

## QUALIFICATION/APPROVAL GUIDELINES

Welcome to our community! **Before you apply to rent an apartment home, please take the time to review this Statement of Rental Policy. For the purpose of this document, the term "applicant" is defined as the person or persons who will be signing the Lease as the "Resident;" the term "occupant" is defined as the person or persons who are authorized occupants under the Lease. Some criteria apply to the applicants only; other criteria apply to all occupants. An applicant must be 18 years of age or older to qualify as a resident. Please note that these are the current rental criteria for this community; nothing contained herein constitutes a guarantee or representation that all residents and occupants currently residing here have met these requirements. There may be individuals who began residing at this community prior to these particular criteria going into effect; additionally, the ability to verify whether these requirements have been met is limited to the reliability of information received from applicants and outside services used.**

**RESIDENTIAL HISTORY:** Present and previous residence may be verified for all applicants and proposed occupants. We must obtain verification of a satisfactory rental history for the past two years, which includes timely rent payments, proper notice of cancellation or non-renewal, no outstanding balances or history of lease violations. All applicants who have been previously evicted will be declined. The head of the household must be 18 years or older, physically occupy the apartment and meet all criteria.

**EMPLOYMENT HISTORY:** Previous and current employment history will be verified. Allowances from other sources of income such as alimony, child support, retirement income, commissions or tips will require written verification. In the event the applicant is self-employed, written verification of two years income (such as tax returns) must be provided.

**APPLICANT SCREENING:** We use third party screening to verify and evaluate all applications for residency. The third party screener will evaluate information provided with a scoring model that is uniform, fair, and unbiased for all applicants. Once the third party provider evaluates all the information, a recommendation will be given on whether the applicant meets the criteria set forth for all new residents in order to be approved for residency. If the application is denied, you will receive specific contact information from the third party provider to which any direct questions can be directed.

**EQUAL HOUSING:** We are an Equal Housing Opportunity Provider. We do business in accordance with the Federal Fair Housing Act and do not discriminate against any person because of race, color, religion, sex, handicap, familial status or national origin. Additionally, we provide housing in accordance with all other state and local laws if those laws provide greater protection than the Federal Fair Housing Act.

**PHOTO IDENTIFICATION POLICY:** Prior to viewing an apartment home, you must have a valid form of government issued photo identification. A valid form of identification shall include one of the following: Driver's License, Military Identification, a Passport, or government issues photo identification. All persons going on the tour to view the apartment home must have a valid form of identification. Anyone that does not have the valid photo identification required will be asked to remain in the office during the tour.

**APARTMENT AVAILABILITY:** Applications for apartment homes will be accepted on a first come - first serve basis and are subject to the availability of the particular apartment requested. "Availability" does not necessarily mean that an apartment will definitely be available for occupancy by an applicant at the estimated date. "Available" apartments include those where a "notice to vacate" has been submitted by an existing resident indicating an intention to vacate on or about a certain date. Under certain circumstances, we will permit certain residents who are not in default of their lease to withdraw or change their notice of moving. Other circumstances not necessarily under managements control may also delay the date of availability of an apartment. In addition, an apartment may not be considered available because it is about to be placed under contract as an application has been made and a deposit placed to hold the apartment. If the applicants credit is not approved or if the applicant fails to sign a Lease by the specified date, then the apartment would again become available. Whether a particular unit or type of apartment is available can vary significantly within several hours.

**OCCUPANCY GUIDELINES:** One Bedroom: A maximum of 3 occupants, Two Bedrooms: A maximum of 5 occupants, Three Bedrooms: A maximum of 7 occupants. If federal, state or local laws, ordinances, guidelines or requirements conflict with our Guidelines, federal, state or local laws, ordinances, guidelines shall apply. If the number of people applying for a single apartment exceeds the properties guidelines, the application will be rejected for that particular size of apartment.

**OPEN CARRY POLICY (TEXAS PROPERTIES):** Our community has adopted a policy prohibiting anyone from entering our community while carrying a firearm in an open manner. We are not restricting the carrying of concealed handguns, nor are we prohibiting residents from having firearms in their units or transporting them between their units and their vehicles. Our policy is that no individual may enter any part of our property with a firearm that is carried openly. This policy is set forth in our community's handbook as well as the Texas Apartment Association's Lease Addendum for Carrying Handguns Onsite, restricting all individuals (even licensed holders) from openly carrying firearms on our property.

Applicant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**SATELLITE DISH:** We allow the installation of one satellite dish per apartment in accordance with FCC and local access laws. Not all of our apartments are suitable to satellite reception and we cannot guarantee that satisfactory transmission will be received. There are limitations on how and where the satellite dish can be installed and the appropriate addendum must be signed. An additional general security deposit may be charged and a copy of the liability insurance in a coverage amount of \$100,000 may also be required.

