

FDI MANAGEMENT SERVICES
Tenant Selection Plan
Costa Esmeralda
Revised and Effective August 15, 2024

Welcome to our community. Before you apply to rent an apartment, please take time to review our rental application and approval criteria. The following information is offered so that all applicants will have available to them a detailed statement of the rental qualifying policies.

We will not discriminate against any person in the rental of an apartment because of race, color, religion, national origin, sex, age, familial status, sexual orientation or mental or physical handicap.

The term "applicant(s)" under these criteria means the persons that will be signing the Lease as a "resident"; the term "occupant(s)" in these criteria 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 current occupants currently living here have met these requirements. There may be residents and occupants that have resided on the premises 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 credit reporting services used.

Application for Residency:

An Application for Residency must be completed and maintained for each adult applicant. Each applicant must complete the rental application fully and accurately. Falsification of information will result in denial of residency.

"Personas con discapacidades tienen derecho de pedir
acomodaciones razonables para participar en el
proceso de aplicación."

Las Aplicaciones serán aceptadas solamente por vía, correo, fax, y correo electrónico, y las aplicaciones no serán procesadas, hasta no recibir la cuota por procesar las aplicaciones. Gracias.

"Individuals/people with disabilities have a right to request reasonable accommodations to participate in the application process."

Applications will be accepted in the community office as well as mail, fax or email and the applications will not be processed until the application fee is received, thanks.

Occupants:

Occupancy will be limited to no more than two (2) persons in a one-bedroom apartment, four (4) persons in a two-bedroom apartment, six (6) persons in a three-bedroom apartment, and eight (8) persons in a four-bedroom apartment.

Application Fee:

Each applicant must pay a non-refundable application fee of \$25.00 for the first single applicant and \$20.00 for each additional adult. Because there are no exceptions, it is important that you review this information carefully before submitting an application, making certain that, to the best of your knowledge, you meet the rental application approval criteria stated.

Deposit:

Each applicant must pay a security deposit with a minimum of \$250.00 for a one-bedroom, or \$350.00 for a two-bedroom, \$450.00 for a three-bedroom apartment, or \$550.00 for a four-bedroom apartment. Deposit is due in full in order for an apartment to be taken off the market and held for occupancy. The security deposit is fully refundable should an applicant be determined to be ineligible or fail to meet the Tenant Selection Criteria. Falsification of any information provided during the application process will result in forfeiture of the security deposit. Within 30 days following move-out, the security deposit will be fully refunded less the costs for any repairs, damages, or cleaning fees.

Rent:

The first full month's rent is due in full prior to taking possession of the apartment, otherwise, only the prorated rent will be due. Office personnel will notify applicants prior to moving in as to the total amount due.

Identification:

All visitors must present a valid driver's license or other photo identification to view the community. Other acceptable forms of identification are: Valid state issued ID card, valid Military ID card or a valid Passport. In addition, each applicant must provide one of the following forms of identification for the verification process to begin: United States government issued Social Security number, ITIN number, student visa, (I-20), current work visa, (I-94) or temporary resident alien card verifying approved entry by the United States government, (I-94W.) All applicants must either be an eligible citizen or an eligible non-citizen. Proof of citizenship is required. All applicants must be at least 18 years of age or older unless emancipated.

Income/Employment:

Applicants must have a gross income source that can be verified and is at least: 2 ½ (two and a half) the tenant portion of the total contract rent for the apartment being leased, of which no more than 30% may be sourced from monetary gift contributions.

Acceptable income verification required includes the applicant's last two (2) months' worth of pay stubs or an employment verification signed by a direct supervisor, payroll, or human resources department representative. In the event of a job change, previous employment which terminated within 30 days of the date of the Rental Application will be verified, and the applicant must provide a copy of an employment contract or written offer letter from any new employer.

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Self-employed applicants will be required to provide either the previous year's tax return and/or Profit & Loss statement.

Proof of retirement benefits, disability income, and Financial Aid will be required as applicable.

For properties that participate in government sponsored programs, income may not exceed HUD Income limits. The community representative will provide the current income limits for each household size.

