The Lexington Dilworth Rental Screening Criteria

Welcome to The Lexington Dilworth. In order to reside at a Marsh Properties Community, we require each applicant and each adult occupant to meet certain rental criteria. Before completing a Rental Application, we encourage you to review these requirements to determine if you are eligible for residency with us.

Applicants wishing to move in within seven (7) days of application will need to fill out a written application. All payments prior to move in must be paid in certified funds or money order. Checks, ACH, and credit cards will not be accepted.

Application & Administrative Fees: A $75.00 non-refundable application fee and a $150 non-refundable administrative fee is required for all applicants to include waitlist applications. **All applicants must be 21 years of age or older to apply.** Authorized Occupants must be 21 years of age or older and will be required to submit an application and a $35.00 non-refundable application fee for criminal background check. An occupant 18 years of age and older who lives with a parent or legal guardian will be required to submit an application and a $35.00 non-refundable application fee.

A SEPARATE, SIGNED APPLICATION FOR EACH APPLICANT, ALONG WITH ALL REQUIRED FEES, DEPOSITS AND VERIFICATION DOCUMENTS MUST BE SUBMITTED BEFORE THE APPLICATION CAN BE ACCEPTED AND PROCESSED.

Rental Score: Marsh Properties relies upon "Rental Scores" to estimate the relative financial risk of leasing an apartment to you. In addition to estimating risk, rental scores are an objective and consistent way of reviewing relevant applicant information, and help speed the application approval process. It is our company policy to not discuss individual scores with applicants or try to explain details of how the scoring system works. Applicants will be given information to contact our screening agency regarding their score.

Rental scoring systems assign points to certain factors identified as having a statistical correlation to future financial lease performance. Your rental score results from a mathematical analysis of information found in your credit report, application, and previous rental history. Such information may include your bill-paying history, the number and type of accounts you have, collection actions, outstanding debt, evictions, bankruptcies, income, and the number of inquiries in your consumer report. The final number, or rental score, represents an estimated level of risk as compared to the performance of other consumers in a range of scores. Rental scoring treats all applicants consistently and impartially. Additionally, your rental score never uses certain characteristics like – race, color, sex, familial status, handicap, national origin, or religion – as factors.

The rental scores fall into one of three categories established by our screening agency – Approved; Approved with Conditions; Declined. If the applicant's score falls within the "Approved With Conditions" category and the applicant chooses not to accept the "conditions" the application cannot be approved. The applicant has 2 business days to accept or decline the conditional approval.

Applicants whose credit information is unavailable or insufficiently established may qualify for the "Approved with Conditions" category if all other requirements are met.

In order to comply with the CA Civil Code Section 1786.26/ Investigative Consumer Reporting Agencies Act; please note: an investigative consumer report will be requested following the submission of your completed application from LeasingDesk Screening, which can be contacted at 2201 Lakeside Blvd, Richardson, TX 75082, 1-866-934-1124; or https://www.realpage.com/support/consumer/. Applicants with prior residency or background activity in the state of California may request to receive a copy of any investigative consumer report that is prepared by providing us a Notice of Requested Screening Reports under ICRAA Form. Your leasing consultant can provide this form upon request.

LEASE TERMS: 12 month standard. Other terms are available depending on market conditions and unit availability. Lease terms other than standard would usually be at a higher rental rate.

SECURITY DEPOSIT: $300.00 security deposit required at time of application. If an application is denied, this deposit will be returned to the applicant. **If the applicant is "Approved with Conditions" the applicant has 2 business days (Monday – Saturday) to accept or decline the conditional approval.** If the applicant declines the conditional approval,

the $300.00 deposit will be refunded. If the applicant accepts the conditional approval, an additional Security Deposit of $700.00 paid in certified funds must be paid within the 2 business day period stated above.

THE APPLICATION FEE AND THE SECURITY DEPOSIT ARE REQUIRED TO BE IN SEPARATE CHECKS, MONEY ORDERS OR CERTIFIED FUNDS if submitting payment in person or by mail. Payment by checks is accepted only from applicant or an immediate family member.

ALL APPLICANTS WILL HAVE 3 BUSINESS DAYS TO SIGN THE LEASE ONCE REQUESTED TO DO SO BY MANAGEMENT AND THE APPLICATION HAS BEEN APPROVED OR A CONDITIONALLY APPROVED APPLICATION HAS BEEN ACCEPTED WITH ALL DEPOSITS PAID. FAILURE TO TAKE POSSESSION OF THE APARTMENT AS OF THE DATE SPECIFIED IN THE LEASE WILL RESULT IN A DEFAULT OF THE LEASE AND THE RESIDENT WILL BE HELD LIABLE FOR THE PERFORMANCE OF THE LEASE INCLUDING BUT NOT LIMITED TO THE PAYMENT OF RENT UNTIL THE APARTMENT IS RE-RENTED.

