

SAINT HUGH OAKS VILLAGE ASSOCIATION, INC.

INSTRUCTIONS FOR APPLICATION FOR LEASE REQUEST

DUE TO THE CORONAVIRUS (COVID-19) WE ARE NOT ACCEPTING ANYONE TO VISIT OUR OFFICE. EVERYTHING MUST BE DONE VIA EMAIL, MAIL & PHONE.

1. Type or print all information being requested in Application Request legibly, with accuracy and completeness.
2. If the property is bank owned or was purchased through foreclosure auction by the current Owner, please include a Certificate Of Title with this Application Request.
3. Email this Request and ALL future communications to Info@EmpirePropertyMGMT.net Payment for this Application Request is nonrefundable and must be in money order, or cashiers' checks made payable to: Empire Property Management, LLC send to 12 SE 4th RD Homestead, FL 33030. **If you would like to pay electronically, please send an email requesting the electronic payment option.**
4. Please provide the following documentation with this Application Request:
 - Application Request payment pursuant to services selected herein
 - A copy of the lease contract
 - A copy of the driver's license/ passport/ government issued identification and social security card or alien registration card for each individual that is seeking to occupy and/or hold title to the property
 - Marriage certificate for married couple
 - A picture of the pet and applicable vaccination documentation
 - One Application For Occupancy Form per married couple or for each unmarried individual that is seeking to occupy and/or hold title to the property
 - One Authorization To Release & Use Information signed form per married couple or for each unmarried individual that is seeking to occupy and/or hold title to the property
 - One Amendment To Lease Contract signed form per married couple or for each unmarried individual that is seeking to occupy the property under a lease/rent contract
 - Association Rules & Regulations with initials at the bottom of every page by each applicant
 - The Association will conduct an interview of all the applicants.**

DISCLOSURES FOR APPLICATION FOR OCCUPANCY REQUEST

1. If Application Request and/or Application Form is not properly completed, processing may be delayed. Pursuant to Florida Statutes any inconsistencies that may cause a delay in the Application Request will be communicated within 15 calendar days from submission.
2. Any Application Request received after 12pm Thursday will be marked received the following Monday.
3. All information provided by requesting party is being used as a basis for consideration of approval. Any misstatement of facts, and/or omission of any relevant information shall constitute a violation of the application procedure and may cause Application Request to be terminated or denied.
4. If this Application Request is being made in connection with a purchase transaction, please note that requesting party MUST also submit a separate Estoppel Request.
5. ALL other requests and or inquiries for information not already provided in the Application Form MUST be made by submitting a Questionnaire Request. No other request or inquiries will be satisfied without a Questionnaire Request.
6. The Application Request will be exclusively satisfied with the Application For Occupancy Form, Authorization To Release & Use Information, and Amendment To Lease/Rent Contract attached hereto.
7. Pursuant to Florida Statutes a disapproval or denial of this Application For Occupancy will be communicated in writing within 60 calendar days from submission.



EMPIRE PROPERTY
MANAGEMENT

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8. A public records (background) search will be conducted using the information provided in the Application Form. Any resulting report from said search will not be released to requesting party or any individual that is seeking to occupy and/or hold title to the property, and/or their respective legal representatives.
9. Empire Property Management, LLC will not accept, nor is it under any obligation to accept reports or information of public records (background) search procured or provided by requesting party.
10. Request and inclusion of pet information does NOT imply or communicate that possessing a pet or the occupation of a pet is authorized (or approved) in the Association. Tenant and/or Buyer should perform due diligence or seek professional counsel to make this determination.
11. Request and inclusion of multiple vehicle information does NOT imply or communicate that parking space will be provided for multiple vehicles. Tenant and/or Buyer should perform due diligence or seek professional counsel to make the determination of how many parking spaces are being provided and if designated spaces exists.
12. If this Application Request is being made in connection with a purchase transaction, any delays in submitting completed HUD1 Closing Statement and Deed may result in collection action appropriately enforced pursuant to the Association's collection policy against the Buyer.
13. By submitting payment for this Application Request the requesting party acknowledges and agrees to perform the instructions as provided herein, and acknowledges and agrees with the disclosures provided for herein.
14. There are only two assigned parking spaces.

