

Declaration of Homestead - Real Property and Personal Information Form

Includes Initial Property Tax Exemption and Value Adjustment Board Appeal Information Requirements

Florida Homestead Services, LLC

www.floridahomesteadservices.com

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Fill in this form, save it to your computer, then print, mail via postal service, fax or e-mail it to myhomestead@bellsouth.net

CHECK APPROPRIATE BOX :

- New Application - * Please complete all applicable sections *
 Change - complete only applicable section(s) for the following changes:
 Client Information Change Phone No. Change E-mail Change Mailing Address Change-Effective date: _____ Alternate Contact Information Change
- APPLICANT STATUS :
 Owner Administrator Attorney/Trustee Other Professional _____
 Spouse Agent Title Co. Broker/Realtor

SECTION 1. Note: All information provided herein is strictly CONFIDENTIAL and only available to view by company service agents or property appraiser employees and will not be given to any other person or agency.

HOMEOWNER(S) INFORMATION PLEASE PRINT LEGIBLY *ALL FIELDS REQUIRED FOR THIS SECTION*

Name - Applicant 1: _____ Owner Name(s) _____
(Last, First, Middle - Full Name. No initials please) (Only if property is owned under another entity, name or a Trust)
Spouse/Applicant 2: _____
(Last, First, Middle - Full name. No initials please) Status as of Jan 1st: Married Separated Divorced Widowed Single
Name(s) that appears on mortgage and real property deed _____ Same as above
(If only under another name other than original applicant or owner(s))
E-Mail Address: _____ Primary Phone (_____) _____ Home Work Mobile Fax Other
Primary Residence Address: _____ Is this also your mailing address? Yes No (If no, see below)
City _____ County _____ State FLORIDA Zip + 4 _____ --
Mailing Address-Same as above? Yes No If no, City _____ County _____ State _____ Zip + 4 _____ --
Alternate Phone (_____) _____ Home Work Mobile Fax Other

ALTERNATE CONTACT INFORMATION (Optional or If Applicable)

Contact Name _____ Relationship _____
Contact Address _____ City _____ State _____ Zip _____
Phone Number (_____) _____ Alternate Phone Number (_____) _____
E-Mail Address _____ Does Alternate Contact Have Power Of Attorney? Yes No

SECTION 2. You must complete this section only if applicable, if you are protecting your home equity from a judgment

JUDGMENT/LEGAL INFORMATION - CONTEST OF LIEN See Section 5

Have you ever participated or currently in a lawsuit regarding a judgment or foreclosure? Yes No If "yes", check all that apply
Have you ever received or is there currently a notice of lien against your real property? Yes No If "yes", check all that apply

<input type="checkbox"/> Judgment or Foreclosure Action* _____	Court Name _____	Date of Judgment _____	Case Number _____	\$ _____
<input type="checkbox"/> Code Enforcement Lien _____	Town, City or County Name _____	Date of Lien(s) _____	Public Record BOOK / PAGE _____	\$ _____
<input type="checkbox"/> Judgment Creditor, Lien or Other* _____	Lienor Name _____	Amount _____	Date _____	Public Record BK / PG _____

_____ Address of Entity Checked Above _____ City, State, Zip _____ *Describe: _____

Are you willing to send a notice to all judgment creditors to contest any lien against your real property after filing for Homestead protection by law (Notice will be given to judgment creditors if you desire, and judgment creditor must initiate suit for foreclosure, enforcement or collection proceedings within 45 days)? Yes (Y) No (N) If no, please explain: _____

Do you receive, or have you received any legal notices at the primary residence address in Section 1? Yes (Y) No (N)
If yes, what is it that you have received pertaining to the above? _____

SECTION 3. HOMESTEAD PROPERTY TAX AND LEGAL EXEMPTION ELIGIBILITY

All Information mandatory

Date That Applicant 1 began Permanent Residency in Florida ____/____/____ How Many Years Lived In Florida? ____ Years
Month Day Year
Date That Applicant 1 began actually occupying the Primary Residence (Sec. 1 Address) ____/____/____
Month Day Year
Date That Applicant 2 began Permanent Residency in Florida ____/____/____ How Many Years Lived In Florida? ____ Years
Month Day Year
Date That Applicant 2 began actually occupying the Primary Residence (Sec. 1 Address) ____/____/____
Month Day Year
Do your Utility Bills show the Sec. 1 Address? Yes (Y) No (N)
Does your Bank Account(s) show the Sec. 1 Address? Yes (Y) No (N)

There are other encumbrances or liens against the real property as described in Section 1 and 2. Describe: _____

There are NO other encumbrances or liens against the real property as described in Section 1 and 2.

