

RESIDENT SCREENING POLICY FOR CONVENTIONAL COMMUNITIES

Thank you for your interest in our community. Before you apply to rent an apartment home in our community, please take the time to review the screening requirements. All persons 18 years of age or older, and not dependents, will be required to complete separate rental applications. Applicants with adult dependents, and applying for residency will complete a joint application. The term "applicant(s)" under this policy means the person or persons that will be signing the Lease as "residents"; the term "occupant(s)" in this policy means the person or persons that are authorized occupants under the Lease.

Please also note that these are our current rental criteria; nothing contained in these requirements shall constitute a guarantee or representation by us that all residents and occupants currently residing in the community have met these requirements. There may be residents and occupants that have resided in the community prior to these requirements going into effect; additionally, our ability to verify whether these requirements have been met is limited to the information we receive from the various resident credit reporting services used.

Statement of Non-Discrimination and Fair Housing Policy

It is the policy of this community to comply with all applicable fair housing laws including those which prohibit discrimination against any person based on race, sex, religion, color, familial status, national origin, age, or disability. Housing shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status.

This community will make reasonable accommodation(s) to persons with disabilities if such accommodation(s) will allow a prospect and/or applicant an experience comparable to those of non-disabled renters. Any person can make a request for reasonable accommodation by phone or in writing to the property in which they wish to visit, apply and/or reside.

Qualifying Rental Criteria

All visitors must present a valid driver's license or government issued photo ID in order to view the community.

1. **Occupancy Guidelines** - The following occupancy standards apply based on 2 persons per bedroom, plus one per apartment.

One Bedroom	Three Persons
One Bedroom with Den	Four Persons
Two Bedroom	Five Persons
Three Bedroom	Seven Persons
Four Bedroom	Nine Persons

* Residents who exceed these occupancy standards during the lease term, will be required, upon the end of the current lease term, to either:

- i. Transfer into another available apartment which has more bedrooms; or
- ii. Move out

Rent for the new apartment will be at the rental rate at the time the lease is entered into for the new apartment.

2. **Age** - Applicants must be 18 years of age or older unless deemed to be an adult under applicable law with respect to the execution of contracts. In respect to property jurisdiction within state law some applicants will be required to provide current proof of emancipation.
3. **Credit** - A credit report will be completed on all applicants to verify credit ratings. Income plus verified credit history will be entered into a credit scoring model to determine rental eligibility and security deposit levels. Unfavorable accounts which will negatively influence this score include, but are not limited to: collections, charge-off, repossession, and current recent delinquency; open bankruptcies.

ADDITIONAL APPLICATION DEPOSITS WILL BE REQUIRED FOR ALL CREDIT RECOMMENDATIONS BELOW AN ACCEPT LEVEL, NOT INCLUDING A DENY RECOMMENDATION.

Refer Credit Recommendation occurs on applicants with little or no credit history. In such cases, additional



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checks for rental and income/employment will be completed. If the criteria are met in these checks, an **additional deposit** will be required. On rental history, applicant must have 12 months of positive rental history within the past 24 months. (Please refer to Clause 8 of this document for detailed information on rental history requirements.) When no rental history exists, an **additional deposit** is required.

4. **Income** - Gross income for all applicants in one apartment home will be combined and entered into the credit scoring model for income eligibility. All applicants will be asked to produce consecutive and most recent pay stubs for the last 4 weeks from Application Date. If handwritten pay stubs are supplied, the documents must be validly notarized to be deemed sufficient. Applicants must have a minimum combined gross income of **3.0** times the **monthly rent**. Additional sources of verifiable income may be considered. These sources may include: child support, grants, pensions, GI benefits, disability, trust funds, social security and savings accounts. (The applicant must supply six current consecutive months of bank statements if any of the additional sources of income listed above cannot be provided directly from the supplier.)

Some credit scoring results will necessitate further income verification. In such instances, verification with employer will be completed or applicant may be asked to produce additional financial statements/records.

5. **Employment** - If employment is to begin work shortly, the applicant must provide a "letter of intent" to hire from the employer.
6. **Self-Employment, Retired or Unemployed** - Such applicants must provide the previous year's income tax return and the previous two month's bank statements, or twelve months of financial statements and must exhibit no negative references. Seasonal employment must be verified by providing the prior year's tax return.
7. **Criminal History** - A criminal background check will be conducted for each applicant and occupant age 18 years or more. A landlord is not required to rent to any person whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others.

Any conviction for manufacture or distribution of any federally controlled substance and applicants who are required to register as sex offenders for life will result in an automatic denial of tenancy.

