

HIGH POINT COMMUNITY PROPERTY OWNERS, INC.

An Age 55 & Older Community

8008 Baltic Street
Brooksville, Florida 34613
E Mail: retireflorida.org
Phone: (352) 596-2397
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High Point is an **Age 55+ Community** wherein age restrictions apply! Prospective occupants must be approved to reside in this community. This requires a mandatory background check be done ***prior to moving in.***

- Prospective occupants must provide proof at least one member of the household is age 55 or older. Children under 18 years of age are not permitted except as temporary guests. Exceptions require written approval from the Board of Directors.
- Prospective owner/occupants must complete a background check form. Only one application and processing fee is required when prospective owners/occupants are married to one another. Unmarried adults occupying the property must submit separate applications. A \$100.00 processing fee is required for each application submitted, payable to HPCPO, Inc. with copies of Driver's Licenses or Florida ID for all parties. Renters/occupants applying for a background check, must pay by cash, certified check or money order only.
- Background checks can take one to two weeks to process. They cover employment history; criminal history; credit history; previous tenancy history and character references. This confidential data is not shared with landlords.
- **No occupancy is permitted before approval is given. Other occupants may not join the household on a permanent basis without a background check and written approval from this association. (Excludes temporary guests who may visit up to 30 days in a calendar year.)**
- Landlords who allow unapproved tenants to occupy a property are subject to ***a fine of \$100.00 per month until compliance is achieved or the occupants are evicted.***
- Landlords must insure prospective occupants receive a copy of High Point's Restrictions and will insure tenants comply with said restrictions.
- **Be certain to provide all data requested.** Failure to provide such data may result in automatic disqualification or delay the approval process.

**High Point Community Property Owners, Inc.
Restriction Agreement**

THIS AGREEMENT is hereby entered between High Point Community Property Owners, Inc. and _____ and _____.

WHEREAS, purchaser/renter/occupant is in the process of occupying a unit in the High Point Mobile Home Subdivision, as governed by the Amended and Restated Restrictions and Covenants recorded at Official Records Book 1312, Page 1634, Public Records of Hernando County, Florida, and subsequently amended ("the Declaration"); and

WHEREAS, Article 15(d) of the Declaration, as amended, requires that at least one occupant of each unit be 55 years of age and order, and that all permanent occupants must be at least eighteen (18) years of age;

NOW, THEREFORE, the parties agree as follows:

1. Purchaser/Renter/Occupant understands and agrees that by approving the sale of the unit to Purchaser the Association is not waiving any of the restrictions, which apply to the use of the property.
2. Further, Purchaser/Renter/Occupant understands and agrees that in connection with any permanent occupancy of the property, at least one occupant must be 55 years of age or older, and no permanent occupants can be eighteen (18) years of age or younger.
3. Additionally, Purchaser/Renter/Occupant understands and agrees that children under eighteen (18) years of age may only occupy a unit as a "temporary guest" for a maximum of thirty (30) days in a calendar year, or thirty (30) consecutive days.
4. Purchaser/Renter/Occupant understands and agrees that the above restrictions are applicable and enforceable, and agrees to comply with such restrictions in connection with the use and occupancy of the property. In the event of non-compliance, Purchaser/Renter/Occupant understands and agrees that the Association will be entitled to recover all costs and attorneys' fees incurred in connection with any enforcement proceedings.
5. Purchaser/Renter/Occupant understands that By-Laws & Restrictions govern this community and agree that they have read and will abide by same.

PURCHASER/RENTER/OCCUPANT

Signature

Date

Signature

Date

Date: _____

Account # _____

High Point Community Property Owners, Inc. Renter/Occupant Application Form

High Point is an age 55 and older community. Housing for Older Persons Laws apply, which require detailed documentation to verify occupancy requirements are met. Prospective owners must submit this application form prior to completion of the sale or transfer of property. Renters/occupants must submit this application form prior to occupying home.

