



APPLICATION CRITERIA

All applicants for residency will be processed through a credit-reporting agency. All adults 18 years of age or older, or emancipated minors with written proof of emancipation, must complete and sign an application. Wan Bridge/TBD Management, LLC does not discriminate on the basis of race, color, religion, sex, familial status, national origin, handicap, or any other protected class recognized under applicable federal, state and/or local law. Provided, however, if the property has been designated as a senior community: (i) the community is exempt from familial status discrimination under federal law; (ii) the community is intended to qualify as housing for older persons pursuant to the federal Fair Housing Act; and (iii) at least 80% of the community's occupied units will be occupied by at least 1 person 55 years of age or older.¹

In reviewing the application, the following criteria will be used to determine the applicant's suitability for residency.

1. CREDIT

All credit status for the last two (3) years will be checked through the appropriate **Credit Bureau**. If allowed by applicable law, exceptions to the credit score requirement will be made upon (i) an applicant providing a guarantor/co-signor for the lease that meets all credit requirements, or (ii) an applicant providing an additional deposit in the amount of one times (1x) expected monthly rental amount. For guarantors, rent cannot exceed 20% of the guarantor's gross monthly income and the last five (5) years of collections, charge offs, bankruptcy and judgements will be reviewed. In circumstances of a social security number alert, applicant will be required to complete an additional Social Security Number (SSN) Verification Form.

2. RESIDENCE OR RENTAL HISTORY

The last three (3) years residence or rental history will be reviewed. All appropriate phone numbers and addresses, and where this information may be **VERIFIED**, must appear on the occupancy application. ***The credit report and other sources of rental history will be checked to verify resident and rental history information.*** Applicants with a rental history reflecting either six (6) or more late payments *OR* four (4) or more NSF checks received within the relevant two (2) year period will be denied. In addition, all resident rental history within the relevant three (3) year period must be free of rental housing evictions and landlord debt in excess of \$1 or the application will be denied. Applicants with outstanding debt to any Wan Bridge affiliate – unrestricted by the three (3) year time period set forth above – (i) must pay any balance over \$1 in full, or obtain a release therefrom, and pay an additional deposit, if allowed by law, in the amount of one time (1x) the expected monthly rental amount, or (ii)

¹ *These criteria do not constitute a representation or warranty that everyone residing within the community meets the requirements.* For example, there may be persons who have resided within the community since before these criteria were established. In addition, Wan Bridge's ability to confirm compliance with the represented criteria is limited to the information Wan Bridge receives from the various credit reporting services used. Wan Bridge also has an appeals process by which applicants may provide evidence of circumstances to mitigate negative criminal activity and seek exception after individualized review and assessment.

will be denied for any debt in excess of \$1 unless, upon request and review, such applicant is able to obtain a release therefrom.

3. **INCOME**

Applicant's income will be verified. Management will accept any legal, verifiable source of income paid directly to the applicant or a representative of the applicant. Legal sources of income include, but are not limited to, the following: employment income, retirement benefits, spousal/child support, I20s, savings accounts, welfare, Social Security disability benefits, housing choice vouchers, or any other legal, verifiable source of income. Monthly rent cannot exceed 35% of total gross monthly income for approved applicant(s). If allowed by applicable law, for applicants whose monthly rent amount is greater than 35% but less than or equal to 45% of their total gross monthly income, exceptions will be made upon an applicant providing a guarantor/co-signor for the lease that meets all credit requirements and rent cannot exceed 20% of the guarantor's gross monthly income. Monthly rent cannot exceed 45% of total gross monthly income for approved applicant(s).

