

The Legacy Apts

RESIDENT SELECTION CRITERIA FOR CONVENTIONAL COMMUNITIES

Welcome to our community. Before you apply to rent in our community, please take the time to review our screening policies. All persons 18 years of age or older will be required to complete separate rental applications and must provide proof of a valid government issued photo identification. The term "Applicant(s)" under this policy means the person or persons that will be signing the Lease as "Residents"; the term "Occupant(s)" in this policy means the person or persons that are authorized occupants under the Lease.

Please note that this is our current rental criteria; nothing contained in these requirements shall constitute a guarantee or representation by us that all residents and occupants currently residing in the community have met these requirements. There may be residents and occupants that have resided in the community prior to these requirements going into effect; additionally, our ability to verify whether these requirements have been met is limited to the information we receive from the various resident credit-reporting services used. It is the policy of this community to comply with all applicable federal, state and local fair housing laws including those which prohibit discrimination against any person based on race, sex, religion, color, familial status, national origin or handicap/disability, marital status, age, ancestry, sexual orientation, medical condition, gender, gender identity, gender expression, genetic information, source of income, and arbitrary personal characteristic, perception, association, or any other protected classification under federal, state or local law.

1. **Occupancy Guidelines** – The following occupancy standards apply based on 2 persons per bedroom, plus one per apartment.

Studio	Two Persons
One Bedroom	Three Persons
One Bedroom with Den	Three Persons
Two Bedroom	Five Persons
Three Bedroom	Seven Persons
Four Bedroom	Nine Persons

2. **Age** – Applicants must be 18 years of age or older unless deemed to be an adult under applicable law with respect to the execution of contracts. In respect to property jurisdiction within state law, some applicants will be required to provide current proof of emancipation.
3. **Credit** – A credit report will be completed on all applicants to verify credit ratings. Income, debt and verified credit history will be entered into a credit scoring model to determine rental eligibility and security deposit levels. Unfavorable accounts which will negatively influence this score include, but are not limited to: collections, charge-off, repossession, and current recent delinquency; bankruptcies not discharged will result in an automatic denial of the application.

ADDITIONAL DEPOSITS WILL BE REQUIRED FOR ALL CREDIT RECOMMENDATIONS BELOW THE ACCEPTABLE LEVEL. THIS PROVISION IS WAIVED IF A GUARANTOR IS OBTAINED. "THIS DOES NOT INCLUDE DENIED RECOMMENDATIONS."

4. **Income** – Gross income for all applicants in one apartment home will be combined and entered into the credit scoring model for income eligibility. If employed, all applicants will be asked to produce consecutive and most recent pay stubs for the last 4 payments from Application Date. Employment verification will be completed with the employer. Applicants must have a minimum combined gross income of **2.5** times the **monthly rent**. We will accept all legal, verifiable sources of income paid directly to the applicant or to a representative of the applicant. These sources include, but are not limited to: child support, financial aid, pensions, GI benefits, disability, trust funds, social security, retirement, familial support, unemployment or any other legal, verifiable source of income. All sources of income will be verified through a third party. The applicant must supply four (4) consecutive statements documenting each source of income listed.
5. **New Employment** – If employment is to begin work shortly, the applicant must provide a "letter of intent" to hire from the employer with the stated salary and expected beginning date. The date of hire per the letter of intent must be within 30 days of the move in date.

6. **Self-Employment and Seasonal Employment** – Such applicants must provide the previous year's income tax return and the four (4) most current monthly bank statements, or the previous year's income tax return and a certified profit and loss statement within thirty (30) days of application date. Seasonal employment must be verified by providing the prior year's tax return and verification of employment.
7. **Asset Income** – Must have a minimum combined gross income of **2.5** times the monthly rent, times the term of the lease and provide the four (4) most current monthly savings account or bank statement.
8. **Criminal History** – A criminal background check will be conducted for each applicant and occupant age 18 years or older. The application will be denied for any of the reported criminal related reasons that have occurred within the timeline prior to the application date regardless of the applicant's age at the time the offense was committed. All records are evaluated from the date of disposition.

Applicant(s) will automatically be denied for any criminal-related reason that has occurred within the seven (7) years for felony and/or three (3) years for misdemeanor, prior to the application date. Misdemeanor convictions related to traffic, tobacco, licensing, or wildlife/nature are not considered, however, any criminal charges included but not limited to such categories would be disqualifying. All records are evaluated from the **date of disposition**. The credit scoring model will provide an "Accept" or "Deny" recommendation based on such findings.