OCCUPANCY GUIDELINES: All residents and all occupants must be listed on the Residential Lease Agreement. Our Occupancy Policy maintains the following:

ONE BEDROOM	TWO BEDROOM	THREE BEDROOM
One Adult	One Adult	One Adult
Two Adults	Two Adults	Two Adults
One parent and one child	Two Adults and up to two children	Two Adults and up to four children
	One parent and up to three children	One Parent and up to five children

In addition to the occupancies stated above, a child may occupy the parent's bedroom if the child will not be over one year of age by the end of the original lease term.
Parents and their adult children's family can occupy a three bedroom apartment in accordance with the basic occupancy policy as stated above that applies to families.
If a separate unoccupied bedroom is available after compliance with occupancy policy for all other occupants, one of the following could occupy: parents of resident or live-in Nanny.
In floorplans where there is an extra den/ study / office, one additional familial occupant will be permitted.
***Marsh Properties does not allow three (3) single roommates to occupy any of our floor plans in any of our communities.**

Renters Insurance: RENTERS INSURANCE IS REQUIRED. Prior to taking possession of the apartment evidence of renters insurance coverage for the initial term of the lease and any extension thereof will be required. Minimum Renters Insurance Requirements include: Personal Liability Coverage of $300,000, Personal Content Replacement Coverage of $15,000 and The Lexington Dilworth Apartment Homes at 1106 Euclid Avenue Charlotte NC 28203 listed as "Additional Insured" or "Interested Party".

Utilities: Approved applicants must contact utility companies in advance, pay any required deposits, and have the applicable utility services put into their name as of the move-in date specified in the lease, as well as, maintain these services throughout tenancy.

***Verification of Renters Insurance Coverage and established utility services required prior to keys being given at move in.**

Photo ID: A current valid government issued Photo ID is required to tour an apartment, to submit an application, to sign a lease and to receive keys to your apartment. Acceptable forms of Photo ID are:

- Current Valid Driver's License
- Current Valid Photo ID issued by State Department of Motor Vehicles
- Current Valid U.S. Military ID
- Current Valid Passport
- Current Valid Visa
- Current Valid Green Card (with Photo)

Criminal Background History: A criminal background check will be conducted for each applicant. Criminal reports are evaluated on the basis of convictions and charges for misdemeanors and/or felonies. Our screening agency conducts the criminal background check and issues an "approved or declined" based on written criteria established with the screening agency.

Co-Signers: Co-signers must be 21 years of age or older. Parent/legal guardian can co-sign for their children 21 years of age or older. Adult children 21 years of age or older can co-sign for their parents.
Co-signers will be processed as applicants (Application Fee and Security Deposit required) and if approved, will be named as Lessee co-signers on the lease. The **Rental Score for the co-signer must be in the "approved" category. We do not accept a conditionally approved score on a co-signer application.** Co-signers must be present along with occupants to sign the lease. If this is not possible, we will require notarized signatures on a copy of the lease to be mailed and/or faxed to us.

Roommates: Roommates and a Roommate Authorized Occupant must be 21 years of age or older to apply.
We prefer that both roommates be named as Lessees on the lease. However, if one applicant is approved and the other is denied due to credit history the approved applicant can be put on the lease as the Lessee and the other applicant can be named as an Authorized Occupant. (An Authorized Occupant Agreement would be required to be signed by all parties under this condition.)
If a roommate needs a co-signer, co-signers must be 21 years of age or older. Only a parent or legal guardian can co-sign for an applicant. Adult children age 21 and older can co-sign for their parents. The combined score must be in the Approved category to qualify. Individual scores will not be considered. Each must pay an application fee and a security deposit.
If the roommate is Conditionally Approved he can be named as a Lessee with the approved roommate/co-signer Lessees. If he is denied he can be an authorized occupant if all parties agree and sign the Authorized Occupant Agreement. THE ONE LESSEE WOULD BE TOTALLY RESPONSIBLE FOR THE FULL PERFORMANCE OF THE LEASE.

All named Lessees on the lease are held jointly and individually responsible for the full performance of the lease and for the payment of any damages and other charges.

Each Lessee who will occupy the premises must be a named insured on the required renter's insurance policy.

