

## Heathstead Rental Screening Criteria

Welcome to Heathstead. 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.

**Application Fee:** A \$75.00 non-refundable application fee is required for all individual applicants. **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; Decline. 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:** 6 and 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 or by credit card 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 (Monday – Saturday) AFTER THE APPLICATION HAS BEEN APPROVED OR A CONDITIONALLY APPROVED APPLICATION HAS BEEN ACCEPTED TO SIGN THE LEASE. 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**

One Adult  
Two Adults  
One parent and one child

**TWO BEDROOM**

One Adult  
Two Adults  
Two Adults and up to two children  
One parent and up to three children

**THREE BEDROOM**

One Adult  
Two Adults  
Two Adults and up to four 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 Marsh Properties LLC at 215 Poindexter Drive Charlotte NC 28209 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 with deferred dispositions 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.** 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 within the 3 day period after the application has been approved.

**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 the roommate’s application is Conditionally Approved, the applicant can be named as a Lessee with the approved roommate/co-signer Lessees. If the application is declined, the applicant 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](http://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 \_\_\_\_\_

Marsh Properties Representative \_\_\_\_\_ Date \_\_\_\_\_

Revised May 1, 2021



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:** Name \_\_\_\_\_ Relationship \_\_\_\_\_

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

# **Heathstead**

## **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 a animal on the premises. This fee will not be applied to any damages.

Two animals per apartment are allowed. The animal fee is \$300.00 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 Policy 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 Policy Agreement, the non-refundable fee, and all other required animal 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 agreement 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**

**Pitt Bull**  
**Rottweiler**  
**Sharpei**

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

**HEATHSTEAD – 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 \$300.00 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 has to 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.

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.

- 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 animal 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.

Animal Name	Animal Type	Animal Breed	Animal Weight	Animal Age

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Cosigner

\_\_\_\_\_  
Cosigner

\_\_\_\_\_  
Marsh Properties Representative

\_\_\_\_\_  
Date



**HEATHSTEAD**  
**MARSH PROPERTIES**  
Community Information and Guidelines

**RENTAL PAYMENTS:**

**PAYMENT IS DUE ON THE FIRST DAY OF EACH MONTH. PAYMENT IS TO BE MADE PAYABLE TO MARSH PROPERTIES.** From the 1<sup>st</sup> day to the 5<sup>th</sup> day of each month payment can be made at the «Sitename» Office – 9:00 to 6:00 Monday through Friday, and Saturday 10:00 to 4:00. Payments can also be made at or mailed to the Marsh Properties Leasing Center at 215 Poindexter Drive, Charlotte, NC 28209 from 8:30 to 6:00 Monday – Friday and Saturday 10:00 to 4:00. An after-hours drop box is available at both locations. **The «Sitename» Office cannot accept payments after the 5<sup>th</sup> day of the month. CASH PAYMENTS ARE NOT ACCEPTED AT ANY LOCATION.**

Marsh Properties will only accept personal checks from an applicant, lease holder(s), authorized occupants, or an immediate family member. All other third-party payments must be made with certified funds.

For your convenience, rent payments can also be made online through your Resident Portal Account using credit card or electronic check or via bank draft. Please contact the «Sitename» Leasing Office for assistance in setting up one of these options.

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

**A late charge of 5% of your monthly rental rate is assessed on all payments received after the 5<sup>th</sup> day of the month. Failure to pay your rent by the 5<sup>th</sup> day of the month not only damages your credit rating but also constitutes a breach of the lease.**

Personal checks are not accepted after the 10<sup>th</sup> day of the month. Payments received after the 10<sup>th</sup> day of the month must be made with a credit card or by certified funds. The payment must include the late charge. If your personal check is received after the 10<sup>th</sup> day of the month, the check will be returned to you and your payment will be considered **unpaid** until we receive your payment in certified funds or by credit card.

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 we file the eviction. It is important to understand that when an eviction is filed it stays on your record.

There will be a charge of \$«leasffee» for any payment returned by your bank unpaid. If your account has **two** returned payments within a 12-month period, only payments by certified funds or credit card will be accepted for rent or any money owed.

**UTILITIES:**

Resident is responsible for utilities as of the date of occupancy stated in the lease. Arrangements for utility services must be made prior to signing the lease. Failure to obtain and maintain all utilities as required can result in immediate termination of the lease.

**CABLE TV / SATELLITE DISH:**

Your apartment is wired for Cable TV. You must contact «CUSTOM\_CableTVProvider» if you wish to subscribe to this service. Your cable service company is responsible for all repairs and service outages.

Outside aeriars, antennas, etc. are not allowed. Satellite dishes cannot be installed without written approval from Marsh Properties and are subject to approval from the Homeowners Association.