Applicants with no income must provide evidence of their ability to pay utility bills and basic household living expenses.

Student Eligibility:

Households containing all full-time students for five or more months during the current and/or upcoming calendar year (months need not be consecutive) are not permitted unless at least one of the following criteria are met and verified:

- At least one student is receiving assistance under title IV of the Social Security Act (for example, payments under AFDC)
- At least one student was previously under the care and placement of a State Agency responsible for administering Foster Care
- At least one student participates in a program receiving assistance under the Job Training Partnership Act (JTPA), Workforce Investment Act, or under other similar federal, state, or local laws
- At least one student is a single parent with child(ren) and this parent is not a dependent of another individual and the child(ren) is/are not dependent(s) of someone other than a parent
- The students are married and entitled to file a joint tax return

Households containing a student, who leases a unit which has received funding under the HOME, CDBG-DR, and/or TCAP-RF Programs, do not qualify as a low income or very low-income family if the individual is a student who is not eligible to receive Section 8 assistance under 24 CFR, Section 5.612.

Reasonable Accommodations

Costa Esmeralda will seek to identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504 of the Rehabilitation Act of 1973, Costa Esmeralda will provide reasonable accommodation for individuals with handicaps or disabilities (applicants or residents). Costa Esmeralda will make **reasonable** adjustments to rules, policies, and services to enable an applicant or resident with a disability to have an equal opportunity to use and enjoy the unit and the common area of dwelling, or to participate in or have access to other activities conducted or sponsored by Costa Esmeralda. **Requests for reasonable accommodation may be made by contacting the management office.** Costa Esmeralda will respond to the resident within fourteen (14) days.

In reaching a reasonable accommodation with, or performing structural modifications for otherwise qualified individuals with disabilities, Costa Esmeralda is not required to:

- Make structural alterations that require the removal or altering of a load-bearing structural member.
- Provide support services that are not already part of its housing programs.
- Take any action that would result in a fundamental alteration in the nature of the program or service.
- Take any action that would result in an undue financial and administrative burden on Costa Esmeralda, including structural impracticality as defined in the Uniform Federal Accessibility Standards (UFAS).

Costa Esmeralda will comply with state and federal fair housing and anti-discrimination laws; including, but not limited to, consideration of reasonable accommodations requested to complete the application process. Chapter 1, Subchapter B of the title provides more detail about reasonable accommodations.

VIOLENCE AGAINST WOMEN ACT

VAWA 2013 is designed to protect both child and adult victims of domestic violence, dating violence, sexual assault, and stalking. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy, or occupancy rights of the victim of abuse. The Final Rule was published on December 16, 2016.

A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.

Protections for Applicants

If you otherwise qualify for assistance under this (or any) property's HUD program requirements you cannot be denied admission or denied assistance solely because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

If you are receiving assistance under this (or any) property's HUD program requirements you may not be denied assistance, terminated from participation, or be evicted from your rental housing solely because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under this (or any) property's HUD program requirements solely based on criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

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Removing the Abuser or Perpetrator from the Household Management may divide (bifurcate) your lease to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If management chooses to remove the abuser or perpetrator, management may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants.

If the evicted abuser or perpetrator was the only tenant who established eligibility for assistance under the program, management must allow the tenant who is (or has been) a victim and other household members to remain in the unit for a period to:

- (a) establish eligibility under the program, or
- (b) establish eligibility under another HUD housing program covered by VAWA, or
- (c) to find alternative housing.

In removing the abuser or perpetrator from the household, management must follow federal, state, and local eviction procedures. To divide a lease management may (but is not required to) ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

Upon your request management may permit you to move to another unit, subject to the availability of other units, and keep your assistance. To approve a request management may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking.

If the request is a request for emergency transfer management may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.

If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation as described in the documentation section below.

(2) You expressly request the emergency transfer. Your housing provider may choose to require that you submit a form or may accept another written or oral request.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.

This means you have reason to fear that if you do not receive a transfer, you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90 calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90 calendar-day period before you expressly request the transfer.

Management will keep all requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, as well as the location of any move by such victims and their families, confidential. The property's emergency transfer plan provides further information on emergency transfers and, effective June 14, 2017, management must give you a copy if you ask for it.