Marsh Properties may share our understanding of current school attendance zoning. Because this information is subject to change, it is your responsibility to verify this information at www.cms.k12.nc.us prior to submitting the rental application and/ or signing a lease agreement.

By signing in the space below applicants are consenting to allow Marsh Properties through its designated agents and employees to obtain consumer credit report and court and criminal record information and to verify any information supplied on the application or other information discovered in the process of screening the applicant for rental housing.

All applicants are also consenting to allow Marsh Properties, its agents and employees to obtain additional consumer and criminal reports in the future to update or review customers' accounts if they become a resident or an authorized occupant of a Marsh Properties apartment community.

If the applicant disputes any information obtained by management in processing the application that results in denial or conditional approval of the application, management will give applicant information on the source of information obtained and it shall be the responsibility of the applicant to correct any erroneous information and resubmit an application to this community if so desired.

Management does not guarantee, warrant or represent that all residents and occupants meet the current resident screening criteria due to the length of residency in comparison to when criteria was implemented or amended. In addition our ability to verify the information provided by an applicant is limited to the information made available to us by our applicant screening agency.

By signing in the space below applicant(s) acknowledges having received a copy of this Resident Screening Criteria, and understands and agrees to the terms.

Applicant Signature _____ Date _____

Applicant Signature _____ Date _____

Marsh Properties Representative _____ Date _____

Revised March 1, 2017

HOME SINCE 1926

RESIDENT APPLICATION FOR HOUSING

A separate signed application for each applicant, along with all required fees, deposits and verification documents must be submitted before the application can be accepted and processed.

Community Name:_____ Address: _____

Move-in date: _____ Lease Term: _____

Applicant Name _____
First Middle Last

Name must be exactly as shown on current, valid, government-issued photo ID.

Cell Phone Number_____ Work Phone Number_____

Date of Birth _____ Social Security Number / ITIN #_____ Driver's License _____
Month Day Year State Number

E-mail Address: _____

Total number of persons who will occupy the apartment:_____ Do you or any occupants smoke? _____

Other Occupants: List full names and date of birth of all other person(s) to reside in the apartment and their relationship to the applicant.

Full Name_____ Date of Birth_____ Relationship _____

Full Name_____ Date of Birth_____ Relationship _____

Full Name_____ Date of Birth_____ Relationship _____

Full Name_____ Date of Birth_____ Relationship _____

I learned of these apartments from_____

Do you have pets?_____ If so, specify each _____ Weight _____
Type & Breed

In case of an emergency notify:

(This must be a parent, legal guardian, or nearest relative other than those living with you.)

Name_____ Relationship_____

Address _____ Telephone-Cell_____

_____ Telephone-Home_____

Email Address_____

Auto Tag_____ Color_____ Year / Make / Model_____

Auto Tag_____ Color_____ Year / Make / Model_____

Do you have a camper, motor home, or company vehicle, etc.? If so, specify_____

RESIDENCE HISTORY (2 YEAR MINIMUM)

Current Address _____
Number Street City State Zip

Monthly Payments _____ Time there: _____ to _____

Previous Address _____
Number Street City State Zip

Monthly Payments _____ Time there: _____ to _____

APPLICANT EMPLOYMENT / INCOME INFORMATION (2 YEAR MINIMUM)

PRESENT Employer _____ How Long _____

Address _____ Telephone _____
Number Street City State Zip

Position _____ Gross Monthly Income _____ Manager _____

Additional Income _____ **Source** _____

I understand that the Application Fee is non-refundable. I understand that the **Security Deposit** is required to process the application. In the event that my application is not approved, the Security Deposit will be returned to me. The applicant must sign lease within three days after the application has been approved.

Have you rented an apartment in any of our Marsh communities before? Yes _____ No _____

If yes, where and when _____

Have you ever been charged and / or convicted of any crimes? Yes _____ No _____
If yes, please explain on separate sheet.

By signature below applicant authorizes Marsh Properties through its employees and designated screening agency to obtain consumer credit report and court and criminal record information and to verify any information supplied on the application and any other information discovered in the process of screening this application. I understand that any false information furnished by me on this application is grounds for immediate rejection of my application.

Applicant Signature _____ **Date** _____

Application Fee _____ **Security Deposit** _____ **Date Received** _____

Marsh Properties _____ **Date** _____

Revised: 03-01-2017

THE LEXINGTON DILWORTH
MARSH PROPERTIES
Community Information and Guidelines

RENTAL PAYMENTS:
Rent is due on the first day of each month and is considered late after the 5th day of the month. Payments may be made online, by check, cashiers' check or money order payable to Marsh Properties. A late charge of 5% of your monthly rental rate is assessed on all payments received after the 5th day of the month. Failure to pay your rent by the 5th day of the month constitutes a breach of the lease agreement.