(Select As Applicable)

SERVICES:	FEE:	TIME FRAME:
<input checked="" type="checkbox"/> Application Service	\$150 Fee Per Unmarried Individual Or Per Married Couple (with married certificate) (non-refundable)	30 Calendar Days Processing Time (Florida Statutes: 45 Calendar Days) (No exception)
<input type="checkbox"/> Rush Service (Limited Availability)	\$95 Additional Fee Not Available For All Requests (non-refundable)	15 Calendar Days Processing Time (No exception)

Please provide the association name, property address, owner (seller), and renter:

Association Name: _____

Property Address: _____

Owner (Seller) Name: _____

Tenant Name: _____

Buyer Name: _____

Closing Date: _____

Below provide the contact information with which to submit any communication regarding this Application Request:

Name: _____

Address: _____

Telephone: _____

Email: _____

RECEIVED: _____ COMPLETED: _____ CHECK #: _____ AMOUNT: _____
 COMPLETED BY: _____ SIGNATURE: _____



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APPLICATION FOR OCCUPANCY FORM

Application Date: _____ Lease []

Association Name: _____

Property Address: _____ Unit #: _____

OCCUPANT INFORMATION

Number Of Occupants: Individuals (Over 18): _____ Married [] Unmarried [] Children: _____

Name: _____ Social Security Number: _____

Date of Birth: _____ Telephone Number: _____ Mobile: _____

Email Address: _____

Spouse Name: _____ Social Security Number: _____

Date of Birth: _____ Telephone Number: _____ Mobile: _____

Email Address: _____

Child Name: _____ Social Security Number: _____

Date of Birth: _____ Telephone Number: _____ N/A _____ Mobile: _____ N/A _____

Child Name: _____ Social Security Number: _____

Date of Birth: _____ Telephone Number: _____ N/A _____ Mobile: _____ N/A _____

Pet Name: _____ Species (Dog or Cat): _____

Breed: _____ Color: _____ Weight: _____

*Must include copy of most recent vaccines records & a picture of the pet with this application.



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VEHICLE INFORMATION

(Only two parking spaces are assigned & two cars allowed. NO EXCEPTIONS)
NO COMMERCIAL VEHICLES ALLOWED. NO EXCEPTIONS

Make: _____ Model: _____ Year: _____

Color: _____ Plate: _____ State: _____

Make: _____ Model: _____ Year: _____

Color: _____ Plate: _____ State: _____

DISCLOSURE: Request and inclusion of multiple vehicle information does NOT imply or communicate that parking space will be provided for multiple vehicles. Tenant and/or Buyer should perform due diligence or seek professional counsel to make the determination of how many parking spaces are being provided and if designated spaces exists.

RESIDENCE HISTORY

(Provide 2+ Years Of History)

Present Address: _____
House, Street, & Unit City State Zip Code

Landlord/Mortgage Name: _____

Telephone Number: _____ Rent [] Own [] Years at address: _____

Previous Address: _____
House, Street, & Unit City State Zip Code

Landlord/Mortgage Name: _____

Telephone Number: _____ Rent [] Own [] Years at address: _____

Previous Address: _____
House, Street, & Unit City State Zip Code

Landlord/Mortgage Name: _____

Telephone Number: _____ Rent [] Own [] Years at address: _____



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EMPLOYMENT REFERENCE

Employer Name: _____ Telephone Number: _____

Position: _____ Duration: _____ Annual Income: _____

Employer Name: _____ Telephone Number: _____

Position: _____ Duration: _____ Annual Income: _____

Employer Name: _____ Telephone Number: _____

Position: _____ Duration: _____ Annual Income: _____

CHARACTER REFERENCE

Name: _____ Telephone Number: _____

Present Address: _____
House, Street, & Unit City State Zip Code

Name: _____ Telephone Number: _____

Present Address: _____
House, Street, & Unit City State Zip Code

Name: _____ Telephone Number: _____

Present Address: _____
House, Street, & Unit City State Zip Code



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SAINT HUGH OAKS VILLAGE ASSOCIATION, INC.

AUTHORIZATION TO RELEASE & USE INFORMATION

I acknowledge and agree with the Instructions and Disclosures as provided in the Application For Occupancy Request and Application For Occupancy Form provided by Empire Property Management, LLC; and to comply with the Application For Occupancy process and its results.

I acknowledge and agree to release any or all information provided in the Application For Occupancy Form to Empire Property Management, LLC, the named Association and its legal representatives, and any service provider used by Empire Property Management, LLC to aid or carry out a public records (background) search, and/or credit rating report.