Documenting You Are (or Have Been) a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

Management can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Such request from management must be in writing, and management must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. Management may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to management as documentation. It is your choice which of the following to submit if management asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by management with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that management has agreed to accept.

If you fail or refuse to provide one of these documents within 14 business days, management does not have to provide you with the protections contained in this notice. If management receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), management has the right to request that you provide third-party documentation within thirty 30 calendar days to

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resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, management does not have to provide you with the protections contained in this notice.

Confidentiality

Management must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

Management must not allow any individual administering assistance or other services on behalf of management (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law. Management must not enter your information into any shared database or disclose your information to any other entity or individual.

Management, however, may disclose the information provided if:

- You give written permission to management to release the information on a time limited basis.
- Management needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires management or your landlord to release the information. VAWA does not limit management's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights Under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted, and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, management cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking. The protections described in this notice might not apply, and you could be evicted, and your assistance terminated, if management can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If management can demonstrate the above, management should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with **the Texas Department of Housing & Community Affairs**.

For Additional Information

You may view a copy of HUD's final VAWA rule at <https://www.gpo.gov/fdsys/pkg/FR-2016-11-16/pdf/2016-25888.pdf> Additionally, management must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact your property manager. For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY).

You may also contact <https://www.texasattorneygeneral.gov/cvs/rent-and-relocation>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <http://www.victimsofcrime.org/ourprograms/stalking-resource-center>.

For help regarding sexual assault, you may contact <https://ohl.rainn.org/online>.

Victims of stalking seeking help may contact <http://www.ovc.gov/map.html> or <http://www.ovc.gov/help/tollfree.html>.

Attachment: CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING, AND ALTERNATE DOCUMENTATION

Protections for Applicants

If you otherwise qualify for assistance under this (or any) property's HUD program requirements you cannot be denied admission or denied assistance solely because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

If you are receiving assistance under this (or any) property's HUD program requirements you may not be denied assistance, terminated from participation, or be evicted from your rental housing solely because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under this (or any) property's HUD program requirements solely based on criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

Removing the Abuser or Perpetrator from the Household

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Management may divide (bifurcate) your lease to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If management chooses to remove the abuser or perpetrator, management may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants.

If the evicted abuser or perpetrator was the only tenant who established eligibility for assistance under the program, management must allow the tenant who is (or has been) a victim and other household members to remain in the unit for a period to:

- (a) establish eligibility under the program, or
- (b) establish eligibility under another HUD housing program covered by VAWA, or
- (c) to find alternative housing.

In removing the abuser or perpetrator from the household, management must follow federal, state, and local eviction procedures. To divide a lease management may (but is not required to) ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Residence History:

Up to 3 (three) years of rental history must be verified. All rental history will require third party verification. A positive record of prompt monthly payment, sufficient notice, with no damages is expected. A record of disturbance to neighbors, destruction of property or living or housekeeping habits which adversely affect the health, safety, or welfare of other residents will be denied occupancy. For applicants who are homeowners, permission must be granted to verify payment history with the bank or lending institution. An unsatisfactory residence history would include owing previous landlord money, eviction for non-payment of rent or eviction for non-monitory reasons.

Applicants with no rental history may provide letters from their family or guardians certifying the applicant has never rented anywhere and has not established rental history but will be handled on a case-by-case basis.

Wait List:

All applications, whether complete, eligible, or ineligible, will be placed on the wait list.

Existing households on the wait list for in-house transfers take priority over prospective tenants.

The wait list will document the final disposition of all applications: (Rejected, withdrawn, or placed in a unit).

The date and time a complete application was submitted will be recorded on the wait list and will establish priority for selection from the list. If an applicant submits an incomplete application, they will be notified in writing within 7 days of the items that are needed for the application to be considered complete and that priority will not be established until the additional items are received.

Selecting Applications from the Wait List:

Once an applicant has submitted a complete application and signed a form authorizing the owner to verify employment, the date and time must be recorded on the wait list to establish priority for selection.

