

The Scenic at River East
STATEMENT OF RENTAL POLICY- TEXAS
2.17.2017

Welcome to our community. Before applying to rent an apartment, 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". An applicant must be 18 years of age or older to qualify as a resident. All individuals 18 years of age or older must complete an application and be listed as a "Resident" on the Lease Agreement. The term "occupant" is defined as the person or persons who will be listed on the lease agreement who is under the age of 18, and who is residing at this community. Some criteria apply to the applicants only; other criteria apply to all occupants. Please note that this is 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 this 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.

EQUAL HOUSING: **The Scenic at River East** is an Equal Housing Opportunity Provider, doing 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 or local laws if those laws provide greater protection than the Federal Fair Housing Act.

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 type 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 current residents who are not in default of their lease to withdraw or change their notice of moving. Other circumstances not necessarily under management's 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 applicant's application 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 or days.

RENTAL CRITERIA: All applicants and co-signers must agree to the following by executing this Statement of Rental Policy and a rental application form: Applicant(s) hereby consent to allow **The Scenic at River East**, through its designated agent and its employees, to obtain and verify credit information, including a criminal background search for the purpose of determining whether or not the applicant is eligible to lease an apartment. Applicant understands that upon leasing an apartment, **The Scenic at River East** and its agent shall have a continuing right to review credit information, rental application, criminal background, payment history and occupancy history. Faxed signatures are acceptable; however, original signatures must be obtained prior to move in.

INCOME: The combined income of the applicant(s) is required to meet **The Scenic at River East's** minimum income criteria. The three types of income used to establish the income to rent ratio eligibility are employment income, other income and personal assets. Please consult a leasing associate for the specific income to rent ratio designated for **The Scenic at River East**.

CONSUMER CREDIT/EVICTION ANALYSIS: If all applicants' combined income meets this community's income requirements for the apartment which was applied for, **The Scenic at River East** will proceed in running a thorough credit check on all applicants age 18 and older that apply for residency. **The Scenic at River East** uses an expert statistical credit scoring system to evaluate consumer creditworthiness. Based upon the applicants' credit score, the application will be accepted, rejected or accepted on the condition that an additional security deposit is paid. If the application is rejected or accepted with conditions, the name, address and telephone number of the consumer reporting agencies which provided the consumer information will be provided. Additionally, the applicant will be screened for rental history that may include a combination of monetary and non-monetary judgments, filings, outstanding debts to prior landlords, forcible entry detainers along with timeframes of these records, which can result in a rejection. An applicant rejected for unsatisfactory credit, rental, or criminal history (see below) is encouraged to obtain a copy of the consumer report, correct any erroneous information that may be on the report and submit a new application to this community for further consideration.

CRIMINAL BACKGROUND CHECKS: If the application is accepted or accepted with conditions, a criminal background search will be conducted. **The Scenic at River East** performs criminal background checks in accordance with applicable federal and state laws. Applicants' signatures on the Rental Application for Residents and Occupants authorizes us to check not only applicants' credit history but also criminal history. Applicants will be required to answer questions on the application regarding their criminal history. An unsatisfactory criminal background check will result in denial of the application. However, not all crimes disqualify applicants from living at the community. The application may be denied for any reported criminal sex related conviction or listing on the sex offender registry, or any sex-related charges resulting in "Adjudication Withheld" and/or "Deferred Adjudication", and active status on probation or parole resulting from any of the prior mentioned reasons. The application may also be denied for any of the following reported criminal related reasons that have occurred within the past (10) years prior to the application date: felony conviction, any terrorist related conviction, any prostitution related conviction, any cruelty to animals related conviction, misdemeanor conviction involving crime against persons or property, any of the prior mentioned charges resulting in "Adjudication Withheld" and/or "Deferred Adjudication", and active status on probation or parole resulting from any of the prior mentioned reasons. Please be advised 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.

FEES/DEPOSITS: In order to reserve an apartment home, applicant(s) must submit an executed application along with the following fees and deposits: 1.) **A non-refundable application fee \$65 for individual applicants or \$100 for married couples** 18 years of age and older for verification of information and credit approval. 2.) **A non-refundable administrative fee \$150:** Lease renewals will require a **non-refundable processing fee \$65.** 3.) **A refundable security deposit \$100 for one bedrooms, \$200 for two bedrooms and \$300 for townhomes.** Applicant understands that an additional security deposit may be required based on credit scoring requirements. If for any reason management decides to decline the application, management will refund the administrative fee and the security deposit in full. If an applicant is conditionally approved, but chooses not to pay the additional deposit, then his/her application will be considered declined. 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 administrative fee and the security deposit as liquidated damages for the amount of rent lost and any expenses incurred due to the cancellation.

OCCUPANCY: An apartment home shall contain sufficient bedroom space to accommodate the size of applicant's household. As a general rule, "sufficient bedroom space" is determined by the number of people in the apartment home. **No more than two people over the age of 24 months may be allowed for each bedroom in the apartment home.** Exceptions to this general rule may be granted depending on the age of the persons in the household, size of the bedroom, existence of an "equivalent room" such as a den, study or mezzanine, or if the overall size and configuration of the apartment home would reasonably allow for more than two persons per bedroom. The term "equivalent" room does not include bathrooms, kitchens, foyers or laundry rooms. Loft units with no specified bedroom will be evaluated for the number of bedrooms based on the size of the loft as compared to an equivalent sized traditional unit. Any child under the age of 24 months is not counted as an additional person for purposes of occupancy guidelines. Once a child reaches the age of 24 months, the considerations listed above will be applied to determine whether the household will be required to move to a larger apartment home. Under no circumstances will a household be required to move to a larger apartment home during a current lease solely as a result of the addition of a child under 24 months to the household, or solely as a result of a child reaching the age of 24 months during a lease term. All members of the household, regardless of

age, will be required to be listed on the lease agreement. **The Scenic at River East** policy is to conform to local and state requirements to the extent that they require a different standard than stated here.

