

TORINO ENTERPRISES, INC.

APPLICATION TO LEASE

INSTRUCTIONS TO APPLICANTS:

- Each intended adult occupant must fill out one Application ENTIRELY and COMPLETELY.
- When supplying names, give complete and full names including full middle names, if any. Sign on reverse side with your complete and full signature and list both your work and home phone numbers. Do not give pager numbers.
- When supplying addresses, give complete addresses including apartment numbers, cities, states and zip codes.

WARNING: This application may be returned and/or rejected if it is not signed, complete, or legible; if satisfactory identification is not presented; if any information is false, cannot be verified, or does not meet predetermined requirements; if additional information is required from Applicant and is refused; or a co-Applicant is rejected.

Do you own a pet? Yes No Type of pet? Dog Cat Other

Print Full Name (Last, First, Middle)	Date of Birth	S.S. Number
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RESIDENCE

Present address (Number, Street, City, Zip)	Rent	Own	Present Phone Number	How Long?
Detached Family Home Attached Family Home Apartment Home	To whom do you make payments? _____		Mo. Payments: \$ _____ Phone #: (____) _____	
Previous address (Number, Street, City, Zip)	Rent	Own	How Long? _____	Name, address, phone # of Landlord
Name of others who will reside with you: Please state age of minors. 1. _____ 2. _____ 3. _____ 4. _____				

EMPLOYMENT

Employer (if self-employed, name of business)	Phone #	Type of Business	Position	How Long
Business address (Number, Street, City, Zip)	Supervisor	Phone #	Income	
Other Income	Source	Previous Employer (include zip code)		How Long?

FINANCIAL

Have you or your spouse ever filed bankruptcy?	
Yes No What year? _____	Country and State: _____
Have you or your spouse ever been convicted of a Misdemeanor or Felony?	
Yes No What year? _____	Country and State: _____
Have you had any suits, liens, judgments or repossessions?	
Yes No What year? _____	Country and State: _____

PERSONAL

In case of emergency, please notify: (Family members only name, address and phone number)

PARKING OF RECREATION VEHICLES, BOATS OR TRAILERS IS PROHIBITED

How many cars do you own? _____ Make _____ Model _____ Color _____ Year _____
License # _____ State _____ Driver's License # _____

Do you own a water bed? Yes No Liability Insurance on water bed? Yes No

Do you have renters insurance? Yes No Carrier Name _____

How did you first learn about this apartment community?

Newspaper Ad For Rent Drive By Apartment Guide Internet _____

Resident Referral _____ Apartment # _____

What features attracted you to this apartment community? _____

This application is made for the purpose of procuring rental of the home in described premises, and for credit clearance.

Everything that I have stated in this Application is correct to the best of my knowledge. I understand that you will retain this application whether or not it is approved. You are authorized to check my credit and employment history and to answer questions about my credit experience with you.

I hereby agree to release and hold harmless Torino Enterprises, Inc., its agents, servants, and employees from any and all liability, legal proceedings and costs including attorney's fee missing out of either the verification of the information contained on this application form or the release of this information to other parties.

All of the above data and information set forth here in including, but not limited to the statement of my assets, income and financial condition is warranted to be true and accurate and to fully and correctly state my financial condition as of the date of this application. I also covenant and agree to notify you of any changes in the status of any of the aforementioned items during the period of my tenancy.

It is agreed that this deposit will be held by Torino Enterprises, Inc. to reserve the premises listed here in for applicant's occupancy. The deposit will be non-refundable after two (2) days except in the event application is not approved or possession of said premises cannot be delivered to application on the date specified.

It is also understood that the fee of \$35.63 is not a deposit and will not be refunded or supplied to rent if applicant is approved or declined. This fee is for the costs to process the application for resident's employment verification, rental history and a credit check.

Date Signed

Applicant's Signature

Date of Manager's Approval

Manager's Approval Signature

Name of Leasing Consultant

LAKEVIEW AT THE BAY
Rental Criteria
Purpose of this Document

We offer the following information so that all applicants will have available to them a detailed statement of the rental qualifying policies of Lakeview at the Bay Apartments. Although we have attempted to make this document easy to read and understandable, by its nature as a statement of policy, it includes formal language and legal terms. If you have any questions about our policies or about the information in this document, please contact any member of our management team. Applicant(s) agrees that if any information given is found to be false, applicant(s) agree that all holding deposits will be forfeited.

Occupancy Policy-

1. Occupancy is based on the number of bedrooms in an apartment home.
2. Two Persons are allowed per bedroom plus an additional (1) one person for the entire apartment home.

