

CUTLER CREEK VILLAGE TOWNHOME ASSOCIATION INC.

Authorization for release of banking, residence, employment, credit, and police information.

DESIGNED PARTY: Cutler Creek Village Townhome Association, Inc. and Harbor Management Services, Inc.

I, _____ hereby authorize the release of information to the above designated party and their Attorneys or Representatives concerning my banking, credit, residence, employment, and/or criminal background in reference with my/our application for residency.

I hereby waive any privileges I may have with respect to said information in reference to its release to the aforesaid parties.

Photocopies of this authorization may be made to facilitate multiple inquires. In the event you 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 Signature

Printed Name

Spouse/Co Applicant Signature

Printed Name

Co-Applicant Signature

Printed Name

Date

CUTLER CREEK VILLAGE TOWNHOME ASSOCIATION, INC
LEASE APPLICATION- UPDATED September 2019

CHECK LIST:

Applicant Name(s):

Property Address:

Enclosed, please find the purchase application package for Cutler Creek Village Townhomes Association, Inc.

Please complete ALL required forms and affidavits. When you submit the application package, it MUST contain the following:

1. Completed application form(s) and affidavits.
2. \$75.00 PER two (2) Adults (\$75.00 per additional application, only two (2) adults per application)
NON-REFUNDABLE screening fee payable to HARBOR MANAGEMENT SERVICES, INC (must be paid with money order or cashier's check. Sorry NO cash or personal or business checks)
Screening fee may also be paid online at www.harbormanagement.us . If paid online, please provide a copy of the paid receipt with your application.
3. A copy of the purchase agreement.
4. Copies of driver license(s) for each licensee on the application, vehicles registration information, vehicle insurance for each vehicle.

ALL VEHICLES MUST HAVE A COMMUNITY DECAL. THE FIRST TWO DECALS ARE FREE. ONLY ONE ADDITIONAL DECAL WILL BE AVAILABLE FOR PURCHASE FOR \$75.00 AT THE MANAGEMENT OFFICE. ADDITIONAL DECALS REQUIRE BOARD APPROVAL.

Mail or hand-deliver the above to:

Cutler Creek Village Townhouse Association, Inc.
c/o Harbor Management Services, Inc.
15600 SW 288 ST, Suite 406
Homestead, FL 33033

Email to:

frontdesk@harbormanagement.us

CUTLER CREEK VILLAGE TOWNHOUSE ASSOCIATION, INC.
APPLICATION FOR OCCUPANCY
(PLEASE PRINT)

Date: _____

Desired date of occupancy: _____

APPLICANT #1:

Name:			
Date of birth:			
Social Security Number:			
Contact Number(s):			
Email Address:			

APPLICANT #2:

Name:			
Date of birth:			
Social Security Number:			
Contact Number(s):			
Email address:			

CHILDREN/MINOR(S) (under the age of 18 that will occupy):

Name:		Age:	
Name:		Age:	
Name:		Age:	
Name:		Age:	

Cutler Creek Village Townhouse Association

PET REGISTRATION FORM

All pets must be registered with Management and non-registered pets will be in violation of the Association's rules and regulations

