

Wehner Multifamily LLC supports The Fair Housing Act as amended, prohibiting discrimination based on race, color, national origin, ancestry, physical or mental disability, religion, sex, age, familial status, marital status, sexual orientation or unfavorable discharge from military service.

# **Cedar Point Apartments**

We are delighted that you are interested in making this community your home. In order to assist you in making your final decision the following qualifications will be required from every prospective resident. All applications will be reviewed on a case by case basis to determine if the applicant is qualified. In the event that the applicant doesn't meet the criminal background criteria, credit criteria, and/or doesn't have sufficient or good rental history, it would be up to the manager's discretion to approve the application, in such instances, the applicant may be required to pay a non-refundable risk fee equal to an additional administration fee or up to one month's rent.

## **Applicant Qualifying Criteria and Requirements**

**RENTAL APPLICATION:** A rental application must be completed, signed and submitted for each adult over the age of 18. The rental application(s) will be reviewed when submitted to ensure all information is complete to determine your eligibility.

**IDENTIFICATION:** Valid picture Driver's License or State ID and SSN are required. Other accepted forms of ID are: Passport, Visa, Military ID, Permanent Resident Card, Consular ID, ITIN, etc.

**RENTAL HISTORY:** Applicant (s) must have current rental history or proof of mortgage. No more than two late payments in a 12 month period, term of lease/contract fulfilled and no more than two documented lease violations. If the applicant(s) have a bad debt to another community the applicant(s) will be required to pay an additional deposit/administration fee that could be up to a full month's rent and/or a risk fee. First time renters may qualify with regular deposit/administration fee (special on deposit does not apply to first time renters).

**INCOME:** Must be verifiable. Total monthly household gross income must be at least 2.5 times total gross monthly income. If applicable, Housing applicants must make 2.5 times their portion of rent. Proof of income is required for all applicants (pay stubs, W2's, tax returns and bank deposit statement, etc.).

**EMPLOYMENT:** Present Employment will be verified for length of employment and salary. Applicant must be employed for at least 6 months. If employed less than (2) years with current employer, we may also verify prior employment. Written verification from employer is required. If employment verification form is not obtained, applicant must provide valid proof of income.

**CO-SIGNER:** Co-signer must not have any automatic rejections and adhere to all qualifying guidelines. The co-signer's income must be 5 times their rent and the applicant's rent amount combined.

**CREDIT AND CRIMINAL BACKGROUND CHECK:** A credit report and a background search will be processed through Wehner Multifamily LLC or its agents.

**CRITERIA FOR OCCUPANTS:** Immediate family members under the age of 18 or legal dependent must not have any automatic rejections. All others 18 years old and up need to apply for lessee status and fill out an application.

**OCCUPANCY STANDARDS:** If the applicant(s) plus family or roommate(s) will occupy the dwelling, the family/roommate size must be appropriate for home i.e. no more than two adults per bedroom in most circumstances per local ordinance.

**PAYMENTS:** NO CASH WILL BE ACCEPTED AT ANYTIME. Only certified funds will be accepted for all: Application, Holding/Admin fees, Deposit or Rental Monies for First Month's Rent.

### Applicants may be denied for the following reasons:

- Falsification of application by applicant (s)
- Incomplete application by applicant (s)
- Insufficient income
- Poor credit history of any applicant (credit report)
- Poor rental history of any applicant (rental verification is obtain) such as; Non-Payment of rent or frequent late payments.
- Lease violations such as, but not limited to: poor housekeeping; poor supervision of minor occupants; unruly or destructive applicants, and/or applicant's minor occupants or applicant's guest; violence to a person or property by applicant(s), etc.
- More than two evictions in the past five years or more than 2 broken leases in the past three years
- Criminal History

<u>Credit History</u>: Wehner Multifamily LLC and its agents reserve the right to reject the application of any individual with 100% negative credit, any unpaid rental housing debt, evictions, and more than 3 rental or mortgage late payments in a 12-month period. Foreclosures, closed bankruptcy or medical collections are not counted against the applicant.

