

W³ Luxury Living
Statement of Rental Policies – Active Adult Communities
Revised 2.6.19

It is the policy of W³ Luxury Living to treat all current and prospective residents in a fair, professional manner, without regard to race, color, religion, sex, familial status, handicap or national origin in accordance with the 1988 Fair Housing Amendment effective March 12, 1989.

Occupancy Standard: The occupancy standards for the community are generally two (2) persons per bedroom, but may vary depending on the characteristics of particular floorplans. Children are not counted for occupancy purposes until reaching the age of twenty-four (24) months. If a child reaches the age of 24-months during the lease term, the child will be counted for occupancy purposes at the renewal of the lease, which may require transfer to a larger floor plan. Efficiency = 2 occupants, 1 bedroom = 2 occupants, 1 bedroom alt/study/den = 3 occupants, 2 bedroom = 4 occupants, 2 bedroom alt/study/den = 5 occupants, 3 bedroom = 6 occupants, 3 bedroom alt/study/den = 7 occupants, 4 bedroom = 8 occupants, 4 bedroom alt/study/den = 9 occupants

Rental Application Guidelines:

- All apartment homes will be occupied by at least one leaseholder who is fifty-five (55) years of age or older. All occupants are required to be at least forty-five (45) years of age. All applicants are required to complete a rental application and pay a \$50.00 non-refundable application fee. A separate rental application must be fully completed, dated and signed by each applicant and all co-applicants, unless legally married.
- Each applicant must provide government issued photo identification.
- Leaseholders may only be an individual(s) name and not a business name. Corporate leases will only be accepted through **W³ Luxury Living** approved corporate housing providers.
- Applicants that want to advance pay the lease term in full will be approved as long as they have not been evicted for non-monetary lease violations, (monetary violations are acceptable), and have no criminal history as stated in this criteria. The lease term must be a minimum of six (6) months. Lease term options vary per property.
- Applicants must sign Texas Apartment Association lease contract to reserve an apartment home.
- No more than two (2) vehicles per home are allowed without written permission from management. Applicant must utilize garage space for automobile parking. Parking policies vary per property.
- A maximum of two (2) pets per household will be permitted with a signed Animal Addendum, a \$250 Non-Refundable Pet Fee and a Monthly \$20 Pet Rent per pet as specified on the addendum. There is no weight limit; however, aggressive breeds listed and any dog with a bite history are prohibited. Akita, American Stafford Terrier, Bull Terrier, Bullmastiff, Chow Chow, Dingo, Doberman Pinscher, Giant Schnauzer, Mastiff, Ovtcharka, Presa Canario, Pit Bull, Rhodesian Ridgeback, Rottweiler, Neapolitan Mastiff and Wolf. Any mixed breeds that have the predominant characteristics of any of the above breeds are also prohibited.
- You will be required to pay a monthly trash/pest control/concierge/parcel service fee of \$10.00-\$40.00 per month. Services and fees vary per property.
- You will be required to maintain a Renter's Insurance policy with a minimum of \$100,000 in Personal Liability Coverage. A copy of the policy's declaration page must be provided prior to keys being released for move-in with property listed as an interested party. Non-compliance are subject to monthly violation fees and/or auto-coverage with master agreement.
- Monthly rental payments are due on the 1st of each month and are considered late on the second. There will be a late fee for all rent paid after the 3rd of each month in the amount specified on page one (1) of the TAA lease contract. After the 5th of the month, all rental payments must be made by certified funds only, no personal checks will be accepted. Payments by credit/debit cards are accepted online only with a \$25-\$35 additional convenience fee. Convenience fees may vary per property.
- All returned checks will be assessed a service charge (specified on page one (1) of the TAA lease contract) plus all applicable late charges. Returned checks must be redeemed by certified funds only. After two (2) returned checks, resident will be required to pay by certified funds only.

Rental Requirements and Qualifications

All applicants are subject to approval through a third-party applicant screening agency. Approval of all applicants is based on an empirical system that incorporates various credit factors along with other non-statistical factors to determine overall applicant worthiness. The primary criterion used to determine rental decisions is a statistically based score. It is a cumulative analysis from several statistical indicators that calculates applicants overall credit score and then rates the applicant from 0 to 100, with a lower number indicating a higher financial risk.

Some of the indicators used may derive from income relationships, including rent-to-income and debt-to-income ratios based on calculations determined from the application and the credit record. Other indicators may consider credit worthiness as determined by national credit scores and other proprietary credit calculations more specific to the apartment industry.

Other factors may impact the overall rental decision of an applicant including criminal background checks, rental and eviction histories, check-writing histories, as well as other indicators. When these non-statistical factors are combined with the RV/Accuscore, an overall rental result is determined.