Is your home covered by a Condominium, Homeowner's Association, covenant, declaration or contract? Yes No

If yes; are there any current unpaid special assessments or liens? Yes No

TAX ID, PARCEL OR FOLIO NUMBER OF PRIMARY RESIDENCE (If Known) _____

FULL, COMPLETE LEGAL DESCRIPTION OF PRIMARY RESIDENCE (If Known) _____

WAGE AND EARNINGS EXEMPTION ELIGIBILITY (ONLY IF YOU ARE CURRENTLY DEFENDING A JUDGMENT OR LIEN):

Would you like to claim your wages and earnings exempt from garnishment (and request a hearing if required)? Yes No

I provide more than one-half of the support for a child or any other dependent and have net earnings of \$750 or **less** per week.

I provide more than one-half of the support for a child or any other dependent and have net earnings of \$750 or **more** per week.

Are you willing to agree in writing to allow garnishment of your exempt wages of \$750 or **more**, if requested? Yes (Y) No (N)

Dependent Status: Spouse Child(ren) Adult Dependent Other Legal Dependent _____

Wages-Earnings Status: Hourly Salary Commission Bonus Other _____

Would you like to claim any other type of income exempt from garnishment and request a hearing (if required)? Yes No

Type of exempt Income you wish to protect Social Security Supplemental Security Income Benefits Public Assistance - Welfare Worker's Compensation Unemployment Compensation Veteran's Benefits Retirement, Profit Sharing or Pension Disability Income Pre-paid College Trust Fund Medical Savings Account Life Insurance Benefits, Cash Surrender Value of a Life Insurance policy or proceeds of an Annuity contract Other exemption provided by law: _____

SECTION 3A. PROOF OF FLORIDA RESIDENCY

All Information mandatory

Are you a US Citizen? Yes (Y) No (N) Are you a legal or permanent Visa Immigrant or Green Card holder? Owner 1) Yes (Y) No (N) If yes, Immigration Number: _____ Owner 2) Yes (Y) No (N) If yes, Immigration Number: _____

Are you a resident of the State of Florida, exclusive of any other US state, as of January 1st this current year? Yes (Y) No (N)

If you are a new Florida resident this year, or moved to another home in Florida, what was your previous home address?

Address: _____ City: _____ State: _____ Zip: _____

Do you currently live in, reside on and physically occupy the home specified in Section 1 as a primary residence in Florida, and as of (or before) **January 1st** this current year? Yes (Y) No (N) If no, what was your address before moving into this property?

Address: _____ City: _____ State: _____ Zip: _____

Is the Florida real property home/address as stated above and in Section 1 your only permanent primary residence, and do you currently reside on this property permanently as a sole and primary residence, exclusive of all others? Yes (Y) No (N)

Do you rent/lease any portion of the property in Sec. 1? Yes (Y) No (N) If yes, for how many days or Sq. Ft. each year? _____

Do you own any other residential property in Florida? Yes (Y) No (N) If yes, is it rented? Yes (Y) No (N) If not rented, do you claim any exemption(s) on the other property? Yes (Y) No (N) If yes, what? _____

Have you ever filed a 'Declaration of Domicile' in the State of Florida? Yes (Y) No (N)

If yes, on what date? _____ Which county: _____ Official Records Book No: _____ Page No: _____

If NOT a *permanent* Florida resident, are you a seasonal resident? Yes (Y) No (N)

If yes, for how many months or days each year? _____ Months _____ Weeks _____ Days

Do you intend to remain on the property stated in Section 1 as a sole, primary residence exclusive of all others? Yes (Y) No (N)

Current Property Tax Assessors Value of Residence: _____ Current Market Value of Residence: _____

