



AT HEADWATERS

### Privacy Policy for Personal Information of Rental Applicants and Residents

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 governmental identification numbers) at the time you apply to rent from us. This information will be on the rental application form or other documents 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 services:** 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 services you use to furnish you their privacy policies, as well.

**Acknowledgment:** Signing this acknowledgment indicates that you have had the opportunity to review the landlord's tenant selection criteria. The tenant selection criteria may include factors such as criminal history, credit history, current income and rental history. If you do not meet the selection criteria, or if you provide inaccurate or incomplete information, your application may be rejected, and your application fee will not be refunded.

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

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

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

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

RHW Assoc: \_\_\_\_\_

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

# The Ridge at Headwaters

## Suburban Homes, Inc.

### RESIDENT SCREENING POLICIES/GUIDELINES

Welcome to our community. Before you apply to rent an apartment home in our community, please take the time to review this screening policy. All persons 18 years of age or older will be required to complete separate rental applications. 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. 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, status as a student, sexual orientation, and gender identity, national origin or handicap.

1. **OCCUPANCY GUIDELINES** - 2 adults per bedroom, OR 2 adults & child up to 2 years old per bedroom\*, OR 3 children up to age 10 years old per bedroom. \*A family may occupy an apartment if the family does not exceed two persons per bedroom plus a child who is less than 18 months old and who sleeps in the same bedroom with the child's parent, guardian, legal custodian, or person applying for that status. Residents who have a child less than 2 years old at the time of rental application or have reached 2 years old 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. For the purposes of this occupancy policy, a "family" shall consist of the following: one or more individuals (who have not attained the age of 18 years) being domiciled with: (i) a parent or another person having legal custody of such individual or individuals; or (ii) the designee of such parent or other person having such custody, with the written permission of such parent or other person. The term "family" shall also apply to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years.

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.

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3. **CREDIT**- A credit report will be completed on all applicants to verify account 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, bankruptcy, and current or recent delinquency. Foreclosures must be over 7 years to be considered.

ADDITIONAL APPLICATION DEPOSITS WILL BE REQUIRED FOR ALL LOW ACCEPTANCE, WHICH

WILL EQUAL HALF OF ONE MONTH'S RENT, OR CONDITIONAL ACCEPTANCE, WHICH WILL EQUAL A FULL MONTH'S RENT, to be paid with guaranteed funds (i.e. money order or cashier check) within a week of notification or prior to occupancy. Applicants have 24 hours to withdraw application after being informed of additional deposit requirements, thus reservation monies, (excluding application fees), would be refundable. After the 24-hour deadline, all monies are non-refundable under the circumstances aforementioned. A criminal background check must be approved before further approval consideration is given.

Credit Recommendation occurs on applicants with little or no credit history. In such cases, additional 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, applicants must have 6 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 credit exists, a FULL deposit is required. *\*Additional deposits or move-ins to be expedited within a 72-hour period, are to be paid in Guaranteed Funds, (i.e. money order or cashier check).* A criminal background check must be approved before further approval consideration is given.

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. Applicants must have a minimum combined gross income of 2.5x times the monthly MARKET 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.

Application Fee(s), Administration Fee(s), and Security Deposit Payments must be paid prior to application being processed. Failure to provide proof of income within 72 hours of application acknowledgment will result in voiding of application and retention of all fees and deposits.

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

5. **EMPLOYMENT** – If employment is to begin soon, the applicant must provide a letter of intent-to hire from the employer's representative/HR Department.
6. **SELF EMPLOYED, 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.

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7. **CRIMINAL HISTORY** - A criminal background check will be conducted for each applicant and occupant 18 years and older. Applications will be denied for any or all felony crimes (violent) against a person or animal. The following criminal related items occurring within the last ten (10) years prior to the application date will also be denied:

- Felony conviction
- Any terrorist related conviction

- Felony illegal drug conviction
- Any prostitution related conviction
- Any sex related conviction
- Any cruelty to animals related conviction
- Misdemeanor conviction involving crime against persons or property
  - Any of the above related charges resulting in "Adjudication Withheld" and/or "Deferred Adjudication"
- Active status on probation or parole resulting from any of the above

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. If we receive any of the above mentioned criminal related reasons on a criminal background check, we will reject the application and retain all fees and deposit as liquidated damages for our time & expense thus terminating your right of occupancy.

\_\_\_\_\_\* **INITIALS FROM ALL APPLICANTS**

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, applicants must have a minimum of 6 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.

