

ORION REAL ESTATE SERVICES

CRITERIA FOR RENTAL – Stone Brook Seniors

Equal Housing – This community does not discriminate against any person because of race, color, religion, sex, handicap, familial status or national origin and 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 and the Federal Fair Credit Reporting Act.

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.

Identification - Each US Citizen who applies for an apartment must have a Social Security Number and a government issued picture identification card. Non-U.S. Citizens must provide a government issued photo ID and an identification number.

Occupancy Standard – A maximum of two persons per bedroom are allowed. Persons under eighteen (18) months of age are not considered in this calculation.

Age – In order for this property to qualify as housing for older persons under Sec. 100.204 of the Federal Fair Housing guidelines, 80% of its occupied units must be occupied by persons 55 years of age or older. The other 20% must be occupied by persons 40 years of age or older

Income - Gross monthly income of household must be 2 times monthly resident paid portion of rental amount. All sources of earned and unearned income must be verified in writing. Maximum household income guidelines are as follows:

MAXIMUM ANNUAL INCOME FOR RENT RESTRICTED APARTMENT HOMES ONLY

	1 person	2 people	3 people	4 people
60%	\$33,660	\$38,460	\$43,260	\$48,060

MAXIMUM RENTAL AMOUNT FOR RENT RESTRICTED APARTMENT HOMES ONLY

	1 Bedroom	2 Bedroom
60%	\$901	\$1,081

Employment - Applicant must 1) be employed with current employer for at least six months; 2) have current job and at least six months employment with previous employer; or 3) receiving retirement benefits, government benefits, or any other verifiable and consistent income.

Rental History - Previous rental history will be reviewed and no unsatisfactory rental history will be accepted. Unsatisfactory rental history is determined by: Failure to pay rent timely and/or evictions filed within the last 5 years, insufficient move-out notice, repeated disturbances and/or excessive damages not related to circumstances protected under the Violence Against Women Act, and/or prior management references describing repeated violations of the lease. Any debt owed to an apartment community must be paid in full.

Credit – Unsatisfactory credit references or no credit history may result in the requirement of an additional deposit or denial. Unsatisfactory credit shall be determined as a LeasingDesk score from Real Page Inc. below 432.

Criminal Background - No applicant, resident or occupant may have convicted of the following criminal activity: Fraud or Fraud Related Crimes, Sexual Offenses including Registered Sex Offenders, Crimes of violence and threats of violence including homicide crimes, Crimes involving the manufacture, sale and/or distributions of drugs, Currently engaged in illegal use of a drug or pattern of illegal use of a drug that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents; Abuse or pattern of abuse of alcohol that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents; Theft Crimes involving force or violence, Kidnapping, Unlawful Restraint, Smuggling, and Trafficking of Persons, Arson, Burglary and Criminal Trespass, Public Indecency and Organized Crime Activity. This includes persons who have not yet satisfied the probationary period of a deferred adjudication.



Each person denied occupancy based on information obtained in the criminal background check, shall be allowed to appeal the denial and submit information that shows mitigating circumstances such as the facts and circumstances of the criminal conduct, the age of the applicant at the time of the crime, severity and recentness of the criminal conduct and rehabilitation efforts.

Animals – A maximum of 2 pet(s) per apartment is permitted. Dogs whose breed or dominant breed weight exceeds 35 pounds at maturity are not accepted. The following breeds or partial breeds are not permitted: rottweilers, pit bulls, akitas, dobermans, chows, German shepherds, and Australian shepherds. Exotic animals and reptiles are not accepted. Additional restrictions may apply.

Specific animal, breed, number, weight restrictions, pet rules, and pet deposits will not apply to households having a qualified service/assistance animal(s).

All animals must be photographed by management before approval.

Assistance Animal - Certain animals provide assistance or perform tasks for the benefit of a person with a disability. Such animals are often referred to as “service animals,” “assistance animals,” “support animals,” “therapy animals,” “companion animals,” or “emotional support animals”. The use of assistive animals is allowed as a reasonable accommodation.

Under both the Fair Housing Act and Section 504, in order for a requested accommodation to qualify as a reasonable accommodation, the requester must (1) have a disability, and (2) the accommodation must be necessary to afford a person with a disability an equal opportunity to use and enjoy a dwelling. To show that a requested accommodation may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the person's disability. In the case of assistance/service animals, an individual with a disability must demonstrate a nexus between his or her disability and the function the service animal provides.