1. Resident Name: _____

2. Address: _____

3. Tel: Home: _____ Cell: _____ Wk: _____

4. Breed of Dog/ cat _____ Color: _____

Weight of Dog/ cat: _____

Rabies Tag Number: _____ State: _____ 5. Neutered : Yes _____ No _____

- No owner, tenant or occupant of a unit in Cutler Creek Village Townhouse Assoc may have or keep pets of any kind or permit their tenant to have or keep pets of any kind unless they keep in force, insurance that shall indemnify the Association and pay any claims arising from the ownership of pets.
- The Association shall be an additional named insured on the policy. The pet registration requirements must be updated on an annual basis, including but not limited the insurance policy requirements. Failure properly to maintain the registration requirements will subject the pet to removal at the expense of the owner, tenant, or occupant.
- No dogs may enter the common areas may enter the common areas unless they are leashed and under the control of their owner.
- No animals are permitted in the recreational areas for any reason.
- Animals running loose will be removed to the closest animal shelter. The costs of the removal will become a special assessment against the owner who maintained the animal or whose tenants maintained the animal.
- All patios and yards must be kept clean, sanitary, and odor free. Failure to do so will result in cleanup by the property manager and a special assessment against the unit.
- No resident may keep or maintain more than two (2) dogs or two (2) cats; or one (1) dog and one (1) cat in the community. Staffordshire Terriers (Pit bulls) and venomous snakes are not permitted in the community.
- All cats must be neutered. All dogs and cats must be vaccinated according to Miami Dade County requirements. Unvaccinated animals will be removed at the unit owner's expense.
- Any animals that is a nuisance may be removed at the owner's expense. Owners whose animals open garbage bags or garbage cans shall pay for clean-up. Failure to correct the problem will result in removal of the animal.

X

SIGNATURE OF RESIDENT

DATE:

IN CASE OF EMERGENCY, NOTIFY:

Name:	
Contact Number:	

RESIDENCE HISTORY:

Present Address:		
Name of Landlord:		
Phone number for landlord:		
Rent Amount:		
Date of residency:	From:	To:

Previous Address:		
Name of Landlord:		
Phone number for landlord:		
Rent Amount:		
Date of residency:	From:	To:

BUSINESS OR GOVERNMENT AGENCY

(SECTION 8)

IS THIS SUBSIDIZED BY A BUSINESS OR GOVERNMENT AGENCY? Yes ___ No ___

If yes, please provide name and phone number information for agency and homeowner.

Name of agency:	
Contact person name:	
Phone number:	
Email address:	
Owner's Name:	
Owner's contact number:	
Owner's email address:	
Account number for the tenant with the subsidizing business or agency:	
Name under which the account for the subsidizing business or agency is held:	

EMPLOYMENT HISTORY:**APPLICANT #1:**

Employer:	
Phone Number:	
Address:	
Position & Length of employment:	
Income:	

APPLICANT #2:

Employer:	
Phone Number:	
Address:	
Position & Length of employment:	
Income:	

BANK REFERENCES:**APPLICANT #1:**

Bank Name:	
Phone Number:	
Address:	
Length of time using bank:	
Checking Account or Savings Account:	

APPLICANT #2:

Bank Name:	
Phone Number:	
Address:	
Length of time using bank:	
Checking Account or Savings Account:	

REFERENCES (personal or professional):

Name:	
Contact number:	
Relationship and years of knowing applicant:	

VEHICLES' INFORMATION:

Vehicle #1:

Make:	
Model:	
Year:	
License Plate #:	
State:	
Color of vehicle:	

Vehicle #2:

Make:	
Model:	
Year:	
License Plate #:	
State:	
Color of vehicle:	

Vehicle #3:

Make:	
Model:	
Year:	
License Plate #:	
State:	
Color of vehicle:	

***** if there are any additional vehicles, please use a separate sheet of paper to add information*****

LICENSED DRIVERS:

Applicant #1:

Name:	
Driver License Number:	
State:	

Applicant #2:

Name:	
Driver License Number:	
State:	

Applicant #3:

Name:	
Driver License Number:	
State:	

Applicant #4:

Name:	
Driver License Number:	
State:	

If this application is not legible or is not completely and accurately filled out, Harbor Management Services (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 this application, the applicant recognizes that the Association or their agent, Harbor Management Services, 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 disposition, personal characteristics and mode of living as applicable. The Association may also require a credit report through a credit-reporting agency.

Signature of applicant #1

Date: _____

Signature of applicant #2

Date: _____

AUTHORIZATION FOR RELEASE OF RECORDS

I hereby authorize Harbor Management Services, Inc. to obtain a consumer report, and any other information it deems necessary, for evaluating my application. I understand that such information may include, but is not limited to, credit history, civil and criminal information, records of arrest, rental history, employment/salary details, vehicle records, licensing records, and/or other necessary information. I understand that subsequent consumer reports may be obtained and utilized under the authorization in connection with an update, renewal, extension or collection with respect or in connection with the rental or lease of a residence for which this application was made. I hereby expressly release Harbor Management Services, Inc., and any procurer or furnisher of information, from any liability what-so-ever in the use, procurement, or furnishing of such information, and understand that my application information may be provided to various local, state, and/or federal government agencies including without limitation, various law enforcement agencies.

