

River Park at the Galleria, 14100 Montfort Drive, Dallas, Texas 75254

## RESIDENT SCREENING POLICY

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. 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 person that re 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 representative by us that all residents and occupants currently residing in the community have met these requirements. There may be residents and occupant 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.**

Occupancy Guidelines- The following occupancy standards apply based on 2 persons per bedroom. Plus one per apartment.

1. 1 bedroom /3 people
2. 1 bdrm with den /4 people
3. 2 bdrm /5 people
4. 3 bdrm / 7 people
5. 4 bdrm/ 9 people

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 unit 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 the property jurisdiction with 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, 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-offs, 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, an additional checks for rental and income/employment will be completed. If the criteria are met in these check and additional deposit (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 is one apartment home will be combined and entered into the credit scoring model for income eligibility

All applicants will be asked to produce a consecutive and most recent pay stubs for the last 4 weeks from Application Date. If have written 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. Addition 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 the employer.
6. **Self-Employment, Retired or Unemployed-** Such applicants must provide the previous year's income tax return and the previous 2 months bank Statements, or 12 months of financial statements and must exhibit no negative references. Seasonal employment must be verified by providing the prior years 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 others 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 a 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 additional charge of 15.00, which shall be paid in full prior to the additional criminal screenings. 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 will be accepted immediately. If you do not have criminal convictions 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 FOLLOWINGFACTS AND INFORMATION, WHICH WILL BE REQUIRED FOR EVERY CONVICTION, AND WE CANNOT COMPLETE THE APPLICATION SCREENING WITHOUT THIS INFORMATION:**

1. **FACTS OF THE CRIME**
2. **Actual charge of the crime**
3. **Your age at the time of the crime.**
4. **Any Criminal convictions prior to.**
5. **Any criminal charges pending or since.**
6. **How much time passes between the charges**
7. **If you are in, or have completed recovery programs**

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 residing in the community have not been convicted o or subject to deferred adjudication for a felony.

8. **RENTAL HISTORY-SOME CREDIT SCORING RESULTS WILL NECESSITATE AN EVALUATION OF VERIFIABLE RENTAL OR MORTGAGE payment history within the last 24 hours.** 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 additional deposit.

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

\* An outstanding debt to a previous landlord must be paid in full (result in a conditional approval)

\* A breach of a prior lease or a prior lease or a prior eviction or in the process of eviction or In the process of eviction of any applicant or occupant.

9. **Guarantors- Guarantors will be accepted for applicants for who do not meet the require rent to income ratio. Only one guarantor per apartment is permissible. For guarantor 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 the qualifying Criteria identified in this screening**

10. **LeaseLock- We do not participate in Lease Lock.**

11. **ANIMALS:**

**Animals- If animals are accepted at the community where application is made, no more than 2 animals are allowed per apartment. Animal must be no less than 6 months of age. Aggressive breeds will not be allowed. See list below for animal not allowed. A 400.00 non- refundable fee and prior approval form management will be required. Aquariums will be allowed with a 20 gallon maximum on the first floor only with proof of insurance.**

**RESTRICTED BREEDS**

\_ PIT BULLS .....ROTTWEILERS.....PRESA CANARIO.....GERMAN  
SHEPHERDS.....HUSKIES....MALAMUTES....DOBERMANS.... CHOWCHOWS....ST.BERNARD'S...GREAT  
DANES.....AKITA'S...TERRIERS.....AMERICAN BULL DOGS.....KARELIAN BEAR DOG...

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POISONOIOUS ANIMALS

TARANTULAS

PRIANHAS

EXOTIC ANIMALS

Reptiles...Ferrets...skunks...Raccoons...Squirrels...Rabbits...& Birds

12. **Vehicles- one vehicle per adult lease holder. All vehicles must be operable. Boats and Trailers are not allowed at any time.**
13. **Renter's Insurance is required by all Resident's up to 100,000. Coverage and River Park should be listed on the cover with the Resident as a Party of Interest. Proof of this coverage is mandatory prior to moving in.**
14. **Water Furniture-Any Water furniture, is only allowed on the first floor. \*Any furniture other than Patio Furniture will not be acceptable and resident is subject to Dailey Fines.**
15. **Results of the credit score reflects the amount of Deposit required on apartment.**
16. **FALSIFICATION OF APPLICATION....ANY FALSE STATEMENTS (VERBAL OR WRITTEN THE OWNER HAS THE RIGHT TO HOLD ALL DEPOSITS AND FEES PAID TO APPLY TOWARDS LIQUIDATED DAMAGES.**
17. **APPLICATION FEES- AS ALLOWABLE BY THE STATE AND LOCAL LEGISLATION, A SEPARATE CHECK FOR THE APPLICATION FEE MUST BE PROVIDED WITH COMPLETE RENTAL APPLICATION FORM.**

In event that the applicant becomes a resident in the apartment community applicant execution of the app shall authorize the4 owner, in the even to the apps death to: Grants to the person designated as emergency contact

access to the applicants at a reasonable time and in the presence of the owner agent...2-allow this person to move any of the applicants property or any other contents found in the applicants unit or any of the applicants property located in the mailbox storerooms or common areas and refund the applicants 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 storeroom 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 the verification of same and the performance of a credit check on applicant appropriate means. In the event that applicant provides any false or misleading information in the application, owner shall have the right to automatically reject this application and the application deposit and administration fee will be automatically forfeited by the Applicant. Applicant further acknowledges that an investigative consumer alert report includes information as to character, general reputation, personal characteristics and mode of living, whichever are applicable, of the application may be made and that any person which nature and scope of the investigation requested and also as the right to request a written summary of the person's right under **THE FAIR CREDIT REPORTING ACT.**

**Applicant hereby authorizes the owner or owners agent to obtain and hereby instructs any consumer reporting agency designated by owner and owner agent to furnish a 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 purposes.**

**APPLICATION DEPOSIT AND NONREFUNDABLE FEES:**

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

Application Deposit \$ \_\_\_\_\_ Non-Refundable Application fee \$ 70.00

Administrative Fee \$ 130.00

Applicant acknowledges that Owner's acceptance of applicant as a resident at the property is conditional upon: Owners approval of this application, and 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 credited to the required security deposit pursuant to an apartment lease agreement executed by applicant. Refunded to applicant as proven herein or retained by owner as liquidated damages as provided herein.

Application deposit credited to security deposit, in the event this application is approved by owner and application 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 refunded and administrative fee returned, if this application is denied the application deposit and administrative fee will be refunded to applicant within 30 days of submitting application.

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 the application is withdrawn for any reason after signing this application or this application is accepted, but applicant does not sign an application lease agreement as and when required by owner or if the applicant has provided false or misleading information within this application, For the purpose of this provision, if the applicant is required to pay additional 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 deposit will entitle owner to retain the originally paid application deposit even if the application is subsequently rejected by the applicants failure to pay the required additional application deposit.

The dated effective on the date the owner or representative has received a complete 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.

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

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

Owners Representative: \_\_\_\_\_ Date \_\_\_\_\_