Selection from the wait list will be made per date and time in the following order:

Vacant units will be assigned and/or offered to applicants/residents of the wait list for the following:

1. In place residents:

- Needing a new unit because of changes in family composition.
- Unit transfer because of deeper income targeting/set-asides.
- A unit transfer for a medical reason certified by a doctor; or
- Unit transfer based on the need for an accessible unit.

2. New Applicants:

- Applicants who are referred by the Texas Department of Housing and Community Affairs, Section 811 Program will be contacted first.
- Applicants displaced by Government action or presidential declared disaster.
- Applicants that indicate need for accessible units will be prioritized over those applicants who do not have a need for an accessible unit, when an accessible unit is available.
- Applicants who are currently or previously homeless will be prioritized over those applicants who are not currently homeless, when a unit is available.
- Notwithstanding the above referenced selection process, preference will be given to applicants filling lower rent restricted units. Additionally, preference will not be given to prospective applicants over existing households.

NOTE: The order of preference is current residents first, then applicants. Requested/needed transfers are recorded on a separate list; being kept in the Waiting List Master File. The order of preference remains the same as listed above.

Within 7 calendar days of receipt of a complete application, the applicant will be notified in writing that the applicant has been selected for immediate occupancy, placed on a wait list, or rejected. Applicants that qualify under VAWA will be considered without regard for the qualifying event.

The wait list will remain open until such a time that an announcement stating otherwise is posted at Ave Commons. Should the applicant pool exceed the number of applicants that may be housed in a 1.5-year time period, the management may opt to close the list for a specific period. This date and period of closure will be stated within the closure notice posted in the leasing office. Notice that the wait list will be re-opened will be given in the same manner as it was closed.

Applicants must update their applications every 6 months with current information. Any applicant that fails to supply the requested information within 14 days of the original request will automatically be removed from the active wait list.

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UNIT TRANSFERS:

A resident can transfer units for the following reasons:

- Reasonable Accommodations, which includes transferring into a unit that is specially designed for a person or household member that needs the features of a handicapped accessible unit
- Transferring to meet Occupancy Standards (number of persons per bedroom)
- Transferring because they have been on the wait list for a lower rent restricted unit.

A new security deposit will be required for anyone transferring into another unit.

Rent and late fees must be paid in full prior to transferring into any other unit.

All persons transferring will be required to have a detailed inspection done on the unit that they are transferring from, and must correct any deficiencies, such as cleaning, prior to being allowed to transfer units. Any damage found from this detailed inspection, that is not normal wear and tear, must be paid, or payment arrangements made, per the damage cost list, prior to transferring into the new unit. Resident and management must conduct a move out inspection together. All cleaning or damages not corrected or missed during the detailed inspection will be deducted from the security deposit that is being held for that unit. Within 5 working days of the transfer, the resident will receive a Security Deposit Disposition that shows what deductions are being held from your deposit and what you will be receiving in refund. If the resident owes after deducting any charges from the security deposit, the resident must pay these charges within 30 calendar days. Any balance owed from failure to pay any cleaning or damage charges from the unit that resident transferred from, will be carried over to the new unit, and any payments made will first be applied to the balance prior to being applied to rent charges.

Residents transferring from one building to another, may be required to initially qualify under current HUD Income limits, as if moving in for the first time, depending on how the Owner's elected to answer line 8b on IRS Forms 8609. Costa Esmeralda will inform residents upon request to transfer as to whether or not they will be required to initially qualify and if so, will provide the resident with the current HUD Income Limits.

Credit History:

A credit report is part of the approval process and can disqualify an applicant from renting an apartment home at this community. A credit report that could result in denial is one which reflects past or current bad debts, late payments or unpaid bills, liens, judgments, or bankruptcies. The credit report will be run by a third-party provider. Costa Esmeralda will run a credit check and obtain a credit report on all adult applicant(s).

The purpose of the credit report is to obtain information on the applicant's history of meeting financial obligations, future ability to make timely rent payments and to determine whether the applicant has ever been evicted from a rental unit. Ave Commons will contact the current housing provider to determine the applicant's current lease status.