<u>Criminal History:</u> Wehner Multifamily LLC and its agents reserve the right to reject the application of any individual who has been convicted or entered a guilty/no contest plea of a misdemeanor or a felony offense. The criminal records of all household members



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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 fifteen (15) year period between completion of sentence and the date of application will be denied approval: murder, capital murder, aggravated kidnapping, Terrorism, Arson, 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 convictions 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 section 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 from the date of completion of sentence and the date of application.
- E. Any conviction of Theft (excluding Theft by Check or Theft of Services) under Texas Penal Code section 31.03 (as defined by 31.06) or Damage to Property including but not limited to vandalism (or similarly classified offenses in jurisdictions outside of Texas) in the five (5) years for felony / three (3) years for Misdemeanor from the date of completion of sentence and the date of application.
- F. Any conviction of Theft by Check or Theft of Service under Texas Penal Code section 31.04 (or similarly classified offenses in jurisdictions outside of Texas) in the five (5) years for felony / three (3) years for Misdemeanor from the date of completion of sentence and 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 the applicant within the initial lease term (including all rental payments, deposits, and other lease charges) with certified funds.
- G. 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.
- H. 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.

#### Some examples of the review period for the above policy are:

- Violent Criminal Apprehension Program (ViCAP) felony and misdemeanor convictions, and other felony and misdemeanor convictions
- Arson
- Sexual Offenses

#### sentence

- Registered Sex Offender
- Terrorism convictions
- Drug Possession
- Drug Manufacture or Distribution
- Cruelty to animal charges
- Theft of Property (Exclude by check)
- Damage to Property (Excluding Arson)
- Violence
- Injury to persons

15 Years(Felony) / 7 Years(Misdemeanor) from completion of sentence 15 Years(Felony) / 7 Years(Misdemeanor) from completion of sentence

15 Years(Felony) / 7 Years(Misdemeanor) from completion of

Denial while registration requirement is active

15 Years(Felony) / 7 Years(Misdemeanor) from completion of sentence

7 Years from completion of sentence

**Automatic Denial** 

7 Years from completion of sentence

5 Years(Felony) / 3 Years(Misdemeanor) from completion of sentence

5 Years(Felony) / 3 Years(Misdemeanor) from completion of sentence

7 Years from completion of sentence

7 Years from completion of sentence

I ACKNOWLEDGE THAT I HAD THE OPPORTUNITY TO REVIEW THE COMMUNITY RENTAL SELECTION CRITERIA, WHICH INCLUDES REASONS WHY MY APPLICATION MAY BE DENIED, SUCH AS CURRENT INCOME, CREDIT HISTORY, RENTAL HISTORY, AND CRIMINAL HISTORY, I UNDERSTAND THAT IF I DO NOT MEET THE COMMUNITY SELECTION CRITERIA OR IF I FAIL TO ANSWER ANY QUESTION, OR GIVE ANY FALSE INFORMATION, THE COMMUNITY MAY REJECT THE APPLICATION, RETAIN ALL APPLICATION FEES, ADMINISTRATION FEES AND DEPOSITS AS LIQUIDATED DAMAGE FOR ITS TIME AND EXPENSE. I HEREBY AUTHORIZE ANY EMPLOYER, LAW ENFORCEMENT AGENCY, FEDERAL, STATE, COUNTY OR CITY AGENCY, CONSUMER AGENCY OR INSTITUTION TO RELEASE INFORMATION TO WEHNER MULTIFAMILY LLC AND/OR ITS AGENTS. I VOLUNTARILY WAIVE ALL RIGHTS OF RECOURSE AND RELEASE ALL THE ABOVE OF LIABILITY FOR COMPLIANCE WITH THIS AUTHORIZATION. I UNDERSTAND THAT SHOULD I LEASE AN APARTMENT, WEHNER MULTIFAMILY LLC AND ITS AGENTS SHALL HAVE CONTINUING RIGHT TO REVIEW MY CREDIT AND BACKGROUND INFORMATION, PAYMENT HISTORY AND OCCUPANCY HISTORY FOR ACCOUNT REVIEW PURPOSES AND FOR IMPROVING APPLICATION METHODS.

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Applicant Signature	Date	Co-applicant Signature	Date