**FEES/DEPOSITS:** Each applicant may be required to pay a non-refundable application fee for verification of information and credit approval. A good faith deposit may also be requested with the Application for Residency. A portion of that deposit amount will be non-refundable. If the application is accepted, the payment will be applied toward the required amounts, and if for any reason management decides to decline the application, management will refund the good faith deposit in full. If the application is approved and the applicant fails to sign a lease or take occupancy of the premises on the agreed date, management may retain the good faith deposit as liquidated damages for the amount of rent lost and any expenses incurred due to the cancellation.

**INCOME VERIFICATION:** The gross monthly income must equal three times the monthly rent per household. If a Lease Contract Guarantor is required or authorized, the Guarantor gross monthly income must also equal four times the monthly rent in order to qualify as a Guarantor. All monthly income will be verified. Income verification is required prior to final approval of the application for residency. One or more of the following documents must be submitted by the Applicant or Guarantor within 48 hours of the date of application: Last two paycheck stubs, current bank statement showing recurring payroll deposits, last year's income tax return.

**CREDIT:** A complete investigation of credit history of each applicant will be made and will require a satisfactory rating

**CRIMINAL BACKGROUND CHECKS:** We perform criminal background checks in accordance with applicable federal and state laws, including all state and federal fair housing laws with respect to our criteria. Your signature on the Application for Residency authorizes us to check not only your credit history, but also to conduct a review of your criminal history to check for any arrests or convictions. You and all occupants over the age of 18 will be required to answer questions on the application stating whether you have been convicted or arrested of a crime; and, if so, what the crime was, when and where it occurred and the disposition of that charge. An unsatisfactory criminal background check revealing conviction of or deferred adjudication of certain serious offenses may result in denial of your application. However, not all crimes disqualify you from living at the community. Crimes that result in denial of residency are those which pose a serious threat to the health, safety and welfare of persons living and working in our community, taking into account not only the type of crime but also the circumstances under which it occurred.

**In this regard, felony convictions (including adjudications based upon either guilty pleas or no contest pleas), indictments, arraignments or any charge or pending charge resulting in "Adjudication Withheld" or "Deferred Adjudication" for any of the following crimes at any time by you or any proposed occupant over the age of 18 will result in automatic denial of your application:** (A) the illegal manufacture or delivery of a controlled substance under the federal Controlled Substances Act or any similar state laws; (B) criminal acts against the elderly, children or minors, including enticing, endangering, injury to or obscenity with a child; (C) arson, including arson resulting in injury; (D) murder (any class), including attempted murder; (F) manslaughter; (G) rape; (H) armed robbery; (I) vehicular homicide; (J) any sex crime, including but not limited to sexual assault, enticing, injury to or obscenity with a child, sexual molestation, obscenity, indecent exposure, sexual molestation, public lewdness, prostitution, rape (including statutory rape) or a listing on any local, state or federal database as a Sexual Predator or Offender; (K) indecent exposure; (L) compelling prostitution; (M) the illegal trafficking of persons; (N) property-related crimes, including breaking and entering, theft (which is defined to include both robbery & burglary), grand larceny, malicious injury to property, receiving stolen property, shoplifting, theft and vandalism; (O) violence-related crimes such as physical assault or assault with a weapon, battery, and kidnapping; or (P) major family-relations-related crimes such as abandonment, abuse or domestic violence.

**A felony or misdemeanor conviction, indictment, arraignment or any charge or pending charge resulting in "Adjudication Withheld" or "Deferred Adjudication" for any of the following crimes listed herein by you or any proposed occupant over the age of 18 may result in a denial of your application, if such occurred within the past seven (7) years:** (A) terrorism or terroristic threat; (B) minor property-related crimes including but not limited to aiding and abetting theft, petty theft, trespass, fireworks-related crimes and tampering; (C) fraud-related crimes such as counterfeiting, credit card abuse, embezzlement, forgery, identity theft, insurance fraud, welfare fraud and the like; (D) computer/telecommunications related crimes such as cable theft, computer stalking, hacking and the like; (E) minor family-relations-related crimes such as harboring a runaway child, non-support, truancy and the like; (F) obscenity; (G) criminal mischief over \$200.00 or probation violation; (H) unlawful carrying of a weapon; (I) pornography; (J) crimes against animals, such as cruelty to animals; (K) crimes against public justice, such as assault on a police officer, contempt, delivering drugs or weapons to a prisoner and the like; (L) gambling-related crimes; (M) crimes related to organized crime; (M) certain alcohol-related crimes such as aggravated DWI, DUI causing an injury and the like; or (N) the illegal possession of a controlled substance. In such instances, prior to making a final decision we will conduct an individualized assessment of any mitigating information you can share with us beyond what may be contained in that individual's criminal record, including

Applicant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

: (1) the facts and circumstances surrounding the criminal conduct; (2) the age of the individual at the time of the conduct; (3) evidence that the individual has maintained a good tenant history before and/or after the conviction or conduct; and (4) evidence of rehabilitation efforts.