Signature of applicant #1

Date: _____

Signature of applicant #2

Date: _____

CUTLER CREEK VILLAGE TOWNHOME ASSOCIATION

COMMUNICATION AUTHORIZATION

By signing hereunder, I hereby authorize Cutler Creek Village Townhome Association/Harbor Management Services (Management Company) to provide all statutory or other formal notifications, including but not limited to, notifications for any and all meetings, elections, and for any matters relating to my individual unit, and for any matters relating to the community, via Email to the following addresses. I agree that I shall notify the Management Company immediately upon any change in email address for communication by the Association or its Property Management Company. I understand that it is my duty to provide that correct email address, and that failure to do so may prevent my ability to obtain statutory or other formal notifications as set forth above.

Authorized Email address(es): _____

Name(s): _____

Address: _____

Unit/Account Number: _____

Signature: _____

Signature: _____

Cutler Creek Village Townhouse Association, Inc.3
LEASE ADDENDUM-1

This Addendum to Lease Agreement by and between _____, hereinafter (collectively, as the case may be) referred to as "Lessor" or "Owner" and _____ hereinafter (collectively, as the case may be) referred to as "Lessee" and Cutler Creek Village Townhouse Association, Inc. (hereinafter "Association"), with regard to Unit _____ located at Cutler Creek Village Townhouse Association, Inc. , owned by Lessor.

The Owner/Lessor and Lessee hereto expressly agree that the Lease Agreement shall be amended as provided herein and the following terms shall be incorporated into the Lease Agreement. Lessor and Lessee further agree that the Association shall be considered a named party to the Lease Agreement and this Addendum for the purpose of enabling Association to enforce the provisions of the condominium documents and the covenants of this Lease Addendum. In the event of any conflict between the terms and conditions of the Lease Agreement and this Addendum, the Addendum shall govern the respective rights and responsibilities of the parties hereto.

Further, the parties agree as follows:

1. **USE:** The Lessee will use the premises only for the purposes specified in the lease and those ancillaries to the purposes specified. All uses must conform to applicable zoning codes, ordinances and permits. No exterior changes, modifications or alterations are permitted without the advance written approval of the Association. All signage is prohibited unless approved by the Board of Directors. Lessee will make no illegal, criminal, improper or offensive use of the leased property, nor permit the commission of any act that constitutes a public or private nuisance, nor permit an act that may cause the raising of insurance rate, or the potential cancellation of Association insurance. Lessor agrees that during the term of the lease, and any extensions or renewals hereof, Lessee shall have all use rights in association property and common elements available for use by unit owners. Lessor shall not have said rights, except as a guest. This provision shall not limit Lessor's right to access to the property to inspect the unit or as otherwise permitted by the lease.

2. **COMPLIANCE WITH THE ASSOCIATION DOCUMENTS:** Any infraction of the provisions or restrictions set forth in the Articles of Incorporation and Bylaws of the Association, and the Rules and Regulations (hereinafter "Association Documents") by the Lessees or their employees, guests or invitees shall be deemed a breach of the Lease, and Association or Lessor shall have the option to terminate the Lease Agreement and resume possession of the property. Lessee acknowledges, by signing this Addendum that he has read, understands, and agrees to abide by the Association Documents.

3. **ASSOCIATION AUTHORITY TO ENFORCE ADDENDUM TERMS:** Lessor and Lessee further agree that Association may act in its own rights, or in cases where Lessor fails to act in a timely manner, as Lessor's agent, to terminate the Lease and may institute proceedings against Lessee, in Lessor's name, or in Association's name in its own right. In either such cases, Lessor shall be responsible to Association for all expenses incurred, including attorney's fees, without waiver of the right of any action by Lessor against Lessee.

4. **INSPECTION OF PREMISES:** The Association and Lessor or his agent, have and are hereby granted the right to enter the premises at any time for the protection and preservation of the premises, or at a reasonable time and upon reasonable notice for the purposes of inspection; making necessary or agreed repairs or improvements; supplying agreed services (including pest control); or determining the existence of suspected or reported violations of the Association Documents.

