

## **Statement of Rental Qualifying Criteria**

**Equal Housing Opportunity:** First Communities Management, Inc. adheres to the Fair Housing Law (Title VII of the Civil Rights Act of 1968 as amended by the Housing and Community Development Act of 1974 and the fair Housing Act of 1988) which stipulates that it is illegal to discriminate against any person in housing practices on the basis of race, color, religion, sex, national origin, disability or familial status.

**Applicant:** All persons that will reside in the apartment home upon approval of the application, must be listed on the application as well as the lease as either an occupant or lease holder. Each occupant 18 years or older must complete an application and meet the qualifying requirements. Each occupant 18 years or older is fully and equally responsible for the entire rental payment and each must execute the Apartment Rental Agreement along with all other addendums. Occupants under 18 must be listed on the application as well as the lease as an occupant. Failure to disclose all occupants on the application will result in an occupant becoming unauthorized. Unauthorized occupants are unable to reside on the premises until their application for occupancy have been processed and approved per the qualifying requirements listed herein.

\*In the state of Alabama the legal age of majority is 19 years old or older. In the state of Alabama, occupants age 19 or older must complete an application and meet qualifying requirements.

**Occupancy Standards:** No more than two occupants shall be permitted per bedroom in each floorplan. A child or infant who is under the age of twenty-four (24) months (including an unborn child) at the time of leasing or renewing an existing lease will not be counted in determining the maximum number of persons who may occupy an apartment. Residents who have exceeded the occupancy restriction are not required to "upgrade" (move to a larger apartment) until the end of their current lease or renewal term (not including any month to month automatic renewal extensions). If your household occupants exceed our maximum per bedroom requirement due to the additional occupant being older than twenty-four months at the end of the lease terms, you must at that time qualify for a transfer to a unit with more bedrooms if available or vacate the premises with proper notice. Other factors may be considered such as the square footage of the apartment, and layout and configuration of the apartment.

**Income:** Household income must be 3 times the monthly rent prior to any discounts or concessions. Guarantors are required to income qualify at five (5) times the monthly rent prior to any discounts or concessions.

Employment/ Proof of Income: Applicant(s) must provide proof of income within 72 hours of submitting their application such as the following:

- Paycheck stubs (two (2) most recent required)
- Verifiable employment offer letter
- Most recent tax records
- Three (3) most recent bank account statements
- Child support or alimony order when court directed
- Grants, pension or trust funds
- GI benefits, disability, Social Security
- Attending school will be accepted as an alternative to being employed, but the applicant(s) must meet criteria with regards to rental history, credit, and provide source of financial support.

### **Credit History:**

Based upon the credit screening, payment history, and public records, all applications will be either accepted, rejected or accepted on the condition that an additional security deposit be paid, additional payment document be provided and/or a guarantor is required. If your Application is rejected or is accepted with conditions, you will be given the name, address and telephone number of the consumer reporting agencies which provided your consumer information to us. An applicant rejected for unsatisfactory credit is encouraged to obtain a copy of the credit report, correct any erroneous information that may be on the report and submit a new application to this community for further consideration.

### **Criminal Background:**

Each applicant will be screened for criminal background. An applicant will not be disqualified automatically because of a past criminal conviction. The Company will review the nature of the conviction, underlying conduct of the conviction, age of conviction, and other factors to determine if an applicant with a criminal conviction qualifies for residency. Misdemeanors, other than sex crimes, the illegal manufacturing/distribution of controlled substances, crimes resulting in bodily harm, and damage/destruction of property, will generally not be considered. Misdemeanor criminal convictions relating to sex crimes, the illegal manufacturing/distribution of controlled substances, crimes resulting in bodily harm, and damage/destruction of property, will generally not be considered after 7 years with a clean record. Felonies older than 10 years may not be considered as long as the applicant has no other convictions during the past 10 years. Crimes relating to sex/violence/weapons; Crimes against children; Crimes against landlord or rental properties; Arson; Metal theft; Vandalizing properties or Damaging properties; Dealing in illegal drugs; Shooting, Stabbing, Raping will be reviewed carefully to determine whether the applicant poses a possible safety concern to residents and the community. Disqualified applicants may submit additional information or mitigating factors to be considered in an appeal to a rejection. An applicant rejected for an unsatisfactory criminal background is encouraged to obtain a copy of the criminal report, correct any erroneous information that may be on the report and submit a new application to this community for further consideration.

The apartment owner and management provide equal housing opportunity for qualified applicants and do not discriminate on the basis of race, color, religion, sex, national origin, disability, familial status, or any other legally recognized status in the State.

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.

Each applicant will be screened for criminal background. The Company will review the nature of the conviction, underlying conduct of the conviction, age of conviction, and other factors to determine if an applicant with a criminal conviction qualifies for residency. In general, we will not deny a rental application based on a single (or lesser and related included) offense which is over 10 years old, unless it is a serious crime against persons. However, we will consider multiple offenses within a 15 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.

#### **Residential History:**

All persons applying for an apartment must have twelve (12) months of verifiable, satisfactory rental history. An eviction or foreclosure could constitute for denial. For persons owning a home, a financially satisfactory home ownership may be substantiated in lieu of rental history. This requires applicant to provide a proof of timely mortgage payment. Less than twelve months of history or first-time renters may require an additional deposit.

#### **Pet Restrictions:**

Pets are defined as dogs, cats, fish, birds and hamsters. Exotic pets or livestock are not permitted to live in our communities. Fish tanks are to be limited in size and can be no more than 24 gallons.

The following dogs are not admitted to our communities unless they are a certified service animal (CSA) or an emotional support animal (ESA):

Alaskan Malamute, Akita, Bull Mastiff (Presa Canario), Chow, Doberman Pinscher, German Shepherd, Husky, American Staffordshire Terrier, American Bully, American Pit Bull Terrier and Staffordshire Bull Terriers also known as "Pit Bull", Rottweiler, Wolf Hybrid or any mix of the above breed.

Any dangerous dog. A dog can be designated as "dangerous" if it makes an unprovoked attack on someone anywhere outside its normal enclosure, or an unprovoked act on someone leading that person to believe the dog would attack and cause injury.

I hereby affirm that I have read and reviewed the above explained Statement of Rental Qualifying Criteria.

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Applicant's Signature                      Date

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Applicant's Signature                      Date

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