Rental payments will be collected at The Lexington Dilworth leasing office through the 5th day of the month. Payments may also be made at, or mailed to, the Marsh Properties Leasing Center located at 215 Poindexter Drive, Charlotte, NC 28209 from 8:30 A.M. to 6:00 P.M. Monday - Friday. An after-hours drop box is also available at the Poindexter Office. The Lexington Dilworth cannot accept payments on-site after the 5th day of the month. Cash payments are not accepted at any location.

If paying by check, your rental payment must be made by one check. This also applies to roommates. Please ensure your payment is the correct amount and includes the address for which you are paying. Partial payments are not accepted.

Personal checks are not accepted after the 10th day of the month. Payments received after the 10th day of the month must be made with a money order or certified funds. The payment must include the late charge. If your personal check is received after the 10th day of the month, the check will be returned to you and your account will remain unpaid until we receive your payment in certified funds or money order.

We reserve the right to file evictions through the court on all unpaid accounts. Under the terms of the lease we are not obligated to give you any further notice before filing the eviction. It is important to understand that when an eviction is filed it stays on your record.

A $35.00 charge will be added to your account for any check returned by the bank. If your account has two checks returned within a 12-month period, only certified checks or money orders will be accepted for rent or any money owed.

SMOKING:
The Lexington Dilworth is 100% smoke free. Smoking is strictly prohibited from all premises of The Lexington Dilworth and applies to both resident and resident's guests. Violators of the smoke free policy will be in breach of their lease agreement. First offense will result in a $250 fine, second offense will result in a $500 fine, third offense may result in termination of right to possession.

UTILITIES:
Arrangements for utility services must be made prior to the date of occupancy stated in the lease. Keys will not be released without confirmation of change in service provided by the utility company. Failure to obtain and maintain all utilities as required can result in termination of right to possession of the premises.

CABLE TV/ INTERNET:
Your apartment is pre-wired for cable TV and internet. The Lexington Dilworth has a designated Time Warner/Spectrum Representative that can assist with services such as internet, cable and phone services. Time Warner Cable/Spectrum is also responsible for all repairs and service outages.
Outside aerials, antennas, etc. are not allowed. Satellite dishes are not allowed without expressed written permission from The Lexington Dilworth Office. In no event are satellite dishes allowed anywhere attached to the building or on the grounds of the premises.

TRASH REMOVAL:
Door to door trash removal, Valet Waste Service, is an amenity provided to the residents of The Lexington Dilworth for a monthly charge of $30.00, included in your rental agreement. Residents will place their bagged and tied waste into the provided Valet Waste container and place it outside their door between 6:00 PM and 8:00 PM, Sunday through Thursday for pick-up. Waste containers are to be placed back in your residence by 9:00 AM the next morning. Please understand that any and all damage to the supplied trash bins, carpet, walls or doors is the sole responsibility of the resident. It is the residents' responsibility to keep the waste container clean and free of debris.

Initials_____

ROUTINE MAINTENANCE SERVICE:
Routine maintenance services will be performed Monday - Friday 8:00 a.m. to 5:00 p.m. Routine service requests can be called in to the leasing office at 704-332-0494 during regular business hours. Messages can also be left with the leasing center after hours. Additionally, services request may be submitted online, emailed to TheLexington@MarshProperties.com or through the Resident Portal.

EMERGENCY MAINTENANCE SERVICE:
Emergency maintenance is provided 24 hours a day. Calls must be made to the leasing office number 704-332-0494. Emergency calls made after regular business hours will be handled through the answering service. If we do not respond to your call within 15 minutes, please call back.

HEATING AND AIR CONDITIONING:
The NEST thermostats provided are an innovative, self-programming, and energy saving for your heating and cooling needs. The Nest Learning Thermostat learns from you, creates a schedule and is proven to save energy. Nest learns the temperatures you like and programs itself in about a week. Nest automatically turns itself down when nobody's home to help you save energy. It is imperative you never turn the HVAC system completely off. During high temperature and humidity mildew may form without air circulation. Additionally, not running your heat during freezing temperatures can result in frozen pipes leading to bursting lines causing major property damage. In the event of damages due to the HVAC being turned off, the resident is held financially responsible for repairs.