Criminal Background:

Upon verification of rent-to-income ratio, credit, and rental history; an applicant's criminal history will be reviewed. The nature and severity of an individual's conviction, and the length of time passed since the criminal conduct, are taken into consideration when determining eligibility for housing. Backgrounds for all adult occupants will be checked.

Sex related crimes include - child pornography, prostitution, public lewdness, sexual assault, rape, sex abuse, sex exploitation of minor, sodomy, statutory rape, fail to register as sex offender, indecent exposure, peeping, etc.

Persons convicted of these types of crimes are considered a threat to the health and safety of other residents and employees and are not eligible to reside at this property regardless of the date of the offense/file date.

High Rated Property related crimes include - arson, breaking & entering, burglary, criminal damage, grand larceny, malicious injury to property, receiving stolen property, theft, etc.

Persons convicted of these types of crimes are considered a threat to the health and safety of other residents and employees and are not eligible to reside at this property for a period of 10 years from the date of the offense/file date if convicted of a felony and 5 years if convicted of a misdemeanor.

Low Rated Property related crimes include - aid and abet theft, petty theft, shoplifting, tampering, vandalism, etc.

Persons convicted of these types of crimes are considered a threat to the health and safety of other residents and employees and are not eligible to reside at this property for a period of 5 years from the date of the offense/file date if convicted of a felony and 3 years if convicted of a misdemeanor.

High Rated Animal related crimes include - abandonment or neglect of animal, animal abuse, animal bite or attack, dog fighting.

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Persons convicted of these types of crimes are considered a threat to the health and safety of other residents and employees and are not eligible to reside at this property for a period of 5 years from the date of the offense/file date if convicted of a felony and 3 years if convicted of a misdemeanor.

High Rated Violence related crimes include - assault, battery, deadly conduct, injury to child or elderly, kidnapping, manslaughter, murder, robbery, etc.

Persons convicted of these types of crimes are considered a threat to the health and safety of other residents and employees and are not eligible to reside at this property regardless of the date of the offense/file date if convicted of a felony and 7 years if convicted of a misdemeanor.

Low Rated Violence related crimes include - affray, menacing, reckless endangerment, terroristic threats, etc.

Persons convicted of these types of crimes are considered a threat to the health and safety of other residents and employees and are not eligible to reside at this property for a period of 5 years from the date of the offense/file date if convicted of a felony and 3 years if convicted of a misdemeanor.

High Rated Fraud related crimes include - counterfeiting, credit card abuse, embezzlement, forgery, identity theft, insurance fraud, obtain by false pretenses, uttering, welfare fraud, etc.

Persons convicted of these types of crimes are considered a threat to the health and safety of other residents and employees and are not eligible to reside at this property for a period of 5 years from the date of the offense/file date if convicted of a felony and 3 years if convicted of a misdemeanor.

Low Rated Fraud related crimes include - altered license plate or tags or registration, use false id, worthless check, etc.

Persons convicted of these types of crimes are considered a threat to the health and safety of other residents and employees and are not eligible to reside at this property for a period of 3 years from the date of the offense/file date if convicted of a felony and 1 years if convicted of a misdemeanor.

High Rated Computer related crimes include - cyber stalking, damage computer software, hacking, wiretapping, etc.

Persons convicted of these types of crimes are considered a threat to the health and safety of other residents and employees and are not eligible to reside at this property for a period of 3 years from the date of the offense/file date if convicted of a felony and 1 years if convicted of a misdemeanor.

High Rated Family Relations related crimes include - abandonment, abuse, domestic violence, endangering a child, injury to child, etc.

Persons convicted of these types of crimes are considered a threat to the health and safety of other residents and employees and are not eligible to reside at this property for a period of 7 years from the date of the offense/file date if convicted of a felony and 5 years if convicted of a misdemeanor.

Low Rated Family Relations related crimes include - contributing to the delinquency, harboring a runaway child, non- support, etc.

Persons convicted of these types of crimes are considered a threat to the health and safety of other residents and employees and are not eligible to reside at this property for a period of 3 years from the date of the offense/file date if convicted of a felony.

High Rated Public Justice related crimes include - assault on police officer, deliver drugs/weapons to prisoner, escape, fleeing police, hindering apprehension, obstruction of justice, false statement to officer, resisting arrest, etc.

