

Macdonald Property Management

Rental Guidelines and Qualifications

Equal Housing-This community does not discriminate against any person because of race, color, religion, sex, handicap, familial status, or national origin. We will comply with state and federal housing laws at all times. Criteria for rental will be applied uniformly and in a manner consistent with all applicable law, including the Texas and Federal Fair Housing Acts, and the Federal Fair Credit Reporting Act.

Identification- Each US Citizen who applies for an apartment must have verification of a Social Security Number and a government issued picture identification card. Non US Citizens must provide a US government issued photo ID and an Identification Number.

Occupancy Standard- A maximum of two persons per bedroom are allowed, per HUD occupancy standard. Persons under 18 months of age are not considered in this calculation.

Age- Leaseholders must be 18 years of age or older. All occupants 18 years or older are required to complete an application. Any occupant under 18 will be listed as an occupant on the lease. When occupant turns 18, he/she will be required to complete an application and be added to the lease as a lease holder. It is the responsibility of the existing leaseholder to notify the leasing office in order to comply with occupancy rules of your lease contract. Failure to do so may result in a notice to vacate.

Income-Gross monthly of all leaseholders must total or exceed twice the rent per month they are applying for. In order to show proof of income, you must provide current paystubs and/or bank statements and/or W-2 and/notarized letter of employment from a source of income to equal 6 month consistent employment. We do not accept non-verifiable income.

Rental History- Rental history at the current and previous residence(s) must include satisfactory on-time rental payment history, no eviction history, sufficient move out notice and a zero balance. Any debt owed to an apartment community must be paid in full. It is the duty of the applicant to confirm status of all prior leases before submitting an application. In good faith, we will process the application assuming all information on the application is true and correct. IF we find that there is a debt owed, contrary to what is stated on application, we will deny application and retain all monies paid as liquidated damages. (Please refer to the second page of your TAA application)

Credit- Priority will be given to current credit activity over activity 7 years or older; credit activity over 7 years old will not be considered unless it includes a housing/landlord debt. Poor credit history is grounds for denial; however, a lack of credit history is not. Poor credit history is defined by having 50% or more negative trade lines. In the case of unsatisfactory credit resulting from bankruptcy, whether discharged or not, an additional deposit equal to the posted unit deposit will be required.

Criminal Background- The Company screens applicants on the basis of credit, rental history, criminal history, and other qualifications. The Company conducts criminal background screening of each applicant and all members of the household 18 or over because of its legitimate concern about the health and safety of its residents and employees as well as the safety of the properties that it manages. The Company does not automatically exclude individuals just because of a prior criminal conviction. Criminal history that indicates that an applicant's tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of the owner or others will result in rejection of the application. This criminal history includes, but is not limited to:

- Felony convictions in the 20 year period preceding the application date involving homicide, kidnapping, aggravated assault, aggravated robbery and burglary, compelling prostitution, trafficking in persons, sexual assault, indecency with a child, and other felony sexual offenses.
- Felony convictions or Class A misdemeanors in the 7 year period preceding the application date involving crimes against persons or animals, theft, prostitution, multiple DWIs, and the possession, sale, or manufacture of illegal drugs.
- Class B misdemeanor convictions in the 3 year period preceding the application date for crimes involving theft, violence, illegal drugs, injury to persons, prostitution, trespass, or any sex-related offense.

An application will also be denied if the applicant or any member of the household is subject to a registration requirement under any sex offender registration program. Notwithstanding the above, any applicant may provide documentation disputing the negative criminal history or provide evidence of mitigating factors such as (a) the facts and circumstances surrounding the criminal conduct, (b) the age of the individual at the time of the conduct, (c) evidence that the individual has maintained a good tenant

history before and after the conviction or conduct, (d) how much time has passed since the criminal conduct, and (e) evidence of rehabilitation. Any request for reconsideration of a denial of tenancy due to criminal activity must be submitted within 15 days of denial. The Company does not factor the existence of a prior arrest into consideration for denying an applicant. The Company only considers convictions; guilty/no contest pleas, and unexpired probationary periods for deferred adjudication. If the applicant fails to accurately report any criminal history, it is grounds for termination of tenancy, regardless of when the falsification is discovered. The Company will apply this policy to every applicant consistently.

Animals-There is a maximum of 2 pets allowed per apartment. Dogs whose breed or dominant breed is Rottweiler, Pit Bull, Akita, Doberman, Chow, or German Shepard are not allowed. Service and assistance animals are not considered pets and are allowed to reasonably accommodate a disabled leaseholder or occupant. Animal restrictions regarding number, breed, weight, and type of animal do not apply to qualified service/assistance animals. Accommodations do not extend to any specific animal posing a direct threat to the health and safety of others. If the specific animal in question poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation, or the specific animal in question would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation, that animal may be excluded from the property. The resident is always responsible for the removal and disposal of animal waste, damages caused to the apartment unit or common areas by the animal. The leaseholder is liable for any injuries caused to people or property by the animal. The applicant/resident must provide documentation of the service/assistance animal's qualification or certification. The requirement of the animal must be documented by a medical professional, although the specific nature of the disability is never required to be verified or disclosed.