The Property will verify the existence of the disability, and the need for the accommodation—if either is not readily apparent. Persons who are seeking a reasonable accommodation for an emotional support animal may be required to provide documentation from a physician, psychiatrist, social worker, or other mental health professional that the animal provides support that alleviates at least one of the identified symptoms or effects of the existing disability.

In accordance with HUD Final Rule (73 F.R. 63834) and 24 CFR part 5, subpart C, a reasonable accommodation may be denied under the following circumstances: (1) pose a direct threat to the health or safety of others (2) result in substantial physical damage to the property of others unless the threat can be eliminated or significantly reduced by a reasonable accommodation (3) pose an undue financial and administrative burden; or (4) fundamentally alter the nature of the Property's operations.

The Property may exclude an assistance animal when that animal's behavior poses a direct threat and its owner takes no effective action to control the animal's behavior so that the threat is mitigated or eliminated. The determination of whether an assistance animal poses a direct threat will be based on an individualized assessment that is based on objective evidence about the specific animal in question, such as the animal's current conduct or a recent history of overt acts. The assessment will consider the nature, duration, and severity of the risk of injury; the probability that the potential injury will actually occur; and whether reasonable modifications of rules, policies, practices, procedures, or services will reduce the risk. In evaluating a recent history of overt acts, the Property shall take into account whether the assistance animal's owner has taken any action that has reduced or eliminated the risk. (Ex: obtaining specific training, medication, or equipment for the animal) This direct threat provision of the Fair Housing Act requires the existence of a significant risk—not a remote or speculative risk. Accordingly, the determination will not be the result of fear or speculation about the types of harm or damage an animal may cause, or evidence about harm or damage caused by other animals.

The HUD Final Rule requires a person with a disability who uses an assistance animal to be responsible for the animal's care, maintenance, and control. This includes picking up and disposing of his or her assistance animal's waste.

Pet Deposit and Other Charges – A Pet Deposit in the amount of \$300 will be charged. Pet Rent in the amount of \$10 will be charged monthly for each pet.

Application Fee – A \$18.49 non-refundable application fee is required for the first per person over the age of 18 years. An additional \$12.99 is required for each additional person over the age of 18 years.

Security Deposits – The following fully refundable security deposits will be charged – 1 Bdrm - \$150; 2 Bdrm - \$150.



Students – Certain restrictions apply to applicants whose household contains only full time students. Student status includes those attending public or private elementary schools, middle or junior high schools, senior high schools, colleges, universities, technical, trade or mechanical schools, but does not include those attending on-the-job training courses.

Exceptions to this policy include the following:

- At least one student receiving assistance under title IV of the Social Security Act (ex: payments under AFDC)
- At least one student was previously under the care and placement responsibility of the 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 job training program
- 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
- Are the students married and entitled to file a joint tax return

Section 8 – All Section 8 Voucher holders are welcome to apply for residency and will be provided the same consideration as all other applicants.

Waiting List - When there are more applicants than apartment vacancies at Stone Brook Seniors management will establish and maintain an applicant wait list. In order to be placed on the waiting list, an application must be filled out by all members of the household 18 years or older. Application fees will be assessed and collected at that time. Each applicant's credit history and criminal background will be screened. If any applicant in the household does not qualify under the properties above outlined criteria the household will not be eligible to be placed on the waiting list. If the household qualifies to be placed on the waiting list it does not indicate they have been fully approved to move in the community. There will be further paperwork required and the possibility of an additional background and criminal screening depending on the time that has passed since the first screening was completed. The wait list order shall group applicants by the date the application is received in the management office. When an apartment becomes available the first position applicant on the wait list will be contacted for possible residency. If management is unable to reach the applicant within 24 hours the applicant will be removed from the wait list. The next position applicant will be then be contacted for the vacancy. The applicant is responsible for keeping all contact information current. Any changes to the application such as address or contact information must be made in writing.

The Property will conduct outreach as necessary to ensure that the Property has a sufficient number of applicants on the waiting list to fill anticipated vacancies and to assure that the Property is affirmatively furthering fair housing and complying with the Fair Housing Act.

Violations of the waitlist policy shall subject the employee to disciplinary action up to and including termination.

Closing the Waitlist - The Property will close the waiting list if it has an adequate pool of applicants to fill projected vacancies. The number of applicants needed before closing the waitlist shall be set by the property and detailed in the property criteria. The Property may close the waiting list completely, or restrict intake by preference, or by size and type of unit.

