



## Evergreen Club Rental and Occupancy Criteria Guidelines January 24, 2011

This community uses a statistically sound credit scoring system to evaluate your consumer credit report. Credit scoring is based on real data and statistics so all applicants are treated objectively. Your credit report contains information about you and your credit experiences including your bill-paying history, the number and type of accounts you have, late payments, collection actions, outstanding debt, rental history and the age of your accounts, to the credit performance of consumers with similar profiles. Using a statistical program, your information is compared to the credit performance of other applicants with similar profiles which allows us to predict how likely it is that you will pay your rent on time. Based on your credit score, your application will be either accepted, receive a low acceptance, conditional acceptance or be declined. If your application is denied or accepted with conditions, you will be given the name, address and telephone number of the consumer reporting agencies, which provided your consumer information to us.

**Occupancy Guidelines:** No more than two individuals per bedroom.

If the results of the screening are returned as "Accept", "Low Accept", "Conditional Accept" or "Refer", applicants must comply with the following income requirements:

Prior to move-in, income must be verified by providing documents such as: pay stubs covering 2 recent pay periods, court ordered spousal or child support, prior year's W-2, Social Security, GI benefits, pensions, disability income, trust income, dividend income, or other sources of regular income. Rental history will be verified for all applicants that receive a low accept, conditional accept or refer recommendation. Rental history will be verified for 12 months and must be positive. If applicant has no rental history, the applicant will be required to pay a deposit equivalent to one month's rent or obtain a co-signer.

Foreign applicants must present documentation allowing them to reside in the United States. Foreign applicants must meet the income qualifications of three (3) times the amount of the monthly rent.

If the results of the screening return with a Fraud warning for Identity, Address or Social Security Number, additional documentation will be requested. This is required per the federal FACT Red Flag Regulation in order to protect your identity.

Income received annually will be averaged over 12 months. Gross annual income for all leaseholders is combined and entered into the credit-scoring model for each applicant. Gross monthly income of combined applicants must be 3 times the scheduled rent of the apartment being leased. If self employed or retired, proof of income should be provided, and must be equal to or greater than 3 times the monthly rent. Applicants with assets only must have proof of assets equal to or greater than two (2) times the contractual amount of the lease term. The Co-signer must apply and be qualified using the same criteria as a resident. The Co-signer's income must be equal to or greater than four (4) times the scheduled rent on the apartment. Co-signer will sign the lease agreement.

**"Low Accept"** will pay an additional deposit equal to 1 month's market rent OR accept, provided applicant obtains a qualified cosigner receiving an "Accept", earns 4x's gross the market rent.

**"Conditional Accept"** will pay additional deposit equal to 1 month's market rent AND, applicant obtains a qualified cosigner receiving an "Accept", earns 4x's gross the market rent.

**"Refer"** criteria will be provided.

A criminal background check will be conducted for each applicant. The criminal search will be processed for all addresses at which the applicant(s) has resided over the previous forty-eight (48) months. Application will not be declined for Juvenile records or pending cases. The application will be declined for any of the following reported criminal related reasons with the exception of sex related and terrorist related convictions that have occurred within seven (7) years prior to the application date. Sex related and terrorist related convictions have no time limit.

- Any felony convictions
- Any drug related convictions (felony only)
- Any prostitution related convictions (misdemeanor/felony)
- Any sex related convictions occurring at any time (no time limit)(felony/misdemeanor)
- Any terrorist related convictions occurring at any time (no time limit)(felony/misdemeanor)
- Any of the above related charges resulting in "Adjudication Withheld" and/or "Deferred Adjudication"
- Active status on Probation or Parole resulting from any of the above

Reasons for not approving an application include, but are not limited to: bankruptcy, insufficient income, unpaid judgements, eviction, outstanding rent debt to landlords, mortgage holders or utility companies, home foreclosure, household size exceeding occupancy limits, non compliance with prior lease and falsification of the application information.

**Applicant Consent:**

The undersigned applicant(s) and co-signer(s) hereby consent to allow Evergreen Club ("owner"), itself or through its designated agents or employees, to obtain a consumer report and/or criminal record information on each of us and to obtain and verify each of our credit, resident history and employment information for the purpose of determining whether to lease an apartment or house to me/us. We also agree and understand that owner and its agents and employees may obtain additional consumer reports on each of us in the future to update or review our account. Upon my/our request, owner will tell me/us whether consumer reports were requested and the names and addresses of any consumer-reporting agency that provided such reports.

Applicant	Date
Applicant	Date
Applicant	Date

## Con Am Rental and Occupancy Guidelines



### AGE REQUIREMENTS:

Residents that wish to enter into a lease contract must be at least eighteen (18) years of age and reside in the apartment. A valid government issued photo identification for all residents and occupants will be verified eighteen (18) years of age and older.

### APPLICATIONS:

A separate application will be processed on all prospective residents and occupants eighteen (18) years of age or older.