I acknowledge and agree to authorize Empire Property Management, LLC to conduct a public records (background) search, and request a credit rating report from a credit rating agency using any and all information provided in the Application For Occupancy Form and/or any other information or documentation provided to Empire Property Management, LLC.

I acknowledge and agree that Empire Property Management, LLC is not responsible for the final decision of occupancy whether or not it is approved or denied. I acknowledge and agree to now and forever release Empire Property Management, LLC of any and all any liabilities, expenses, damages, costs, penalties, fines, fees, losses, demands, actions and causes of action, suits, debts, dues, sums of money, accounts, reckonings, benefits, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, obligations, executions, claims, and attorneys' fees and associated costs (whether pre-trial, at trial, mediation or at arbitration and/or in connection with any appeals), known or unknown, absolute or contingent, in law or equity, incurred, sustained, arising out of or connection with the public records (background) search, the credit rating report, Application For Occupancy Request, Application For Occupancy Form, this Authorization To Release & Use Information, and the Amendment To Lease/Rent Contract and their related use.

Association Name: _____

Property Address: _____

Name: _____ Social Security Number: _____

Signature: _____ Date: _____

Spouse Name: _____ Social Security Number: _____

Signature: _____ Date: _____



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SAINT HUGH OAKS VILLAGE ASSOCIATION, INC.

AMENDMENT TO LEASE/RENT CONTRACT

Property Address: _____

IN CONSIDERATION, for the approval occupancy of the ("Property") herein identified by Property Address and stated above, and other good and valuable consideration, the receipt and adequacy of which the parties hereby acknowledge the parties agree hereby agree to the following:

If Lessor/Owner ("Owner") becomes delinquent in the payment of any regular or special assessment, reserves, cable tv service, late fees, interest, attorney's fees and/or costs, fines, and/or any other amounts and/or collection fees and/or costs due to the herein named Association, said amounts shall be collectively or individually referred to ("Delinquent Balance"). In the event the Owner shall accrue a Delinquent Balance and it continues unpaid for a period of thirty (30) days, the Lessee/Renter ("Tenant") upon receiving written notice of such Delinquent Balance from the Association or its agent shall pay the full amount of the Delinquent Balance by monthly installment to the Association. Said monthly installment will not exceed the monthly lease/rent amount Tenant agreed to pay under the Lease/Rent Contract ("Contract"). All amounts will be made payable to the Association and remitted to the payment address provided upon duly delivered notice until the full amount is paid to cure the Delinquent Balance. Tenant shall resume normal lease/rent payment remittance instructions pursuant to the Contract upon receipt from the Association a notice of satisfaction of said Delinquent Balance.

Owner and Tenant both acknowledge and agree that Tenant's compliance with the Association's demand to cure any of Owner's Delinquent Balance will not constitute a default or breach of any kind in the Contract. Additionally, the Owner understands and agrees not to seek any legal, administrative, or eviction action of any kind against Tenant if Tenant is complying with the Association's demand for payment of Owner's Delinquent Balance.

The collection of Delinquent Balance from the Tenant shall not be deemed an election of remedies, and the Association may still proceed with any remedy in accordance with the governing documents and Florida Statutes, including but not limited to: the filing of a claim of lien, the filing of a foreclosure action, and/or any action to pursue a money judgment against the Owner.

Tenant acknowledges and agrees to comply with all applicable Florida Statutes, local ordinances, Association's governing documents which may include rules, regulations, declaration of condominium, covenant of restrictions, bylaws, and/or any other document that establishes restrictions, standards, guidelines, or codes that govern the conduct of the individual (s) whom own or occupy the Property.

FAILURE TO FULLY COMPLY WITH THE PROVISIONS OF THIS ADDENDUM WILL RESULT IN LEGAL ACTION AGAINST OWNER and/or TENANT. Owner and Tenant both acknowledge and agree that they shall be held jointly and severally liable for any acts or omissions by the Tenant. Furthermore, Owner and Tenant hereby acknowledge and agree that failure to abide the provisions of this Addendum may result in the loss of any funds which may have been provided to the Association at the execution of the Contract and/or Addendum, and eviction of the Tenant from the Property. Owner shall be liable for all costs and attorney's fees incurred as a result of such eviction action and/or any other action the Association deems necessary to enforce all provisions of this Addendum. Nothing contained herein shall be deemed to obligate the Association to commence eviction proceedings against Tenant or to preclude the Association from pursuing any other available legal remedies under law.