Persons convicted of these types of crimes are considered a threat to the health and safety of other residents and employees and are not eligible to reside at this property for a period of 7 years from the date of the offense/file date if convicted of a felony and 5 years if convicted of a misdemeanor.

High Rated Public Order related crimes include - criminal mischief, criminal attempt, engage in riot, fighting, hit and run, harassment, stalking, etc.

Persons convicted of these types of crimes are considered a threat to the health and safety of other residents and employees and are not eligible to reside at this property for a period of 7 years from the date of the offense/file date if convicted of a felony and 5 years if convicted of a misdemeanor.

Low Rated Public Order related crimes include - accessory to crime, disturbing the peace, fail to pay fare, loitering, disorderly conduct, public swearing, etc.

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Persons convicted of these types of crimes are considered a threat to the health and safety of other residents and employees and are not eligible to reside at this property for a period of 3 years from the date of the offense/file date if convicted of a felony.

High Rated Weapons related crimes include - assault with deadly weapon, discharging firearm, felon possessing firearm, manufacture destructive device, negligent use of weapon, throwing missiles.

Persons convicted of these types of crimes are considered a threat to the health and safety of other residents and employees and are not eligible to reside at this property regardless of the date of the offense/file date if convicted of a felony and 7 years if convicted of a misdemeanor.

Low Rated Weapons related crimes include - brandishing weapon, carrying concealed weapon, no gun permit, etc.

Persons convicted of these types of crimes are considered a threat to the health and safety of other residents and employees and are not eligible to reside at this property for a period of 3 years from the date of the offense/file date if convicted of a felony and 1 years if convicted of a misdemeanor.

High Rated Organized Crimes related crimes include - blackmail, extortion, racketeering, gang participation, etc.

Persons convicted of these types of crimes are considered a threat to the health and safety of other residents and employees and are not eligible to reside at this property for a period of 15 years from the date of the offense/file date if convicted of a felony and 7 years if convicted of a misdemeanor.

Low Rated Organized Crimes related crimes include - conspiracy, attempt to engage in organized crime, etc.

Persons convicted of these types of crimes are considered a threat to the health and safety of other residents and employees and are not eligible to reside at this property for a period of 5 years from the date of the offense/file date if convicted of a felony and 3 years if convicted of a misdemeanor.

High Rated Drug related crimes include - attempt to purchase, maintain place for drug use, manufacture for sale, possession of cocaine/meth, trafficking or smuggling, etc.

Persons convicted of these types of crimes are considered a threat to the health and safety of other residents and employees and are not eligible to reside at this property regardless of the date of the offense/file date if convicted of a felony and 7 years if convicted of a misdemeanor.

Low Rated Drug related crimes include - drug abuse, possession of marijuana, possession of paraphernalia, etc.

Persons convicted of these types of crimes are considered a threat to the health and safety of other residents and employees and are not eligible to reside at this property for a period of 3 years from the date of the offense/file date if convicted of a felony and 1 years if convicted of a misdemeanor.

High Rated Victimless related crimes include - probation violation, trespassing, etc.

Persons convicted of these types of crimes are considered a threat to the health and safety of other residents and employees and are not eligible to reside at this property for a period of 3 years from the date of the offense/file date if convicted of a felony and 1 years if convicted of a misdemeanor.

An arrest is not evidence of criminal activity.

Persons convicted of crimes classified as “unable to classify”, “not criminal records” and where the type of crime (felony or misdemeanor) cannot be determined will be evaluated on a case- by-case basis. A Client Dispute Form must be completed which will provide the Leasing Desk with the details which may assist the Leasing Desk make a further determination.

If you believe that any of the information contained in your criminal report is inaccurate or incomplete, you may request as investigation of such information by emailing Criminal@RealPage.com.

Applicants may explain and provide mitigating circumstances if a criminal conviction is flagged for denial. This can include, but is not limited to, evidence of rehabilitation, court documents, etc.

Violence Against Women Reauthorization Act of 2013 – An applicant will not be denied admission, or be evicted, on the basis that the applicant or tenant is, or has been, a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualified for occupancy.