Do you have children who attend school in Florida? Yes (Y) No (N) School name: _____ City: _____

Do you own other real property in Florida or in another state? Yes (Y) No (N) If yes, is it a rental property? Yes (Y) No (N)

Do you claim a homestead or other exemption (ex.: NY STAR) in any other state? Yes (Y) No (N) If yes, where: _____

Florida Voter's Registration Number: Owner 1) _____ County _____ Date issued: _____

Owner 2) _____ County _____ Date issued: _____

Florida Driver's License Number: Owner 1) _____ Date issued: _____ Owner 2) _____ Date issued: _____

Do you or your spouse possess a driver's license from another state? Yes (Y) No (N)

Please list all vehicle tag numbers for all vehicles registered in Florida: _____

Do you or your spouse own any vehicles registered or license tag in another state? Yes (Y) No (N)

Did you file a Federal Income Tax return in Florida from the address in Section 1 last year? Yes (Y) No (N) If no, what address did you file your return from? Address: _____ City: _____ State: _____ Zip: _____

Date of Birth: Owner 1) _____/_____/_____ Owner 2) _____/_____/_____

Month Day Year Month Day Year

Social Security Number (required by law for any tax exemption): Owner 1) _____-_____-_____ Owner 2) _____-_____-_____

Employment Status: Owner 1: Employed Yes (Y) No (N) Retired Owner 2: Employed Yes (Y) No (N) Retired

Owner 1 Employer: _____ Address: _____ City: _____ State: _____ Zip: _____

Owner 2 Employer: _____ Address: _____ City: _____ State: _____ Zip: _____

SECTION 3B. PROPERTY APPRAISER INFORMATION - Complete this section if applicable

What is the date of ANY letter of denial, revocation or tax lien received by the County Property Appraiser? _____
What is the reason(s) for denial/revocation of the homestead exemption? _____
Please provide a brief explanation of the circumstances surrounding your issue(s) regarding to the denial of exemption: _____
Please provide us a copy of the letter of denial or lien by the Property Appraiser
Are you willing to certify the information given herein under oath? Yes No If no, please explain why: _____

SECTION 4. Applicant should complete this section to be used solely for determination of additional exemption(s) eligibility

DEMOGRAPHIC INFORMATION

Additional Background – Owner 1:
Senior Citizen? Yes (Y) No (N)
 White Black Hispanic Asian or Pacific Islander American Indian or Alaskan Native Other _____
Sex: Male (M) Female (F)
U.S. Citizenship Yes (Y) No (N)
Marital Status Married (M) Single (S)
Veteran Status: Not Applicable Vietnam Era Veteran Disabled Veteran (Y) Newly Separated Veteran Other Eligible Veteran

Additional Background – Owner 2:
Senior Citizen? Yes (Y) No (N)
 White Black Hispanic Asian or Pacific Islander American Indian or Alaskan Native Other _____
Sex: Male (M) Female (F)
U.S. Citizenship Yes (Y) No (N)
Marital Status Married (M) Single (S)
Veteran Status: Not Applicable Vietnam Era Veteran Disabled Veteran (Y) Newly Separated Veteran Other Eligible Veteran

SECTION 5. All clients must complete this section if a contract for sale or a loan is pending on a property which has a lien or judgment against it if you wish to be able to sell the property or close on the loan after a 45 day to 180 day time period

Are you currently attempting to sell the real property? Yes No If yes, is there a pending contract or loan on the property?
 Yes No (Fully describe the contract of sale or loan commitment by date, names of parties, date of anticipated closing, and amount. The name, address, and telephone number of the person conducting the anticipated closing must be set forth herein as additional legal issues may be performed to allow the closing or sale to continue unencumbered and on schedule)
Contract Date: _____ Buyer Names: _____ Closing Date: _____ Sale Amount: _____
Name, Address and Phone Number of Title Agent/Closing Agent: _____
Name, Address and Phone Number of Realtor/Sales Agent: _____
Is the creditor(s) the same as described in Section 2? Yes No If no, Name, Address and Phone Number of Creditor or Agent: _____

