

Mount Hermon Apartments

Resident Selection Policy

Thank you for your patience while we work to ensure our community is filled with qualified and respectful residents who will make this a great place to live. If you meet our Resident Selection Policy qualifying standards and are accepted, you will have the peace of mind of knowing that you will be joining other residents who have been processed with equal care.

Rental Qualification Standards: The property will not discriminate against any person based on race, religion, sex, color, familial status, age, gender identity, sexual orientation, pregnancy, citizenship, veteran status, disability or national origin. The community will comply with federal, state, and local fair housing and antidiscrimination laws including but not limited to consideration of reasonable accommodation requests to complete the application process and the Federal Fair Credit Reporting Act in order to avoid allegations of discriminatory practices. All applicants in a household will be processed as one approval or denial for an apartment. If any one of the applicants is denied, all applicants will be denied and will not be eligible to re-apply for 90 (ninety) days. The holding deposit will be refunded in the event the applicant's application is not approved.

Screening Criteria Standards: Screening criteria will be applied in a manner consistent with all applicable laws, including the state, local, and Federal Fair Housing Acts, the Federal Fair Credit Reporting Act and program guidelines.

Application Fee: \$75 Each applicant, 18 years or older or emancipated minor, must complete an application. **It is a 2-step approval process.** The 1st step is to pass the credit and criminal eligibility requirements and the 2nd step is to qualify under Affordable Housing eligibility requirements. The following items will be necessary to be completed or provided in addition to payment of required fees before a household will be considered for approval of occupancy. Each applicant must apply separately and accept that each is fully responsible for the full rental payment; combined income will be considered for income verification and occupancy standards for affordable housing. The application fee is nonrefundable under any circumstances.

Document and Items to be obtained for application:

- Current Valid State driver's license, Military ID, Passport or Government issued photo ID for each adult;
- Valid Social Security Card for each occupant (Names must match IDs);
- Proof of guardianship for all minors.
- Income 3rd party verification. If it is not obtainable, the most recent **6** consecutive paycheck stubs for anyone employed. Based upon a properties' housing program additional paycheck stubs **may be** requested.
- All other income source documentation from the agency/provider will be required confirming income amount. (i.e.; benefits or award letters) If an applicant receives child support a copy of the case law history or documentation reflecting the current order in effect and the amount being received is to be provided. If a court order is provided, additional documentation may be requested.
- Any self-employed/independent contractor individuals may be required to submit one of the following: 2 years of tax returns including the 1040 and Schedule C; or if newly self-employed a business plan along with a current profit and loss statement from a Certified Public Accountant or qualified provider.
- Due to program requirements, it may be necessary to verify all household assets. Verifications include but are not limited to the following items: recent bank statement for savings, most recent 6 consecutive bank statements for checking, quarterly statements for 401K, retirement accounts, stocks, bonds, Whole Life Insurance, proof of real estate ownership, etc.

HTG Management does not consider the apartment rented unless all applicant(s) have been fully approved under the 2-step approval process previously explained.

Standard Holding Deposit: \$200 In addition to any application fees, applicants must pay application deposit. The application deposit is not a security deposit. The application deposit will be credited toward the required security deposit when the Lease has been signed by all parties; OR it will be refunded if the applicant is not approved; OR it will be retained by us as liquidated damages if applicant(s) fail to sign or withdraw rental application.



Security Deposits: A fully refundable security deposit is due upon move-in. Conditional approval may require an additional security deposit amount. A list of deposits, fees, and eligibility are available in the leasing office and on the property's website.