All other criminal convictions will require additional screening, which will require additional time for screening and an additional charge of **\$15.00**, which shall be paid in full prior to the additional criminal screening, within 10 days of the initial screening result.

When you apply, screening will be run on income, credit, other areas in the screening criteria and criminal history. If the screening passes the non-criminal requirements and you have no criminal convictions, then your application may be accepted immediately. If you do have criminal convictions, you may be given a conditional approval or may not be approved to rent, pending the outcome of the criminal screening, if the convictions would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others.

Determinations as to criminal screening will be made on a case by case basis, and will be based on the following factors and information, which will be required for every conviction, and we cannot complete the application screening without this information: 1) the facts of the crime you were convicted of; 2) the actual charge you were convicted of; 3) your age at the time of the conviction; 4) criminal convictions prior to the conviction; 5) criminal convictions and pending charges since the conviction; 6) how much time has passed since the conviction; and for drug possession charges 7) if you are in, or have completed recovery or treatment since the conviction.

Failure to provide any information is a basis for denial of tenancy.

Please remember that this requirement does not constitute a guarantee or representation that residents or occupants currently residing in our community have not been convicted of or subject to deferred adjudication for a felony, certain misdemeanors or sex offenses requiring registration under applicable law; there may be residents or occupants that have resided in the community prior to this requirement going into effect; additionally, our ability to verify this information is limited to the information made available to us by the resident credit reporting services used.



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8. **Rental History** - Some credit scoring results will necessitate an evaluation of verifiable rental or mortgage payment history for the last 24 months. In these instances, applicant must have a minimum of 12 months' cumulative verifiable rental or mortgage payment history within the last 24 months. In such instances, if a previous landlord cannot be contacted, 6 consecutive months of proof of payment must be verified and a copy of the lease contract must be provided. Applicants not having verifiable rental or mortgage history may have to pay an additional deposit.

When applications also depend on the results of a rental history investigation for an approval/denial determination, applications for residency will automatically be denied for the following reasons:

- i. An outstanding debt to a previous landlord must be paid in full (may result in a conditional approval)
- ii. A breach of a prior lease or a prior eviction or in the process of eviction of any applicant or occupant

9. **Guarantors** - Guarantors will be accepted for applicants who do not meet the required rent-to-income ratio. Only one guarantor per apartment is permissible. For guarantor-supported applications, an additional application deposit will be required. The deposit level will be based on the credit analysis. The guarantor will be required to complete an application and pay a full application fee. Guarantors must have a gross monthly income of 4 times the monthly rent and meet all other qualifying criteria identified in this screening policy. The guarantor will be asked to sign a Guaranty of Resident Obligations to support the application. Guarantors may be relatives or an employer; friends may not serve as a Guarantor.

10. **LeaseLock** - LeaseLock will be accepted for applicants who do not meet the required rent-to-income ratio, have been conditionally accepted or denied due to credit history and have the LeaseLock option appear in the screening result. The LeaseLock certificate must be provided to the property.

11. **Animals** - If animals are accepted at the community where application is made, no more than two animals are allowed per apartment. Animals must be no less than six (6) months of age. Aggressive breeds will not be allowed. See list below for animals not allowed. A \$400. non-refundable animal fee and prior approval from management will be required. Aquariums will be allowed with a 20-gallon maximum on the first floor only with proof of insurance for the entire term of the lease.

RESTRICTED ANIMAL/BREED LIST	
(included but not limited to)	
(Note: Service/Companion animals may not be subject to this list)	
Breeds of Dogs:	Pit Bulls Rottweilers Presa Canario German Shepherds Huskies Malamutes Dobermans Chowchows St. Bernard's Great Danes Akitas Terriers (Staffordshire) American Bull Dog Karelian Bear Dog Any hybrid or mixed breed of one of the aforementioned breeds
Poisonous Animals	Tarantulas Piranhas



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Exotic Animals:	Reptiles (snakes, iguanas) Ferrets Skunks Raccoons Squirrels Rabbits Birds (parrots, cockatiels, macaws)
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12. Vehicles – One vehicle per adult lease holder. Vehicles must be operational and have current registration and inspection. Boats or trailers are not allowed at any time.

13. Renter's Insurance Requirement - Avenue5 Residential requires all residents to carry a minimum of **\$100,000.00** Personal Liability Insurance coverage. In addition, we ask that you identify **River Park at the Galleria** as a "Party of Interest" or "Interested Party" (or similar language as may be available) on the renter's liability insurance policy. Proof of this coverage is required at initial lease signing and lease renewal.

14. Water Furniture - Water furniture will only be allowed in first floor apartments with proof of fully paid insurance for the term of the lease.

