



**M. TIMM DEVELOPMENT, INC.
RESIDENT QUALIFYING CRITERIA**

(Application not complete without submission of Qualifying Criteria)

In an effort to achieve our goal of providing the housing environment you desire, all prospective residents are required to meet established criteria to be considered for residency. M. TIMM DEVELOPMENT, INC. abides by all Federal, State and Local Fair Housing Laws (Title VII of the Civil Rights Act of 1968 as amended by the Fair 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 because of race, color, creed, religion, sex, national origin, marital status, welfare, disability and familial status when processing all potential residents. In the event that any minimum requirement contained within this document is in conflict with any Local, State or Federal rule or law, the appropriate Local, State or Federal rule or law will prevail.

We offer the following information so that all applicants will have available to them the statement of rental qualifying policies of M. TIMM DEVELOPMENT, INC. apartment communities. Although we have attempted to make this document easy to read and understand, it includes legal terms. If you have any questions about our policies or about the information in this document, please contact any member of our Management Team.

All prospective residents will be required to meet the following qualification standards discussed below.

Applicants who are citizens of another country must provide the INS document that entitles the applicant to be in the United States. If the form the applicant is relying on is a form I-94, the applicant will also need to provide his/her passport and visa. Students must provide an I-20 verifying student status and proof of enrollment. M. TIMM DEVELOPMENT, INC. may ask to make a photo copy of any of the applicant's INS documents, passport and visa. In addition, for applicants who do not have credit history in the country and/or a guarantor, M. TIMM DEVELOPMENT, INC. may accept an additional deposit in lieu of the credit/guarantor requirements.

OCCUPANCY POLICY

Occupancy standards are (2) two occupants per bedroom (plus a child who is less than 12 months old). Residents who have a newborn less than 12 months old at the time of the rental application or lease renewal are acceptable, however once the newborn has reached 12 months of age during the term of the lease will be required to either (a) move into another available unit that has more bedrooms or (b) move out.

APPLICATION PROCESS

1. Select your apartment home. *(Note: A vacant apartment can be held for 14 days. After 14 days, resident is required to take possession and begin paying rent. An occupied apartment will be considered pre-leased. After the current resident vacates, the apartment will be made ready for the new resident. New resident has 14 days from the date it is ready, to take possession. After 14 days, new resident is responsible for the monthly rent.)*
2. Complete the application on the designated form. Each adult occupant must complete an application.
3. Pay your non-refundable application-processing fee, administrative fee and pay a holding deposit that will become security deposit upon move in. An approved application DOES NOT guarantee you a unit until a holding deposit is paid.
4. If the application is approved, you will be required to sign a lease agreement in which you agree to abide by all of the rules and regulations of this community.
5. All application fee checks will be deposited upon receipt and are non-refundable.
6. All security deposits will be deposited 72 hours after the application is signed. At this time, the Lease Agreement must be signed. Initials _____
7. The holding deposit may be refunded, if the applicant decides to cancel within 72 hours after the application is signed.

_____ Initials



GENERAL REQUIREMENTS

1. State or government issued identification with a picture and social security number validation will be required.
2. A complete and accurate rental application listing a residency for at the least the last 12 months is required. (Incomplete applications will not be processed.)
3. All non-familial applicants must be of legal age to enter into a binding contract based on prevailing state law.
4. Inaccurate or falsified information will be grounds for denials.
5. Any individual, who may constitute a direct threat to the health and safety of an individual, the community or the property of others, will be denied.

DISABLED ACCESSIBILITY

M. TIMM DEVELOPMENT, INC. allows the existing premises to be modified at the expense of the disabled person, if the disabled person agrees to restore the premises at their own expense to the pre-modified condition provided the modification would affect the use and enjoyment of the premises for future residents.

We require:

1. Written proposals detailing the extent of the work to be done.
2. Written assurances that the work is to be performed in a professional manner by a licensed/bonded contractor.
3. Written approval from the landlord must be received before the modifications are made.
4. Appropriate building permits and required licenses made available for the landlord's inspection.
5. A restoration deposit may be required per Fair Housing guidelines.

PET POLICY/PET DEPOSIT (Varies by Property. Please check with the Management Office.)

CREDIT REQUIREMENTS

1. An investigative consumer report will be processed on each applicant, which reflects past and present credit standing. Credit must be in good standing, showing no late payments in 50% of credit history.
2. Applicant must have a Tenant Data score of 575 or greater to be "accepted" or a score of 574 or below to be "accepted with conditions". "Accept with conditions" requires a co-signer with a Tenant Data score of 575 or higher.