Credit History: HTG Management uses an empirically derived, statistically sound, credit scoring system to evaluate the applicant's consumer credit report. Credit scoring is based on real data and statistics to ensure all applicants are treated objectively. The applicant's consumer credit report contains information about the applicant and the applicant's credit experiences, such as the applicant's bill-payment history, the number and type of accounts that the applicant has, late payments, collection actions, landlord resident court records, outstanding debt, and the age of the applicant's accounts. Using a statistical program, this information is compared to the credit performance of other applicants with similar profiles to calculate how likely it is that the applicant will pay the applicant(s)' rent in a timely manner and fulfill the applicant's other lease obligations. Based upon the applicant's credit score, the applicant's application will either be accepted, rejected or accepted on the condition that an additional security deposit be paid. Applicants must be in good standing with the local utility company. If the applicant's application is rejected or is accepted with conditions, the applicant will be given the name, address and telephone number of the consumer reporting agencies which provided the applicant's consumer information. An applicant rejected for unsatisfactory credit is encouraged to obtain a copy of the credit report, correct any erroneous information that may be in the report and submit a new application to this community for further consideration. Due to the Fair Credit Reporting Act, site staff are unable to discuss the content of the report. The complete list is available for viewing in the leasing office in the Supplemental Documentation Leasing Binder.

Applicants With No Established Credit: If an applicant has no established credit history, but meets all other rental criteria, the applicant will be permitted to either obtain a lease guarantor acceptable to HTG Management or pay an additional security deposit equal to the maximum permitted by state law (or, in the absence of state law, an amount equal to one month's rent) to be retained until move-out. If a guarantor is permitted, the guarantor's gross income must meet or exceed four times the amount of the monthly rent, to cover the rent plus the guarantor's housing obligations. The guarantor must meet all the above-stated qualifying criteria. The guarantor must complete an application and submit the application fee. Lease guarantors must complete the lease guarantor form. They will be held as responsible as the applicant for all the lease terms but will not be provided access to the apartment or amenities by site staff and will not appear on the lease.

Criminal Background: After an application is accepted or accepted with conditions for credit and rental history, a criminal background search will be conducted. It is the policy of HTG Management to deny residency to applicants who have been convicted or taken a guilty plea for certain crimes. A complete list is available for viewing in the leasing office in the Supplemental Documentation Leasing Binder. There is a pre-defined selection configuration, which has been provided to the criminal search vendor. Prior to final acceptance of any applicant, the criminal search vendor will search for criminal convictions and guilty plea information on each applicant. If a report is found, it will be compared to the pre-selected criteria and a determination regarding whether an applicant meets the criteria will be made. Each person denied occupancy based upon the information obtained in the criminal screening 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 activity conduct and rehabilitation efforts.

Denial of Application Due to Credit/Criminal/Rental History: If an application is denied for any reason other than Affordable Program Requirements, applicant will be provided a notification of denial, via in person, telephone, USPS, facsimile, or email, which will include contact information to the third-party provider of information that resulted in the decision for denial within 7 days.

Denial of Application Due to Affordable Qualifying Standards: Applicant may not be eligible for a lease agreement based upon program and project requirements, submission of false or untrue information on the application, failure to cooperate in the verification process, and/or failure to sign designated or required forms and/or documents upon request. Applicant will be provided a notification of Affordable Denial, via in person, or email, with potential reasons for the denial within 48 hours of final application submission. The applicant has fourteen (14) days to request an appeal to the Community Manager in writing. If an appeal is requested and information was provided inaccurately, the updated information will be forwarded to HTG Management Compliance Department for review. Should changes in circumstances arise from original application date, denied applicants may reapply after 90 days.

Rental History: Most recent past 2 years 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.

Rent Payments: Rent is always due on or before the first of the month with late charges assessed per the lease agreement after the grace period expires. Any returned payments will be assessed a late charge as well as a service fee as allowed by the local jurisdiction. The dishonored payment must be replaced with a WIPS payment or credit card. Rent may be paid online. No cash will be accepted. Do not sent copies of credit card or cash card to property management leasing office. No other rent payment arrangements are recognized by HTG Management, other than those stated in the Lease Agreement.

Vehicles: Unless otherwise approved by management, recreational vehicles, boats, campers, motorcycles, trailers, vehicles with added enclosures, or vehicles with logos **are not** permitted in any area of our community. All permitted vehicles must park in designated parking spaces as indicated by striped areas.

