



TENANT SELECTION CRITERIA

Welcome to: **Silver Springs Apartments**

Capstone Real Estate Services promotes Equal Housing Opportunity at all of our communities, and expects Management to treat each prospective applicant that visits our properties with dignity and respect. Furthermore, Capstone Real Estate selects prospects without regard to race, color, sex, religion, disability, familial status, or national origin. As per Section 504 requirements, Capstone properties makes reasonable accommodations (such as allowing applicants to request assistance with the reading of materials) to help applicants read, understand and complete the application. This criterion will be applied uniformly, and in a consistently manner with all applicable law, including the Texas and Federal Fair Housing Acts, the Federal Fair Credit Reporting Act, and Texas Department of Community Affairs (TDHCA) guidelines.

The following Tenant Selection Criteria applies to this Community, and it is in compliance with TDHCA rules and regulations. It is published at the leasing office, and a copy will be provided.

Age:

Lease holder(s) must be 18 years of age or older, and they are required to complete an application, even if living with parent or guardian.

Verification of Identity: Each person applying for an apartment must show, and provide copies of a valid government issued identification card, and a valid social security card.

Occupancy Guidelines:

A maximum of three (3) persons per bedroom are allowed, and with no more than two (2) adults per bedroom. Adult is defined as a person over the age of 18.

Income:

Any and all income sources will be verified as determined by local and federal agencies at the time of application, and on the annual basis. You must provide income history of no less than six (6) weeks & current income verification of two (2.5) times the amount of the monthly rental rate of the selected apartment.

Income verifications must include, but are not limited to the following: Four (4) to six (6) weeks of current consecutive paystubs form the income source(s), Capstone’s verification of employment submitted to and from employer, any applicable third party verifications such as court orders, divorce decrees, award letters or financial statements certified by a financial institute or an accountant. This community participates on the affordable housing program, and additional income verifications, affidavits, and signed certifications may be requested.

Self-Employment Income:

Must complete the Capstone’s Self Employment Verification; provide the previous year’s income tax return including Schedule C, and the previous six (6) months of bank statements, personal and business accounts. Applicants whose income are based on commissions or base salary plus commission, tips or bonuses, will require additional verifications.

Silver Springs Apartments Operates under the affordable housing program which has maximum income limits.

MAXIMUM ANNUAL INCOME FOR RENT RESTRICTED APARTMENT HOMES ONLY

Occupants	1	2	3	4	5	6	7	8
60% HTC	\$32,700	\$37,380	\$42,060	\$46,680	\$50,460	\$54,180	\$57,900	\$61,620

Section 8:

We welcome all applicants receiving subsidy under the Section 8 program. Persons participating in these programs must meet all the requirements presented on this Tenant Selection Criteria, with the exception of the income. Applicant's current income verification must meet two (2) times their portion of the rent. If the program pays 100% of the applicant's rent, then applicant must certify that they have the financial resources to meet the daily living expenses. The property will require verification regarding income and number of household members.

Full Time Student Status:

Unless one of the exceptions to the student rule is met by the household, full time students are excluded from participating in the affordable housing program. A full time student is defined as an individual who during each of five (5) calendar months for the current year; it's attending an educational institution pursuing a full time course. The following are the exceptions to the student rule:

- 1) At least one student is receiving assistance under TANF or AFDC, 2) At least one student was previously under foster care, 3) The student is participating in a program receiving assistance under the Job Training Partnership Act (JTPA), 4) The student is a single parent with children, and this parent is not a dependent of another individual and the children are not dependent(s) of someone other than a parent, 5) The student is married and file a joint tax return, 6) The household contains at least one occupant who is not a student, and has not been a student, and will not be during the current and/or upcoming calendar year.

Rental History:

Six (6) months to one (1) year is the minimum requirement for verifiable rental history. Also, the following events will constitute grounds for denial for application: An eviction or a foreclosure, rental debt collection for less than five (5) and more than one (1) rental collection is an automatic rejection. Certain rental debt on collection status may qualify for a second chance under our leasing program; this is contingent upon satisfactory verification of current rental history, and length at current and previous residences. Satisfactory rental history is subject to the following: No more than one late payment or NSF in a 6-month period, lease term fulfilled, no lease violations, no evictions, residence left in satisfactory conditions, proper notice to vacate was given, no rental debt to any apartment community.

