



MARTIN FEIN INTERESTS, LTD. RENTAL APPLICATION CRITERIA

Welcome to Sawyer Heights Lofts. Before you apply to rent an apartment in our community, please take time to review these rental criteria to determine if you are eligible. The term “applicant(s)” under these criteria means the person(s) who will be signing the lease as “resident”; the term “Occupant(s)” in these criteria means the other person(s) authorized to be occupants under the Lease. Please also note that these are 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 who 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.

RENTAL APPLICATION: This is a guide to the rental requirements for our community. Together with the Rental Application for Residents and Occupants (the “Application”), these criteria will govern your Application to our community. Any person 18 years of age or older will be required to complete and sign an Application and sign the lease as a “resident”.

INCOME: Monthly income for all applicants must be three (3) times the current monthly market rent (before considering any specials that would affect the monthly rent). Applicants applying as roommates for the same apartment must individually meet 70% of the income requirement. Verification can include: pay stubs, written verification from income source or W-2 forms.

RENTAL HISTORY: Applicant must have a minimum of six (6) months satisfactory rental history or R1 rating of home ownership. Satisfactory history will be defined as no more than two (2) late payments not to exceed thirty (30) days past due, or no more than two (2) returned checks. The resident must have given adequate notice to vacate and have no outstanding financial obligations to previous landlord. No applicant or occupant may have an unacceptable rental history.

CRIMINAL HISTORY: If any applicant or occupant has:

1. a conviction or received deferred adjudication for any felony;
2. a conviction or received deferred for the following class A misdemeanor offenses, the rental application will be rejected:
 - (i) Offenses classified by the Texas Penal Code, as an offense against the person, an offense against the family, arson, criminal mischief and other property damage or destruction, robbery, burglary and criminal trespass, theft, disorderly conduct and related offenses, public indecency, weapons and intoxication and alcoholic beverage offenses;
 - (ii) Offenses identified in the Texas Controlled Substances Act as a class A misdemeanor;
3. a conviction or received deferred adjudication for any other offenses for which a person is required to register as a sex offender in the state of Texas;
4. a conviction or received deferred adjudication (or a similar designation in any other jurisdiction) for any federal offenses in another jurisdiction classified in a category similar to those identified in this section.

We reserve the right, but are under no obligation, to make exceptions to this policy for non-violent offenses.

CREDIT: All applicants must have an acceptable credit history. If bankruptcy has been declared, we require the bankruptcy to be discharged and new positive credit established. Existing credit must be more than 50% positive.

EMPLOYMENT: All applicants must have a verifiable and acceptable employment history. If an application is relying on a new employment position, applicant must provide a letter of intent from the new employer.

OCCUPANCY GUIDELINES:

No more than two (2) persons (resident or occupant) per bedroom may occupy an apartment.

Notwithstanding the foregoing, a family may occupy a unit if the family does not exceed two persons per bedroom plus a child who is less than twenty-four months old. Residents who have a child less than twenty-four months old at the time of rental application or lease renewal and residents whose child has reached twenty-four months of age during the lease term may be required, at the time of the next lease renewal, to (1) move to another available unit which has more bedrooms, or (2) move out. For the purposes of this occupancy policy a “family” shall consist of the following persons: one or more individuals (who have not attained the age of 18 years) being domiciled with: (1) a parent or another person having legal custody of such individual or individuals; or (2) the designee of such parent or other person having such custody, with the written permission of such parent or other person. The term “family” shall also apply to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years.

STUDENTS: A guarantor may be used for any applicant who is a full-time student and who qualifies under these criteria for all but the Income, Credit and Employment criteria.

GUARANTOR: Must meet all rental criteria and complete and execute our Guaranty of Resident Obligations.

PETS: Pets (dogs & cats only) are permitted with a \$200 deposit per pet, a \$300 non-refundable one-time pet fee, and a \$10 monthly pet fee per pet. No more than two (2) pets are allowed per apartment and there is a 50 pound maximum weight limit per pet on all apartments on the 2nd, 3rd or 4th floors. There is no maximum pet weight limit for apartments on the 1st floor. The following breeds, regardless of weight are restricted: German Shepherds, Huskies, Malamutes, Chow Chows, Great Danes, St. Bernards, Dobermans, Rottweilers & Pit Bulls.

VEHICLES: Limit two vehicles per apartment, with 1 reserved space per bedroom. A parking decal is to be displayed on resident vehicles. No recreational vehicles of any type will be permitted. Parking spaces are reserved by the Management Office.

INITIAL LEASE TERM: Six to thirteen-month lease terms.

RENEWAL LEASE TERM: Six to thirteen-month lease terms (Month to month lease at \$200 per month premium over market rent). Note: A 60-day notice to renew or vacate is required.

FALSE INFORMATION: Any falsification of information on the application will automatically disqualify the applicant and all deposits and application money will be forfeited.

X _____
Applicant #1 Signature Date

X _____
Applicant #2 Signature Date

X _____
Applicant #3 Signature Date

X _____
Applicant #4 Signature Date