

Regency Park Apartments

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, not dependents and not married, will be required to complete separate rental applications. Applicants legally married or with adult dependents, and applying for residency will be required to 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. 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 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.

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.

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 ONE 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. Applicant has 24 hours to withdraw application after being informed of additional deposit requirement, thus reservation monies, (excluding application fees), would be refundable. After 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.

REFER: 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 equal to half the standard deposit** will be required. On rental history, applicant 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 rental history or credit exists, an **additional deposit equal to a FULL standard 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 **three 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.

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 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.

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 related 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

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 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 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 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** – No more than two (non-service) animals, each weighing **50 pounds** or less at **full-grown stage** are allowed per apartment (animals weighing 51-85 pounds will only be permitted on first floor apartments). Animals must be no less than eight (8) weeks of age. Aggressive breeds will not be allowed. These include, but not limited to, Doberman Pincher, German Shepherd, Rottweiler, Pit Bull/Staffordshire Terrier, etc. Exotic animals such as reptiles, birds, rodents, and poisonous animals such as tarantulas, insects and poisonous fish are not allowed. A **\$300 (1 pet), \$500 (2 pets)** non-refundable animal fee and prior approval from management will be required. **Animals less than six (6) months will be required to pay an additional \$150 deposit per animal. Pet rent of \$15 per month, per pet will be charged.** Aquariums will be allowed with a 20-gallon maximum on the first floor only with proof of renter’s insurance for the entire term of the lease in the amount of \$100,000.

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, (with exception of Reserved Recreational Parking). All registered vehicles must display Regency Park issued parking tag.

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 Regency Park Apartments. **The liability limit must be a minimum of \$100,000.** You have the option to purchase a policy through a company of your choice or purchase a policy through ePremium, a 3rd party provider partnered with Regency Park Apartments. (Please request further information about ePremium).
****Proof of insurance will be required to receive keys on your move-in date.****

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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 than renter’s insurance. For more information regarding renter’s or flood insurance, contact the Texas Department of Insurance.

14. **Visitor Parking**- All guests must park in designated visitor parking spaces located near building 5, 11, 15 & 22. If visitors are parked behind community gates, outside of these designated areas, they are subject to being towed. All vehicles parked in front of Regency Park office must be moved during posted business hours.

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, owner has the right to hold all deposits and fees paid to apply towards liquidated damages. Proper picture I.D 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 _____
_____	DATE _____
_____	DATE _____

COSIGNER(S) SIGNATURES

_____	DATE _____
_____	DATE _____

Revised 1/29/15