General Requirements-

1. State or federally issued photo identification and social security validation will be required. Foreign visitors must provide documentation from appropriate Department of Homeland Security agency to validate applicant's right to be in the United States.
2. A complete and accurate rental application is required (incomplete rental applications will be returned to applicant)
3. Inaccurate or falsified information will be grounds for denial, and forfeiture of any deposits paid.
4. Each person (18) eighteen years of age or older MUST complete the application process and meet the requirements.
5. Applicant(s) can not have been convicted of a Misdemeanor or Felony drug charge, a Misdemeanor against other persons, or any Felony convictions.

Credit Requirements-

1. Credit reports cannot reflect more than \$1000.00 unpaid negative accounts.
2. Chapter 7 bankruptcies will be accepted with court issued discharge papers and a list of creditors that were included in the bankruptcy.
3. Chapter 11 & 13 bankruptcies will be accepted with proof that the repayment plan has been satisfied and a list of creditors that were included in the bankruptcy.

Income Requirements-

1. Gross monthly household income must be (3) three times the stated monthly rent.
2. A current paycheck stub will be required. (Must be within 30 days of date of application)
3. Bank accounts may be used in lieu of employment income if the amount reflects (3) times the stated monthly rent amount multiplied by (6) months. The bank account must be in applicant's name.
4. Self-employed applicants will be required to show proof of income through copies of the previous year's tax returns.

Rental History Requirements-

1. Twelve (12) month of positive contractual rental history from a third party reference will be required within two years from the date of application.
2. Rental history reflecting excessive late payments or excessive NSF's, damages or disturbances will be denied. Past due housing balances or eviction judgments must be satisfied.
3. Home ownership will be verified. Mortgage payments must reflect positive payment history. Temporary exemption: Mortgage history that includes foreclosure, short sales, walk aways must be approved by the corporate office and will be only considered with an security deposit equal to one (1) month's rent plus the current standard deposit amount if: The event occurred during the period of 2008 to present; all other debt obligations of the applicant(s) reflect a current payment history; and all other areas of rental criteria are fully met

If applicant can provide proof of income within \$500.00 of required amount, and/or has no credit rating established, and/or has less than twelve (12) months of rental history, the applicant may obtain a Guarantor to be considered for approval. In lieu of a Guarantor, in select circumstances, an applicant may be permitted to pay additional security deposit to be considered subject to approval from the Corporate Office.

X _____
Applicant

X _____
Date

***If not signed in person this application must be notarized.**

***Updated on November 1, 2010**

Guarantor Rental Criteria Purpose of this Document

We offer the following information so that all applicants will have available to them a detailed statement of the guarantor qualifying policies of Lakeview at the Bay Apartments. Although we have attempted to make this document easy to read and understandable, by its nature as a statement of policy, it includes formal language and legal terms. If you have any questions about our policies or about the information in this document, please contact any member of our management team.

Occupancy Policy:

1. Occupancy is based on the number of bedrooms in an apartment home.
2. Two persons are allowed per bedroom plus an additional (1) one person for the entire apartment home.

General Requirements:

1. State or federally issued photo identification and social security validation will be required.
2. A complete and accurate rental application is required (incomplete rental applications will be returned to applicant)
3. Inaccurate or falsified information will be grounds for denial.
4. Each person (18) eighteen years of age or older MUST complete the application process and meet the requirements.
5. Applicant(s) can not have been convicted of a Misdemeanor or Felony drug charge, a Misdemeanor against other persons, or any Felony convictions.
6. If guarantor is married then their spouse is required to sign the lease and guarantor addendum.
7. All deposits given are non-refundable if any information given is found to be false.

Credit Requirements:

1. Credit reports cannot reflect more than \$1000.00 unpaid negative accounts.
2. Chapter 7 bankruptcies will not be accepted.
3. Chapter 11 & 13 Bankruptcies will not be accepted.

Income Requirements:

1. Gross monthly household income must be (4) four times the stated monthly rent.
2. A full 30 days worth of paycheck stubs will be required. (Must be within 30 days of date of application)
3. If applicant is unemployed, bank statements may be used to verify income if amount reflects (4) four times the stated monthly rent amount multiplied by (6) six months. The bank account must be in the applicant's name.
4. Self-employed applicants will be required to show proof of income through copies of the previous year's tax returns.

Rental History Requirements:

1. One year of positive contractual rental history from a third party reference will be required within two years from the date of application.
2. Rental history reflecting past due balances, evictions, excessive late payments or excessive NSF's will be denied.
3. If applicant has less than twelve (12) months of favorable rental history from a third party a Guarantor will be required.
4. Home ownership will be verified. Mortgage payments must reflect positive payment history, or paid in full.