INTERNATIONAL RENTAL CRITERIA: In addition to qualifying under the terms stated in this Statement of Rental Policy, applicants from countries other than the United States **WHO DO NOT HAVE A SOCIAL SECURITY NUMBER** must meet the following criteria:

1. An original valid passport showing raised notary seals and USCIS (US Citizenship and Immigration Services) documentation is required. Expired passports or expired USCIS documents result in an automatic decline of the application. On the Application for Residency, the applicant is to fill in the Passport Number in lieu of a Social Security Number.
2. Households consisting of International applicants **WHO DO NOT HAVE A SOCIAL SECURITY NUMBER** are required to pay **AN ADDITIONAL ONE MONTH'S RENT AS A DEPOSIT**.
3. All move-in monies are required in U.S. Certified Funds.

HOLD HARMLESS ACKNOWLEDGMENT: Resident agrees that **The Scenic at River East** and Management do not promise, warrant or guarantee the safety and security of resident, resident's family and occupants or Resident's personal property against the criminal actions of other residents or third parties. Furthermore, **The Scenic at River East** and Management shall not be liable for any damage or injury to Resident, Resident's family and occupants or to any person entering the premises or the building of which the leased premises are a part of, for injury to person(s) or property arising from theft, vandalism or casualty occurring on the premises or in the buildings; the term "premises" is defined to include any common areas, lakes and the surrounding area. Resident agrees to indemnify and hold harmless **The Scenic at River East** and Management from all claims, costs and expenses arising from injury to person or property. Each Resident has the responsibility to protect him or herself and to maintain appropriate insurance to protect his/her belongings. Residents are to contact an insurance agent to arrange appropriate insurance protecting their personal property. Residents are required to secure and maintain liability insurance with limits not less than \$50,000 It is also recommended that residents secure property insurance to cover their personal possessions. Insurance coverage maintained by Owner and/or Manager does not protect Resident from loss of personal property by theft, fire, water damage and any other perils. In addition, owner and/or Manager is not responsible for damage to resident vehicles. Resident is responsible for maintaining appropriate vehicular or automobile insurance coverage.

VEHICLES: Parking space is limited in our community. Each household is permitted **1** passenger vehicles per lease holder. Commercial vehicles and recreational vehicles are not permitted.

\$250 refundable pet deposit is required per pet (maximum of two) and must be paid in full prior to move-in. In addition, pet rent per month per animal may be required and must be paid each month and included in the rental payment. Pets will be subject to visual inspection. Resident(s) agree to comply with all community policies and may be required to sign a separate Pet Addendum. Service animals assisting a handicapped person are allowed and no pet fee is required. The following breed and/or mix breeds are prohibited: Akita, American Bull Dog, American Pit Bull Terrier, American or Bull Staffordshire Terrier, Briard, Borzoi Hounds, Bull Mastiff, Bull Terrier, Cane Corso, Chow, Dalmatian, Doberman Pincher, Dogo, German Shepherd, Great Dane, Great Pyrenees, Husky, Irish Wolf Hound, Komondor, Malamute, Neapolitan Mastiff, Pit Bull, Rottweiler, Scottish Deerhound, Spitz, St. Bernard, Stafford Terrier, Presa Canarios, Shar pei, Toso Inu and Wolf-Dog Hybrid.

FLOTATION BEDDING SYSTEMS/WATER TANKS: Flotation bedding systems (waterbeds) or water tanks over 50 gallons will be allowed on any floor only if a copy of the current renter's insurance policy naming Owner and Manager as additionally insured is maintained in the resident file.

UTILITIES/SERVICES: We'll pay for the following items, if checked: gas water wastewater electricity trash/recycling pest control cable/satellite master antenna internet stormwater/drainage other _____ . You'll pay for all other utilities and services, related deposits, and any charges or fees, on such utilities and services during your Lease Contract term.

SATELLITE DISH: **The Scenic at River East** allows the installation of one satellite dish per apartment in accordance with FCC and local access laws. Not all apartments are suitable to satellite reception and **The Scenic at River East** cannot guarantee that satisfactory transmission will be received. There are limitations on how and where a satellite dish can be installed and the appropriate addendum must be signed. Liability Insurance (minimum coverage amount of \$50,000) is required and a copy of the insurance must be presented prior to installation.

ELECTRONIC CHECK POLICY: Gables Residential reserves the right to utilize Accounts Receivable Entry (ARC) to process personal checks through the ACH (Automated Clearing House) system and is compliant with NACHA (The Electronic Payments Association) rules. These rules require that Gables Residential provide residents and prospects the following notification: When you provide a check as payment, you authorize Gables Residential to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. Gables Residential will use information from your check to make an electronic fund transfer and funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

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 selected criteria, or if you provide inaccurate or incomplete information, your application may be rejected and your application fee will not be refunded.

Applicant Signature Date

Applicant Signature Date

Applicant Signature Date

Applicant Signature Date