Application Fee- A non-refundable application fee will be charged to any applicant 18 years or older to verify any and all application information.

Deposit- A deposit will be charged on a per unit basis at the time of application. This deposit is refundable under certain conditions contained in the application. A deposit will be charged for pets, although qualified service/assistance animals are exempt from this requirement. The pet deposit and fee must be paid in full before lease is signed and applicant takes possession of the unit. Pet deposits may not be paid in installments by either the applicant or by existing residents.

Privacy Policy- We are dedicated to protecting the privacy of your personal information. This includes your Social Security Number and other identifying or sensitive personal information. Our policy and procedures are designed to help ensure that your information is kept secure, and we follow all federal and state laws regarding the protection of your personal information. While no one can guarantee against identity theft, or the misuse of personal information, protecting the information you provide us is a high priority our company and staff. If you have concerns about the issue, please feel free to share them with us.

- **How personal information is collected:** You will be asked to furnish some personal information when you apply to lease from us. This information will be on the rental application form or other documents that you provide to us or to a referral service either on paper or electronically.
- **How and when information is protected and who has access:** We use this information for our business purposes only as it related to leasing a dwelling to you. Examples of these uses include but are not limited to, verifying statements made on your rental application (such as your rental, credit, and employment history), reviewing your lease for renewal and enforcing your lease obligations such as to obtain payment for money you owe us in the future.
- **How the information is disposed of:** After we no longer need or are required to keep your personal information, we will store or destroy it in a manner designed to prevent unauthorized persons from accessing it. Our disposal methods will include shredding, destruction, or obliterations of paper documents and electronic files.
- **Locator service:** If you found us through a locator service, please be aware that locator services are independent contractors and are not our employees or agents. Even though they may initially process rental applications and fill out lease forms. You should require any locator service you use to furnish you their own privacy policies.

Reasonable Accommodation – It is our policy under Section 504 of the Rehabilitation Act and the Federal Fair Housing Act to provide reasonable accommodations and modifications upon request to all applicants, residents and, employees with disabilities. We are obligated to offer qualified applicants with disabilities additional consideration in the application of rules, practices or services, and structural alterations if it will enable an otherwise eligible applicant or resident with an equal opportunity to access and enjoy the housing program. We are not, however, required to make a reasonable accommodation or physical modification if the accommodation or modification results in a financial burden to the property, is a structurally impracticable alteration, requires the removal of a load bearing wall, or if it requires us to alter or change a basic component of the housing program. You may request reasonable accommodation or access to protections under the VAWA by contacting the Community Manager at (325) 703-6444 or in writing at: Property Manager, 5751 Green Hill Road, San Angelo TX 76901.

Unit Transfer Policy – Unit transfers are only available to residents who want to transfer to a different sized unit. All transfer requests must be submitted in writing to the management office. Transfer requests are considered on a first-come, first-served basis and residents will be added to our waiting list if units are unavailable. Residents must have completed 6 months of residency and have no record of unpaid rental obligations, no damages to apartment beyond normal wear and tear, and no lease violations that have not been remedied. A unit transfer to an accessible unit for a reasonable accommodation, a person protected under VAWA, or a person threatened with loss of housing due to loss of rental assistance or subsidy takes precedence over other applicants on the wait list.

Personal Information of Rental Applicant and Residents – We are dedicated to protecting your personal information, including your Social Security Number and other identifying or sensitive personal information. Our policy and procedures are designed to help ensure that your information is kept secure and we work to follow all federal and state laws regarding the protection of your personal information. While no one can guarantee against identity theft or the misuse of personal information, protecting the information you provide us is a high priority. You will be asked to furnish some personal information when you apply for housing. This information will be on the rental application form or other document that you provide to us or to an apartment locator service, either on paper or electronically. We use this information for our business purposes only as it relates to leasing to you. Examples of these uses include verifying statements made on your rental application (such as your rental, credit, and employment history), reviewing your lease for renewal, and enforcing your lease obligations (such as to obtain payment for money you may owe us in the future). We allow only authorized persons to have access to your personal information and we keep documents and electronic records containing this information in secure areas and systems. After we no longer need or are required to keep your personal information, we will store or destroy it in a manner designed to prevent unauthorized persons from accessing it. Our disposal methods will include shredding, destruction or obliteration of paper documents, and destruction of electronic files.

Applicant Signature	Date
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Owner's Representative	Date
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