INCOME REQUIREMENTS

1. Total monthly combined household income must be at least two and one half (2.5) times the amount of the apartment monthly rental rate before concessions.
2. Income less than 2.5 times the apartment monthly rental rate will require a guarantor or will be declined.
3. Two months of proof of income will be required for any applicant who is "accepted with conditions." If applicant is starting a new job, the future position and salary must be verified in writing and effective on or before the proposed move-in date.
4. Verifiable income will be required for the applicants who are self-employed or receive money from non-employment sources. Applicant must be able to show proof of income through (a) a copy of the previous year's tax return, (b) a copy of financial statements from a CPA verifying employment and income or (c) Copies of three most current bank statements illustrating the ability to pay rent for 2.5 times the monthly rent through the entire lease term. (Other verifiable income may mean, but is not limited to, alimony/child support, trust accounts, social security, unemployment, welfare, grants/loans.)

_____ Initials



RENTAL REQUIREMENTS

- 1. One consecutive year of verifiable resident history will be required within the past two years from the date of application.
- 2. Rental History reflecting money owed to a previous landlord will result in denial.
- 3. Two or more NSF checks within the last twelve months require applicant to pay by cashier's check or money order only.
- 4. If applicant does not qualify on his/her own, a guarantor must meet the credit stipulations in addition to being approved through our consumer reporting agency. His/her income must be at least 2.5x the rental amount. The guarantor will be listed on the lease with the understanding he/she/they takes full responsibility for any costs incurred in which the applicant is unwilling or unable to pay for rent, late fees, attorney and court costs, cleaning, damages, and all fees per the Lease Agreement.

CRIMINAL CHECK

- 1. A criminal background check will be processed on all applicants and occupants of legal age.
- 2. Criminal history reflecting a felony within the last ten (10) years will result in an automatic denial. All residents will be required to sign the Crime & Drug Free Lease Addendum prior to moving into our community.
- 3. All applicants and adult occupants will be screened through the National Sex Offender's Registry.

REJECTION POLICY

If your application is denied due to the report of negative and adverse information, you may request a copy of your consumer credit report from the credit reporting agency.

APPLICATION CONSENT

The undersigned applicant(s) and co-signer(s) hereby consent to allow M. TIMM DEVELOPMENT, INC., itself or through its designated agents or employees, to obtain a consumer report on each of us and to obtain and verify each of our credit and employment information for the purpose of determining whether to lease an apartment or town home to me/us. This may include, but not limited to, information relating to this application, my credit reports, my tenant history, my check writing history, any court records and/or my criminal record. We also agree and understand that the owner and its agents and employees may obtain additional consumer reports on each of us in the future to update or review our account. Upon my/our request, owner will tell me/us whether consumer reports were requested and the names and addresses of any consumer reporting agency that provided such reports.

I (WE) HAVE READ THE ABOVE AND UNDERSTAND THE BASIS FOR CONSIDERATION OF MY (OUR) APPLICATION FOR RESIDENCY.

Signature: _____ Date: _____

Printed Name: _____

In compliance with State and Federal Housing Guidelines, M. TIMM DEVELOPMENT, INC. does not discriminate on the basis of race, color, religion, sex, handicap, familial status or national origin. Residential qualifying criteria are subject to chance to Owner's discretion and without notice.



Initials

Applicant Information (Must be printed clearly)

Last Name: _____

M.I. _____ First Name: _____

Maiden Name _____ Social Security #: _____

Driver's License #: _____ Issuing State: _____

Street Address: _____

City: _____ State: _____ Zip: _____

How Long? _____ [] own [] rent [] other: _____

DOB: _____ Marital Status: [] Single [] Married [] Divorced [] Widowed [] Separated

Home Phone #: _____ Cell Phone #: _____

Work Phone #: _____ E-mail Address: _____

Previous Residence

Street Address: _____

City: _____ State: _____ Zip: _____

How Long? _____ [] own [] rent [] other: _____

Other Occupants (Any occupant over 18 MUST be on the Lease):

Name: _____ Relationship: _____ Age: _____

Name: _____ Relationship: _____ Age: _____

Name: _____ Relationship: _____ Age: _____

Name: _____ Relationship: _____ Age: _____

_____ Initials



Employment History

Current Employment:

Company: _____

Address: _____ City: _____ State: _____ Zip: _____

How Long: _____ Supervisor: _____

Total hours worked per week: _____ Position: _____

Phone #: _____ Income: _____ per _____

Previous Employment:

Company: _____

Address: _____ City: _____ State: _____ Zip: _____

How Long: _____ Supervisor: _____

Total hours worked per week: _____ Position: _____

Phone #: _____ Income: _____ per _____

Additional Income such as child support or alimony need not be discussed unless such additional income is to be included for qualification hereunder.

