment, that Tenant's payment of Rent under the Lease to the Association shall not constitute nonpayment of Rent under said Lease. The Owner irrevocably appoints the Association, without recourse, as Owner's agent and attorney-in-fact in Owner's place and stead to collect from Tenant each installment of Rent due Owner under said Lease, for as long as Owner remains delinquent in Owner's obligations to pay assessments to the Association. Except for accounting to Owner for each installment of Rent received by the Association from Tenant pursuant to these provisions, Association assumes no responsibility to Owner and/or to Tenant as "landlord" under said Lease and/or under Part II of Chapter 83, Florida Statutes. Owner and Tenant acknowledge and agree that provisions of this paragraph create only a facility of payment of Rent owed under the Lease to Owner to be paid directly by Tenant to the Association to be applied toward the Owner's delinquent obligations to the Association to pay assessments to the Association. Owner and Tenant each covenant and agree that they accept the Association's disclaimer of any responsibility as "landlord" to either party under said Lease and/or Part II of Chapter 83, F.S., and each party agrees to and does hereby indemnify and hold harmless the Association, including attorney's fees at all levels, for any claims arising out of said Lease.
10. It shall be the responsibility of the Owner to provide Tenant with a copy of the Declaration of Condominium, the Articles of Incorporation, By-laws, and Rules and Regulations of the Association (the "Governing Documents"). Every Lease shall contain or be deemed to contain a provision that the Tenant is subject to the Governing Documents. The Owner and Tenant shall be jointly and severally liable for any costs and expenses, including the Association's reasonable attorney's fees at all levels, whether or not a lawsuit is filed, arising from any violations of the Governing Documents by the Tenant, his family, guests, and invitees. The Association shall have the right to treat any unpaid costs and expenses arising from violations of the Governing Documents as an assessment against the Unit, and shall have all remedies

against the Owner and Tenant, jointly and severally, for the collection of delinquent assessments set forth in the Governing Documents. This provision shall survive the termination of the Lease.

11. The Owner and proposed Tenant shall be responsible for the completion and submission of all documents, applications, fees, and deposits, required by the Association in the screening/approval process. No occupancy of the Unit by the proposed Tenant shall occur until the Association has issued its written approval of the Lease to the Owner. Any occupancy of the Unit by the proposed Tenant prior to Owner's receipt of a written approval of Lease, shall be a violation of the Governing Documents, shall require the proposed Tenant to immediately quit and vacate the Unit and/or shall require the Owner to promptly seek to removal of the unauthorized Tenant from the Unit by legal process.

12. In order to determine that the proposed Tenants are familiar with the Association's Governing Documents, the Board of Directors, at its option, shall have the right to require a personal orientation meeting with the proposed Tenants prior to occupancy of the Unit by the Tenants. The Board of Directors may designate a committee or any individual(s) or the property manager to conduct such a meeting.

13. The proposed Tenants acknowledge that they have familiarized themselves with the Declaration of Condominium, the Exhibits thereto, the Bylaws, the Articles and the Rules and Regulations of the Association and agree that they will abide by same. Proposed Tenants further agree to provide any additional information that may be reasonably requested by the Board.

14. The Tenant agrees not to use the demised premises, or keep anything in the Unit which will interfere with the rights of other residents or the Association or any other residents by unreasonable noises or otherwise; nor shall Tenant commit or permit any nuisance, immoral or illegal act in the Unit, or on the common areas. The Tenant agrees not to use the demised premises to manufacture, purchase, sell, distribute or keep any controlled substances and further acknowledges and agrees that the Association, operating on information and belief that the Tenant has violated this or any other provision of this Addendum, has the authority to take immediate steps to terminate the Lease agreement and sue for eviction under Chapter 83, Fla. Stat., as if the Association were a landlord under Part II of Chapter 83.

15. The Tenant covenants to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration, Articles and Bylaws of the Association, and agrees to be bound by the rules and guidelines of the Association and any other rules which may become operative from time to time during said Lease term.

16. The parties hereto specifically acknowledge and agree that the Association is hereby empowered to act as agent and attorney-in-fact for and on behalf of Owner with full power and authority to take such action as may be required to compel compliance by the Tenant and/or Tenant's family, guests, and invitees with the provisions of the Declaration, its Exhibits, the Articles and Bylaws, the Florida Condominium Act and the Rules and Regulations of the Association. The parties further acknowledge and agree that the Association shall have the right, but not the obligation to enforce the Declaration, Bylaws, Rules and Regulations and provisions thereof, having all rights and powers, including but not limited to, proper notice of violation, right of hearing, eviction procedure and legal recourse as deemed appropriate.