**GARBAGE:**

All garbage must be put in plastic bags and tied before placing in trash containers/dumpsters. This helps prevent odor, pests, and scattered garbage. Do not place garbage outside of the dumpsters. Garbage service is provided by the city. Do not place paint, combustibile material, solvents, chemicals, flammable liquids or other hazardous materials or motor oil in the dumpster. Do not leave garbage bags outside your unit.

**MAINTENANCE:**

**ROUTINE MAINTENANCE SERVICE** will be performed Monday - Friday 8:00 a.m. to 5:00 p.m.

Routine service requests can be made by calling 704-366-1944, online through your Resident Portal, or via email at [heathstead@marshproperties.com](mailto:heathstead@marshproperties.com). If we do not respond to your service request within 24 hours, please call our office to make sure it was received.

**EMERGENCY MAINTENANCE SERVICE** is provided 24 hours a day. **Emergency situation must be made by calling the office at 704-790-8465.** Emergency calls made after regular business hours will be handled through our answering service. **If we do not respond to your call within 15 minutes please call back.**

**KEYS AND LOCKOUTS:**

Lost keys are duplicated at resident's expense. For lockouts contact the «Sitename» office at 704-366-1944 during regular office hours. **AFTER HOURS LOCKOUT SERVICES ARE NOT PROVIDED.**

**NOTICE:** We cannot provide access to your apartment to anyone without your prior written permission. If you go out of town and have a relative or someone, check on your apartment (even if you have given them a key) and they get locked out we cannot let them in if you have not notified us in writing.

**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 renters insurance continuously and without interruption throughout the term of the lease and any extension or renewal term. Renters insurance is inexpensive and can save you thousands of dollars.

The contents coverage is for damage or loss of resident's personal property - furniture, jewelry, TVs, computers, clothing, etc. Many residents think their personal possessions are covered by the apartment community insurance, but this is not true. Marsh Properties 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 rental 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.

**RESIDENT INFORMATION UPDATE:**

You are responsible for supplying the «Sitename» office with current phone numbers for home, cell, work and emergency contacts and providing updates if they change. This can also be updated through your Resident Portal.

**ANIMALS:**

**ANIMALS ARE NOT ALLOWED UNLESS PERMITTED BY AN ANIMAL AGREEMENT SIGNED BY THE RESIDENT(S) AND MARSH PROPERTIES. A FEE IS REQUIRED TO HAVE A PET AT HEATHSTEAD. HAVING AN UNAUTHORIZED ANIMAL CONSTITUTES DEFAULT OF YOUR LEASE AGREEMENT.**

**MOVING:**

Move-ins and move-outs are permitted Monday – Saturday from 8:00 AM until 9:00 PM.

All boxes and packing materials must be broken down and taken to the compactor or trash facility in your community. Please check with the Leasing Office for the best place to take these items. Boxes and other moving materials cannot be left in the hallways or breezeways of buildings as this creates a safety hazard.

PODS or similar storage containers are only permitted to be onsite for 2 days (48 hours maximum). They are only permitted to take up one parking space. If you have two storage units, please contact the office for the best place to park in your community.

Moving trucks are not permitted on sidewalks or grassy areas and must not block the flow of traffic.

Any damages resulting from moving will be charged to the resident.

**PARKING AND VEHICLES:**

There is one assigned parking space per unit. Any additional vehicle owned by the resident or guest of residents shall park in the **unmarked spaces**. No greater than one (1) ton commercial trucks shall be parked on the premises other than delivery trucks or moving vans when a resident is moving on or off property. Commercial vans and small trucks one (1) ton or less are allowed. Boats, trailers, campers, motor homes, other recreational vehicles and similar items are to be parked off-site. Non-licensed, un-inspected, disabled or unsightly vehicles are not allowed on the premises. **REPAIRING OR REBUILDING VEHICLES IS NOT PERMITTED ON THE PREMISES.**

**WEATHER CONDITIONS:**

In the event of snow and ice storms, MECA Properties and/or Marsh Properties 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:**

The use of motorcycles is discouraged. 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 asphalt pavement from damage.

**GROUNDS AND EXTERIOR PREMISES:**

The exterior of your apartment including the grounds surrounding your apartment must be kept neat and free of clutter. Grounds maintenance (grass cutting and shrubbery trimming) is provided by the Homeowners Association. Do not plant anything in the lawn area or put anything in the lawn area that would be in the way of the lawnmowers.

Porches, patios and balconies are 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. Sidewalks, walkways and stairways must be unobstructed. Bikes, skateboards, etc. may not be kept in these areas.

Statues, animals, etc. are not allowed in the lawn or shrubbery. Personal garden accessories are to be kept on the privacy of your patio. The American flag may be displayed at any time. Management reserves the right to require a resident to remove any item from the outside premises if Marsh and/ or the Home Owners' Association deems it inappropriate.

The firing of B-B guns, pellet guns, and regular firearms is prohibited by law. The use of fireworks of any kind is prohibited.

Yard sales are not allowed.