In the event the criminal background check reveals any pending criminal cases, we may offer residency conditionally upon dismissal or favorable resolution of the charge. Upon conviction, the Lease Agreement will be terminated immediately. The fact that we perform criminal background checks does not mean that our residents and occupants have no prior or current criminal histories, and we cannot and do not guarantee that this community and its residents are free from crime. Verification of the accuracy of information supplied to or made available to us by applicants and credit reporting services is limited.

**RENTER'S INSURANCE:** Proof of Renter's Insurance is part of the property qualifying criteria to live at the community. Refer to the Community Information Sheet for the specific qualifying guidelines.

**THE LEASE AGREEMENT WILL NOT BECOME EFFECTIVE UNTIL THIS APPLICATION IS APPROVED BY MANAGEMENT.** TITLE VIII of the CIVIL RIGHTS ACT of 1996 makes discrimination based on race, color, religion, sex, family status, or national origin illegal in connection with the rental of most housing. The Federal agency which administers compliance with this law concerning this company: Department of Housing and Urban Development.

**PRIVACY POLICY FOR PERSONAL INFORMATION:** We are dedicated to protecting the privacy of your personal information, including your Social Security or other governmental identification numbers. We have adopted a privacy policy to help ensure that your information is kept secure. We follow all federal and State laws regarding the protection of your personal information. **How information is collected.** You will be furnishing some of your personal information (such as your Social Security or other government identification numbers) at the time you apply to rent from us. This information will be on the rental application form or other document that you provide to us or to an apartment locator service, either on paper or electronically. **How and when information is used.** We may use this information in the process of verifying statements made on your rental application, such as your rental, credit and employment history. We may use the information when reviewing any lease renewal. We may also use it to assist us in obtaining payment from you for any money you may owe us in the future. **How the information is protected and who has access.** In our company, only authorized persons have access to your Social Security or other governmental identification number. We keep all documents containing this information in a secure area, accessible only by authorized persons. We limit access to electronic versions of the information to authorized persons only. **How the information is disposed of.** After we no longer need your Social Security or other governmental identification numbers, we will store or destroy the information in a manner that ensures that no unauthorized person will have access to it. Our disposal method may include physical destruction or obliteration of paper documents or electronic files containing such information. **Locator Service.** If you found us through a locator service, please be aware that locator services are independent contractors and are not our employees - even though they may initially process rental applications and fill out lease forms. You should require any locator service you use to furnish you their privacy policies, as well.

**EQUAL CREDIT OPPORTUNITY ACT:** The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of sex or marital status. The Federal agency which administers compliance with this law concerning this company: Equal Credit Opportunity, Federal Trade Commission, Washington, D.C. 20580.

**If my application is accepted and a lease signed by all parties, I understand the security deposit (Pet and Premises) will become my refundable security deposit upon meeting the terms of the Lease and Community Rules and Regulations. If for any reason, management decides to decline my application, then management will refund this good faith deposit and the non-refundable fees, excluding application fee, to me in full. If management accepts the application, but is unable to allow me to occupy the premises on the date agreed because of delay caused by construction or holding over of a prior resident, then I agree that my sole remedy shall be the return and refund of this good faith deposit and non-refundable fees including the application fee. I hereby waive any other right to damages against management or the owners of the property due to failure of management to provide the premises for occupancy. If I fail to occupy the premises on the agreed upon date, except for delay caused by construction or holding over of a prior resident, I understand that management shall assess as liquidated damages all deposits and fees (except pet deposit and nonrefundable pet fee) paid to management through the date of proposed occupancy, including non-refundable application fee, security deposit, non-refundable administrative fee, and garage deposit, which amounts shall be considered liquidated damages and not a penalty to reimburse management for re-rental costs and expenses incurred due to any cancellation in view of the fact that the parties agree that such costs are difficult to ascertain. It is understood that I shall have 24 hours from the time and date of submitting this rental application in which to cancel this rental application and receive a return of the good faith deposit and non-refundable fees excluding the application fee. Any cancellation after 24 hours after submission of this application by the applicant shall incur the liquidated damages noted above unless management should decline my application. I further understand that all original forms are returned to management and verifications are completed prior to the move-in date.**

Applicant Signature: \_\_\_\_\_

Date: \_\_\_\_\_