Amount of \$ _____ per _____ Source: _____

Amount of \$ _____ per _____ Source: _____

Credit & Loan References

Vehicle #1 Plate # _____ Issuing State: _____

Year: _____ Make: _____ Model: _____ Color: _____

Registered Owner: _____

Legal Owner: _____

Vehicle # 2 Plate # _____ Issuing State: _____

Year: _____ Make: _____ Model: _____ Color: _____

Registered Owner: _____

Legal Owner: _____

Renter's Insurance (If any)

Carrier: _____ Phone: _____

Agent: _____ Address: _____



Policy #: _____

Emergency Contact (Must be over 18, who is not living with you.)

Name: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

Relationship: _____ Work Phone: _____

Emergency Contact #2(Must be over 18, who is not living with you.)

Name: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

Relationship: _____ Work Phone: _____

Rental/Criminal History

(Check only if applicable. You represent the answer is “no” to any item that is not checked.)

Have you or your spouse, or any occupant listed on this application ever:

- | | | | |
|----|---|-----|----|
| 1. | Been evicted or asked to move out? | YES | NO |
| 2. | Broken a Lease/Rental Agreement? | YES | NO |
| 3. | Declared Bankruptcy? | YES | NO |
| 4. | Been sued for Rent? | YES | NO |
| 5. | Been sued for Property Damages? | YES | NO |
| 6. | Been arrested for a felony or sex-related crime that was resolved by conviction, probation, deferred adjudication, court-ordered community supervision or pretrial diversion? | YES | NO |
| 7. | Been arrested for a felony or sex-related crime that has not been resolved by any method? | YES | NO |

M. TIMM DEVELOPMENT Rental Application Agreement

- Application Fee** (non-refundable). You have delivered to our Owner/Agent an application fee in the amount indicated below. This fee will not be refunded. \$ _____. Initials: _____
- Security Deposit** (may or may not be refundable). In addition to any application fee, you have delivered to Owner/Agent a security deposit in the amount indicated below. It will be refunded if you are not approved; OR it will be retained by us as liquidated damages if you fail to sign your Lease Agreement.
- Application Approval.** Once applications are approved, our Agent will notify you (or one of you if there are co-applicants) of our decision.
- If You Withdraw Your Application.** You and any co-applicants may withdraw your application. If you withdraw your application within 72 hours of delivering all monies to our Agent, your security deposit will be refunded. We will refund all security deposits within thirty (30) days of such withdraw. If you or any co-applicant withdraws an application or notifies us that you have changed your mind about renting the dwelling unit after 72 hours from the time the money was delivered, we will be entitled to retain all security deposits as liquidated damages, and the parties will then have no further obligation to each other. Initials: _____
- Non-approval.** We will notify you whether you have been approved within 24 hours after we receive a completed application. You application will be considered “not approved” if we fail to notify you of your approval within 24



hours after we have received your completed application. Notification may be in person, by telephone or mail. You must not assume approval until you receive notice of approval. The 24 hour time period may be changed only by separate written agreement.

- 6. **Refund if Non-approval.** If you or any co-applicant is not approved, we will refund all security deposits within 30 days of such "non-approval." Refund checks will be made payable to all co-applicants and mailed to one applicant.
- 7. **Notice To or From Co-Applicants.** Any notice we give you or your co-applicant is considered notice to all co-applicants; and any notice from you or your co-applicant is considered notice from all co-applicants.
- 8. **Applicant's Consent.** The undersigned applicant(s) and co-signer(s) hereby consent to allow M. Timm Development as Owner, itself or through its designated agent of employees, to obtain a criminal and consumer report on each of us and to obtain and verify each of our credit, criminal and employment information for the purpose of determining whether to lease an apartment or house to me/us. We also agree and understand that the Owner/Agent may obtain additional consumer reports on each of us in the future to update or review our account. Upon my/our request, Owner/Agent will tell me/us whether consumer reports were requested and the names and addresses of any consumer reporting agency that provided such reports.
- 9. **Signature.** The submission of this application does not constitute an offer to lease, a reservation of or option for the apartment/dwelling. Occupancy will become effective and binding only upon execution and delivery of a Lease Agreement signed by all applicants/co-applicants and Owner/Agent.
- 10. **Acknowledgment.** You declare that all your statements on these pages of the Application are true and complete. You authorize us to verify same through any means. If you fail to answer any question or give false information, we may reject the Application, retain all monies received as liquidated damages for our time and expense, and terminated your right of occupancy, if any. Giving false information is a serious criminal offense. In lawsuits relating to the Lease Agreement, the prevailing party may recover all attorney's fees and litigation cost from the losing party. We may at any time furnish information to consumer reporting agencies and other rental housing managers regarding your performance of your legal obligations, including both favorable and unfavorable information about your compliance with the Lease Agreement, the rules and financial obligations.

Applicant Signature: _____

Owner/Agent: _____

Dated: _____