5. **LIMITATION OF LIABILITY/HOLD HARMLESS AND INDEMNITY:** The Association shall not be liable to Lessor, or to Lessee, or Lessee's family, agents, guests, invitees, employees or servants for damage to persons or property caused by other residents or other persons. Lessee recognizes that Association does not warrant the security of the property, and is not responsible for safety of Lessee, other unit occupants, nor their property. Lessor and Lessee jointly and severally agree to indemnify and hold Association harmless from and against any claims for damages to person or property arising from Lessee's use of the premises, or from any activity or work permitted to be suffered by Lessee in or about the premises. Association shall not be liable for personal injury, or damages to lessee's personal property from theft, vandalism, fire, water, rain, storms, smoke, explosions, sonic booms, riots or other causes whatsoever unless it is established that Association has been negligent in maintenance of common elements which are the responsibility of the Association, and which negligence is the proximate cause of said damage. Lessee agrees to notify Association immediately upon the occurrence of any injury, damage or loss suffered by Lessee or other person upon the premises.

6. **DEFAULT/ENFORCEMENT:** If the Lessee fails to comply with any of the material provisions of the Association Documents, the Association Rules, Regulations, or Policies, or materially fails to comply with any duties imposed by him by the Lease Agreement, this Addendum, or any other statute or law, then within seven (7) days after delivery of written notice by the Lessor or Association specifying the noncompliance and indicating the intention of the Association or Lessor to terminate the Rental Agreement by reason thereof. Association or Lessor may terminate the Rental Agreement. Lessor and Lessee acknowledge Association may tow away or cause to be towed away vehicles that are parked on the Association's property in contravention of the Association Documents. Lessor and Lessee also recognize that Association shall have the right to terminate the Lease and/or institute evictions or other proceedings against Lessees, for violation of the Condominium Documents as set forth above. Further, the parties recognize that the Association may levy fines against a unit for violation of the Association Documents. Fines may be levied for violations, without opportunity to cure. The Association will afford the opportunity for a hearing, as required by law, prior to the levy of a fine. Lessor and Lessee shall be jointly and severally liable for the payment of any fine duly levied by the Association, arising out of the conduct of Lessee, his family, guests, and invitees. The Association, without limiting other remedies, may avail itself to the procedures set forth in Paragraph #8 of this Lease Addendum with respect to the collection of fines.

7. **COSTS AND ATTORNEY'S FEES:** If either the Lessor or the Lessee fails to comply with the agreements, conditions or covenants of the Lease Agreement or this Addendum, including violations of the Association Documents, or fail to comply with applicable laws, and court action or arbitration (including actions initiated or defended by Association) is required to resolve any dispute, the prevailing party, including the Association, shall be entitled to costs and attorney's fees of that action, at the arbitration, trial or appellate levels.

8. **RIGHT TO RECEIVE RENTAL INCOME:** In the event Lessor is delinquent in Lessor's obligation to pay to Association any annual or special assessments, or any installment thereof, Association shall have the right, but not the obligation, to require Lessee to pay said rental installments, or the portion thereof sufficient to pay said delinquent maintenance assessments, directly to Association, upon Association giving written notice of the exercise of such right to Lessee and Lessor. This right of Association is cumulative and in addition to any and all other rights or remedies Association may have against Lessee or Lessor. Failure of Lessee to pay to Association the rental installments, or portions thereof, as specified in said notice, shall entitle Association to terminate this Lease and/or evict Lessee. Lessee shall be entitled to set off against rent payable to Lessor for any and all amounts paid by Lessee to Association hereunder.

9. **MISCELLANEOUS:**

A. **Binding Effect:**

The covenants and conditions contained herein extend to bind the heirs, legal representatives, successors, and assigns of the parties bound by this Lease Addendum.

B. **Waiver:**

The failure of Association to enforce its rights as set forth in Lease Addendum shall not constitute a waiver of the Association's right to do so in any other instance.

C. **Modification:**

This Lease Addendum may only be modified by an instrument signed by Lessor, Lessee and Association.