**GRILLS:**

North Carolina Fire Code, Section 308: *The use of charcoal burners or any open-flame cooking devices are prohibited on combustible balconies or within 10 feet of combustible construction at multi-family type occupancies such as apartment homes and condominiums.*

Marsh Properties does not permit the use of grills with an open flame on patios or balconies or the storage of combustible materials on patios/balconies, in the storage areas, or in common areas. This does not apply to electric grills.

**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 must do nothing to disable the detectors. They are provided for your safety as well as other residents in your building.

We encourage you to purchase a multi-purpose fire extinguisher for your apartment.

**PEST CONTROL:**

Please call 704-366-1944, if you experience any pest control issues or need to request treatment for your home.

**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 when maintenance service is requested.

**CANDLE SOOT DAMAGE:**

A burning candle produces tiny particles of soot that can be picked up by the heating/AC system and circulated throughout your apartment. Scented candles produce the most soot. This soot can accumulate on walls, furniture, carpet, drapes and all surfaces resulting in significant damage. Resident is responsible for all damages to the apartment and your personal property as well. It is doubtful that this damage would be covered by insurance.

**WINDOW TREATMENTS:**

Window treatments that show from the outside must be white. Window blinds are provided and are not to be removed.

**PAINT, WALLPAPER, ETC.:**

If you custom paint your walls you will be charged for any extra cost to restore the walls to a neutral color when you move. Do not paint cabinets or attach decals of any description. Do not hang wallpaper. Do not use molly bolts in ceiling or walls. Contact the office if you have any questions.

**DO NOT GLUE SHELF PAPER IN THE CABINETS AND DRAWERS.** Use only non-stick paper. 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.

**CARPETS:**

Use cleaning products recommended for synthetic fabrics. Do not clean carpets with soap or oil based cleaning products. Bleached spots and stains that cannot be removed from carpet 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/or charged to replace carpet if deemed necessary by Marsh.

**HEATING AND AIR CONDITIONING:**

These systems will operate more efficiently if you choose a comfortable temperature and leave it there.

**These systems should never be completely turned off.**

Do not set your heat below 55 degrees in the winter. **NEVER TURN YOUR HEAT OFF DURING THE WINTER** – especially if you go out of town. This can cause pipes to freeze and burst causing extensive damage in your apartment and in other apartments and you would be held responsible.

**Oil, gas, or kerosene heaters are strictly prohibited.**

**STORM WATER:**

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. To follow the program's 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. Never put wipes, grease, oils, fats or other debris items such as toys down any of the drains or toilets.

**Grease is Your Drain's Worst Enemy So Remember...Collect It, Absorb It, Seal It, Trash It!**

**GUESTS:**

Guests 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 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 or the property or any other Marsh property.

A resident who refuses to cooperate and comply with a decision of Marsh Properties with regard to requiring a person to leave the property temporarily or permanently will be in violation of the rules and regulations which is a default of the lease.

**Any Homeowners Association fines imposed due to noncompliance of the rules and regulations will be the responsibility of resident.**

**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.**

It is our goal to provide you with a good place to live. We will do our best to give you good service and to maintain your 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.

**GOOD NEIGHBORS MAKE GOOD NEIGHBORHOODS!!!**

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Resident Signature

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Resident Signature

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Resident Signature

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Resident Signature

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Cosigner

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Cosigner

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Apartment Address

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Marsh Properties Representative

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Date

Property: \_\_\_\_\_

Preferred Floorplan: \_\_\_\_\_

## **WAIT LIST POLICY**

### **REQUIREMENTS:**

\$75.00 Application Fee  
Approved Application

Applicant is responsible for providing Marsh with current telephone numbers where applicant can be reached and for providing Marsh with any change in telephone numbers.

Applicant is responsible for keeping Marsh up to date regarding any change in move-in time frame, apartment type and whether or not he wants to remain on the wait list

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 time frame.

Marsh will make reasonable efforts to contact applicant at the telephone numbers provided on the application. Applicant will be given 2 business days to respond. 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 wait list, applicant's needs will be re-evaluated and updated and applicant's name will remain on the waiting list for the next available apartment in the specified time frame. If a second apartment is offered and declined, the applicant's name can be removed from the wait list or put in the "Resident Will Call Us" category. This category is for applicants who do not have a specific time frame, i.e. they have to sell their house and they will call us when they are ready.

An Approved application is good for 90 days. It would need to be updated at the time they take an apartment. If an applicant wants to take an apartment after 90 days (3 to 6 months) we will process the application again at our expense. If the application is denied we cannot offer the apartment. After 6 months the application is void. Applicant would have to re-apply.

**RENTAL RATES AND POLICES ARE SUBJECT TO CHANGE. 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.

\_\_\_\_\_  
Applicant Date

\_\_\_\_\_  
Applicant Date

\_\_\_\_\_  
Marsh Properties