Association Board Member [], Owner [] [], and Tenant [] [] acknowledge receipt of this page, which is Page 1 of 2



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In the event that this Addendum conflicts with, varies, or modifies the terms and provisions of the Contract, this Addendum will be enforceable and override any conflicting provisions in the Contract. This Addendum hereby binds the Owner and Tenant and is deemed fully enforceable upon execution

Owner: _____

Signature: _____ Date: _____

Owner: _____

Signature: _____ Date: _____

Tenant: _____

Signature: _____ Date: _____

Tenant: _____

Signature: _____ Date: _____

Association Board Member: _____

Signature: _____ Date: _____

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*** OWNER IS RESPONSIBLE FOR ALL DAMAGES CAUSED BY THE TENANTS TO THE ASSOCIATION PROPERTY AND ANY OTHER ASSOCIATION RELATED DAMAGES.**

***** Owner Signature: _____ Date: _____**

***** Owner Signature: _____ Date: _____**



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RULES AND REGULATIONS

FOR

ST. HUGH OAKS VILLAGE CONDOMINIUM ASSOCIATION, INC.

The following Rules and Regulations supplement those contained in the Declaration of Condominium for Saint Hugh Oaks Village, a condominium. They are applicable to all occupants of Units as well as to Unit Owners.

1. No carts, bicycles, carriages, chairs, tables or other similar objects shall be stored in entrance ways or on the Common Elements.

2. Each Unit Owner's personal property must be stored within the Unit or within a garage or carport, if any.

3. The Common Elements shall not be obstructed, littered, defaced, or misused in any manner.

4. No articles except suitable furniture, plants and planters shall be placed on terraces, patios or similar areas.

5. Neither rugs, laundry nor any other article(s) shall be shaken or hung from windows, doors, terraces or exterior walls.

6. Garbage and other refuse shall be placed only in designated areas.

7. Pets shall not be permitted to become nuisances to Unit Owners or occupants of Units and are subject to removal from the Condominium Property at the discretion of the Board of Administration after a hearing conducted in the same manner as hearings for fines.

8. Pets, birds and fish shall neither be kept nor maintained in or about the Condominium Property, except in accordance with the provisions of the Declaration of Condominium and the following:

(a) No Unit Owner shall own or possess more than one (1) domesticated dog weighing no more than one hundred (100) pounds, or one domesticated cat.

(b) No dog or cat shall be permitted outside of each Condominium Parcel unless attended by an adult and on a leash not more than six (6) feet long.

(c) Each Unit Owner shall immediately scoop up any excrement deposited on the Condominium Property by a dog or cat owned by a Unit Owner, or a tenant, guest or employee of a Unit Owner.

(d) No more than two (2) small domesticated birds may be kept in each Unit. No domesticated birds of a variety which will omit sounds that can be heard in other Units may be kept by a Unit Owner, or his or her tenant, guest or employee of a Unit Owner, on each Condominium Parcel.

(e) No fish tanks may exceed a 55 gallon capacity. A Unit Owner, or his or her tenant, guest or employee, shall be limited to one fish tank on each Condominium Parcel.

(f) Pets are not permitted on any part of the Common Elements, except when they are leashed and being walked or transported directly off the Condominium Property or directly to their Owner's Unit. No pets are permitted in the recreation areas or facilities.

9. Employees of the Association are not to be engaged by Unit Owners for personal errands which are not within the scope of the applicable employee's duties. The Board of Administration, through a management company engaged by the Association, if any, shall be solely responsible for directing and supervising the Association's employees.

10. No Unit Owner shall make disturbing noises in his or her Building or permit his family, servants, employees, agents, visitors or licensees to do so. In particular, no Unit Owner shall play, or permit to be played in his or her Unit or on the Common Elements appurtenant to it, any musical instrument, phonograph, television, radio or the like in a way that unreasonably disturbs or annoys other Unit Owners or occupants.

11. No radio or television installation or other electric equipment shall be permitted in any Unit if it interferes with the television or radio reception of another Unit.

12. With the exception of signs used or approved by the Developer, no signs, advertisements, notices or lettering may be exhibited, displayed, inscribed, painted or affixed in, or upon any part of the Common Elements or any part of a Unit so as to be part of the Common Elements or any part of a Unit so as to be visible outside the Unit without the prior consent of the Association and the Architectural Control Committee. Additionally, no awning, canopy, shutter, air conditioning unit or other projection shall be attached to, hung, displayed or placed upon the outside walls, doors, windows, roof or other portions of each Building or on the Common Elements without the prior consent of the Association and the Architectural Control Committee.