List names and ages of prospective Renter/Occupant.

Names: _____ Age: _____

Names: _____ Age: _____

Names: _____ Age: _____

Property Address: _____

Planned date of occupancy: _____

I will lease the home from _____ to _____

Note: At least one occupant in the household must be age 55 or older. Children under 18 are not permitted to reside here except as temporary guests. Having read this, do you require exception to live here?

Check one: Yes No

Please provide a copy of a driver's license, birth certificate, passport, etc. for all occupants.

Type of documentation provided: _____

I/We acknowledge being advised that High Point is an Age 55+ community wherein age restrictions apply and are enforced.

Signature: _____ Phone/Cell#: _____

Email: _____

Signature: _____ Phone/Cell#: _____

Email: _____

INSTRUCTIONS:

- 1 -All applicants are processed as separate investigations.
- 2 -Print legibly or type all information. Account and telephone numbers and complete addresses are required.
- 3 -If any question is not answered or left blank, this application may be returned, not processed or not approved.
- 4 -Missing information will cause delays in processing your application.
- 5 -Any misrepresentation, falsification or omission of information may result in your disqualification.
- 6 - Only the applicants are authorized to sign all forms on page 2.

APPLICATION FOR OCCUPANCY/APPROVAL

PRINT OR TYPE (Use Black Ink)

Purchase _____ or Lease _____ (How long)

Apt. No. _____ Bldg No. _____ Special Address or Unit _____

Date _____ 20 _____ Desired date of occupancy _____

Name (Mr./Mrs./Ms.) _____ Date of Birth _____ Soc. Sec No. _____

(mm/dd/yy) (Passport, Alien, Green Card, Social Insurance No.)

Spouse (Mr./Mrs./Ms.) _____ Date of Birth _____ Soc. Sec No. _____

(mm/dd/yy) (Passport, Alien, Green Card, Social Insurance No.)

[] Sngl. [] Married [] Widow(er) [] Sep. _____ [] Div. _____ Maiden Name _____

(How long) (How long)

Number of people who will occupy. Adults (over age 18) _____ Children (over 18) _____ Children (under 18) _____

Names & ages of children who will occupy: _____

Description of Pets (Breed, Size, Color, Weight, Etc.) _____

In case of emergency notify: _____

Name

Address

Telephone

PRINT OR TYPE (Use Black Ink)

RESIDENCE HISTORY

A. Present Address _____ Phone (____) _____

(Street Address, Apt No., City, State, Zip)

Name of Apt. /Condo _____ Phone (____) _____ Dates of Residency _____

Name of Landlord or Mortgage Co. _____ Phone (____) _____

Address _____ Mtg. No. _____

B. Previous Address _____ Your Apt No. _____

(Street Address, Apt No., City, State, Zip)

Name of Apt. /Condo _____ Phone (____) _____ Dates of Residency _____

Name of Landlord or Mortgage Co. _____ Phone (____) _____

Address _____ Mtg. No. _____

C. Prior Address _____ Your Apt No. _____

(Street Address, Apt No., City, State, Zip)

Name of Apt. /Condo _____ Phone (____) _____ Dates of Residency _____

Name of Landlord or Mortgage Co. _____ Phone (____) _____

Address _____ Mtg. No. _____

PRINT OR TYPE (Use Black Ink)

EMPLOYMENT & BANK REFERENCES

A. Employed By (Business Name) _____ Phone (____) _____

(or retired from)

How long _____ Dept. or Position _____ Mo. Income _____

Address _____ Zip _____

B. Spouse's Employment (Business Name) _____ Phone (____) _____

(or retired from)

How long _____ Dept. or Position _____ Mo. Income _____

Address _____ Zip _____

C. Bank Reference _____ Phone (____) _____

How long _____ Ck. Acct. No. _____ Sav. Acct. No. _____

Address _____ Zip _____

D. Bank Reference _____ Phone (____) _____

How long _____ Ck. Acct. No. _____ Sav. Acct. No. _____

Address _____ Zip _____

PRINT OR TYPE (Use Black Ink)