D. **Captions:**

The captions contained in this Lease Addendum are for convenience sake only, and are not intended to constitute substantive provisions of this Lease Addendum, nor restrict the subject matter hereof.

E. **Gender:**

All references to the masculine are intended to include references to the feminine, as appropriate. All singular references are also intended to incorporate plural references, where appropriate.

F. **Governing Law/Venue:**

This Addendum is governed by the laws of Florida. Venue for any action lies exclusively in Miami-Dade County.

G. Waiver of Trial by Jury

EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT ALL PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

H. Anti-Discrimination Policy:

Association does not discriminate in the terms and conditions of rental of units based upon sex, national origin, race, religion, familial status, or handicapped status.

LESSEE:

Sign: _____

Print Name: _____

Date: _____

Sign: _____

Printed Name: _____

Date: _____

LESSOR:

Sign: _____

Print Name: _____

Date: _____

Sign: _____

Printed Name: _____

Date: _____

CUTLER CREEK VILLAGE TOWNHOUSE
ASSOCIATION, INC.

Sign: _____

Printed Name: _____

CREDIT AGENCY AND CONSUMER REPORTING AGENCY
WAIVER AND RELEASE OF ALL CLAIMS FORM

I understand that a Credit Agency Report and/or Consumer Agency Report is required to be considered for approval as an applicant for the purchase or lease on any proeprty in Cutler Creek Village.

I consent to the Cutler Creek Village Town House Association obtaining my Credit Agency Report and/or Consumer Agency Report.

I understand and consent to the dissemination of the Credit Agency Report and/or Consumer Agency Report to the board members and officers of the Cutler Creek Village Town House Association as well as their Property Manager and the Property Manager's staff.

I consent to Cutler Creek Village Town House Association disclosing the Credit Agency Report and/or Consumer Agency Report to the owner that is selling or leasing the town house to me.

I understand I will be provided a copy of the Credit Agency Report and/or Consumer Agency Report, and it is my duty under the law to notify Cutler Creek within two (2) working days if the information is inaccurate or incomplete.

I hereby fully release and discharge the Cutler Creek Village Town House Association, Inc., its officers, agents, and employees, from any and all claims for damages which may arise from participating in or as a result of the Credit Agency Report and/or Consumer Agency Report , except for willful and wanton conduct.

I hereby acknowledge that I have read the above disclosure statement and have understood it.

Signature: _____

Date: _____

CRIMINAL BACKGROUND CHECK WAIVER AND
RELEASE OF ALL CLAIMS FORM

I understand that a criminal background check is required to be considered for approval as an applicant for the purchase or lease on any property in Cutler Creek Village.

I consent to Cutler Creek Village Town House Association obtaining my criminal history.

I understand and consent to the dissemination of the criminal background check to the board members and officers of the Cutler Creek Village Town House Association as well as their Property Manager and the Property Manager's staff.

I consent to Cutler Creek Village Town House Association disclosing the criminal background check to the owner that is selling or leasing the town house to me.

I understand I will be provided a copy of the criminal background check if any convictions are reported, and it is my duty under the law to notify Cutler Creek within two (2) working days if the information is inaccurate or incomplete.

I hereby fully release and discharge the Cutler Creek Village Town House Association, Inc., its officers, agents, and employees, from any and all claims for damages which may arise from participating in or as a result of the criminal background check, except for willful and wanton conduct.

I hereby acknowledge that I have read the above disclosure statement and have understood it.

Signature: _____

Date: _____

CUTLER CREEK VILLAGE BACKGROUND SCREENING POLICY
BACKGROUND SCREENING PROCESS

The purpose of Cutler Creek Village's Screening Policy is to provide for a systematic and orderly review of all applications submitted to the Association for the approval of any sale, transfer or lease of any lot governed by Cutler Creek so as to protect the public health, safety, and welfare of the residents in Cutler Creek Village by properly registering all residents with the Association and reducing and preventing crime throughout the community.

In the review and interpretation of any application, these screening guidelines will establish a standard process for evaluating available information regarding relevant background information for individuals seeking to purchase or lease a unit in the community, or for current residents suspected of criminal conduct.