Credit Background:

Credit score must be 500 or above. No credit will be treated as good credit. No bankruptcy in the last seven (7) years. No foreclosures in the last seven (7) years, no legal or civil judgements in the last three (3) years, no landlord debt in the last ten (10) years, unless proof of paid debt in full is provided, no debt to utility company providers in the last ten (10) years, unless proof of paid debt in full is provided.

Criminal Background:

A criminal background search will be conducted for each applicant and occupant over the age of 18. It is our policy not to lease to applicants with felony convictions, felony deferred adjudications, and certain misdemeanors concerning violence and drug related charges. If the criminal background search and the information provided by you reveals past criminal convictions, which are a violations of our policy, your application may be denied. Certain approval may be allowed according to the property's look-back policy. You may request a copy of this policy.

This requirement is not a guarantee or representation that residents or occupants currently residing in our community have not been convicted of a felony or subject to deferred adjudication for a felony. Certain misdemeanor or sex offenses requiring registration under applicable law. Our ability to verify this information is limited to information made available to us by the resident credit-reporting services used.

Service Animals:

Support and/or service animals are not considered pets, and are allowed to reasonably accommodate a handicapped lease holder or occupant. Any applicable specific animal, breed, weight restrictions, and pet rules will not apply to household having a qualified service/assistance animal(s). Service animals are accepted without deposit. Further verification from a licensed physician will be obtained to demonstrate the need for a service animal.

Foreign Nationals:

These applicants will be required to complete a Supplemental Rental Application for Non-US Citizens. Foreign nationals living and working in the United States must provide either a valid social security number or a valid passport. Income will be verified with letter of intent, work visa, work petition, or verification of funds in a United States financial institution. If income cannot be verified, the entire lease contract rent amount must be paid in full in US dollars. The lack of a valid social security number and credit history may require an additional deposit.

Pets:

A maximum of two (pets) per apartment are permitted with a deposit of \$150.00 per pet and \$150.00 non- refundable fee per pet. Pet deposit it's also required for visiting pets. Dogs of a dominant breed and excess weight of 30 pounds at maturity are not accepted. The following breeds or partial breeds are not permitted: Rottweiler, Pit Bulls, Akita, Doberman, Chow, German Shephard, and Australian Shephard. Exotic animals, barnyard animals and reptiles are not accepted. Additional restrictions may apply. Deposits are fully refundable and dependent on the condition of the dwelling upon moving out. All animals must be photographed by management prior to approval.

Security Deposits/Application Fees: (Application fees are for 1 person. Additional adults pay \$16.18)

Apartment Type	Square Footage	Price	Deposit	Application Fee
1 X 1	700 SF	\$698	\$350	\$21.68(Initial)
2 X 1	900 SF	\$836	\$450	\$21.68(Initial)
2 X 2	1000 SF	\$836	\$450	\$21.68(Initial)
3 X 2	1250 SF	\$966	\$550	\$21.68(Initial)
4 X 2	1350 SF	\$1067	\$650	\$21.68(Initial)

*Rental rates may vary due to location and view. Rental rates are subject to change without notice.

Application Process:

Rental Applications for this community may be obtained at the Leasing Office, or requested via email or fax. All questions and section on the application must be answered, if some of the questions do not apply to you, please indicate with N/A or NONE. All other sections need to be completed as directed. **Note:** No applicant will be considered for occupancy until a completed application has been turned in to the leasing office. There is also a waiting list at this community, and a security deposit will be required in order to have your information on record for future consideration. This deposit is fully refundable upon determining through the screening process that the application has been declined, or if the applicant decides not to longer be on the waiting list.

Wait List and Transfer Policy:

Applicants will be placed on the waiting list once the manger has received the security deposit for the appropriate unit size. If the applicant is denied during the application process or decides to no longer be on the waitlist, the deposit is fully refundable. Applicant will be placed on the waitlist in the order in which they are received. All existing residents are eligible to request to be placed on the waitlist for another unit, and they will be placed on the waiting list at the time of their request.