17. The approval of the proposed Lease agreement issued by the Association is to be expressly conditioned upon the Tenant'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 and sue for eviction under Chapter 83, Fla. Stat., as if the Association were a landlord under Part II of Chapter 83. The Owner acknowledges that he remains ultimately responsible for the acts of Tenant and

Tenant's family, guests, and invitees. Owner agrees that he remains responsible for any costs incurred by the Association, including reasonable attorneys fees at all levels, whether a lawsuit is brought or not, in remedying violations of this Addendum and/or violations of the Governing Documents by Tenant, his family, guests, and invitees.

18. If the lease, lease application, or this addendum is not legible or is not completely and accurately filled out, the Association will not be liable or responsible for any inaccurate information in the investigation and related report to the Association caused by such omissions or illegibility.

By signing the application and this addendum, the proposed Tenants recognize that the Association or its agent may investigate the information supplied by the proposed Tenants and a full disclosure of pertinent facts may be made to the Association. The investigation may be made of the proposed Tenant's character, general reputation, personal characteristics, credit standing, police arrest record and mode of living as applicable.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals,
this ____ day of _____, 20____.

Signed, sealed and delivered in the presence of:

_____	Owner: (sign): _____
Witness	(print): _____
_____	Owner: (sign): _____
Witness	(print): _____
As to Owner(s)	

_____	Tenant: (sign): _____
Witness	(print): _____
_____	Tenant: (sign): _____
Witness	(print): _____
As to Tenant(s)	

MIDPORT PLACE 1 CONDOMINIUM
ASSOCIATION, INC.

By: _____

Print: _____

Its: _____

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PLEASE CHECK ONE OF THE FOLLOWING:

APPLICATION FOR PURCHASE

I / We acknowledge receipt of the following (provided by Seller):

- Declaration of Covenants and Restrictions
- Articles of Incorporation
- By-Laws
- Amendments
- Rules and Regulations

(The above Association documents may be ordered from the office for a fee of \$50.00)

I / We agree to observe and abide by the terms and conditions stated in these documents.

Signature

Date

Signature

Date

APPLICATION FOR LEASE

Note: All leases shall provide for a minimum lease term of six (6) months. Owner may not lease unit again until after this period if tenant vacates unit prior to six (6) months.

I / We acknowledge receipt of the Rules and Regulations.

I / We agree to observe and abide by the terms and conditions stated in these documents as well as the governing documents of the Association.

Signature

Date

Signature

Date

MIDPORT PLACE I CONDOMINIUM ASSOCIATION

APPLICATION FOR OCCUPANCY APPROVAL

INSTRUCTIONS:

- 1. If applicants are not legally married, an application of each person must be completed
- 2. Print legibly or type all information. Complete addresses and telephone numbers are required.
- 3. If any question is not answered or left blank, this application may be returned and not approved.
- 4. Missing information will cause delays in processing your application.
- 5. Only the applicants are authorized to sign all forms.
- 6. Any misrepresentation or falsification of information may result in your disqualification.