CHARACTER REFERENCES

1. _____
Name _____ *Address* _____ *Phone (Residential & Office)* _____

2. _____
Name _____ *Address* _____ *Phone (Residential & Office)* _____

3. _____
Name _____ *Address* _____ *Phone (Residential & Office)* _____

Driver's Lic. No. #1 _____ #2 _____ State _____

Make _____ Model _____ Year _____ Plate No. _____ Color _____ State _____

Make _____ Model _____ Year _____ Plate No. _____ Color _____ State _____

If this application is NOT legible or is not completely and accurately filled out, Applicant Information (and 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 applicant recognizes that the Association or their agent, Applicant Information may investigate the information supplied by the applicant and a full disclosure of pertinent facts may be made to the Association. The investigation may be made of the applicant's character, general reputation, personal characteristics, credit standing, criminal background and mode of living as applicable. I may request, in writing, within a reasonable time, a complete and accurate disclosure of the nature and scope of any investigation.

Signature _____ Applicant Signature _____ Applicant's Spouse

APPLICANT(S): Most banks, financial institutions, mortgage companies and employers require your signature and name printed. Make sure Authorization Form is completed as indicated.

AUTHORIZATION TO RELEASE BANKING, CREDIT, RESIDENCE, EMPLOYMENT, AND CRIMINAL BACKGROUND

I have named you as a reference on my application for residency.

You are hereby authorized to release and give to the below mentioned party(s) or their Attorney or Representative, any and all information they request concerning my banking, credit, residence, employment, and background in reference with my /our application made for residency.

DESIGNATED PARTY: APPLICANT INFORMATION

I hereby waive any privileges I may have with respect to the said information in reference to its release to the aforesaid party(s).

Photocopies of this Authorization may be made to facilitate multiple inquiries. In the event you do receive a photocopy of this Authorization, it should be treated as an original and the requested information should be released to facilitate my/our application for residency.

 (Applicant's Signature)

 (Applicant's Name Printed)

 (Spouse's Signature)

 (Spouse's Name Printed)

DATE _____

LEASE ADDENDUM AGREEMENT

THIS AGREEMENT is made and entered into on _____,
20___, between High Point Community Property Owners Association, Inc., (hereinafter referred
to as "Association") and _____, whose mailing
address is _____ (hereinafter referred to as
"Owner"); and _____ (hereinafter referred
to as "Tenant").

WHEREAS, Owner is the Owner of (property address) _____
located in High Point, which is governed by that certain Amended and Restated Restrictions and
Covenants originally recorded in Official Records Book 1312, Page 1631, Hernando County
Public Records;

WHEREAS, Owner wishes to lease said Unit to Tenant for a lease term commencing on
_____ and expiring on _____; and

WHEREAS, Tenant seeks to take possession under such lease; and

WHEREAS, the foregoing Declaration permits the Association to condition such lease
upon execution and delivery of a lease, and/or lease addendum, containing certain provisions to
protect the Association and residents within the community from certain events associated with
the lease; and

WHEREAS, this Lease Addendum has been adopted by the Board of Directors of the
Association, as a document meeting the terms of the Declaration under such provision.