Persons covered under the Violence against Women Reauthorization Act of 2013, or those requiring transfers due to medically supported reason or an accessibility issue will be placed at top of the waiting list, and receive a priority of the general positions on the waiting list. Residents requiring transfers due to a verifiable disability will not be charged transfer fees. The transfer of utilities will be the resident's responsibility.

The leasing office will keep a log of all denied applicants that completed the application process, and will also maintain a file of all rejected applications. Provided that all of the needed information was gathered during the application process, the log will

provide basic household information such as: demographic and rental assistance information, reason for which the application was denied, date when the decision was made, and date when the notification was mailed or hand delivered to the applicant.

The waiting list will remain open until an announcement stating otherwise is posted at the leasing office. Should the applicant pool exceed the number of applicants that may be housed within a year's time period; management may opt to close the waiting list for a specific period of time. The date and time of closure must be stated within the closure notification, and should be posted at the leasing office. Management will also announce the re-opening of the waiting list and will also post at the leasing office.

Residents who wish to move to another apartment must request a transfer in writing and be signed by the head of household/co-head. A transfer fee of (\$75) and a security deposit for the new apartment must be paid at the time the request for transfer is accepted by management in order to hold a new apartment. In order to be approved for a transfer, all balances must be paid in full for your current apartment, and any damages that are noted during our inspection prior to your transfer are required to be paid in full. Additionally, you must be approved under all other requirements of this Resident Qualifying Criteria. In situations that a transfer is required as a reasonable accommodation, VAWA, or at management request, there will be no transfer fee required.

Security Deposits for the original apartment will be refunded within (30) days of vacating if the apartment is left clean and with no damages beyond normal wear and tear. For HTC Developments that are 100 percent low-income, a household may transfer to any Unit within the same project, as defined as a multiple building project on Part II, question 8b of the IRS form 8609 and the 8609 schedule.

If the Owner elected to treat each building as a separate project, as defined on Part II, question 8b of the 8609 form, households must be certified as low-income prior to moving to another building in the Development.

For HTC Developments that are Mixed Income with Market Units, a household may transfer to another building in the same project, as defined as a multiple building project on Part II of the IRS form 8609 if the household was within 140% of the applicable income limit at the time of the last annual income recertification. For BOND, HTF, HOME, and NSP Developments, households may transfer to any Unit within the Development. A certification is not required at the time of transfer. If the Development is layered with Housing Tax Credits, the guidelines for the HTC transfer process will be applied.

Rejected Applications:

Capstone will provide a written notification within seven (7) business days to all persons who completed the application process, and resulted as denied or ineligible to participate in the program. This notification will include the specific reason for the denial, and will reference the terms and conditions of this Tenant Selection Criteria on which the denial is based upon. Rejection letters will also include contact information for any third parties that provided information, and participated in the screening process. Non-renewal or termination notices will outline the reasons for termination of the lease contract, allowed under applicable program rules. Also, if the development is subject to the requirements established by the Violence against Women Act (VAWA), the specifics will be included on the notifications. A person with a disability may request a reasonable accommodation in relation to such notice

Fair Housing and Section 504:

This community is financed by an affordable program administered by the Texas Department of Housing and Community Affairs (TDHCA). We strive to ensure equal opportunity housing for all those who qualify for this program.

We established the following procedures to help identify, and eliminate situations that create a barrier for those seeking equal opportunity housing. In accordance to the Fair Housing Act of 1968 and its amendments of 1988, and Section 504 of the Rehabilitation Act of 1973, this community will make reasonable accommodations for individuals with disabilities (current residents and new applicants included). These accommodations include, but are not limited to: alterations in the processes in which we administer policies, procedures, and services to those working, applying or currently living at this complex. Furthermore, this property confirms it will make structural modifications to the housing and non-housing areas of this property (common areas, and leasing facilities, etc.) to ensure full access to those persons with limitations due to their handicap or disability.