15. Deposit Levels - The results of the credit score will determine the amount of Application Deposit.

16. Falsification of Application - Any falsification in Applicant's paperwork will result in the automatic denial of Application. In the event that an Applicant falsifies his/her paperwork, owner has the right to hold all deposits and fees paid to apply towards liquidated damages.

17. Application Fees - As allowable by State and Local legislation, a separate check for the application fee must be provided with the completed rental application with the completed rental application form. This check is deposited on the same business day, or the following business day following the weekend or a holiday.

In the event that the Applicant becomes a resident in Owner's apartment community, Applicant's execution of this Application shall authorize the Owner, in the event of the Applicant's death to: (i) grant to the person designated as Emergency Contact access to the Applicant's unit at a reasonable time and in the presence of the Owner or the Owner's agent; (ii) allow this person to remove any of the Applicant's property or any other contents found in the Applicant's unit or any of Applicant's property located in the mailbox, storerooms or common areas; and (iii) refund the Applicant's security deposit, less lawful deductions, to this person. Applicant also authorizes the Owner to allow this person access to remove all contents of the unit as well as property in the mailbox, storerooms and common areas in the event that Applicant becomes seriously ill.

AUTHORIZATION: Applicant represents that all of the information provided by applicant on this application is true and complete and authorizes the verification of same and the performance of a credit check on Applicant as appropriate by all available means. In the event that Applicant provides any false or misleading information in this Application, Owner shall have the right to automatically reject this Application and the Application Deposit and Administrative Fee will be automatically forfeited by the Applicant. Applicant further acknowledges that an investigative consumer report includes information as to character, general reputation, personal characteristics, and mode of living, whichever are applicable, of the Applicant may be made and that any person on which an investigative consumer report will be made has the right to request a complete and accurate disclosure of the nature and scope of the investigation requested and also has the right to request a written summary of the person's right under The Fair Credit Reporting Act. **Applicant hereby authorizes the Owner or the Owner's Agent to obtain and hereby instructs any consumer reporting agency designated by Owner or Owner's Agent to furnish a consumer report under The Fair Credit Reporting Act to Owner or Owner's Agent to use such consumer report in attempting to collect any amount due and owing under this Application, the Applicant's lease (to be executed after Application approval) or for any other permissible purpose.**

APPLICATION DEPOSIT AND NONREFUNDABLE FEES:

Simultaneously with the execution of this Application, Applicant has paid:

Application Deposit (the "Application Deposit")	\$
Non-Refundable Application Fee	\$ 70.00
Administrative Fee	\$ 130.00
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Total \$

Applicant acknowledges that Owner's acceptance of Applicant as a resident at the property is conditional upon: (i) Owner's approval of this Application; and (ii) receipt of an executed Apartment Lease Agreement from Applicant. In the event any of these conditions have not been met, Owner shall have no obligation to lease to Applicant.

The Application Deposit is not considered a security deposit under this Application or applicable law. The Application Deposit will either be: (i) credited to the required security deposit pursuant to an Apartment Lease Agreement executed by Applicant; (ii) refunded to Applicant as provided herein; or (iii) retained by Owner as liquidated damages as provided herein.

Application Deposit Credited to Security Deposit In the event that this Application is approved by Owner and Applicant meets all other conditions of occupancy, executes an Apartment Lease Agreement with Owner as and when required by Owner, the Application Deposit shall be credited towards the security deposit identified in the Lease.

Application Deposit and Administrative Fee Retained by Owner Owner shall be entitled to retain the Application Deposit and Administrative Fee as liquidated damages; in which case, all further obligations to lease the premises to Applicant shall be terminated if: (i) the Application is withdrawn, for any reason, after signing this Application; or (ii) the Application is accepted, but Applicant does not sign an Apartment Lease Agreement as and when required by Owner; or (iii) if the Applicant has provided false or misleading information within this Application. For the purposes of this provision, if the Applicant is required to pay an additional Application Deposit in order to qualify for occupancy, the Application shall be deemed conditionally accepted prior to the payment of such additional Application Deposit and the failure to pay the additional Application Deposit will entitle Owner to retain the originally paid Application Deposit, even if the Application is subsequently rejected by the Applicant's failure to pay the required additional Application Deposit.

Dated effective on the date Owner or Owner's representative has received a completed Application from Applicant, as indicated above.

Application will not be considered until the Application has been fully executed and returned, and all applicable Application Deposits and fees have been paid. I have read and understand the entire resident screening policy of this community.

(Applicant) Date

(Applicant) Date

(Applicant) Date

(Applicant) Date