NOW, THEREFORE, in consideration of the association approving the lease of such
Unit by Owner to Tenant, and for such other good and valuable consideration, the receipt and
sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Owner will furnish the executed Lease Agreement and this Lease Addendum to the
Association prior to occupancy of Tenant. Tenant agrees not to occupy the premises until
its delivery.
2. Tenants' lease and occupancy of the Unit is conditioned upon Tenants' compliance with:
 - (a) All terms and conditions contained within the Declaration of Condominium above
described as existing on the date hereof;
 - (b) The Articles of Incorporation and By-Laws of the Association;
 - (c) All Rules and Regulations duly adopted by the Association and/or the
membership, governing the Association; and
 - (d) All applicable laws and ordinances including, but not limited to, the
landlord/tenant laws of the State of Florida and Chapter 617, Florida Statutes, as
all may be amended from time to time.
3. Tenant shall not sublet the Unit without prior written approval of the Association.
4. Owner acknowledges that he/she is responsible for the actions of his/her Tenant(s) and
shall be responsible to insure that Tenant(s) comply with all of the governing documents,

rules, and laws above described, including responsibility for any damages which may arise from Tenants' noncompliance.

5. Owners irrevocably appoints the Association as his/her agent or attorney-in-fact in his/her place and stead to terminate the tenancy of the Tenant(s) and evict them if said tenant(s) violate any of the requirements described in paragraph (2) hereof. The determination of whether a violation has occurred shall be within the sole discretion of the Board of Directors. Owner acknowledges his/her liability, under this document, for all costs and reasonable attorney's fees incurred by the Association in connection with the termination of the lease or tenancy and the ejection, should such action be required by the Association.
6. This lease addendum shall not obligate the Association to commence such proceedings against a noncomplying tenant, nor shall it relieve the Owner of his/her obligation to terminate the lease and evict the Tenant(s) for any of the above-described violations upon demand of the Association.
7. It is agreed by all parties hereto that should Owner at any time become delinquent in the payment of any sums and assessments due to the Association during the term of the Lease Agreement, upon written demand by the Association, Tenant shall pay rental payments directly to the Association until such time as it is notified that sums and assessments due to the Association by Owner are current. Association is hereby granted the full right and authority to demand and receive the entire rent due from the Tenant and deduct from the rent all assessments, interest, late charges and attorney's fees and costs, if any, due to the Association. The balance, if any, shall be forwarded to the Owner at such address as the Owner may designate in writing. At such time as the delinquency no longer exists, the Association shall cease the demand and payments shall again be made by the Tenant directly to the Owner.

This Agreement is executed the day and year first above written.

OWNER:

TENANT:

Signature

Signature

Print

Print

Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

Remedying the Effects of Identity Theft

You are receiving this information because you have notified a consumer reporting agency that you believe that you are a victim of identity theft. Identity theft occurs when someone uses your name, Social Security number, date of birth, or other identifying information, without authority, to commit fraud. For example, someone may have committed identity theft by using your personal information to open a credit card account or get a loan in your name. For more information, visit www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

The Fair Credit Reporting Act (FCRA) gives you specific rights when you are, or believe that you are, the victim of identity theft. Here is a brief summary of the rights designed to help you recover from identity theft.

1. **You have the right to ask that nationwide consumer reporting agencies place “fraud alerts” in your file to let potential creditors and others know that you may be a victim of identity theft.** A fraud alert can make it more difficult for someone to get credit in your name because it tells creditors to follow certain procedures to protect you. It also may delay your ability to obtain credit. You may place a fraud alert in your file by calling just one of the three nationwide consumer reporting agencies. As soon as that agency processes your fraud alert, it will notify the other two, which then also must place fraud alerts in your file.

- Equifax: 1-800-525-6285; www.equifax.com
- Experian: 1-888-397-3742; www.experian.com
- TransUnion: 1-800-680-7289; www.transunion.com

An initial fraud alert stays in your file for at least one year. An extended alert stays in your file for seven years. To place either of these alerts, a consumer reporting agency will require you to provide appropriate proof of your identity, which may include your Social Security number. If you ask for an extended alert, you will have to provide an identity theft report. An identity theft report includes a copy of a report you have filed with a federal, state, or local law enforcement agency, and additional information a consumer reporting agency may require you to submit. For more detailed information about the identity theft report, visit www.consumerfinance.gov/learnmore.