KEYS AND LOCKOUTS:
Lost keys are duplicated at resident's expense. Should you need your locks changed a fee of $50 will be incurred. For lockouts contact The Lexington Dilworth Office at 704-332-0494 during business hours. For an afterhours lockout, please call 704-332-0494 and explain to the dispatcher you are need of lock out assistance. Residents must provide a valid ID for access to an apartment and a $50 fee will be incurred. Repeat after hours lock out calls may result but is not limited to increased fees.

RESIDENT INFORMATION UPDATE:
You are responsible for supplying The Lexington Dilworth Office with current phone numbers for home, cell, work and emergency contacts.

PACKAGE ACCEPTANCE:
The Lexington Dilworth staff will not sign [sign for or accept, sign to accept] or accept packages on the residents' behalf. Residents may choose to utilize the innovative EGG Package Locker System by signing up through the Resident Portal. Marsh Properties LLC/ The Lexington accepts no responsibility for packages, delivery of such or their contents.

RENTERS INSURANCE:
Renters Insurance is required under the terms of our lease. Our minimum required coverage is $15,000 contents and $300,000 property damage and liability. Residents are required to maintain renter's insurance without interruption throughout the term of the lease and any extension or renewal term.

The contents coverage is for damage or loss of resident's personal property - furniture, jewelry, TVs, computers, clothing, etc. Marsh is not responsible and will not pay for damages to your personal belongings as the result of fire, storms, power failure, appliance and mechanical failure, water damage, and theft to name a few.

Property damage and liability covers the resident's liability for damage to apartment property owned by Marsh and other residents' property. The cost of repairs due to the fault of the resident or resident's guests will be charged to the resident. This includes minor and catastrophic damages from fire/smoke, explosion and water.

ANIMALS:
The Lexington Dilworth animal policy allows up to two animals per household with a weight restriction of 100 lbs. There is an initial nonrefundable $350.00 on time animal fee per animal and a monthly animal rent of $20.00 per animal. Animals are not allowed on the premises unless permitted by the animal agreement signed by both resident and Marsh Properties. Having an unauthorized animal can result in immediate termination of right to possession of the premises. Animals must use the stairwell when entering and exiting the building, Animals are not permitted to use the elevator. It is required all dog owners participate in

Initials_____

PooPrints DNA tracking program. PooPrints is an effective waste management program, matching un-scooped waste to the canine offender through DNA. The cost of registration is covered by The Lexington Dilworth, however collected waste on the property matching your dog's DNA will result in a $200 fine, but not limited to revoked animal privileges. Animals are allowed in the courtyards only to socialize, not for animal waste. Animals are not allowed in the pool area or club rooms at any time.

PARKING AND VEHICLES:
Controlled access parking is located on the ground level. There are no individually assigned parking spaces. One parking permit will be provided per bedroom. Guests may utilize marked guest parking spaces inside the garage. Any vehicle that occupies more than one space is not permitted. These vehicles are subject to towing at the owners' expense.

Vehicles other than cars and light trucks are not permitted to be parked within the garage without prior management approval. This includes vans, company vehicles, and large/heavy-duty trucks. Commercial/company vehicles are not permitted to have ladders, large equipment or signage that extends beyond one panel or wraps the entire vehicle. Items to be considered are: trappings, toolboxes, and limited signage/graphics; which are allowed at management's full discretion. Vehicles not meeting these criteria will be required to be removed from the premises.

Boats, trailers, campers, non-licensed, un-inspected, disabled or unsightly vehicles are not allowed on the premises. Repairing or rebuilding vehicles is not permitted on the premises.

In the event of snow and ice storms, Marsh will not be responsible for removal of snow and ice from the walks and parking lot. We will do what we can to help the situation; however, in many cases we will have to do like the City and wait for it to melt.

MOTORCYCLES:
Motorcycles are permitted only when operated by a licensed driver and then only when used as transportation in and out of the apartment community. Motorcycles must be equipped with proper mufflers to minimize noise and must be driven slowly and as quietly as possible in and out of the property. A proper kickstand plate must be used to protect concrete pavement from damage.

GROUNDS AND EXTERIOR PREMISES:
The exterior of your apartment including the balcony must be kept neat and free of clutter. Grounds maintenance (grass cutting and shrubbery trimming) is provided by Marsh Properties. Do not plant anything in the lawn area or put anything in the lawn area that would be in the way of the landscapers.

Balconies must not to be used as storage areas. Only outdoor furniture and potted plants may be used in these areas. Do not hang clothes or drape towels, etc. over railings or patio walls. BBQ grills are not to be used or stored on balconies. Sidewalks, walkways, hallways and stairways must be unobstructed. Bikes, skateboards, etc. may not be kept in these areas or on your balcony. Motorized toys such as bikes and go-carts are not permitted. Crossing balconies and/or gaining roof access is strictly prohibited.