Policy:

1. Prior to approval of a potential purchaser, lessee (tenant), including all persons who will occupy the townhouse, who is 18 years of age or older, whether or not said occupant is intended to be a purchaser or lessee (tenants), the Association will conduct a national, state, and local criminal background history search, eviction history search, and credit report review.
2. The Association will engage reputable third-party vendors to conduct the Background Screening. Background Screening include, at a minimum, the following elements:
 - a. Social Security Number verifications
 - b. Criminal history search for the fifteen(15) prior years where commercially available and permissible by law
 - c. Violent Sexual Offender and Predator Registry Search
 - d. Eviction History
 - e. Credit and/or Consumer Reports
3. Background Screening will be conducted in conformity with applicable federal, state, and local law policies.
4. The Background screening results are confidential. The Association will disclose the background screening results to a unit owner or other interested party upon written authorization by the party being screened.

Criminal background:

There will be no presumption that an applicant with a criminal conviction should be denied housing. A record of arrest(s) (without convictions) may not be the basis for denying admissions or evicting residents.

Decisions to admit or deny applicants with criminal convictions will be based on an individualized review which includes accurate information, and notice and opportunity of the

applicant to be heard before denial of admission or eviction. Individual circumstances and the potential impact on safety of other residents will be taken into account in the decision to admit or deny an application. The Association will maintain procedures for implementing this policy, which will include provisions for analyzing whether a housing applicant should be admitted or subject to further review.

In making the decision to deny admission or evict for criminal activity, The Association will consider the following circumstances including (but not limited to);

- 1) The nature of each crime and the type of criminal activity manifested;
- 2) Whether the crime was against a person or property;
- 3) Whether the crime was violent and caused injury or damage;
- 4) Whether the crime was a misdemeanor or felony;
- 5) The recentness (amount of time that has passed) of the criminal conduct;
- 6) The number of convictions;
- 7) The age of the purchaser, lessee (tenant) or occupant at the time of the offense;
- 8) The relationship between the criminal activity and the safety of residents, staff, or property; and,
- 9) Evidence of rehabilitation, such as employment, participation in a job training program, education, participation in a drug or alcohol treatment program, or recommendations from a parole or probation officer, employer, teacher, or a social worker.

Criminal Background Eligibility Criteria

Approval of an application will be denied upon the following basis:

- 1) If an applicant is subject to a lifetime registration requirement under a state sex offender program, there is a lifetime ban.
- 2) If an applicant has been convicted of manufacturing or producing methamphetamine on the premises, there is a lifetime ban.
- 3) If an applicant has been convicted of a criminal act constituting a felony related to violent criminal activity, or criminal activity related to theft, burglary, robbery, fraud, dishonesty, drug related offenses, with a weapon or other aggravating circumstances, within the past fifteen (15) years, from the date of the eligibility interview, approval will be denied.

- 4) If an applicant has been convicted of all other felony crimes, including but not limited to, drug-related or criminal activity related to theft, burglary, robbery, fraud, or dishonesty, without a weapon or aggravating circumstances, within the past ten (10) years, from the date of the eligibility interview, approval will be denied.
- 5) If an applicant has been convicted of a misdemeanor relating to violent criminal activity, or criminal activity relating to theft, burglary, robbery, fraud, dishonest, or drug-related offenses, within the past seven (7) years, approval will be denied.
- 6) In review of all applications, the Association will not use arrests or criminal complaints that did not result in conviction as the sole basis for disqualification.
- 7) Although the fact that an individual was arrested is will not be used as the sole grounds to deny approval, a record of an arrest may trigger an inquiry by the Association into whether a person actually engaged in disqualifying criminal activity. In determining whether a person who was arrested for disqualifying criminal activity, the Association will consider, among other things; police reports that detail the circumstances of the arrest; statements made by witnesses or by the applicant or tenant that are not part of the police report; whether formal criminal charges were filed, and any other evidence relevant to whether the applicant or tenant engaged in the disqualifying criminal activity.
- 8) If an applicant has been evicted from housing within the past five (5) years, approval will be denied.
- 9) As a condition of approval, an applicant may be required to exclude an identified occupant or household member who would have been denied if they had submitted an application in their own name.
- 10) Under certain circumstances, and as allowed by federal, state, and local laws, and/or by the Declaration of Covenant or other documents, the Association may terminate the tenancy or authority to reside in the community, and evict tenants or other occupants, for criminal conduct or activity, if the Association determines that the resident engaged in criminal activity, such as those criminal activities as stated and identified in paragraphs 1) through 7) above, regardless of whether the resident has been arrested or convicted for such activity and without satisfying a criminal conviction standard of proof of the activity.