We will perform such accommodations in situations applicable by the 504 regulations and as per the restrictions to those regulations. Requests for reasonable accommodations/modifications can be made in writing or by phone to the management office. If medical verification is required, management will provide the necessary forms. Also, management will respond to any reasonable accommodation/modification request within seven (7) business days. For structural modifications, property will evaluate work to be performed and obtain bids. Ownership approval will be required as needed.

The Development will comply with state and federal fair housing and antidiscrimination laws; including, but not limited to,

consideration of reasonable accommodations requested to complete the application process. Chapter 1, Subchapter B of this title provides more detail about reasonable accommodations. Screening criteria will be applied in a manner consistent with all applicable laws, including the Texas and Federal Fair Housing Acts, the Federal Fair Credit Reporting Act, program guidelines, and the Department's rules.

Violence against Woman Act (VAWA):

This community follows the guidelines outlined in the VAWA. The Law offers the following protections against eviction or denial of housing based on domestic violence, dating violence or stalking:

- A. In accordance with the Violence Against Women Reauthorization Act of 2013, if the applicant otherwise qualifies for rental assistance or admission, the applicant's status as the victim of domestic violence, dating violence, sexual assault, or stalking does not constitute the basis for rejection of rental application, If the applicant otherwise qualifies for assistance or admission.
 - B. Under the "good cause" policy, an incident or incidents of threatened domestic violence, dating violence or stalking will not be construed as violations of the lease contract; and will not constitute grounds for terminating assistance, tenancy or occupancy rights of a victim of abuse.
 - C. Criminal Activity directly related to domestic violence, dating violence or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights of the victim of the criminal acts.
 - D. Assistance may be terminated or a lease "bifurcated" in order to remove an offending household member form the home. Whether or not the individual is a signatory to the lease, and lawful tenant. If he/she engages in a criminal act of physical violence against family members or others, he/she stands to be evicted, removed, or have his/her occupancy rights terminated. This action is taken while allowing the victim who is a tenant or a lawful occupant, to remain in the dwelling.
 - E. The provisions protecting victims of domestic violence, dating violence or stalking who are engaged in by a member of the household, may not be construed to limit management staff from honoring various court orders issued to either protect the victim or address the distribution of property in case a family breaks up.
 - F. The authority to evict or terminate assistance is not limited with respect to a victim that commits unrelated criminal activity. Furthermore, if management can show an actual and imminent threat to other tenants, management personal, and other service providers; evicting a victim is an option. Management reserves the right to consistently apply the same rules and requirements to all the residents at our community.
 - G. The VAWA protections shall not supersede any provision of federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, or stalking.
- Capstone Real Estate Service, Inc. will respond to any VAWA requests within five (5) business days.

How to apply: Leave appropriate application fee, application deposit and completed required paperwork. Application deposit will be required to hold the apartment. The deposit will be applied to move-in fees at the time of move-in. **Application deposit is Non-Refundable after 72 hours.** I ACKNOWLEDGE THAT I HAD AN OPPORTUNITY TO REVIEW THE PROPERTY'S QUALIFYING CRITERIA, WHICH INCLUDES REASONS WHY MY APPLICATION MAY BE DENIED, SUCH AS CRIMINAL HISTORY, CREDIT HISTORY, CURRENT INCOME, AND RENTAL HISTORY. I UNDERSTAND THAT IF I DO NOT MEET THE PROPERTY'S RENTAL QUAIFYING OR SELECTION CRITERIA, OR IF I FAIL TO ANSWER ANY QUESTION, OR IF I PROVIDE FALSE OR MISLEADING INFORMATION, THE PROPERTY MAY REJECT MY APPLICATION, RETAIN ALL APPLICATION FEES, ADMINISTRATIVE FEES AND DEPOSITS AS LIQUIDATED DAMAGES FOR ITS TIME AND EXPENSE, AND MAY TERMINATE MY RIGHT OF OCCUPANCY IF I HAVE ALREADY TAKEN POSSESSION OF A RENTAL UNIT AT THE PROPERTY.

Applicant Signature

Date

Applicant

Date

Property Representative

Date



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