PRINT OR TYPE

PURCHASE _____ OR LEASE _____ HOW LONG _____

ADDRESS _____ UNIT # _____

NAME OF APPLICANT #1 _____

DATE OF BIRTH _____ SOCIAL SECURITY / PASSPORT # _____

E-MAIL ADDRESS _____

EMPLOYED BY _____ HOW LONG _____

NAME OF APPLICANT #2 _____

DATE OF BIRTH _____ SOCIAL SECURITY / PASSPORT # _____

E-MAIL ADDRESS _____

EMPLOYED BY _____ HOW LONG _____

TOTAL NUMBER OF OCCUPANTS _____ ADULTS (18 YEARS OR OLDER) _____ CHILDREN (UNDER AGE 18) _____

IN CASE OF EMERGENCY, NOTIFY _____

RELATIONSHIP _____ PHONE# _____

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VEHICLE INFORMATION

UNIT # _____

NAME _____ TELEPHONE # _____

NAME _____ TELEPHONE # _____

VEHICLE #1

YEAR _____ MAKE _____ MODEL _____ COLOR _____

TAG / PLATE # _____ STATE _____

ASSIGNED DECAL # (OFFICE) _____

VEHICLE #2

YEAR _____ MAKE _____ MODEL _____ COLOR _____

TAG / PLATE # _____ STATE _____

ASSIGNED DECAL # (OFFICE) _____

VEHICLE #3

YEAR _____ MAKE _____ MODEL _____ COLOR _____

TAG / PLATE # _____ STATE _____

ASSIGNED DECAL # (OFFICE) _____

VEHICLE #4

YEAR _____ MAKE _____ MODEL _____ COLOR _____

TAG / PLATE # _____ STATE _____

ASSIGNED DECAL # (OFFICE) _____

****NO OVERSIZED OR UNSIGHTLY VEHICLES WILL BE APPROVED FOR PARKING PERMITS. NO COMMERCIAL VEHICLES, MOTORCYCLES, MO-PEDS, RV'S, MOBILE HOMES, BOATS OR TRAILER ARE TO BE PARKED ON CONDOMINIUM PROPERTY.**

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ANIMAL REGISTRATION FORM

UNIT # _____ APPLICANT NAME _____

CAT _____ OR DOG _____ BREED _____ WEIGHT _____

RABIES VACCINATION DATE _____ TAG/MICROCHIP # _____

***YOU MUST PROVIDE DOCUMENTATION FOR THE ABOVE MENTIONED INFORMATION**

POLICY, RULES AND REGULATIONS

- No unit is permitted to have more than one (1) cat or dog
- Weight of pet fully grown must not exceed fifteen (15) pounds.
- The pet must wear a tag at all times
- Dogs are not allowed to run free and must be kept on a leash.
- Cats are not allowed to run free and must be kept indoors at all times.
- No pet is allowed to be tied up outside a unit on Common Grounds or left unattended on porched, patios or at the main entrances of the unit.
- No resident shall keep, harbor or maintain an animal which barks or cries so as to disturb the peace.
- Owners of all pets left alone must keep unit windows and doors closed.
- ALL DROPPINGS MUST BE CLEANED UP IMMEDIATELY

***I ACKNOWLEDGE THAT I HAVE READ THE ABOVE POLICIES, RULES AND REGULATIONS. I UNDERSTAND THAT THEY ARE STRICTLY ENFORCED BY THE ASSOCIATION AND AGREE TO ABIDE BY THEM.**

SIGNATURE

DATE

SIGNATURE

DATE

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PARENTAL RESPONSIBILITY FORM

UNIT # _____ PARENT APPLICANT _____

CHILDREN:

NAME _____ AGE _____

NAME _____ AGE _____

NAME _____ AGE _____

Although Midport Place I is a family-oriented community, there exist certain conditions of which you should be aware. It is recommended that you consider the following when contemplating buying or leasing in Midport Place I.

PLEASE BE ADVISED

1. There are no playgrounds or other facilities for children in Midport Place I. Children are not allowed to play in parking lots. When children are playing outside, they are to be under the supervision of an adult (18 years of age or older) at all times.
2. Adult supervision is limited to three (3) children.
3. Parents shall be responsible for all actions of their children at all times in and on the Condominium Properties.
4. Ball playing is not permitted.
5. The association accepts no liability for any of the above.

If you are a working parent, please indicate who will be responsible for your child / children from the time they get home from school until you get home.

NAME _____ PHONE _____

I / We have read the above and agree to abide by the rules set forth.

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

ADVANTAGE PROPERTY MANAGEMENT

ASSOCIATION: MIDPORT PLACE I

PERSONAL INFORMATION NEEDED FOR BACKGROUND CHECK

Please supply the following information to facilitate a background check on you.

_____	_____	_____	____-____-____	____/____/____
Last Name	First Name	Middle Name	Social Security Number	Date of Birth
Other Name(s) Maiden/Married _____		Driver's License Number _____		State _____
Email Address _____				

Date of Birth ____/____/____	Telephone (____) _____
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**DISCLOSURE REGARDING
BACKGROUND INVESTIGATION**

Advantage Property Management ("the Company") may obtain a "consumer report" about you from a consumer reporting agency for employment purposes. A "consumer" report is a background screening report that may contain information regarding your criminal history, driving history, and other information about you. It may bear upon your character, general reputation, personal characteristics, and/or mode of living.

AUTHORIZATION REGARDING BACKGROUND INVESTIGATION

By signing below, I acknowledge receipt of the following separate documents (and certify that I have read and understood them):

- DISCLOSURE REGARDING BACKGROUND INVESTIGATION;
- A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT; and
- ADDITIONAL STATE LAW NOTICES.

By signing below, I also authorize _____ to obtain "consumer reports" (deemed "investigative consumer reports" under California law) about me at any time during the hiring process and throughout my employment, if applicable.

Signature: _____ Date: _____

Printed Name: _____