Applications for residency can be denied for the following reasons:

- i. An outstanding debt to a previous landlord must be paid by at least 50% of the balance, in good faith, and proof of a payment plan as well ii.  
Any outstanding NSF balance to a previous landlord
- iii. A breach of a prior lease or a prior eviction of any applicant or occupant/  
or judgment pending
- iv. More than 4 late pays or 2 NSFs within the last 24 months

9. **GUARANTORS** - Guarantors will be accepted for applicants who are first-time renters or registered students. For guarantor-supported applications, an additional application deposit may be required 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 market rent and meet all other qualifying criteria identified in this screening policy. The guarantor will be asked to sign a Lease Guaranty Agreement to support this application. Only a relative or employer will be considered for guarantors.

10. **ANIMALS** – PRIOR TO ADDING A PET TO THE LEASE, RESIDENTS ARE REQUIRED TO REVIEW AND SIGN '**Pet Policy and Breed Restriction Agreement**'. No more than two (non-service) animals, each weighing 50 lbs. or less at full-grown stage are allowed per apartment (animals weighing up to 75 pounds will only be permitted on 1<sup>st</sup> floor apartments and 50 pounds on 2<sup>nd</sup> and 3<sup>rd</sup> floor). Animals must be no less than eight (8) weeks of age. Aggressive breeds will not be allowed. These include, but not limited to, a full or mixed breed of **Doberman Pinscher, Rottweiler, Pit Bull/Staffordshire Terrier, American Bulldog, Chow Chow**, etc. Exotic animals such as reptiles, birds, rodents, rabbits, and poisonous animals such as tarantulas, insects and poisonous fish are not allowed. A \$250 (1 pet), \$500 (2 pets) non-refundable animal fee and prior approval from management will be required, along with a \$250 deposit (1 pet), \$500 (2 pets). Animals less than six (6) months will be required to pay a \$150 deposit per animal. Pet rent of \$25 per month for 1<sup>st</sup> pet, (\$20 per month for 2<sup>nd</sup> pet), per pet will be charged. Aquariums will be allowed with a 20-gallon maximum on the 1<sup>st</sup> floor only with proof of renter's insurance for the entire term of the lease in the amount of \$100,000.

Any unauthorized pet(s) found on the property will be charged a \$100.00 lease violation pet fee, and \$10.00 a day for as long as the unauthorized pet remains on the property. Residents have an option to immediately pay pet fees, deposits, pet rent, and add vaccinated pets to the apartment through an animal addendum.

\_\_\_\_ \* **INITIALS FROM ALL APPLICANTS**

11. **VEHICLES** - One vehicle allowed per apartment lease holder. If more than one is registered, you are required to lease a carport or garage. Vehicles must be operational and have current registration and inspection. Boats or trailers are not allowed at any time.

12. **WATER FURNITURE** - Water furniture will only be allowed in first floor apartments with proof of current renter's insurance for the term of the lease in the amount of \$100,000.

13. **RENTER'S INSURANCE** - Every apartment home will be required to provide proof of Rental Insurance prior to residing at The Ridge at Headwaters. The liability limit must be a minimum of \$100,000 and must also have water damage protection, and Regency Ridge at Headwaters listed as a Party of Interest. You have the option to purchase a policy through a company of your choice. **\*\*Proof of insurance will be required to receive keys on your move-in date.\*\***

\_\_\_\_ \* **INITIALS FROM ALL APPLICANTS**

*Liability insurance does not protect you against loss or damage to personal property or belongings- only a renter's insurance policy does this. It also does not protect you from losses caused by flooding. Flood insurance is different from renters insurance. For more information regarding renters or flood insurance contact the Texas Department of Insurance.*

Falsification of Application- Any falsification in Applicant's paperwork will result in an automatic rejection of Application. In the event that an Applicant falsifies his/her paperwork, the owner has the right to hold all deposits and fees paid to apply towards liquidated damages. Proper picture ID will be required to verify identification for each applicant and guarantor(s).

Application will not be considered until the Application has been fully executed and returned, and all applicable Application Deposits and Fees have been paid. Any change or addition of roommate(s) occurring during a lease term will require a processing (administrative) fee of \$100 to be paid in advance. I acknowledge I have read and understand the entire Resident Screening Policies:

APPLICANT(S) SIGNATURES DATE

_____	_____
_____	_____
_____	_____
_____	_____

COSIGNER SIGNATURE DATE

_____	_____
_____	_____