Applicant Opportunity to Dispute Information on a Background Screening

Prior to a decision of denial based on information obtained from criminal, sex offender registration records, or other reports and records, the applicant shall have the opportunity to dispute the information in those records which would be the basis of the denial. Upon a finding of an adverse decision in the case of a tenant applicant, both the Owner and the Tenant Applicant will be notified of the finding. Notice by e-mail to the Owner and Tenant Applicant shall be sufficient.

Upon notification of an adverse finding, an applicant will have two (2) business days to notify the Board that he or she is disputing the information in the records and/or reports. Any dispute as to any record, other than a credit or consumer report, must be furnished in writing to the Property Manager at the same address the application was submitted.

Upon notification of an adverse finding, an applicant will have two (2) business days to notify the Board that they dispute the credit and/or consumer report. Evidence of the dispute submitted by the applicant to the credit reporting agency or consumer reporting agency shall be provided to the Property Manager at the same address the application was submitted to prevent the issuance of a denial.

If the applicant does not dispute the information of the background screening findings within the two (2) business day period, the Board will issue its finding of denial.

If the applicant appeals the information to the Credit Reporting Agency and/or Consumer Reporting Agency within the two (2) business day period, the applicant will have thirty (30) days from the appeal to the Credit Reporting Agency and/or Consumer Reporting Agency in which to provide evidence of change to the Credit Report and/or Consumer Report Information. The Board will issue its final decision within ten (10) calendar days after the thirty (30) day period is lapsed. The Board shall be entitled to payment for additional application fees for any additional background screening required. In the case of a Tenant applicant, the finding will be sent to both the Owner and the Lessee/Tenant. Notice by e-mail to the Owner and Tenant Applicant shall be sufficient.

As to a tenant applicant, the Owner may at any time issue a denial of approval independent of the Board. Where the Owner renders its own independent decision as to the tenant application, the tenant application shall be considered withdrawn for consideration by the Board, and the Board shall have no further involvement, duty of approval or denial, or liability as to any decision as to the tenancy of the premises. Notice by e-mail to the Owner and Tenant Applicant shall be sufficient.

The Association will give an applicant notice of a decision denying eligibility for admission within no greater than ten (10) calendar days of application. Notice by e-mail to the Owner and Tenant Applicant shall be sufficient.

Dispute of Board Decisions

Once the Board renders the final decision, the Board shall offer a prospective purchaser, tenant, or current resident the opportunity to be heard in the case of an adverse decision by the Board through an Informal Hearing Process.

The notice will contain a brief statement of the reasons for the decision, and will also state that the potential purchaser, or the Owner on behalf of a Lessee/Tenant Applicant, may request an informal hearing to dispute the decision. Only the Owner may request an informal hearing for review where an application for tenancy is involved. The request for hearing must be made within five (5) business days of the Board decision. The notice will describe how to obtain the

informal hearing. Notice by e-mail to the Owner and Tenant Applicant shall be sufficient.

Conducting an Informal Hearing. The informal hearing will be conducted before at least one member of the Board and the Property Manager, or by a designated committee appointed by the Board. The applicant will be provided an opportunity to present written or oral objections, with any supporting documentary, witness, or other evidence. The person(s) conducting the informal hearing will make a recommendation to the full Board, and the full Board is responsible for making the final decision as to whether admission should be granted or denied.

The Board will notify the applicant of the Board's final decision, including a brief statement of the reasons for the final decision. The notice will be mailed or emailed within ten (10) business days of the informal hearing to the applicant and to the Unit Owner, where a tenant is involved. The Board's final decision after the Informal Hearing shall be considered final.

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

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer

reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.

- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- 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.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

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>