QUALIFYING FACTORS – The factors and requirements under Affordable Program(s), occupancy permissions, and age restrictions.

Occupancy Standard: Two people per bedroom, in an apartment home. This is applicable to local and state laws in which the property is located.

Age: Lease holder(s) must be 18 years old or older or may be an emancipated minor. All occupants 18 years or older are required to complete an application, lease agreement and all addendums entirely, even if living with parent, guardian or spouse. Falsification of **any** information is grounds for denial. All prospective leaseholder(s) must also complete a form consenting to verification of credit, criminal background and occupancy history. White out is not allowed on any document.

Senior Communities that are 55+ years of age must have at least one person in the household 55+ years of age and any additional occupants must meet the minimum age of 18 years old. Communities that house 62+ years of age must have all occupants meet at least the age of 62 years old. This is determined in specific property program requirements. (Please reference documentation posted in the leasing office and property website to determine if property is considered to house families or the elderly and age restrictions).

Student Status: Households which contain all full-time students as defined by the educational institution they attend or previously attended for 5 months or more of the current calendar year, must meet a program exception. Households applying to live at properties with HOME, HUD or other funding as listed on the property's Rent and Income Sheet, may be subject to more restrictive guidelines. The list of exceptions can be referenced and are available for viewing in the leasing office.

Income Eligibility: The gross monthly income of a household must be 2.5 times the monthly resident paid portion of the rental amount. All sources of earned and unearned income must be verified by 3rd party. A complete list of income documentation will be provided to you by the property staff/website once the initial interview for application is complete. For applicants that are reporting income from a contributor or reoccurring gift income (a person who makes regular monthly contributions to the applicant), the following applies:

25% of income or less from contribution- A notarized affidavit from the contributor (form to be provided by office) AND 6 months' bank statements showing the amount of the contribution as a deposit. If the applicant cannot provide bank statements proving the contribution, then the contributor must be added as a GUARANTOR, too. More than 25% of income from a contribution- The above must happen and IN ADDITION, the contributor must become a GUARANTOR for the leaseholder and earn at least four (4) times the monthly rent and have impeccable credit and score automatic approval (no conditions). Criminal history will not be considered. Guarantors must complete a Guarantor Pre-Leasing Application and pay the applicable application fee. Guarantors must also sign a Lease Contract Guaranty which must be signed in the office or notarized. Guarantors must sign a new Lease Contract Guarantee with each renewal. Guarantor has no rights to the unit.

Maximum Annual Income, Rent Limits and Unit Designations: This property follows income and rent restriction qualifications that are the HUD Published Limits, that are subject to change



25% Median Income Pricing:

Optional \$60 Washer and Dryer is included in pricing

1 BR Rent: \$443.00 Standard Deposit: \$700 Minimum Income: \$11,490.00
2 BR Rent: \$517.00 Standard Deposit: \$800 Minimum Income: \$13,710.00

60% Median Income Pricing:

Optional \$60 Washer and Dryer is included in pricing

1 BR Rent: \$1,136.00 Standard Deposit: \$700 Minimum Income: \$32,280.00
2 BR Rent: \$1,349.00 Standard Deposit: \$800 Minimum Income: \$38,670.00

Maximum Allowable Combined Household Income Table

| 25% | 60% |
|--------------------|--------------------|
| 1 Person: \$18,475 | 1 Person: \$40,469 |
| 2 Person: \$21,100 | 2 Person: \$45,433 |

Reasonable Accommodations — Applicants with a disability may request a reasonable accommodation during the application process or at any other time verbally or in writing to the property’s management office. All requests will be responded to within seven (7) business days and submitted to the HTG Management Compliance department for review.

Disability Related Qualification and Reasonable Accommodations – A special needs individual 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. 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.