Marsh reserves the right to require a resident to remove any item from the outside premises if Marsh Properties deems it inappropriate.

Charlotte Fire Prevention Code and City Ordinance No. 2750 prohibits the use of outdoor grills with an open flame on balconies or anywhere within 10 feet of a multi-family dwelling. Violators of this ordinance are subject to punishment by imprisonment not to exceed 30 days or fines not more than $500.00. Gas grills are located in the courtyard for your convenience.

POOL:
The pool area will be open from 10 am to 10 pm however swimming it not permitted after sunset. All persons using the pool or pool area do so at their own risk. Management does not assume responsibility for any accident or injury in connection with such use. All guests must be accompanied by a resident to visit the pool. Smoking is not permitted at the pool. No animals are allowed within the pool area at any time. Management reserves the right to temporarily or permanently revoke any resident or guest the use of the facility.

ALARMS:
Monitored security systems must be registered with the Charlotte Mecklenburg Police. The resident will be responsible for any charges incurred. Residents must inform the office of the alarm system and disarm it when maintenance service is requested and scheduled.

Initials_____

SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS:
It is the responsibility of the resident to periodically inspect and test smoke and carbon monoxide detectors and replace batteries as needed. Residents may not disable the detectors. They are provided for your safety as well as other residents in your building.

SOLICITATION:
Door-to-door solicitation is not allowed in this apartment community either in person or by distribution of printed material. Please notify us if you see solicitors in the community.

CARPETS/FLOORING:
Use cleaning products recommended for synthetic fabrics. Do not clean carpets with soap or oil based cleaning products. Please use a non-wax floor cleaner on the wood flooring. Bleached spots and stains that cannot be removed from flooring and the presence of pet urine are not considered normal wear and tear. Residents will be charged for our attempts to remove such stains and/or charged to patch such carpet and flooring, and/or charged to replace carpet if deemed necessary by Marsh Properties. Under no circumstances should any resident drill, mount or penetrate the flooring of the apartment.

RANGES:
Your range is equipped with a self-cleaning oven feature. The ceramic glass cooking surface is to be cleaned with designated cleaners only. Do not use an abrasive sponge or rag. A damp paper towel or a micro-fiber towel and ceramic glass cleaner is the recommended cleaning procedure. Any cleaning neglect or damage will be the residents' responsibility to repair or replace.

PAINT, WALLPAPER, ETC.:
Custom painted walls will result in extra charges at move out to restore them to the original condition and color. Do not paint cabinets or attach decals of any description. Do not hang wallpaper. Do not use molly bolts in ceiling or walls.

Do not glue shelf paper in cabinets or drawers. The adhesive-backed papers leave a glue residue even if the paper comes out fairly easily. If you use adhesive-backed paper you will be charged for time and labor to clean it up.

GREASE CONTROL
In an effort to protect and preserve the state's water resources and to prevent sanitary overflow, clogs and back-ups, Mecklenburg County has implemented several programs to include the Grease Control Program. In order to be in compliance with the programs rules and regulations, we must be diligent in the proper disposal of cooking grease. Never pour grease down the drain. Cool grease before discarding, mix grease with an absorbent material and dispose of it in a sealable container. This program also includes keeping drains free of disposable wipes, hair and toys as well as oils and fats to include salad dressings, ice cream, butter and yogurt.

GUESTS
Access to your apartment will not be granted to anyone without prior written consent. All persons entering your home must provide a photo identification prior to releasing a key. Guest intending to visit longer than 10 days within a 60-day time frame must be registered by the resident with the leasing office.

INVITED OR UNINVITED PERSONS
Marsh Properties reserves the right to require any person, invited or uninvited, to leave the apartment property, temporarily or permanently, if in the sole opinion of Marsh Properties such person violates the rules and regulations, or such person's presence causes a disturbance, or in any way threatens the reputation, comfort, safety or welfare of Marsh Properties, or any person on the apartment property or any other Marsh property.

FAILURE TO COMPLY WITH THE RULES AND REGULATIONS CONSTITUTES BREACH OF YOUR LEASE.
THESE RULES AND REGULATIONS APPLY TO RESIDENTS AND GUESTS.
THESE RULES AND REGULATIONS CAN BE CHANGED OR AMENDED AT ANY TIME WITHOUT NOTICE.

It is our goal to provide you with a great place to live. We will do our best to give you exemplary service and to maintain your apartment community in a neat and orderly fashion. We seek your cooperation in this endeavor. Be considerate of others. Do not engage in any activity that infringes on the rights of others. Watch out for your neighbors.