SECTION 6. All clients and agents must complete this section

ORDER, PAYMENT AND AUTHORIZATION INFORMATION

Homestead Protection/Tax Exemption Services Value Adjustment Board Appeal Services Other _____
Type of Payment: Cash Check or Money Order (Enclosed) [Credit/Debit Card/Other/PayPal](#) (Click)
[CLICK HERE TO MAKE A PAYMENT ONLINE](#) (Click) Amount of Payment (US Funds Only): _____
PLEASE REMIT CHECK PAYMENT TO ADDRESS ON TOP OF PAGE 1 or [CLICK HERE](#) TO SUBMIT AN ONLINE PAYMENT

NOTICE OF AUTHORIZATION

I voluntarily elect and authorize Florida Homestead Services, LLC to initiate the homestead tax exemption; VAB appeal and/or protection process by law, as provided by Florida Homestead Services, LLC or its agent(s) utilizing the information provided herein. I understand that the process will begin within a 7 day period, only after receipt of full payment, and this fully completed enrollment application. Document filings may be slightly delayed by the Clerk of the Court/Office of the County Recorder based upon the times required to post public filings between acceptance and actual recordation. The following may be provided to you; Florida Department of Revenue forms, Notice of Appeal Form, Limited Power of Attorney, Affidavits, Authorization Waiver, Release of Claims, Non-Disclosure/Company-Client, Consultation Agreements, and others, all provided separately which must be executed by law prior to any services being rendered.

I acknowledge that all information provided herein is true, complete and correct, and authorize Florida Homestead Services, LLC to utilize the same for purposes set forth in any agreement: **To sign your name in the below section(s) electronically, enter your last name and the last 4 digits of your social security number.**

Signature of Applicant Owner 1 _____ Printed Name _____ Date: ____/____/____
Signature of Applicant Owner 2 _____ Printed Name _____ Date: ____/____/____

Notice: Use of this material constitutes acceptance of our [terms and conditions](#). FHS, LLC does not make any guarantees, assurances or guarantee results in connection with any text, product, transaction, service or strategy discussed or provided. Any product(s) or service(s) offered by FHS, LLC is not intended to provide legal advice or substitute for the advice of an attorney. FHS, LLC is not affiliated with any national, local, municipal or state government, department, division, unit, agency, tax revenue or property appraiser department or any law firm. All products and services offered are TM © All Rights Reserved. Rev. 3/29/13

Electronic Signature Disclosure

Florida statutes ([Chapter 668](#)) permit the use of electronic signatures. This allows your typed name that is provided herein to be used on this application or any other application to any government agency as your legal signature. Even though your name is typed, it has the same legal force and effect as if it is a handwritten signature. An applicant giving false answers in this or any other electronic application or document utilized by any government agency, is subject to the same penalties of perjury under the law as if you signed the application by hand.

IMPORTANT: PLEASE READ THE FOLLOWING SECTION CAREFULLY BEFORE COMPLETING THE ELECTRONIC SIGNATURE PORTION HEREIN

I understand that I shall be required to furnish certain personal and confidential information to my agent and/or the local county Property Appraiser, and/or the Clerk of the Court, for the purpose of determining that I am a permanent resident as defined in s. [196.012\(17\)](#) and entitled to any statutory exemption. Such information may include, but will not necessarily be limited to, the factors enumerated in s. [196.015](#).

I hereby make application for the exemptions indicated herein and affirm that I currently qualify for same under Florida Statutes. I am a permanent resident of the State of Florida and I own and occupy the property described herein.

I understand that section [196.131 \(2\)](#), Florida Statutes provides that any person who knowingly and willfully gives false information for the purpose of claiming homestead or any other statutory exemption is guilty of a misdemeanor of the first degree, punishable by a term of imprisonment not exceeding 1 year or a fine not exceeding \$5,000 or both.

By typing my name herein as my electronic signature (*print your last name and last 4 digits of your social security number*), I hereby state that I have read and understand the above statements and the questions asked within this application and that they are true, complete and correct under penalty of perjury.

Provided as a public service announcement and required disclosure by Florida Homestead Services.

Protecting your confidential information is important to us

- State and federal laws require us to keep your information safe.
- We have procedures and safeguards in place to protect your information.
- The confidential information we collect is used by us to provide our services.