If an applicant is convicted of a crime resulting in denial, but that crimes is a result of being a victim of domestic violence applicants may provide documentation as evidence which may change the screening results. This will be reviewed on a case-by-case basis.

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Applicant will be automatically denied if the applicant's name appears on the list of known terrorists and wanted fugitives as provided by the Office of Foreign Asset Control (OFAC), federal agencies to include the FBI and other state and local enforcement agencies.

Applicant will be automatically denied if the applicant's name appears on the list of known terrorists and wanted fugitives as provided by the Office of Foreign Asset Control (OFAC), federal agencies to include the FBI and other state and local enforcement agencies.

Other convictions or deferred adjudication of offenses will be reviewed on an individual basis. An arrest is not evidence of criminal activity.

No applicants will be admitted who have been evicted from federally assisted housing for drug-related criminal activity in the last three years.

If you believe that any of the information contain in your criminal report is inaccurate or incomplete, you may request an investigation of such information by emailing criminal@realpage.com.

Applicants may explain and provide mitigating circumstances of a criminal conviction is flagged for denial. This can include, but is not limited to, evidence of rehabilitation, court documents, etc.

Note: This requirement does not constitute a guarantee or representation that residents or occupants residing at this apartment community have not been convicted of a crime or are not subject to deferred adjudication for a crime.

ANIMALS

We do allow pets at this property, with a signed Animal Addendum and paid fees.

If our community is pet friendly and we encourage our residents to enjoy approved pets in their apartments to enhance their lifestyle and the enjoyment of their home. Understanding the policies will ensure the comfort of all our residents, staff and our furry friends.

Our property utilizes Pet Screening.com to screen household pets, validate reasonable accommodation requests for assistance animals, and confirm every resident understands our pet policies. To facilitate the screening and validation process, PetScreening offers our applicants and residents help in managing pet and animal records.

All current and future residents are required to create a PetScreening.com profile, even if there is not going to be a pet in the apartment. If a pet resides in the apartment, upon completion of the PetScreening.com Profile, a fido score will be generated for each pet. The Fido Score determines whether the pet is accepted and the applicable pet fees that apply. See our Fee Schedule below.

PetScreening has direct integration with Onsite and creating a Pet Profile is part of the online application process for all new applicants and residents at the time of renewal.

- Applicants or Residents with no pets will be required to create a "No-Pet Profile" to acknowledge our pet policies.
- Applicants or Residents with pet(s) must create a "Pet Profile" for each pet.
- Applicants or Residents with an Assistance Animal Accommodation Request must complete an "Assistance Animal Profile" for each animal.
- Applicants must agree to pet policies and terms before they can proceed with rental application, but PetScreening will not deny any applicant or hold up the application process.
- Applicants or Residents will receive a digital Pet Passport for each pet and a FIDO Score of 1-5 based on the inherent risk each pet will bring.
- Residents will receive email reminders from PetScreening when pet vaccinations are expiring.
- Pet Screening will handle all Assistance Animal Accommodation Requests. See Assistance Animals for more information.
- Applicants will submit an Assistance Animal Profile and the PetScreening team will review the request based on Federal guidelines and conduct a legal review/verification. Each request will be uniquely reviewed. Pet Screening will approve the request or follow up with the applicant to let them know why their pet was not approved as an Assistance Animal.

Required Documentation

Applicants must be prepared to fill out all fields that are applicable in the PetScreening.com Profile, so an accurate Fido Score is generated. If additional details are added later that result in a higher Fido Score, a refund will not be issued for the difference. Any pet with a Fido Score below 3 will not be accepted. Fee Schedule Applicants and Residents are responsible for the PetScreening.com Profile Fee(s) as follows:

- \$25 per pet annually (if paid via credit)
- \$20 per pet annually (if paid via ACH)
- \$20 per pet at time of renewal (if paid via credit)

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- \$15 per pet annually (if paid via ACH)
- [PetScreening.com](https://www.pet-screening.com) Pet Profile Fees are not required for approved Assistance Animals.