Purging the Waitlist - The waiting list will be updated as needed to ensure that all applicants and applicant information is current and timely. To update the waiting list, the property will attempt to make contact via the phone number listed on the application to each family on the waiting list to determine whether the family continues to be interested in, and to qualify for, the program. The update request will provide a deadline of 48 hours by which the applicant must respond and will state that failure to respond will result in the applicant's name being removed from the waiting list.

A reasonable accommodation may be requested for applicants needing alternate methods of contact to update information.

The waitlist shall consist of no more than 30 applicants at any time.

Please see Unit Transfer Policy with regard to existing tenants and the waitlist.

Accessible Unit Priority - Priority for accessible units shall be given to an applicant that requires accessible features or an applicant with a disabled household member that requires accessible features.



VAWA PROTECTIONS - The Property is sensitive to the barriers of participation that accompanies applicants that are protected by the Violence Against Women Act. Therefore, to be placed on the waitlist and/or to occupy a unit, the Property:

- will 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;
- will not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.

The Property may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse.

Denial of Application – If your application is denied for any reason, applicant will be provided a notification of denial, via in person, facsimile or email, which will include a phone number to the third party provider of information that resulted in the decision for denial within 7 days of application. Appeal procedures will be included in the denial notification.

Unit Transfer Policy - Depending on the election in HUD 8609, transfers between buildings may require the resident to re-qualify again as an initial resident and must meet income restrictions. Please see the office for details. If currently in a lease or downsizing, a transfer fee of \$0.00 will be charged, along with a new unit deposit. If transfer is to accommodate a request for an accessible unit, the transfer fee will be waived.

The Property does not offer a preference or give a priority to any applicant not residing on the Property over those already residing at the Property when the existing tenant is seeking a unit with a lower or higher income restriction than the unit they currently occupy. Existing tenants will be entered on the waitlist using the same process as applicants not currently residing at the Property.

A preference shall be granted for a transfer by an existing tenant that needs an accessible unit over applicants on the waiting list.

A preference shall be granted for a transfer by an existing tenant that needs to transfer based on protections under the Violence against Women Act over applicants on the waiting list.

Priority for accessible units shall be given to an applicant that requires accessible features or an applicant with a disabled household member that requires accessible features.

Emergency Transfer - If the dwelling unit is damaged or a condition inside the unit exist which is a hazard to life, health, or safety of the occupants, the property will move the resident to the first available unit, if available, where necessary repairs cannot be made within a reasonable time. If the occupant must be placed on the waitlist, they shall be placed at the top of the waitlist and occupy the next available unit.

Disability Qualifications - A special needs individual person is defined as having a physical or mental impairment, which substantially limits one or more major life activities (i.e. self-care, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning or working). Physical or mental impairments entail a lengthy list of infirmities which can include, but are not necessarily limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, Cerebral Palsy, Autism, Epilepsy, Muscular Dystrophy, Multiple Sclerosis, Cancer, Heart Disease, Diabetes, Human Immune deficiency Virus (HIV) or (AIDS) infection, mental retardation, emotional illness, drug addiction (OTHER THAN ADDICTION CAUSED BY CURRENT ILLEGAL USE OF CONTROLLED SUBSTANCE.), Alcoholism.

Certain apartments are constructed as accessible for individuals with a disability. If a disabled person requests an accessible apartment that is currently occupied by a non- disabled person, the non- disabled person must move out of that apartment within 30 days.

If an accessible unit is not available for a qualified disabled applicant, the applicant shall not be denied housing. No disabled applicant shall be required to lease an accessible unit. No applicant is required to provide specific medical or disability information other than the disability verification that is requested to verify eligibility for reasonable accommodations.

Reasonable Accommodations – Applicants with a disability may request a reasonable accommodation during the application process verbally or in person to the Property Manager. All requests will be responded to within seven (7) business days.



Privacy Policy for Personal Information of Rental Applicant and Residents - We are dedicated to protecting the privacy of your personal information, including your Social Security Number and 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 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 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 for our business purposes only as it relates to 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 services you use to furnish you their own privacy policies.

Policies and Procedures: Copies of all policies and procedures referenced in this rental criteria are available upon request to applicants/tenants or their representatives.

I understand and accept these qualifying standards and have truthfully answered all questions. I understand that falsification of Rental Application information will lead to denial of rental. Rental Criteria does not constitute a guarantee or representation that resident or occupants currently residing in the community have not been convicted or are not subject to deferred adjudication for felony. Management’s ability to verify this information is limited to the information made available by the agencies and services used. It does not insure that all individuals reside in on or visiting the community conforms to these guidelines.

Applicant Signature

Date

Applicant Signature

Date