Applicant

Date

CRIME FREE ADDENDUM TO RENTAL AGREEMENT

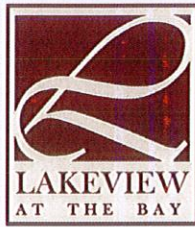
In consideration of the execution of or renewal of a lease of the unit identified in the rental agreement, the parties agree as follows:

1. Tenant, any members of the tenant's household or a guest or other person under the tenant's control shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. Drug-related criminal activity means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act {21 U.S.C. 802}).
2. Tenant, any member of the tenant's household or a guest of other person under the tenant's control, shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the said premises.
3. Tenant, any member of the household or guest, will not permit the unit to be used for, or to facilitate, criminal activity, including drug-related, regardless of whether the individual engaging in such activity is a member of the household or guest.
4. Tenant, any member of the tenant's household or guest, or another person under the tenant's control, shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance as defined in A.R.S. 13-3451 and Federal Law, at any locations, whether on or near the premises or otherwise.
5. Tenant, any member of the tenant's household, or a guest or another person under the tenant's control shall not engage in any illegal activity, including prostitution, as defined in A.R.S. 13-1211, criminal street gang activity as defined in A.R.S. 13-105 and 13-2308, threatening or intimidating as prohibited in A.R.S. 13-1202, assault as prohibited in A.R.S. 13-1203 including but not limited to the unlawful discharge of firearms, on or near the premises or any breach of the rental agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other tenant or involving imminent or actual serious property damage, as defined in A.R.S. 33-1368 (A).
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF THE TENANCY.** A single violation of any of the provisions of this added addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the rental agreement under A.R.S. 33-1368. Unless otherwise provided by law, proof of violation **shall not require criminal conviction** but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the rental agreement, the provisions of the addendum shall govern.
8. Tenant hereby authorizes Landlord to use all police generated reports as direct evidence in all eviction hearings and trials for violation of this addendum.
9. Resident authorizes owner/agent to run criminal background checks and/or credit checks at any time before, during or after the tenancy.
10. This **ADDENDUM** is incorporated into the rental agreement executed or renewed this day between Landlord and Resident. Tenant acknowledges that if the lease is terminated all rental concessions were become due and owing and that the tenant will be liable for lease-break fees and all rent due for the remainder of the lease term.

DATED THIS _____ day of _____, 20____

LANDLORD:

RESIDENT:



NOTIFICATION OF ENFORCEMENT OF CRIME FREE ADDENDUM TO RENTAL AGREEMENT

Arizona recently passed a Medical Marijuana law that permits the limited use of Medical Marijuana in specific and limited circumstances. The State of Arizona has adopted, or is in the process of adopting, rules that govern the manner of establishing the regulations for the use of medical marijuana.

Despite Arizona's new law, the federal Controlled Substance Act (CSA) categorizes marijuana as a Schedule I substance and the manufacture, distribution, or possession of marijuana is a federal criminal offense. See 21 U.S.C. § 801 et seq. Furthermore, the U.S. Department of Housing and Urban Development has sent out a Memorandum that specifically states that the use of marijuana for medical purposes violates federal law and that federal and state nondiscrimination laws do not require landlords to accommodate requests by current or prospective residents with disabilities to use medical marijuana. See Medical Use of Marijuana and Reasonable Accommodation in Federal Public and Assisted Housing dated January 20, 2011.

This property has determined that the use, possession, distribution or manufacture of marijuana has been determined to interfere with the health, safety, welfare and right to peaceful enjoyment of the premises by other residents. As such, the management hereby informs and reminds all tenants that they signed a Crime Free Addendum when they moved in and, pursuant to that addendum and the supporting federal laws, any use of marijuana (medical or otherwise) by the tenant or their guests will result in an immediate termination. If you have any questions or concerns about this policy, please speak to management

Resident: _____

Date: _____

LANDLORD: _____

Lakeview at the Bay
Application Addendum for Animals

To ensure all necessary paperwork, documents, deposit and/or fees (if applicable) are received prior to your scheduled move-in date, **please complete and sign this document.**

APT NUMBER APPLYING FOR: _____

NAME: _____

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PLEASE INITIAL AFTER EACH APPLICABLE ITEM

I DO NOT INTEND TO HAVE ANY TYPE OF PET/ANIMAL _____

I DO HAVE A PET/ANIMAL _____

I HAVE A: (please list how many, if other, please specify what kind, also if it's an ESA animal)

DOG _____ CAT _____ OTHER _____

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GENERAL ANIMAL REQUIREMENTS:

- All animals approved not to exceed 25lb full grown, picture will need to be submitted
- All animals must be current in their vaccinations and have proof of a recent rabies shot
- All dogs must show proof of being registered with Maricopa County
- All dogs and cats must be spayed or neutered
- Additional paperwork will be required for approval prior to move in for an ESA request.

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LAKEVIEW AT THE BAY DOES NOT ALLOW VISITING PETS

I have read and understand: _____

Dated: _____