There is a monthly/per pet fee that will be added to the lease agreements. This does not include the [PetScreening.com](https://www.pet-screening.com) Profile Fee.

- \$20 Per Pet Per month
- Monthly Pet Fees are not required for approved Assistance Animals.
- Based on the [PetScreening.com](https://www.pet-screening.com) Fido Score, the following non-refundable pet fees apply per pet:
- Fido Score of 5 = \$150
- Fido Score of 4 = \$200
- Fido Score of 3 = \$250
- Non-Refundable Pet Fees are not required for approved Assistance Animals.

Pet Restrictions

- Acceptable species include dogs, cats, fish, and birds. Exotic species are not permitted.
- Any pet with a [PetScreening](https://www.pet-screening.com) Fido Score below 3 will not be accepted.
- No weight or age restrictions.
- The maximum allowable # of pets in each apartment are 2.
- Any animal which causes a noise disruption cannot remain.
- Residents with large fish tanks over 50 gallons must show proof of renters insurance with a special rider that covers damages of premises due to fish tank leakage of spills.

All animals must be listed on your animal addendum of the lease contract, and you must pay a pet deposit and pet fee and may be subject to monthly pet rent. Unauthorized pets are not allowed and must be removed from the property. Management reserves the right to remove animals from the property as per your lease contract. Aggressive breeds are prohibited. Residents that have signed Animal Addendums must abide by the addendum.

Out of courtesy to all neighboring residents, animals are not to be chained or kept on patios or balconies. All animals are to be kept inside the apartment. All animals must be on a leash when outside on property.

All animal waste is to be picked up immediately and disposed of properly. A \$25 waste removal fee will be charged, and a lease violation issued to anyone failing to pick up after their pet. Animal owners are responsible for any damage or harm involving their animal.

This policy does not apply to properly documented and approved service animals.

IT IS YOUR RESPONSIBILITY TO MAKE SURE YOUR PET QUALIFIES BEFORE MOVING IN.

Lease Guarantors and Co-signers:

Note that this company does not permit co-signers. If you are a first-time renter or do not have sufficient income, you may still qualify if you provide a guarantor who meets our qualifications and agrees to be responsible for your lease obligations. To qualify as a guarantor, the individual must have a gross monthly income of at least 4 (four) times the monthly rent you will pay and must meet all other qualifying criteria. Each guarantor must complete and sign our lease guaranty agreement. Guarantors may be held responsible for all your lease obligations, including the entire rent and other costs, such as damage, even if you have roommates. The guarantor must reside in the USA and qualify based not only on the proposed rent amount for the applicant's apartment, but the combination of the proposed rent plus their own housing obligation.

Validity Period:

Approved applications remain in good standing for a period of ninety (90) days from the approval date. If the lease is not signed and/or the applicant fails to occupy an apartment within the viable time, the application must be re-submitted for verification and approval AND a new application fee must be paid. The applicant will be placed at the bottom of the wait list.

Disclaimer:

The property owner, through its managing agent, will make reasonable efforts to verify information contained on the rental application to determine if the applicant meets the minimum leasing criteria. If information is not available, then the applicant may not meet all leasing criteria and the application may be refused.

The property owner and its managing agent reserve the right to modify its leasing criteria at any time without notice.

Falsification of any information will result in forfeiture of all deposits. Additionally, providing any false, misleading, or incomplete information on the application will be sufficient for rejection.

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.

Grievance Procedure:

General:

(1) This policy is furnished so that you will know, always, what procedure we will follow should a dispute develop. The intent of this procedure is to provide a fair and equitable process for addressing tenant or prospective tenant concerns.

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(2) Any tenant or prospective tenant seeking occupancy in or use of FDI Management Group facilities who believes he or she is being discriminated against because of age, race, color, religion, sex, familial status, disability, or national origin may file a complaint by mail to our Director of Fair Housing, 26303 Oak Ridge Dr. Spring, TX 77380. Interpretation services for tenants or prospective tenants with limited English proficiency are also available upon request.

Rejected/Ineligible:

Rejection letters will be mailed to the applicant within 7 days of rejection designation. You will be advised as to the reason for the rejection. Information will include the agency providing the information from which the rejection was based.

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