

APPLICATION RESIDENT QUALIFYING CRITERIA

We are delighted that you are interested in leasing a dwelling in our apartment community. In order to help you in making your decision, we have listed below the criteria for qualifying as a resident with us. Please note that these are our current rental criteria, nothing contained in these requirements shall constitute a guarantee or representation that all resident and occupants currently residing at this community have met these requirements. Please review this information before completing the application and paying the application processing fee, which is non-refundable:

- ◆ Falsification of information on the application will result in denial of residency and loss of application deposit as liquidated damages for our time and expense. A separate rental application must be fully completed, dated and signed by each applicant 18 years of age or older. Spouses can complete one rental application.

IDENTIFICATION:

All applicants must present a valid driver's license or other government issued photo identification and one of the following:

1. Applicants must show a current photo I.D.
2. Temporary/Permanent resident alien card verifying approved entry by the United States government.
3. United States government issued Social Security number.

INCOME/EMPLOYMENT:

Employment and monthly Income must be verifiable. Monthly household income must equal to at least (3) times the monthly rent of the unit. Applicants must supply (6) months of stable verifiable employment and submit most recent pay stubs for the last (4) weeks from Application date. Management will also verify with employer. A copy of an offer letter is acceptable as proof of employment. Applicants who do not meet income requirements may qualify by having a guarantor. The guarantor must have a gross monthly income of at least 4 times the monthly rent and must meet all other qualifying criteria. The guarantor must complete and sign a lease guaranty agreement. Guarantors may be held responsible for all the lease obligations, including the entire rent and other costs, such as damages, even if you have roommates. Self-employed applicants must prove a source of income verification with a copy of the last (2) years tax returns.

RENTAL HISTORY:

Must have at least (12) months of verifiable and positive residency history. Verification must be by apartment community, it cannot be made by an individual. First time renters will need a guarantor and meet all other requirements. Home owners will need to provide (12) months of mortgage payment history. In such instances, results of bad rental history can lead to a higher deposit or an automatic denial.

OCCUPANCY GUIDELINES:

The maximum number of residents permitted to dwell in an apartment is no more than (2) occupants per bedroom exclusive of 1 infant under (6) months old when calculating occupancy limits.

One Bedroom 2 persons

Two Bedroom 4 persons

Three Bedroom 6 persons

Residents who exceed these occupancy standards during the lease term, will be required, upon the end of the current lease term, to either:

I. Move Out

II. Transfer into another available apartment if approved by management which has more bedrooms.

Rent for the new apartment will be at the rental rate at the time the lease is entered into for the new apartment. New deposits will also be required.

CRIMINAL HISTORY:

Criminal Background: A criminal background check will be conducted for each applicant and prospective occupant who is of the age of eighteen (18) or older. The application or occupancy of any person may be denied at any time based on their criminal history, in Management's sole and absolute discretion. Criminal history for which Management may deny applications or occupancy include, but are not limited to, resulting from charges related to: terrorism,

- ★ All felony convictions, or any conviction, active parole including those serving "adjudication withheld" or "deferred adjudication" or pending cases with no time limit.
- ★ Terrorism-related offenses.
- ★ Applicant or occupant appears on the list of known terrorist and wanted fugitives as provided by the Office of Foreign Asset Control (OFAC), federal agencies to include the FBI or other state and local law enforcement agencies. Misdemeanor convictions, including those serving deferred adjudication or pending cases for the following reasons within 7 years from completion of sentence:
 - ★ Theft of property and damage to property.
 - ★ Applicants with more than one DUI.
 - ★ Violence related crimes and crimes with injury to persons
 - ★ All Sexual offenses.

Please remember that this requirement does not constitute a guarantee or representation that residents or occupants currently residing in our community have not been convicted of or subject to deferred adjudication for a felony, certain misdemeanors or sex offenses requiring registration under applicable law; there may be residents or occupants that have resided in the community prior to this requirement going into effect; additionally, our ability to verify this information is limited to the information made available to us by the resident credit reporting services used.

