

Rental Criteria & Qualifications

Revised 9/24/2021

Welcome to our community! To reside in our community, we require each applicant 18 years of age or older (and all emancipated minors) to meet certain rental criteria. Before you complete the Lease Application, we encourage you to review our Rental Criteria & Qualifications to determine if you are eligible. This company and this community is an equal housing opportunity provider. We adhere to the Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in the sale, rental and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, handicap or familial status.

Please note that nothing in these requirements shall constitute a guarantee or representation by our community that all residents and occupants currently residing in our community have met these requirements. There may be residents and occupants that have resided here prior to these requirements going into effect. Additionally, our ability to verify whether these requirements are met is limited to the information we receive from various resident reporting services.

All applications for apartment homes:

1. will be accepted on a first come-first served basis;
2. are subject to the availability of the type of apartment home requested;
3. will be approved by complying with the rental criteria listed below;
4. require the receipt of the application fee, pet fees (if applicable) and deposits.

Rental applications are to be completed entirely. **Any omissions or falsifications may result in rejection of an application or termination of lease.**

Our application process consists of the verification and review of your rental, employment, credit history and criminal background. Applicants who are not approved will be notified in writing pursuant to the Fair Credit Reporting Act.

All applicants understand that they will not be able to occupy or take possession of an apartment home until all supporting paperwork is complete and signed by all parties.

Application: An application must be submitted by each applicant 18 years of age or

older, who will be occupying the apartment home, and each applicant must meet all rental criteria. All applicants are required to execute the lease agreement and each applicant is individually responsible for the total amount of the rent. Valid Government issued identification must be presented at the time of application to verify full name and date of birth.

Max Number of Occupants: All proposed occupants must be listed on the application. Maximum occupancy is based on the number of bedrooms as listed below:

One Bedroom – two (2) persons plus an infant up to eighteen (18) months old
Two Bedroom – four (4) persons plus an infant up to eighteen (18) months old
Three Bedroom – six (6) persons plus an infant up to eighteen (18) months old

Income: The total of the entire applicant(s) gross monthly income must be at least three (3) times that of the monthly rental payment. If the applicant(s) does not meet the income requirement, they may qualify with a valid lease guarantor with a gross monthly income of at least four (4) times that of the monthly rental payment.

Employment: Applicant must have six (6) months of consecutive, verifiable employment and provide at least three (3) months of most recent pay check stubs. If self-employed, retired, or disabled, the applicant must provide a photocopy of their tax return from the previous year, a financial statement from a CPA verifying their employment and income, or photocopies of their four (3) most current bank statements illustrating the ability to pay rent, plus verifiable proof of self-employment, retirement, or disability. If employment is recent or new, applicant may provide a written job offer letter dated within the last 30 days on company letterhead, indicating start date, salary, and type of employment (full time or part time).

Rental History: Applicant must have six (6) months verifiable rental history within the past twelve (12) months from a non-relative. Rental history may be verified on present and previous residence. Mortgage history within the past twelve (12) months will be accepted. A positive record of prompt monthly payment, sufficient notice, with no damages is expected. Evictions, Skips, or Money Left Owing to a Landlord within three (3) years of application date or falsification of this application may result in automatic rejection. Bankruptcy and Foreclosures within the last two (2) years may be declined. **No verifiable Rental History may require an additional non-**

refundable risk fee. Neither guarantors nor additional security deposits will be accepted for *negative* rental history. Pursuant to the Fair Credit Reporting Act, applicants denied due to negative history reflected on their credit report will be notified in writing.

Credit Scoring: A credit report will be pulled on each applicant. An unsatisfactory credit report can disqualify an applicant from renting an apartment home at this community. An unsatisfactory credit report is one that reflects past or current bad debts, late payments, or unpaid bills, collection actions, liens, judgments or bankruptcies. Applicants declined for no credit history may qualify with an additional non-refundable risk fee. **Pursuant to the Fair Credit Reporting Act, applicants denied due to poor credit history will be notified in writing.**

Criminal History: A criminal background check will be run on all applicants. An automatic denial will occur should an applicant appear on the list of known terrorists 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. The applicant agrees that the lease shall be terminated in the event the applicant, after moving onto the property, is convicted of any of the crimes listed below, and/or appears on the list of known terrorists, wanted fugitives, or national sex-offender database.

Please note this requirement does not constitute a guarantee or representation that residents or occupants residing at this apartment community have not been convicted of a felony or are not subject to adjudication of a felony.