Live-in Aid: If an applicant requires a live-in aid this must be disclosed at the time of the application, if a live-in aid is required after the resident has moved in, notify management immediately. All requests for live-in aids must be verified and approved by HTG Management Compliance Department. A verification may be obtained from the person’s health care provider, verifying whether the live-in aid is medically necessary to provide the supportive services essential to the care and wellbeing of the person. The applicant cannot be financially dependent on the live-in aid. The live-in aid may not bring another person into the unit. The Live in Aid may be a family member with the exception of a spouse. A live-in attendant must complete live-in aide application and must meet the same screening criteria (other than credit) as the applicant. Live-in attendants must sign and adhere to the Live-In Aide Self Declaration which outlines the conditions of the program. The resident is required to sign live-in aide agreement – lease addendum and is responsible for the behavior of the Live in Aid while on the property.

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: The wait list order shall group applicants by the unit size, income set aside applicable, and date the application is received in the management office. Applicant is added to waitlist when property has completed application and application fee and holding deposit of \$100 has been paid. When an apartment becomes available the first position applicant on the wait list for that unit size and income set aside will be contacted for possible residency. If management is unable to reach the applicant within 48 hours or the applicant wishes to pass on the apartment, the applicant



will be moved to the bottom of the wait list. The next position applicant will then be contacted for the vacancy. The applicant is responsible for keeping all contact information current. Any changes to the application such as address, email, phone number, or contact information must be made in writing. If the property is unable to make personal contact by phone call, email, or text after 3 documented attempts a formal certified letter will be sent. The applicant will have 7 days to respond and if not, all monies will be forfeited, and applicant will be removed from wait list. 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. Priority for accessible units shall be given to an applicant who requires accessible features or an applicant with a disabled household member who requires accessible features. Current residents on the waiting list will be given the same consideration as applicants on the waiting list unless an emergency or special needs request is necessary. **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**

The property at its discretion may restrict application intake, suspend application intakes, and close waiting lists in whole or in part. If there are sufficient applications to fill anticipated vacancies for the coming twelve (12) months, the apartment community will either:

- a. Close the waiting list completely.
- b. Close the waiting list during certain times of the year; or
- c. Restrict intake by type of community or by size and type of dwelling unit.

Decisions for closing the waiting list will be based on the number of applications available for a particular size and type of unit, the number of applicants who qualify for a preference and the community's ability to house an applicant in an appropriate unit within a reasonable period of time. During the period in which the waiting list is closed, Property will not maintain a list of individuals who wish to be notified when the waiting list is reopened. All notices and communications must be taken into consideration; accommodations for persons with disabilities including those with visual and hearing impairments.

Pet Policy: The only animals permitted at the property are cats and dogs. No animals are permitted on the property at any time without specific written permission and payment of all applicable pet fees and deposits. A maximum of 2 pet(s) per apartment is permitted,

Pet Fees and Other Charges: Animals must be 50 lbs. or less. We do not allow breeds that are classified as aggressive, including but not limited to American Bulldog, American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, Bull Terrier, Rottweiler, Chow Chow, Great Dane, Doberman Pincher, German Shepherd, Caucasian Ovcharka, Dogo Argentino, Saint Bernard, Fila Brasileiro, Perro De Presa Canario, Akita Inu, Husky, Bull Mastiff. The pet fee is a 1 time fee of \$300 per pet, plus an additional \$50 per month per pet. All pets must be listed on your application and registered with the office. Additional information and requirements are available on the Pet Addendum and may be reviewed prior to moving in by request. Specific animal restrictions, pet deposit and fees will not apply to households having a qualified service/assistance animal(s). **All animals must be photographed by management before approval and provide current vaccination record annually.**

Unit Transfer Policy: A resident(s) request for a unit transfer in the community may need to qualify on current circumstances as initial certification for a new unit in a different building. An application fee(s) will be collected at the time a new application is completed and a new security deposit will be required the day the new lease is executed. Completion of all paperwork is required. Existing resident(s) must meet income/rent restrictions as outlined in current criteria for rental.