13. The Association may retain a pass-key to all Residential Units. No Residential Unit Owner shall alter any lock, nor install any new lock, without notice to the Board of Administration, and the Unit Owner shall provide the Association with an additional

key.

14. No flammable, combustible or explosive fluids, chemicals or other substances may be kept in any Unit or on the Common Elements, except such as are normally used for household purposes.

15. A Unit Owner who plans to be absent during the hurricane season must prepare his or her Unit prior to his or her departure by designating a responsible firm or individual to care for his or her Unit should the Unit suffer hurricane damage, and furnishing the Association with the name(s) of that firm or individual.

16. Food and beverage may not be consumed on the Common Elements except as specifically permitted by the Board of Administration.

17. Only curtains, drapes and other window coverings, including their linings, shall be used to cover exterior windows or glass doors of each Unit. No bed sheets shall be used to cover exterior windows or glass doors of each Unit.

18. No aluminum foil may be placed in any window or glass door of each Unit, and no reflective substance previously approved by the Board of Administration for energy conservation purposes.

19. No exterior antennae shall be permitted on the Condominium Property, provided that the Developer shall have the right, but not the obligation, to install and maintain community antennae, radio and television lines and security system, as well as communication systems.

20. Children shall be the direct responsibility of their parents or legal guardians who must supervise them while they are within the Condominium Property. Full compliance with these Rules and Regulations and all other rules and regulations of the Association shall be required of children, their parents or legal guardians.

21. No boats, trucks over 3/4 tons, commercial vehicles, trailers, recreational vehicles or other motor vehicles, except four-wheel passenger automobiles or vans, as determined by the Board shall be placed, parked or stored upon the Condominium Property or in the Common Elements for a period of more than four hours, unless such vehicle is necessary in the actual construction or repair of a structure or for ground maintenance, nor shall any maintenance or repair be performed upon any boat or motor vehicle not owned or controlled by the Association, except within a building where totally isolated from public view.

22. Every residential Unit Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and

the provisions of the Declaration of Condominium, By-Laws and Articles of Incorporation of the Association, all as amended from time to time, to the extent applicable. Failure of a Residential Unit Owner or occupant to comply shall be grounds for legal action which may include, without limitation, an action to recover sums due for damages, an action for injunctive relief, and any combination of such actions.

In addition to all other remedies, in the sole discretion of the Board of Administration, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration of Condominium, Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner or occupant of the reported or alleged infraction or infractions. Included in the notice shall be a date and time of the next Board of Administration's meeting at which time the Owner or occupant shall present reasons why a fine should not be imposed. The Owner or occupant may be represented by counsel and may cross-examine witnesses.

(b) Hearing: The non-compliance shall be presented to the Board of Administration and a Committee of Unit Owners formed for that purpose. Then, the Board of Administration and the Committee shall hear reasons why a fine should not be imposed. A written decision of the Board of Administration and the Committee shall be submitted to the Owner or occupant by no later than twenty-one (21) days after the Board of Administration's meeting.

(c) Amount: The Board of Administration may impose a fine against the applicable person in such amount as may be permitted by the Association's By-Laws and by law.

(d) Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.

(e) Application of Fines: All monies received from fines shall be allocated as directed by the Board of Administration.

(f) Infractions: Each day an infraction or violation occurs after the applicable party has received notice thereof shall be deemed to be a new infraction or violation.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the Offering Owner or occupant shall be deducted from or offset against any damages

which the Association may otherwise be entitled to recover by law from such Owner.

23. These Rules and Regulations shall not apply to the Developer, to the Developer's agents, employees or contractors, or to Units owned by the Developer until they are conveyed. They shall apply, however, to all other Owners and occupants of Residential Units. The Board of Administration may, but need not, grant relief to one or more Unit Owners and occupants of Residential Units. The Board of Administration may, but need not, grant relief to one or more Unit Owners from specific rules and regulations upon written request for such relief and good cause shown, as determined by the Board in its sole discretion.

CLERK NOTE:
FOR CONDOMINIUM PLANS SEE OFFICIAL
RECORDS CONDOMINIUM PLANS BK. 266 PAGE 13

HARVEY RUVIN, CLERK
CIRCUIT & COUNTY COURTS
BY Dreste Charko, C.

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED

HARVEY RUVIN,
Clerk of Circuit & County
Courts