- ★ Any Crimes involving possession, manufacture, or delivery of any controlled substance, marijuana, drug paraphernalia, weapons, fraud or financial crimes, prostitution, sex, animal cruelty, OR crimes held against persons or property.
- ★ Any Crimes resulting in Jail or Prison time being served

FALSIFICATION OF APPLICATION:

Any falsification in Application's paperwork will result in the automatic denial Application. In the event that an Applicant falsifies his/her paperwork, owner has the right to hold all deposits and fees paid to apply towards liquidated damages. Owner shall be entitled to retain the Application Deposit Fee as liquidated damage; in which case, all further obligations to lease the premises to the Applicant shall be terminated if:

1. The applicant is withdrawn, for any reason, after signing this application.
 2. The application is accepted, but applicant does not sign an apartment lease agreement as and when required by owner.
 3. If the applicant has provided false or misleading information within this application. If the applicant is required to pay an additional application deposit in order to qualify for occupancy, the application shall be deemed conditionally accepted prior to the payment of such additional application deposit and the failure to pay the additional application deposit will entitle owner to retain the original paid application deposit, even if the application is subsequently rejected by the applicant's failure to pay the required additional application deposit.
- In the event that this application is denied, any allowable refundable fees will be refunded to applicant within 30 days of submitting application.

DEPOSIT AND APPLICATION FEES:

Application Fee: \$50 per applicant
Deposit for One Bedroom \$100
Deposit for Two Bedroom \$200
Deposit for Three Bedroom \$300
** Deposits are subject to change. **

PET QUALIFICATIONS:

No Exotic farm animals are permitted, including any animal that is not considered a usual and common household pet. Aggressive breeds will not be allowed. See list below for animals not allowed.

American Bulldogs Terriers Presa Canario Huskies Malamutes
Chowchows St. Bernards Great Danes Akitas Rottweiler's Pit Bulls
Dobermans Any hybrid or mixed breed of one of the aforementioned breeds.
Cat- \$150 deposit and \$150 non- refundable pet fee with a \$10 a month pet rent.
Dog under 25 pounds- \$250 deposit and \$250 non- refundable pet fee with a \$20 a month pet rent.
Dog over 25 pounds- \$350 deposit and \$350 non- refundable pet fee with a \$20 a month pet rent.

Privacy Policy for Personal Information of Rental Applicants and Residents

We are dedicated to protecting the privacy of your personal information, including your social security number and other identifying or sensitive personal information. Our policy and procedures are designed to help ensure that your information is kept secure, and we work to follow all federal and state laws regarding the protection of your personal information. While no one can guarantee against identity theft or the misuse of personal information, protecting the information you provide us is a high priority to our company and staff. If you ever have concerns about this issue, please feel free to share them with us.

How personal information is collected. You will be asked to furnish some of your personal information when you apply to rent from us. This information will be on the rental application form or other document that you provide to us or to an apartment locator service, either on paper or electronically.

How and when information is used. We use this information only for our business purposes involved in leasing a dwelling to you. Examples of these uses include, but are not limited to, verifying statements made on your rental application (such as your rental, credit and employment history), reviewing your lease for renewal and enforcing your lease obligations (such as to obtain payment for money you may owe us in the future).

How the information is protected and who has access. After we no longer need or are required to keep your personal information, we will store or destroy it in a manner designed to prevent unauthorized persons from accessing it. Our disposal methods will include shredding, destruction or obliteration of paper documents and destruction of electronic files.

Locator services. If you found us through a locator service, please be aware that locator services are independent contractors and are not our employees or agents, even though they may initially process rental applications and fill out lease forms. You should require any locator service you use to furnish you with their privacy policies.

**Thank you,
Management**

I ACKNOWLEDGE THAT I HAD AN OPPORTUNITY TO REVIEW THE PROPERTY'S RENTAL SELECTION CRITERIA, WHICH INCLUDES REASONS WHY MY APPLICATION MAY BE DENIED, SUCH AS CRIMINAL HISTORY, CURRENT INCOME, AND RENTAL HISTORY. I UNDERSTAND THAT IF I DO NOT MEET THE PROPERTY'R RENTAL SELECTION CRITERIA OR IF I FAIL TO ANSWER ANY QUESTIONS OR GIVE FALSE INFORMATION, THE PROPERTY MAY REJECT THE APPLICATION, RETAIN ALL APPLICATION FEES, ADMINISTRATIVE FEES, AND DEPOSITS AS LIQUIDATED DAMAGES FOR ITS TIME AND EXPENSE, AND TERMINATE MY RIGHT OF OCCUPANCY.

Tenant Signature: Tenant Signature: _____

Tenant Signature: Tenant Signature: _____

Owners Representative Signature: Date: _____