

## STATEMENT OF RENTAL POLICY

Welcome to our community. Before applying to rent an apartment, please take the time to review this Statement of Rental Policy. For the purpose of this document, the term “applicant” is defined as the person or persons who will be signing the Lease as the “Resident”. An applicant must be a person 18 years of age or older, or if less than 18 years of age be able to provide verifiable documentation that the applicant is a legally-emancipated minor, to qualify as a resident. The term “occupant” is defined as the person or persons who will be listed on the lease agreement, and who is residing at this community. Some criteria apply to the applicants only; other criteria apply to all occupants. Please note that this is the current rental criteria for this community; nothing contained herein constitutes a guarantee or representation that all residents and occupants currently residing here have met these requirements. There may be individuals who began residing at this community prior to these particular criteria going into effect; additionally, the ability to verify whether these requirements have been met is limited to the reliability of information received from applicants and outside services used.

**FAIR HOUSING.** Our community supports equal housing opportunity, including the Fair Housing Act as amended, a federal law applicable in all states that prohibits discrimination in housing based on race, color, religion, sex, national origin, familial status or disability. In addition, many states and localities have their own local fair housing laws or ordinances, which may protect additional characteristics from discrimination in housing. Our community does not discriminate on the basis of any state or locally protected characteristics. Please note that these are our current rental criteria; nothing contained in these requirements shall constitute a guarantee or representation that all residents and occupants currently residing at this community have met these requirements. There may be residents and occupants that have resided at this 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 various resident credit reporting services used. 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.

**IDENTIFICATION.** All applicants will be asked to provide positive identification and evidence of their lawful presence in the United States. All applicants must present a valid driver's license or other government-issued photo identification and one of the following; 1) a United States government issued Social Security number; 2) Form I-94 Arrival-Departure Record showing entry date and authorized period of stay; 3) temporary resident alien card verifying approved entry by the United States government (I-94W); 4) Form I-95; 5) Form I-151; 6) I-551 Permanent Resident Card (Alien Registration Receipt Card); 7) Form I-688 Temporary Resident Card; 8) Form I-688A Employment Authorization Card; 9) Form I-688B; or 10) Form I-766.

**LEGAL RESIDENCY.** All applicants and prospective occupants must provide appropriate verification of their lawful presence in the United States.

**INCOME/CREDIT.** Applicants must have acceptable income and credit history. Third party consumer credit reporting and screening agencies are used to verify applicants' identity, credit, and criminal history. Based on their credit history, applicants may be required to pay a larger than standard deposit. The third-party screening agency considers several factors in its application recommendations, including, but not limited to: credit history, criminal history, applicant's debt and debt service requirements, debt payment history, eviction history, applicant information lawfully obtained from Federal, state and local law enforcement agency databases, and other relevant information. Applicants must have income of at least 3 times the tenant paid rental amount less any concessions or incentives. If an applicant's income is not sufficient, a guarantor may be required. If a guarantor is required, **guarantor's income must be 5 times the tenant paid rental amount.** Applicants combined income should be equal to or greater than three times the rental rate. All applicants must utilize the Resident Verify Income Verification Process to verify income.

**CRIMINAL HISTORY.** All applicants (and current residents upon renewal where applicable) will be screened for criminal history. Lantower Luxury Living **considers the entire application. We do not exclude individuals simply because of prior convictions and only consider records that are reportable under the Fair Credit Reporting Act and rules of Texas, North Carolina and Florida.** Convictions do not result in automatic denial of application or lease renewal; consideration will be given to the nature, date, and circumstances of conviction. Convictions involving sexual misconduct (as defined by state law), drug related crimes, theft by check or a physical crime against a person or another person's property may allow approval of the application with special conditions, or denial based on the crime and date of said criminal charges. **Applicants or current residents appearing on the list of known terrorists and wanted fugitives as provided by the Office of Foreign Asset Control (OFAC), federal agencies (including the FBI or other state and local law enforcement agencies) will be denied.** All applicants and current residents aged 18 and over will be screened through the OFAC.

We have an interest in protecting the residents and others on the property from crime. Depending on the nature of the crime committed, how long ago that occurred, the specific facts involved, likelihood of someone committing another crime, and other factors, you may not be able to live on our property. We have the right to perform a criminal background search of each person who will be a resident or occupant of the apartment community and do not allow persons who have a recent criminal history from living here. Data on recidivism rates demonstrate our interest in the potential risk that any criminal history might impact your ability to pay rent, our liability if you were to commit another crime against someone in our community, and fear or unhappiness of other residents and occupants who are aware of your history. Even if you have been a resident on our property prior to this time, if you are convicted of a crime since the time you moved-in or reapplied, it could result in denial of your application. If your application is denied because of a criminal history, you will be advised of the basis of the disqualification, which company provided that information to us from the criminal background search, and afforded an opportunity to dispute that you are the person identified in the search; that the records are inaccurate; or provide us with your own statement and explanation of what occurred and why we should review the decision to decline your application.

When requesting us to review a denial of your application, you should submit a signed and dated statement or other evidence that provides us a basis for the review. If you dispute the denial because your name has been confused with another person who committed the crime or your name was used for identity theft, it will be your responsibility to contact the consumer reporting agency that provided the information and take appropriate steps to correct your credit file. If you were convicted but believe other factors show you are not a risk to the community, then you should submit a written statement outlining those considerations, including, but not limited to, your rehabilitation or treatment; community involvement, support, and ties; and employment history, stability, or training.

We do not decline rental applications based *solely* on an *arrest* record. An arrest is only an accusation that a crime was committed. It is our policy to look only at actual *convictions*. A conviction means that there is a finding or adjudication of guilt by a court. However, if the arrest is recent and for a serious crime, we have the right to investigate *the facts pertaining to the charge* and ask you or others to provide us with a statement regarding what occurred. So, we have the right to decline a rental application based on the actual underlying facts related to the arrest if the facts have a bearing on whether you are qualified to live in this community even if the arrest has not resulted in a conviction.