The Lexington Dilworth
MARSH PROPERTIES
6/18/2020

Initials_____

The Lexington Dilworth
ANIMAL POLICY

We accept dogs and cats only. (No other animal types allowed).

Animal fee is non-refundable. This fee is paid for the privilege of having an animal on the premises. This fee will not be applied to any damages.

Two animals per apartment are allowed. The animal fee is $350.00 per animal.

The combined weight of the two animals is not to exceed 100 pounds at full **maturity.**

Certain breeds or mixes are not accepted. Specifications attached.

A current photograph of the animal is required.

Proof of current rabies vaccination required.

If there is any question regarding an animal's breed, breed mix, weight at maturity, etc. a letter from a veterinarian will be required to answer any such questions regarding the specific animal to the satisfaction of Marsh Properties.

An Animal Agreement must be signed by the applicant agreeing to abide by the rules and regulations for having an animal on the premises.

The signed Animal Agreement, the non-refundable fee, and all other required pet information must be submitted along with the apartment application.

Apartment applications will not be processed until all required animal information and fees are submitted.

Only the leaseholder can execute an Animal Agreement with Marsh Properties.

BREED RESTRICTIONS

In accordance with our animal policy, certain breeds of dogs are not accepted due to weight at maturity and/or temperament.

Any dogs weighing over 100 pounds at maturity are not accepted.

Any of the following full and/or mixed breeds are not accepted including but not limited to:

Basenji
Chow
Dalmatian
Doberman
German shepherd
Great Dane
Pitt Bull
Rottweiler
Sharpei

This list may be amended at any time at the discretion of Marsh Properties.

June 9, 2020

The Lexington Dilworth Apartment Homes - ANIMAL APPLICATION & AGREEMENT

RESIDENT NAME: _____ ADDRESS: _____

Resident understands and agrees to the following rules and regulations and agrees to abide by any other regulations which may be established by Management. Any breach of this agreement shall constitute a breach of the lease and can result in termination of resident's right to occupy the premises but resident would still be responsible for the performance of the lease including payment of rent until the end of lease term or until apartment is re-rented.

We allow up to two animals (dogs or cats only) per apartment home with a total combined weight not to exceed 100 pounds at full maturity. Any dogs weighing over 100 pounds at maturity are not accepted. Certain breeds or mixes are not accepted. Specifications attached. A current photograph of the animal is required, plus proof of current rabies vaccination.

The non-refundable animal fee is $350.00 per animal. This fee is paid for the privilege of having an animal on the premises. This fee will not be applied to any damage charges. In the event of a transfer from one Marsh Community to another, a new animal fee will be required.

Resident is responsible for any damage or personal injury caused by the animal. In the event of a roommate situation, the animal owner is the sole responsible person for any animal damages. Resident will be charged for costs of cleaning, repairing, restoring and replacing in regard to any damage to the premises including but not limited to, furnishings, carpet, vinyl, cabinets, walls, doors, etc., if in the opinion of Management such expense is necessary due to stains, scratches, odors, or other damages.

WARNING: Please be advised that once animal urine soaks into carpet, it causes such an odor and discoloration that the carpet must be replaced. The presence of animal urine is not considered normal wear and tear. This is not an uncommon occurrence and it is very expensive. The Resident is fully liable for the expense.

_____
Resident Signature

A major issue that will not be tolerated is the issue of animal waste being deposited and left in any areas of the community. Animal waste that is not removed detracts from the positive image of the community, interferes with the enjoyment of the community and creates potential health problems. In addition animal waste destroys vegetation, which harms the image of the community and necessitates costly replacement. Resident specifically understands and agrees to remove animal waste each and every time the animal is walked from wherever the waste is deposited. Resident agrees to carry some form of pooper scooper and a plastic bag and to immediately remove the waste. Animal waste must be placed in a plastic bag, tied securely and immediately disposed of in the trash compactor or Animal Waste Stations. No exceptions will be made.

_____
Resident Signature

- Animals are to be kept away from shrubbery, flowers and trees.
- Animals will be kept inside apartment at all times except when on a leash and accompanied by and under control of Resident. Cats must be on a leash as well as dogs. Cats are not to be put outside to "roam" day and night.
- Animals will not be chained or tied and left anywhere outside of the apartment.
- No animal equipment and supplies such as houses, cages, carriers, bedding, litter containers, food or watering bowls are to be placed or stored outside of the apartment at any time.
- Residents will be responsible for compliance with all City & County laws applicable to the animal.
- Resident agrees that only the animal described and named below will occupy the premises. No additional or different animal is authorized under this agreement.

