

## **RESIDENT SELECTION CRITERIA**

West Region (CO, IL, WA) - Revised June 7, 2016 - GID Intranet Version Conventional Units

Welcome to our community. Before you apply to lease an apartment, please take the time to review the following summary of our resident selection criteria. In order to qualify to lease an apartment from us, you will need to meet the requirements set forth in this document. Please be advised that this document is not intended as a complete statement of our leasing criteria or policies, and that nothing contained in this document shall constitute a guarantee or representation by us that all residents and occupants currently residing in the community have met these standards. For example, there may be residents and occupants who have resided in the community prior to these requirements going into effect. In addition, our ability to verify whether an applicant meets these requirements is limited to the information we receive from various resident credit reporting services that we use. Submission of a lease application does not guarantee that you will be offered an apartment. If you have any questions about our policies or the information contained in this document, please contact one of our management team representatives.

## FAIR HOUSING POLICY STATEMENT

We follow all federal and state fair housing laws, including those that prohibit discrimination on the basis of race, color, religion, national origin, sex, familial status and disability. Applicants for apartments in Windsor Communities are accepted on a first come, first serve basis and are subject to the availability of the particular apartment type requested.

1. Lease Application – A separate lease application is required from each applicant who is 18 years of age or older or an emancipated minor. The lease application must be filled out completely, truthfully and accurately. We have no obligation to process an incomplete application. An application is not complete until a separate application for each adult or emancipated minor is signed and delivered to us and all application fees are paid. Any false or misleading statement or material omission made on your lease application whenever discovered is grounds either for denial of your lease application or for termination of an existing tenancy.

| Applicants      | Conditions/Guidelines   |  |
|-----------------|---|--|
| Adults          | 18 years of age and older or emancipated minor (even if not living in the apartment full time).   |  |
| Minor Occupants | 17 years of age and under. Minor occupants do not need to fill out an application, but must be listed as occupants on the on the application and lease. |  |
| Guarantors      | Guarantors are required to fill out an application and are subject to qualification.  |  |

Application Fee – Each applicant is required to submit an application fee to cover the costs of screening the applicant's credit and processing the application. Application fees are non-refundable except to the extent the law may provide otherwise. We refund the fees and deposits applicant paid, other than the application fee, only if: (1) we reject applicant's application; (2) applicant cancels the application fewer than 24 hours after signing it; or (3) applicant is on a waitlist and cancels the application. Unless the law requires, we do not refund fees and deposits applicant makes with the application under any other circumstances.

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- 2. Positive Identification All applicants are required to show valid government-issued photo identification.
- 3. **Occupancy Guidelines** To prevent overcrowding and undue wear and tear to our apartments, we restrict the number of people who may reside in an apartment. In determining these restrictions, we comply with all applicable fair housing laws. Our occupancy standards are based on two persons per bedroom, plus one person per apartment.

| Unit Type      | Number of Occupants |
|----------------|---------------------|
| One Bedroom    | Three Persons       |
| Two Bedrooms   | Five Persons        |
| Three Bedrooms | Seven Persons       |
| Four Bedrooms  | Eight Persons       |

If these occupancy standards are exceeded during the term of a lease, the residents will be required, upon the end of the current lease term, either: (a) to transfer into another available apartment which has more bedrooms; or (b) to move out.