If currently in a lease, a transfer fee will be charged \$500, along with a new security deposit at the time the new lease is executed. A list of fees can be referenced in the Supplemental Documentation Leasing Binder or on the property website. Current unit deposit will be refunded if there are no damages to the current unit. Pre-inspection of the unit will be conducted prior to any transfer approval. If transfer is to accommodate a request for an accessible unit or a reasonable accommodation, the transfer fee, security deposit, and application 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 resident is seeking a unit with a lower or higher income restriction than the unit they currently occupy. Existing residents 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 for an existing resident who needs an accessible unit or a reasonable accommodation request over applicants on the



waiting list. A preference shall be granted for a transfer by an existing resident who 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 who requires accessible features or an applicant with a disabled household member who requires accessibility or a downstairs unit due to a reasonable accommodation.

All units transfer requests must be approved HTG Management Compliance Department prior to moving.

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, HTG Management and HTG Management Compliance Department will approve the Emergency Transfer as initiated by Community Manager/Regional Manager. 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.

Privacy Policy for Personal Information of Rental Applicant and Residents – HTG Management is dedicated to protecting the privacy of the applicant’s personal information, including the applicant’s Social Security Number and other identifying or sensitive, personal information. HTG Management’s policies and procedures are designed to help ensure that the applicant’s information is kept secure, and all federal and state laws regarding the protection of the applicant’s personal information are followed. While guarantees against identity theft or the misuse of personal information cannot be made, protecting the information the applicant provided is a high priority to all HTG Management staff. If the applicant has concerns about this issue, the applicant may discuss any concerns with property office staff.

How Personal Information is collected: The applicant will be asked to furnish personal information at the time of application. This information will be on the rental application forms and other document that the applicant provides to the community or to an apartment locator service, either on paper, fax or e-mail. Either original signatures or electronic signature with an electronic secure system generated date stamp will be required on all documents and forms.

How and When Information is used: Applicant information will be used for business purposes only as it relates to leasing a dwelling to the applicant. Examples of these uses include but are not limited to, verifying statements made on the applicant’s rental application (such as the applicant’s rental, credit and employment history), reviewing the applicant’s lease for renewal and enforcing the applicant’s lease obligations (such as to obtain payment for money the applicant may owe us in the future).

How the Information is Protected and Who has Access: Only authorized persons have access to the applicant’s personal information, and documents and electronic records containing this information are stored in secure areas and systems.

How the Information is Disposed: After information is no longer needed and required time frames have expired, personal information will be stored or destroyed it in a manner designed to prevent unauthorized persons from accessing it. Disposal methods will include shredding, destruction or obliteration of paper documents and destruction of electronic files.

SIGNATURE ON FOLLOWING PAGE

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 ensure that all individuals reside in on or visiting the community conforms to these guidelines.

Applicant Signature: _____

Print name: _____

Date: _____

Applicant Signature: _____

Print name: _____

Date: _____

VAWA Protections: The Property is sensitive to the barriers of participation that accompanies applicants who are protected by the Violence Against Women Act. Please refer to the "Notice of Occupancy Rights" under the "Violence Against Women Act" documentation that will be available to the applicant upon execution of this Criteria as well as the Supplemental Documentation Leasing Binder in the leasing office.

VAWA Notice of Occupancy Rights Acknowledgement: I/We acknowledge that I/We have been informed of
(Initials) ___ our Occupancy rights under the Violence Against Women Act (VAWA) as the signature date of the document

I/We also acknowledge that i/we can request a copy of the **HUD 5380** form Occupancy Rights under the Violence Against Woman act (VAWA), **HUD 5381** form Model Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual assault or Stalking, **HUD 5382** form Certification of Domestic Violence, Dating Violence, Sexual assault or Stalking and Alternate Documentation and **HUD 5383** form Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking from the Management Office anytime.