### COMMUNITY POLICIES:

All residents and occupants agree to abide by the policies as stated in the "Resident Services, General Policies and Community Guidelines" directory.

### LEASE (RENTAL) CONTRACT:

All persons occupying an apartment must be listed on the rental (lease) contract. **SUBLETTING IS NOT PERMITTED.** Legal dependents or spouses under the age of eighteen (18) years old must be listed as occupants on the rental contract.

### MISCELLANEOUS:

Boats and recreational vehicles (if permitted) must be parked in designated areas only, with current tags and in good repair.

### PETS:

Residents with a pet must submit an additional deposit plus a nonrefundable pet fee. There is a 25 lb. (fully grown) pet limit (unless community policies state otherwise.) Only one pet (cat or dog) per apartment. Pet interviews are required prior to move-in. No pet will be permitted without prior approval from the Community Manager in addition to the payment of pet fees and deposit plus a signed pet agreement. Pet sitting is not allowed. A photograph of the pet will be taken and kept in the resident's file. *Certain breeds of dogs have been classed by the insurance institute as 'dangerous'. No dogs, or any mixed-breed dog bred with the animals in this classification, can be accepted at any ConAm managed community. The breeds and breed mixes excluded are: Pit Bulls, Doberman Pinschers, Rottweilers, Presa Canarias, Mastiffs, German Shepherds, Chows, Akitas, Shar-Peis or any breed that is part Wolf.* The pet policy does not apply to documented service animals or companion animals. There are no restrictions on service animals or companion animals and no pet deposit is required. A pet deposit is not required for fish in aquariums of fourteen (14) gallons or less, or for caged pets, such as birds, mice, hamsters and non-poisonous snakes. The maximum allowable weight for a caged pet is three (3) pounds, when full-grown. No more than two (2) caged pets are permitted, per apartment.

### RENTAL PAYMENT

The monthly rental payment is due on the first day of each month. We prefer for residents moving in after the twenty-fifth of the month to pay the prorated rent in addition to the next month's rent. **We prefer not to accept cash for payments of fees, deposits, or rental payments (limit of \$100 for cash unless community policies state otherwise).** There will be late fees for all rent paid after the third (3rd) day of the month. All returned checks will be assessed a service charge plus the applicable late charge.

### ALL APPLICATIONS ARE REVIEWED IN COMPLIANCE WITH FAIR HOUSING LAWS.

In the event of conflict between these rental requirements and the published policies of the U. S. Department of Housing and Urban Development, local or state law, the HUD policies and/or local or state law shall prevail. This document shall be signed and distributed to all applicants interested in renting an apartment at this community. If you feel you have been discriminated against, please contact the Dallas Regional Vice-President at (469) 241-0508.

### Applicant Consent:

The undersigned applicant(s) and guarantor(s) hereby consent to allow The Evergreen Club ("owner"), itself or through its designated agents or employees, to obtain a consumer report and/or criminal record information on each of us and to obtain and verify each of our credit, resident history and employment information for the purpose of determining whether to lease an apartment to me/us. We also agree and understand that Owner and its agents and employees may obtain additional consumer reports on each of us in the future to update or review our account. Upon my/our request, Owner will tell me/us whether consumer reports were requested and the names and addresses of any consumer-reporting agency that provided such reports.

By signing this acknowledgement indicates that you had an opportunity to review our rental selection criteria, which include reasons your application may be denied, such as criminal history, credit history, current income, and rental history. You understand that if you do not meet our rental selection criteria or if you fail to answer any question or give false information, we may decline the application, retain all application fees, administrative fees, and deposits as liquidated damages for our time and expense, and terminate your right of occupancy.

_____	_____	_____	_____
Applicant	Date	Applicant	Date
_____	_____	_____	_____
Applicant	Date	Applicant	Date

### ConAm Management Corporation Privacy Policy for Personal Information:

We are dedicated to protecting the privacy of your personal information, including your Social Security Number or other identifying or sensitive personal information. Our policy and procedures are designed to help ensure that your information is kept secure, and we work to follow all federal and state laws regarding the protection of your personal information. While no one can guarantee against identity theft or the misuse of personal information, protecting the information you provide us is a high priority to our company and staff. If you ever have concerns about this issue, please feel free to share them with us.

**How personal information is collected.** You will be asked to furnish some of your personal information when 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 use this information only for our business purposes involved in leasing a dwelling to you. Examples of these uses include, but are not limited to, verifying statements made on your rental application (such as your rental, credit and employment history), reviewing your lease for renewal and enforcing your lease obligations (such as to obtain payment for money you may owe us in the future.)

**How the information is protected and who has access.** We allow only authorized persons to have access to your personal information and we keep documents and electronic records containing this information in secure areas and systems.

**How the information is disposed of.** After we no longer need or are required to keep your personal information, we will store or destroy it in a manner designed to prevent unauthorized persons from accessing it. Our disposal methods will include shredding, destruction or obliteration of paper documents and destruction of electronic files.

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