4. **CRIMINAL HISTORY**

The criminal records of all household members over the age of 18 will be checked and reviewed for certain felony and Class A misdemeanor offenses. The information gathered as the result of this check would affect the approval of the application as follows:

A. Applicants with any of the following felony convictions (or similarly classified offenses in jurisdictions outside of Texas) in the twenty (20) year period preceding the date of application will be automatically denied approval: murder, capital murder, aggravated kidnapping, sexual assault, aggravated sexual assault, indecency with a child, sexual performance by child, first degree criminal solicitation, compelling prostitution, trafficking of persons, aggravated robbery, burglary if committed with the intent to commit felony sexual assault, aggravated sexual assault, sexual abuse of a child, or prohibited sexual conduct, offenses under Section 481.134(c), (d), (e) or (f) of the Texas Health and Safety Code (or, such applicable state law, if allowed by law) if it is shown that the offender has been previously convicted of an offense for which punishment was increased under the aforementioned sections, offenses under Section 481.140 of the Texas Health and Safety Code (or similarly classified offenses in jurisdictions outside of Texas) relating to any felony conviction increased in punishment as a result of use of a child in commission of such offenses, and any offense where the offender used or exhibited a deadly weapon during the commission of a felony offense or during immediate flight therefrom.

B. Applicants will be automatically denied for any prior conviction for manufacturing or distribution of a controlled substance (or similarly classified offenses in jurisdictions outside of Texas).

C. Applicants will be automatically denied if they are currently subject to a registration requirement under Article 62.001, Code of Criminal Procedure, Sex Offender Registration Program (or similar Sex Offender Registration Programs in jurisdictions outside of Texas).

D. Any other felony or Class A misdemeanor conviction other than those set forth in 4.A. above related to violent criminal activity (or similarly classified offenses in jurisdictions outside of Texas) will result in denial if the conviction occurred in the seven (7) year period preceding the date of application.

E. Any conviction of Theft under Texas Penal Code Sections 31.03 (as defined by 31.06) or 31.04 related to Theft by Check or Theft of Services (or similarly classified offenses in jurisdictions outside of Texas) in the five (5) year period preceding the date of application will result in conditional approval and, if allowed by

law, require the applicant to agree to pay all amounts due and payable by applicant within the initial lease term (including all rental payments, deposits, and other lease charges) with certified funds.

F. Notwithstanding the above, any applicant may provide documentation disputing the negative criminal activity or provide evidence of circumstances that mitigates the negative criminal activity. Any request for reconsideration of a denial of tenancy due to criminal activity shall be submitted within fifteen (15) calendar days of such denial and management shall make a determination, within twenty-one (21) calendar days thereafter, as to whether to uphold the denial of tenancy.

G. Failure to accurately report any criminal activity constitutes a non-curable material falsification and is grounds for termination of tenancy regardless of when such material falsification is discovered.

5. NON U.S. CITIZENS

Unless prohibited by applicable state or local law, non-U.S. Citizens must be able to provide documentation from U.S. Immigration to verify legal residency in the United States as of the effective date of the lease agreement. By signing below, you agree that you are not prohibited from leasing property pursuant to Texas and Federal law.

6. OCCUPANCY POLICY

A maximum of two persons per bedroom plus a child under two (2) years old will be allowed to occupy a unit or as may be restricted by applicable state or municipal code.

PLEASE TAKE YOUR TIME AND FILL OUT YOUR APPLICATION THOROUGHLY TO ENSURE TIMELY PROCESSING. FAILURE TO PROVIDE REQUESTED INFORMATION WILL RESULT IN DENIAL OF THE APPLICATION.

Signing this acknowledgment indicates that you have had the opportunity to review the landlord's resident selection criteria. The resident selection criteria 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 rejected and your application fee will not be refunded.

If your application is accepted and a lease signed by all parties, and you take possession of the unit, you understand the application deposit may be applied to amounts owed, including to your refundable security deposit upon meeting the terms of the Lease and Community Rules and Regulations. If for any reason, management decides to decline your application or you cancel prior to approval, then management will refund the application deposit to you in full. If owner or management accepts the application but is unable to allow you to occupy the premises on the date agreed because of delay caused by construction, renewal or extension of a prior resident, or holding over of a prior resident, then you agree that your sole remedy shall be the return and refund of this application deposit and non-refundable fees including the application fee. You hereby waive any other right to damages against owner or management of the owners of the property due to the availability or unavailability