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.

9. **Rental History** – Applicants must have a minimum of six (6) cumulative months of verifiable rental or mortgage payment history within the last 24 months. In such instances, if a previous landlord cannot be contacted, 6 consecutive months of proof of payment must be verified and a copy of the lease contract must be provided. Applicants not having verifiable rental or mortgage history will pay an additional deposit of \$300.00 per household. Total deposit not to exceed full month's rent. This provision is waived if a guarantor is obtained. Applications for residency will automatically be denied for the following reasons:
 - i. An outstanding debt to a previous landlord
 - ii. A breach of a prior lease, a prior eviction, or in the process of eviction of any applicant or occupant
 - iii. More than one (1) late payment within the last 6 months or three (3) late payments and/or 2 NSF's within 12 months.
10. **Guarantors** – **Guarantors will not be accepted for applicants that are denied for reasons listed above in items i, ii & iii.** Guarantors will be accepted for applicants who do not meet the required rent-to-income ratio, denied on credit or applicants who fail to meet the rental history standard as outlined in Paragraph 9. The guarantor will be required to complete an application and pay a full application fee. Guarantors must have a gross monthly income of **5** times the monthly rent and meet the qualifying criteria identified in the Credit and Income sections of the screening policy. Income, debt and verified credit history will be entered into a credit scoring model to determine rental eligibility. The guarantor will be asked to sign a Guaranty Agreement at time of lease execution. Such agreement must be executed in person or notarized.
11. **Pets** – If pets are accepted at the community where application is made, no more than two (2) pets each weighing **65** pounds or less full-grown are allowed per apartment. Aggressive breeds listed but not limited to, will not be allowed. See list below for pets not allowed. An additional deposit for each pet is required. Aquariums will be allowed with a 5-gallon maximum. A Pet Application is required for each pet. Refer to FPMG Pet Application for further details on pet restrictions, applicable pet rent and deposit requirements. Assistive animals for persons with disabilities are not considered "pets" but do require our prior written approval and will be evaluated consistent with relevant fair housing laws. In situations where the applicant's disability and/or disability-related need for an assistive animal are not readily apparent, we will request written verification of the same.

RESTRICTED ANIMAL/BREED LIST (included but not limited to) <i>(Note: Service/Companion/Assistive animals may not be subject to this list)</i>	
Breeds of Dogs:	Pit Bulls Rottweilers Presa Canario German Shepherds Huskies Malamutes Dobermans Chowchows St. Bernard's Great Danes Akitas Terriers (<i>Staffordshire</i>) American Bull Dog Karelian Bear Dog Any hybrid or mixed breed of one of the aforementioned breeds
Poisonous Animals:	Tarantulas Piranhas
Exotic Animals:	Reptiles (snakes, iguanas) Ferrets Skunks Raccoons Squirrels Rabbits Birds (parrots, cockatiels, macaws)

12. **Vehicles** – Refer to the Leasing Office for the property’s parking policy. Vehicles must be operational and have current registration. Boats, RV’s, motorhomes, trailers, commercial trucks, vehicle storage, etc. are not allowed at any time.
13. **Water Furniture** – Water furniture will only be allowed in first floor apartments.
14. **Deposit Levels** – The results of the credit scoring model, rental history and the unit attribute/floor plan will determine the amount of Holding Deposit.
15. **Falsification of Application** – Any falsification in Applicant’s paperwork will result in the automatic denial of Application. In the event that an Applicant falsifies his/her paperwork, owner will hold all deposits and fees paid to apply towards liquidated damages.
16. **Application Fees** – As allowable by State and Local legislation, a separate payment in the form of a Check, Cashier’s Check, Money Order or Debit/Credit Card for the application fee must be provided with the completed rental application. These funds will be deposited upon receipt.
17. **Renter’s Insurance** – Minimum liability coverage of \$100,000.00 is required, the Property must be listed as the ‘Interested Party’ on the Declaration Page and Evidence of Insurance must be presented with an effective date beginning no later than the actual move-in date when signing the Rental Agreement.
18. **Utilities** – Monthly utilities will be at the expense of the resident. Due to certain conditions associated with RUBS Program, Applicant to contact management for property specifics details.

Application will not be considered until the Application has been fully executed and returned, and all applicable Holding Deposit and Fees have been paid.

I have read and understand the entire resident screening policy of this community.

APPLICANT(S) SIGNATURES

	Date	
	Date	