An applicant may be automatically denied in the event the applicant(s) has been convicted of a felony or other convictions for any crime listed below:

Felony Convictions (50 years)

Homicide, Sex Related Offenses (forcible, nonforcible), Sex Offender Registrant, Drug/Narcotic Related Offenses-Sale or Mfg

Other Convictions (50 years)

Sex Offender Registrant

Felony Convictions (30 years)

Kidnaping/Abduction Related Offenses

Other Convictions (10 years)

Assault, Homicide, Kidnaping/Abduction, Sex Related Offenses (forcible, nonforcible), All Other Person Related Offenses

Other Convictions (5 years)

Arson, Burglary & Breaking and Entering, Motor Vehicle Theft Related Offenses

Felony Convictions (25 years)

Arson Related Offenses

Other Convictions (3 years)

Pornography/Obscene Material Related Offenses, Prostitution Related Offenses, Weapons Law Related Offenses, Drug/Narcotic Related Offenses-Sale or Mfg, Driving While Intoxicated Related Offenses

Felony Convictions (15 years)

Assault Related Offenses, Sex Related Offenses-nonforcible, All Other Person Related Offenses, Motor Vehicle Theft Related Offenses, Pornography/Obscene Material Related Offenses, Prostitution Related Offenses

Other Convictions (2 years)

Family Related Offenses-nonviolent, All Other Property Related Offenses, Robbery, Stolen Property, and Larceny & Theft Related Offenses, Destruction/Damage/Vandalism of Property Offenses, Drug/Narcotic Related Offenses

Felony Convictions (10 years)

Family Related Offenses-nonviolent, Burglary & Breaking and Entering, Robbery, Stolen Property, and Larceny & Theft Related Offenses, Weapons Law Related Offenses.

Other Convictions (1 year)

Fraud Related Offenses, Purposely Obstructing the Law Related Offenses

Felony Convictions (7 years)

Destruction/Damage/Vandalism of Property Offenses, Drug/Narcotic Related Offenses, Driving While Intoxicated Related Offenses

Felony Convictions (5 years)

Fraud Related Offenses, All Other Property Related Offenses

Felony Convictions (3 years)

Peeping Tom Related Offenses

Felony Convictions (2 years)

Counterfeiting/Forgery Related Offenses,
Embezzlement/Bribery Related Offenses,
Extortion/Blackmail Related Offenses,
Purposely Obstructing the Law, Disorderly
Conduct, Trespassing Related Offenses

Lease Guarantor Qualification Criteria: Guarantors will be accepted for income qualifications only. He/she must complete a Lease Application for residency and meet all of the Rental Criteria & Qualifications. A guarantor will be a signor on the Lease Agreement and will also be fully responsible for the Lease Agreement if the occupying resident(s) default.

Pets: Pets may be accepted or declined at management's discretion. Domestic pets are welcome, and we allow a maximum of two (2) pets per apartment. Pet's weight must not exceed 50lbs. A twenty (20) gallon fish tank is the maximum allowed on the 1st floor only per apartment. Renter's Insurance is required. Pet deposits and pet fees must be paid in full prior to move-in. Pets must be "good residents". Aggressiveness towards people or other animals or nuisance pets will not be tolerated. Breed restrictions apply to any aggressive breeds as determined by the property owner and insurance company. Management reserves the right to meet and "interview" your pet, and a photograph will be kept on file. Assistance animals for persons with disabilities are not considered to be pets and are not subject to breed and size restrictions, but still require prior approval of management.

Application Fees and Deposits: Applicant must submit all application fees, risk fees, pet fees, and deposits through the online payment system via ACH or credit card or in the form of a cashier's check or money order. Each applicant is required to pay individual application fees.

Cancellations: Application fees are non-refundable. Application Deposits will only be refunded on denied applicants. Deposits will not be refunded for cancellations or falsification of any information on an application or other paperwork as they will be retained for liquidated damages.

Acknowledgment

You declare that all your statements in this Application are true and complete. **Applicant's submission of this Application, including payment of any fees and deposits, is being done only after applicant has fully investigated, to its satisfaction, those facts which applicant deems material and necessary to the decision to apply for a rental unit.** You authorize us to verify your information through any means, including consumer-reporting agencies and other rental-housing owners. **You acknowledge that you had an opportunity to review our rental-selection criteria, which include reasons your Application may be denied, such as criminal history, credit history, current income and rental history. You understand that if you do not meet our rental-selection criteria or if you fail to answer any question or give false information, we may reject the Application, retain all application fees as liquidated damages for our time and expense, and terminate your right of occupancy.** Giving false information is a serious criminal offense. In lawsuits relating to the Application or Lease, the prevailing party may recover from the non-prevailing party all attorney's fees and litigation costs. We may at any time furnish information to consumer-reporting agencies and other rental-housing owners regarding your performance of your legal obligations, including both favorable and unfavorable information about your compliance with the Lease, the rules, and financial obligations. Fax or electronic signatures are legally binding. You acknowledge that our privacy policy is available to you.

Right to review the Lease. Before you submit an Application or pay any fees or deposits, you have the right to review the Application and Lease, as well as any community rules or policies we have. You may also consult an attorney. These documents are binding legal documents when signed. We will not take a particular dwelling off the market until we receive a completed Application and any other required information or monies to rent that dwelling. Additional provisions or changes may be made in the Lease if agreed to in writing by all parties. You are entitled to a copy of the Lease after it is fully signed.

Images on our website may represent a sample of a unit and may not reflect specific details of any unit. For information not found on our website regarding availability, unit characteristics or other questions, please call or visit our office.

This Application and the Lease are binding documents when signed. Before submitting an Application or signing a Lease, you may take a copy of these

documents to review and/or consult an attorney. Additional provisions or changes may be made in the Lease if agreed to in writing by all parties.