No verifiable credit history and/or Social Security number may require an additional deposit.

Pass:

- Identification must be verified.
- Automatic approval.

Pass with Conditions:

- Subject to manual rental history check. Must have a verifiable mortgage or rental history with no more than two (2) late payments in the twelve (12) months. Mortgage should show up on credit, however if it does not we must acquire written proof from the mortgage company. Must obtain the information in writing from the current landlord. No lease violations. Sufficient notice to vacate must be given. Rental from a friend or relative is not considered established rental history; unless cancelled checks are in the applicant's name. Unpaid rental housing debts or a prior rental eviction will be an automatic fail if occurred within the last three (3) years. Unpaid rental housing debt or prior rental eviction will be approved providing applicant has no late payments for rental or mortgage payments in the last twelve (12) months.
- Applicants will need to provide us with one of the following; three (3) current paycheck stubs, bank statements reflecting itemized deposits for the previous 3 months, or an IRS tax return filed by a CPA within the last 3 months for the previous year. A letter from their employer will not be acceptable.
- Based on the RV/Accuscore, an applicant may be subject to additional deposits and/or last month's rent paid in advance.

Fail – Automatic denial, unless the applicant meets the following guidelines:

- Has no criminal record as outlined below.
- Must pay a deposit equal to one (1) month’s rent with certified funds.
- Not eligible to receive any concessions and/or discounts.
- May be required to pay a deposit equal to up to three (3) month’s rent with certified funds.
- Applicant must provide proof of income as outlined under the Pass with Conditions. Applicant is required to make at least three (3) times the monthly rental payment.
- Applicant is subject to manual rental verification as outlined under the Pass with Conditions.

Additional Conditions:

Criminal:

- Criminal history which indicates that an applicant’s tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of owner or others will result in rejection of the application. Such criminal history may include, but is not limited to, sexual assault or other sex related crimes, the sale or manufacture of illegal drugs, certain property crimes such as arson, crimes against persons, burglary or theft.
- Theft by check will be accepted, however the applicant, once a resident will be required to pay all monies by money order or bank cashiers checks.
- Everyone eighteen (18) years of age or older will be screened for criminal history.

Credit:

- Medical and/or Student Loans will be excluded from RV/Accuscore.
- An applicant with a bankruptcy may be approved as Pass with Conditions if bankruptcy is closed and older than two (2) years old. Proof of discharge must be provided.
- Applicants with no credit will receive and automatic Pass with Conditions. Identification must be verified.
- Everyone eighteen (18) years of age or older will have a credit check completed if they will be a lease holder; occupants will just be screened for criminal.

Co-Applicants:

- Co-Applicants are individually screened as responsible party for a combined RV/Accuscore.

Guarantors:

- Guarantors are accepted in the place of the Pass with Conditions or Fail, unless the Fail is due to criminal. A Guarantor is required to pass all rental qualifications and make five (5) times the monthly rental and provide proof of income as required under the Pass with Conditions.

**Privacy Policy for Personal Information
Of Rental Applicants and Residents**

We are dedicated to protecting the privacy of your personal information, including your Social Security or other governmental identification numbers. We have adopted a privacy policy to help ensure that your information is kept secure. We follow all federal and state laws regarding the protection of your personal information.

How information is collected. You will be furnishing some of your personal information (such as your Social Security or other governmental identification numbers) at the time you apply to rent from us. This information will be on the rental application form or other document that you provide to us or to an apartment locator service, either on paper or electronically.

How and when information is used. We may use this information in the process of verifying statements made on your rental application, such as your rental, credit and employment history. We may use the information when reviewing any lease renewal. We may also use it to assist us in obtaining payment from you for any money you may owe us in the future.

How the information is protected and who has access. In our company, only authorized persons have access to your Social Security or other governmental identification number. We keep all documents containing this information in a secure area, accessible only by authorized persons. We limit access to electronic versions of the information to authorized persons only.

How the information is disposed of. After we no longer need your Social Security or other governmental identification numbers, we will store or destroy the information in a manner that ensures that no unauthorized person will have access to it. Our disposal method may include physical destruction or obliteration of paper documents or electronic files containing such information.

Locator services. If you found us through a locator service, please be aware that locator services are independent contractors and are not our employees—even though they may initially process rental applications and fill out lease forms. You should require any locator services you use to furnish you their privacy policies, as well.

I understand and accept the above rental criteria. This rental policy does not ensure that all individuals residing on or visiting the community conform to these guidelines.

Rental Selection Criteria Acknowledgement

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

Prospective Resident Date

Prospective Resident Date

Prospective Resident Date

Prospective Resident Date