- 4. Credit Score You must be able to demonstrate financial responsibility. In that regard, you must have a credit score that is acceptable to us. We will obtain a credit report from a third-party credit reporting agency for each applicant. Your credit score will affect your eligibility to lease an apartment from us as well as the amount of the security deposit that we will require as a condition of leasing an apartment to you. Unfavorable conditions that may negatively influence a credit score include, but are not limited to: bankruptcies, collections, charge-offs, repossessions and current or recent delinquencies. The Windsor Communities in Washington do not accept portable tenant screening reports.
- 5. Leasing or Mortgage Payment History Some credit scoring results will necessitate an evaluation of a verifiable leasing or mortgage payment history. In these instances, you will be required to provide us with proof of timely payment of a minimum of six consecutive months of leasing or mortgage payments within the prior twenty-four months. When an application depends on verification of a satisfactory leasing or mortgage payment history, the lease application will be denied if any of the following conditions exist:
  - A. **Outstanding Debt or NSF Check.** An outstanding debt to a previous landlord, an outstanding insufficient funds check or any other form of outstanding returned payment.
  - B. Breach of Lease or Eviction. A breach of a prior lease or a prior eviction of any applicant or occupant.
  - C. **Negative Payment History.** More than four late payments or two insufficient funds checks or other forms of returned payments within the prior 24-month period.
- 6. Ability to Pay the Rent You must have the ability to pay the rent. We will request information regarding your income. The income of all applicants proposing to reside in an apartment will be aggregated (combined). Applicants must have a combined gross income of at least 3 times the monthly rent for the apartment. All legal sources of income will be considered, including, without limitation, child support, grants, pensions, GI benefits, disability, trust funds, student loans, social security and savings accounts.
- 7. Guarantors If you do not meet our financial or credit score requirements, you may be eligible to lease an apartment if a third party is willing to guarantee the lease. The prospective guarantor is required to complete a lease application, pay an application fee, have a credit score that is verifiable and acceptable to us, have a gross monthly income of five (5) times the monthly rent and meet all other qualifying criteria identified in this selection policy. Approval of a guarantor does not relieve an applicant of our security deposit requirements.

- 8. **Public Assistance Recipients** If you are a recipient of public assistance, our financial and income standards in assessing eligibility to lease an apartment are based on the proportion of rent to be paid by the tenant(s).
- 9. Affordable Housing Program If you are applying to lease an apartment that is part of an Affordable Housing Program, additional and/or different requirements will apply. Units subject to an Affordable Housing Program are governed by federal and state laws and a regulatory agreement. Please contact the leasing office for further information regarding any Affordable Housing units in our community and the requirements for those units.
- 10. **Criminal History** A criminal background check will be conducted for each applicant and occupant 18 years of age or older. Please remember that this requirement does not constitute a guarantee or representation that the community is free of residents with a prior criminal record or background.
- 11. **Executive Order** The United States government prohibits us from doing business with certain persons and entities who commit, threaten to commit or support terrorism. These persons and entities are on a list regulated by the Department of the Treasury and Office of Foreign Asset Control ("OFAC"). If you are on this list, you do not qualify to lease an apartment from us.
- 12. Lease A copy of our lease and any applicable addenda are available for your review in the leasing office or on-line before you submit a lease application.
- 13. **Smoking** In many apartment communities that we manage smoking of any kind is prohibited. Please contact the leasing office for further information regarding any smoking prohibitions in our community.
- 14. **Vehicles** Vehicles must be operational and have current a registration and license tags. Stored vehicles are not allowed. Boats, trailers and recreational vehicles are not permitted without our prior written consent. Please check with us for site-specific policies.
- 15. Renter's Insurance Requirement We require all residents to carry a minimum of \$100,000 Personal Liability Insurance. We recommend that you consider adding Personal Property Coverage for additional protection. Although you may select any insurance provider, we refer you to Assurant to provide you with a convenient option. For additional questions about coverage, you may contact Assurant by calling 1-855-256-0860 or visit their website at www.coveredrenter.com. Regardless of the provider you choose, proof of Personal Liability Insurance (the Confirmation of Insurance or Declaration Page) must be presented to us prior to moving in.
- 16. **Animals** No animal or pet may be kept in, on or about the apartment or the community, even temporarily, without our prior written consent, unless otherwise provided by law. If animals are accepted at the community where your lease application is submitted, and except as may otherwise be provided by law, the following rules apply:
  - A. **Additional Security Deposit.** An additional security deposit and non-refundable pet charge may be required.
  - B. **Pet Rent.** Check with us regarding current rates.
  - C. **Number of Pets.** The number of pets is restricted to no more than two (2) per apartment.
  - D. **Photographs.** You will be required to submit a photograph of each pet for purposes of identification.
  - E. **Weight.** Depending on the community, we have weight limits for pets.
  - E. **Breeds.** Certain canine breeds and mixes of breed as well as exotic or un-domesticated animals are prohibited. Please refer to our guidelines below:

| Restricted Guidelines  |   |  |
|------------------------|---|--|
| Dog<br>Breeds          | Include but are not limited to Akitas, Alaskan Malamutes, Bull Mastiffs, Chows,<br>Doberman Pinschers, German Shepherds, Pit Bulls, Presa Canarios, Rottweilers, Shar<br>Peis, Siberian Huskies, Staffordshire Terriers, Wolf Hybrids or any variation or mixes of<br>these breeds. |  |
| Exotic or<br>Poisonous | Include but are not limited to any live monkey (non-human primate), raccoon, skunk, wolf, squirrel, fox, leopard, panther, tiger, lion, lynx, poisonous snake, tarantula, alligators, crocodiles, caimans and gavials.  |  |

- 17. **Delay of Occupancy** Available apartments include those for which we have notice that an existing resident intends to vacate on or about a certain date. There may be circumstances beyond our control that delay the availability date of an apartment even if a resident has given a termination notice. If we cannot deliver an apartment on the commencement date of the lease, we will not be liable for the delay, nor will the delay affect the validity of the lease or extend the term of the lease. You will not owe rent until we deliver possession of the apartment to you. If we cannot provide the specific apartment designated in your lease application, we may provide a similar apartment. If the delay is longer than seven (7) days, you may terminate the lease by written notice at any time before we tender possession of the apartment to you. If you terminate the lease, we will refund the rent and other amounts that you have paid and you agree that we will have no further liability arising from or relating to the lease at law or equity.
- 18. Notice to or from Co-Applicants Any notice that we give you or your co-applicant(s) is considered notice to all co-applicants and any notice from you or your co-applicant(s) is considered notice from all co-applicants.
- 19. Authorization to Verify Information By submitting an application to lease, you authorize us to verify the information that you provide through any means. In this regard, you consent to allow the owner, its agents and employees to obtain your credit information, payment history, occupancy history, criminal history and income verification for the purpose of: (a) verifying your information; (b) evaluating your qualifications for residency; (c) determining, after you have entered into a lease, whether you continue to meet our residency qualifications; (d) taking collection action against you; and/or (e) for any other legitimate purpose associated with your application or tenancy under a lease. You further consent that the owner, its agents and employees may give credit reporting agencies any of the following: (a) your lease application adout the performance of your obligations under any lease you have entered into; (c) information regarding collection actions against you; and (d) sufficient identification information that we deem necessary to identify you to any such reporting agencies. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit agency if you fail to fulfill the terms of your credit obligations.
- 20. Electronic Signatures You agree that signatures (by you or us) transmitted by facsimile, e-mail or any other electronic imaging means on this resident selection criteria, your lease application, any lease you may sign (including any lease addenda or attachments), and any lease guaranty shall have the same force and effect as the original signature. You and your guarantor, if any, may request a physical (paper) copy from us of any document that you or your guarantor have signed at the time the document is signed or at any time during a lease term.

## SIGNATURES FOLLOW

<u>ACKNOWLEDGMENT</u>: By signing Windsor Communities Resident Selection Criteria for the West Region you acknowledge that you have had the opportunity to review our resident selection criteria and that you agree with its terms and conditions. The resident selection criteria include criminal history, credit history, current income and leasing 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.

| APPLICANT(S) SIGNATURI |
|------------------------|
|------------------------|

| Signature  | Date  |
|------------|-------|
| Print Name | _     |
|            |       |
| Signature  | _Date |
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