Confidential information includes:

- Social Security number
- Birth date
- Address
- Employer
- Name
- ...and much more!

By law, we share some information with agencies in the state. They must follow the same strict privacy requirements that we follow. We are also required by law to release some information to the state and its government jurisdictions in order to process your case. When this happens the information in the file may be open to the public such as e-mail addresses, if it is not exempt.

Tell us if you are afraid of providing sensitive information electronically. We have safeguards to protect your information.

We will never send you an email or text message asking for your personal information. If you get an email, text message, or pop-up message asking for personal information, do not reply or call any phone number given, even if it looks like we sent it. Call us at 1-954-252-9111 if you get these types of requests.

Safeguards

Authorization to Release Confidential Information

We will not give your information to anyone unless you allow us to. If you want to allow someone to get information about your case, you need to complete a [Confidentiality and Non-Disclosure Form](#) Fill out and print the form and mail it to us, or [E-Mail](#) the form to our office. The form requires your signature.

Nondisclosure – safeguard for limited release of certain information

For service purposes, we share certain information such as: Name, address, social security numbers, phone number, voter information, vehicle information, driver license, date of birth, immigration status, and employer among other information required by law with other state and local government agencies in order to obtain any tax or exemption benefit on your behalf.

To get more information or a copy of the form [call](#) us or [e-mail](#) us.

Learn more information about our [Company rules, procedures and privacy policy](#)

Confidentiality and Company Non-Disclosure Agreement

This Agreement is entered into this ____ day of _____, 2013 by and between Florida Homestead Services, LLC (hereinafter "Recipient") and Client(s) _____ (hereinafter "Discloser").

WHEREAS Discloser possesses certain personal, sensitive and confidential information and wishes to provide said information to Recipient relating to homestead exemption and related services provided by Recipient in addition to sensitive, personal and private information that is confidential and proprietary to Discloser (hereinafter "Confidential Information"); and

WHEREAS the Recipient is willing to receive full and complete disclosure of the Confidential Information pursuant to the terms of this Agreement for the purpose of homestead exemption application, equity protection and other required services provided by Recipient;

NOW THEREFORE, in consideration for the mutual undertakings of the Discloser and the Recipient under this Agreement, the parties agree as follows:

1. Disclosure. Discloser agrees to disclose, and Receiver agrees to receive the Confidential Information.

2. Confidentiality.

2.1 No Use. Recipient agrees not to use the Confidential Information in any way, or to manufacture or test any product embodying Confidential Information, except for the purpose set forth above and in the Client-Company Agreement.

2.2 No Disclosure. Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than Recipient's agents/employees and required government agencies authorized to receive said information, in addition to those agencies having a need for disclosure in connection with Recipient's authorized use of the Confidential Information.

2.3 Protection of Secrecy. Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.

3. Limits on Confidential Information. Confidential Information shall not be deemed proprietary and the Recipient shall have no obligation with respect to such information where the information:

(a) was known to Recipient prior to receiving any of the Confidential Information from Discloser;

(b) has become publicly known or is public record through no wrongful act of Recipient;

(c) was received by Recipient without breach of this Agreement from an authorized third party without restriction as to the use and disclosure of the information;

(d) was independently developed by Recipient without use of the Confidential Information; or

(e) was ordered to be publicly requested or released by the requirement of a government agency.

4. Ownership of Confidential Information. Recipient agrees that all Confidential Information shall remain the property of Discloser, and that Discloser may use such Confidential Information for any purpose without obligation to Recipient. Nothing contained herein shall be construed as granting or implying any transfer of rights to Recipient in the Confidential Information, or any other personal or intellectual property protecting or relating to the Confidential Information.

5. Term and Termination. The obligations of this Agreement shall be continuing until the Confidential Information disclosed to Recipient is no longer confidential, or in perpetuity if the information remains confidential.

6. Survival of Rights and Obligations. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) Discloser, its successors, and assigns; and (b) Recipient, its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

To sign below electronically, enter your last name and last 4 digits of your Social Security Number.

DISCLOSER: Owner 1 Name: _____

Signature: _____

Date: _____

Owner 2 Name: _____

Signature: _____

Date: _____

RECIPIENT: Florida Homestead Services, LLC

Signed: _____

Date: _____