If we perform a background check we will run it at that same time that we process your rental application to perform a credit check. Your application will not be approved unless you are qualified as to each of the rental criteria.

In general, we will not deny a rental application based on a single (or lesser and related included) offense which is over 7 years old. However, we will consider multiple offenses within a 10-year period as a disqualification. The look back period will start from the date of your rental application going back to either: the date of the crime, conviction, completion of probation or parole, or release from jail or prison, whichever is later. In general, we will not consider misdemeanors unless they are of an aggravating or serious nature or you have multiple misdemeanors over a period of 10 years.

**GUARANTORS.** Guarantor(s) that meet the Company’s applicant criteria may be required on behalf of applicants who do not meet the criteria.

**OCCUPANCY:** Occupancy of the apartment is limited to those persons listed on the lease and is based on the number of bedrooms in a unit. A bedroom is defined as a space within the premises that is used primarily for sleeping, with at least one window and a closet space. Occupants under the age of 24 months at the time of lease signing or renewal are not counted toward maximum occupancy. Rooms such as a study or den may be considered a bedroom for purposes of maximum occupancy. **Definition of occupants-** Occupants are immediate family members under the age of 18 or legal dependents as indicated on the most recent federal or state income tax form. Occupants must not have any automatic rejections. All others need to apply for lessee status, complete an application and be screened. Exceptions may apply for exceptionally large or unusually configured floor plans.

**SECURITY DEPOSITS.** Security deposit requirements vary among locales and markets and may differ among individuals based upon objective factors such as credit and rental history

**PROCEDURE FOR NOTIFICATION OF DENIAL OF APPLICATION** Should your application be denied; an adverse action letter will be provided. You may have the opportunity to file a grievance challenging the decision to deny your application; you will receive information regarding your rights to grievance with the adverse action letter.

**ANIMALS (if applicable).** Generally, acceptable animals include domestic cats, dogs, birds, and fish (maximum tank size: 50 gallons). Dogs that are pure-breeds or mixes of the following breeds are prohibited: Akita, Alaskan Malamute, American Bull Dog, Basenji, Caucasian Ovcharka, Chow-Chow, Dalmatian, Doberman, Dogo, German Shepherd, Great Dane, Gull Dong, Husky, Malamute, Mastiff (also known as: Boer Boel, Bull Mastiff, Brazilian Mastiff, Cane Corso, Neapolitan Mastiff, Toso Inu), Pit Bull (also known as: American Staffordshire Terrier, American Pit Bull Terrier, Staffordshire Bull Terrier), Presa Canario, Rhodesian Ridgeback, Rottweiler, Spitz, Saint Bernard, Shar Pei, and Wolf-Dog Hybrid. Pets will be subject to visual inspections and /or photography. The numbers of any given animals allowed are property specific. All other animals are prohibited, including, but not limited to, snakes, ferrets, iguanas, potbelly pigs, rabbits, and insects. If and when an animal is permitted on a property, a non-refundable fee, additional rent, and additional deposit may be required. These charges may vary among Lantower Luxury Living properties. Additional fees, rent, and deposits will not be required, and breed restrictions may not apply, as an accommodation for disabled persons’ support animals. Requests for reasonable accommodations will be reviewed on a case by case basis. **NO ANIMAL IS AUTHORIZED WITHOUT MANAGEMENT’S PRIOR WRITTEN PERMISSION AND THE EXECUTION OF AN ANIMAL ADDENDUM.** Assistive animals are not pets and are not subject to the above criteria upon required documentation provided and required under ADA requirements. All applications will initially be screened through a third-party screening partner used by the community called "[Petscreening.com](https://petscreening.com)" (a nationally recognized vendor) as a part of the application review process for all applicants, irrespective of whether the applicant has listed an animal in its application, in order to verify the identity and status of any animal identified by the applicant in its application. This screening process is required for all applicants because the community may have policies in place such as "no pets visiting/pet-sitting" that will require acknowledgement. [Petscreening.com](https://petscreening.com) uses a scoring system employing data factors that include (but are not limited) to the animal's breed, age, vaccination records and behavior history, to determine if the animal should be accepted. The community may also use [Petscreening.com](https://petscreening.com) to assist in its evaluation of any requests for reasonable accommodations by applicants or residents for requests to any of its rules or policies based upon an animal's claimed status as an assistance animal.

**FEES/DEPOSITS:** Each applicant shall pay a non-refundable application processing fee for verification of information pertaining to credit and criminal history reports. If the application is accepted, then a non- refundable administration fee will be applicable. If an applicant is conditionally approved, but chooses not to pay the additional deposit, then his/her application will be considered declined. If the application is approved and the applicant fails to sign a lease or take occupancy of the premises on the agreed date, management may retain the application fee and administration fees as liquidated damages for the amount of rent lost and any expenses incurred due to the cancellation. Fees may vary among Lantower communities.

**REASONABLE ACCOMMODATIONS TO DISABILITIES:** As part of this property’s commitment to equal housing opportunity and non-discrimination on the basis of disability, you may request reasonable accommodations that are necessary because of a disability during the application process. Please notify management if you believe any such accommodation to a disability is necessary.

**ACKNOWLEDGEMENT.** I have read, understand and accept the above as qualifying standards and rental policies of this Community. Further, by signing below, I authorize a credit report(s) and criminal history records being ordered, prepared and delivered in connection with my application or tenancy at this Community, whether before, during or following such tenancy.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lantower Representative

\_\_\_\_\_  
Date