Resident understands and accepts that all residents do not appreciate the presence of animals in the community and that some people are truly afraid of animals. It is the animals owner's responsibility and duty to abide by the rules and regulations and to be considerate and mindful of the rights and concerns of non-animal owners. If Marsh Properties determines that your animal constitutes a nuisance, creates a disturbance, or threatens the safety of any person or property you will be required to permanently remove the animal from the premises.

_____
Resident Signature

ANIMAL #1
TYPE OF ANIMAL_____ BREED:_____
(cat or dog) (List all breeds if animal is mixed)

WEIGHT:_____ AGE: _____

ANIMAL'S NAME_____

ANIMAL #2
TYPE OF ANIMAL_____ BREED:_____
(cat or dog) (List all breeds if animal is mixed)

WEIGHT:_____ AGE: _____

ANIMAL'S NAME_____

_____ LESSEE_____ DATE_____
FOR MARSH PROPERTIES

ANIMAL FEE RECEIVED_____ DATE_____ LESSEE_____ DATE_____

June 9, 2020

WAITLIST POLICY

REQUIREMENTS:
Payment of Application Fee(s) for all occupants
Payment of Administration Fee
Payment of Pet Fees/ Deposits (if applicable)
Approved application

Applicant is responsible for providing Marsh Properties with current telephone numbers and email address where applicant can be reached, as well as, providing any change in contact information.

Applicant is responsible for keeping Marsh Properties up to date regarding any change with move-in timeframe, apartment type desired and choice to remain on the waitlist.

Approved applicant shall be placed on the list for the apartment type specified on the application on a "first available" basis for the applicant's timeframe.

Marsh Properties will make reasonable efforts to contact applicant at the telephone numbers/ email address provided on the application. Applicant will be given two (2) business days to respond with first offer. If applicant fails to respond, the applicant's name will be removed from the waiting list.

If applicant declines available apartment but wants to remain on the waitlist, the applicant's needs will be re-evaluated, updated and applicant's name will remain on the waitlist for the next available apartment in the specified timeframe.

If a second apartment is offered; the applicant will have one (1) business day to make their decision of acceptance. If declined, the applicant's name can be removed from the waitlist or put in the "Resident Will Call Us" category. This category is for applicants who do not have a specific timeframe and will call us when they are ready.

An Approved application is valid for ninety (90) days. It would need to be updated at the time an apartment is accepted by the applicant. If an applicant wants to take an apartment after 90 days (3 to 6 months); the application will be processed again at our expense. If the application is declined, we cannot offer the apartment. After six (6) months the application is void. Applicant would be required to re-apply.

RENTAL RATES AND POLICES ARE SUBJECT TO CHANGE WITHOUT PRIOR NOTICE. RATES AND POLICIES AT THE TIME AN APPLICANT IS NOTIFIED OF AVAILABILITY WILL APPLY.

***Being placed on the waiting list does not guarantee applicant an apartment.**

Understood and Agree:

_____
Applicant Date

_____
Applicant Date

_____
Marsh Representative Date

Community: _____

FloorPlan: _____

Move Date: _____

Revised 06.22.2022

AUTHORIZED OCCUPANT AGREEMENT

An authorized occupant may reside on the premises only at the pleasure and consent of the Lessee and Marsh Properties.

An authorized occupant is not a party to the lease and has no rights under the terms of the lease.

An authorized occupant must abide by the rules, regulations, and policies of the apartment community.

Lessee is responsible for the conduct of authorized occupant and for any damages caused by the authorized occupant.

An authorized occupant is required to vacate the premises immediately if Lessee or Marsh Properties determines that the presence of the authorized occupant is no longer desirable for any reason whatsoever.

If Lessee vacates premises, authorized occupant must vacate premises.

If Lessee wishes to vacate premises and authorized occupant wishes to remain he must go through the entire application process and pay all applicable fees. If application is not approved, authorized occupant must vacate the premises on or before the date Lessee vacates the premises.

If Lessee vacates the premises and authorized occupant does not vacate the premises, the Lessee will be held responsible for rent, damages and any other applicable charges under the terms of the lease.

The authorized occupant understands and agrees that he can and will be removed from the premises as a trespasser if he refuses to vacate the premises at the request of the Lessee or Marsh Properties.

By signatures below Lessee and Authorized Occupant fully understand and agree to abide by the terms of this agreement.

Address _____

Lessee _____ Date _____

Co-signer _____ Date _____

Authorized Occupant _____ Date _____

Marsh Properties _____ Date _____