2. **You have the right to free copies of the information in your file (your “file disclosure”).** An initial fraud alert entitles you to a copy of all the information in your file at each of the three nationwide agencies, and an extended alert entitles you to two free file disclosures in a 12-month period following the placing of the alert. These additional disclosures may help you detect signs of fraud, for example, whether fraudulent accounts have been opened in your name or whether someone has reported a change in your address. Once a year, you also have the right to a free copy of the information in your file at any consumer reporting agency, if you believe it has inaccurate information due to fraud, such as identity theft. You also

have the ability to obtain additional free file disclosures under other provisions of the FCRA. See www.consumerfinance.gov/learnmore.

3. **You have the right to obtain documents relating to fraudulent transactions made or accounts opened using your personal information.** A creditor or other business must give you copies of applications and other business records relating to transactions and accounts that resulted from the theft of your identity, if you ask for them in writing. A business may ask you for proof of your identity, a police report, and an affidavit before giving you the documents. It may also specify an address for you to send your request. Under certain circumstances a business can refuse to provide you with these documents. See www.consumerfinance.gov/learnmore.
4. **You have the right to obtain information from a debt collector.** If you ask, a debt collector must provide you with certain information about the debt you believe was incurred in your name by an identity thief – like the name of the creditor and the amount of the debt.
5. **If you believe information in your file results from identity theft, you have the right to ask that a consumer reporting agency block that information from your file.** An identity thief may run up bills in your name and not pay them. Information about the unpaid bills may appear on your consumer report. Should you decide to ask a consumer reporting agency to block the reporting of this information, you must identify the information to block, and provide the consumer reporting agency with proof of your identity and a copy of your identity theft report. The consumer reporting agency can refuse or cancel your request for a block if, for example, you don't provide the necessary documentation, or where the block results from an error or a material misrepresentation of fact made by you. If the agency declines or rescinds the block, it must notify you. Once a debt resulting from identity theft has been blocked, a person or business with notice of the block may not sell, transfer, or place the debt for collection.
6. **You also may prevent businesses from reporting information about you to consumer reporting agencies if you believe the information is a result of identity theft.** To do so, you must send your request to the address specified by the business that reports the information to the consumer reporting agency. The business will expect you to identify what information you do not want reported and to provide an identity theft report.
7. The following FCRA right applies with respect to nationwide consumer reporting agencies:

CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely

approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's credit file, a business is required to take steps to verify the consumer's identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

To learn more about identity theft and how to deal with its consequences, visit www.consumerfinance.gov/learnmore, or write to the Consumer Financial Protection Bureau. You may have additional rights under state law. For more information, contact your local consumer protection agency or your state Attorney General.

In addition to the new rights and procedures to help consumers deal with the effects of identity theft, the FCRA has many other important consumer protections. They are described in more detail at www.consumerfinance.gov/learnmore.

TYPE OF BUSINESS:	CONTACT:
<p>1. a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates</p> <p>b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:</p>	<p>a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552</p> <p>b. Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357</p>
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks</p> <p>b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act.</p> <p>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations</p> <p>d. Federal Credit Unions</p>	<p>a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050</p> <p>b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480</p> <p>c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Financial Protection (OCFP) Division of Consumer Compliance Policy and Outreach 1775 Duke Street Alexandria, VA 22314</p>
<p>3. Air carriers</p>	<p>Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590</p>
<p>4. Creditors Subject to the Surface Transportation Board</p>	<p>Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423</p>
<p>5. Creditors Subject to the Packers and Stockyards Act, 1921</p>	<p>Nearest Packers and Stockyards Administration area supervisor</p>
<p>6. Small Business Investment Companies</p>	<p>Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., Suite 8200 Washington, DC 20416</p>
<p>7. Brokers and Dealers</p>	<p>Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549</p>
<p>8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations</p>	<p>Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090</p>
<p>9. Retailers, Finance Companies, and All Other Creditors Not Listed Above</p>	<p>Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357</p>