AOG LIVING
CRITERIA FOR RENTAL – Lively at Cypress Creek
60% and 80% units

Equal Housing – This community does not discriminate against any person because of race, color, religion, sex, handicap, familial status, national origin, sexual orientation or gender identity 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, PRWORA, program guidelines, and TDHCA's rules.

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

Occupancy Standard – A maximum of two persons per bedroom are allowed. Persons under six (6) years of age are not considered in this calculation.

Age – Lease holder(s) must be 18 years or older. All occupants 18 years or older are required to complete an application, even if living with parent or guardian.

Income and Rent - Gross monthly income of household must be 2 times the monthly resident paid portion of rental amount. All sources of earned and unearned income must be verified in writing. If the household is participating in a voucher program, the total monthly rent amount cannot exceed 250% of tenant portion of rent.

Income and Rent restrictions apply to some units:

MAXIMUM ANNUAL INCOME FOR RENT RESTRICTED APARTMENT HOMES ONLY

	1 person	2 people	3 people	4 people	5 people	6 people
60%	$43,680	$49,920	$56,160	$62,400	$67,380	$72,360.
80%	$58,240	$66,560	$74,880	$83,200	$89,840	$96,480

MAXIMUM RENTAL AMOUNT FOR RENT RESTRICTED APARTMENT HOMES ONLY

	1 Bedroom	2 Bedroom	3 Bedroom
60%	$1,248	$1,404	$1,560
80%	$1,664	$1,872	$2,080

Assets - Under the PFC- program assets below the applicable threshold tenants can self-certify asset amounts and income from the asset. Household assets and income from assets over applicable threshold must be verified. Forms of verification are current statements and/or a verification from the financial institution. All other assets are current balances.

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.

Self-Employment - Must provide the most recent tax returns for two tax years.

Students – Students are accepted at this community. All financial aid must be verified.

Rental History - Rental history at the current and previous residence must include satisfactory rental payment history, no evictions, sufficient move-out notice and all lease terms fulfilled. Any debt owed to an apartment community must be paid in full.

Credit – Unsatisfactory credit references including any open bankruptcies, or no credit history may result in the requirement of an additional deposit or denial. Unsatisfactory credit shall be determined through a screening analysis report from Safe Rent with a score 551 and above will be approved. A score between 500 and 550 will be conditionally approved with an additional deposit. A score below 500 will be declined. The qualifying criteria includes an applicant's credit history, payment history, rent to income ratio, debt to income ratio, and rental history from the rental history database information available at the time the application is processed. The screening analysis report allows us to gather a comprehensive perspective of the applicant's risk level

Criminal Background - No applicant, resident or occupant may have been 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 exceed 25 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.

Pet rules including limitations on specific animal breed, maximum number, weight restrictions, and pet deposits do not apply to ‘‘animals that assist, support, or provide service to persons with disabilities’’ or animals that are necessary as a reasonable accommodation to assist, support, or provide service to persons with disabilities.

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 reasonable accommodation. Specific animal, breed, number, weight restrictions, pet rules, and pet deposits will not apply to households having a qualified service/assistant animal.

Application Fee – A $100 non-refundable application fee is required per person over the age of 18 years.

Administrative Fee – A $150 non-refundable administrative fee will be due at time of application.

Co-signer or guarantor - A cosigner/guarantor may be required in the case of ONE of the following:

- No rental history or home ownership in the past five years, or
- No Employment (Students Only)

Co-signer/guarantor must be a relative of the applicant and meet all requirements as a lease holder.

Recertification(s) – This development consists of mixed income projects and annual income recertifications are required the project must comply with the Next Available Unit Rule. A household's designation may change. Where the household's income exceeds the AMI as designated, the household can be redesignated to the next AMI level in the Regulatory Agreement. The next available unit of comparable size in the Development is to be reserved for and occupied by a tenant that meets the AMI of the household that was determined to exceed the income limit. The development will lease the next available unit to a low-income household. Once this household moves in rent can be increased on the current household's unit. If no other unit is available, the household rent will remain restricted until such a unit can be designated at the lower tier.

Veterans - Important information for former Military Service Members. Women and men who served in any military branch of the United States Armed Forces, including Army, Navy, Air Force, Marines, Coast Guard, Reserves or National Guard, may be eligible for additional benefits and services. For more information, please visit with the Texas Veterans Portal at https:llveterans.portal.texas.gov/.

VAWA PROTECTIONS - The Property is sensitive to the barriers of participation that accompanies applicants that 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 provided to you upon execution of this Criteria. 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/resident will be provided a notification of denial that will include the reason for denial, via in person, USPS, 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. This notice will include copies of HUD 5380, HUD 5381 and 5382. The applicant has fourteen (14) days to request an appeal in writing or request a meeting to discuss the rejection. If an appeal is requested due to the denial a second review of all documentation will be made by the compliance manager or someone who did not take part in the original decision. Notification will be by phone followed up in writing via email or sent by USPS mail within 7 days. Should changes in circumstances arise from original application date, you may reapply after 90 days.

Non-Renewals and Terminations of Lease Contracts for Existing Households – Existing households that are not allowed to renew and their lease is being terminated will be handled as allowed under the program. A thirty (30)- day minimum notice is required and specific reason for termination or non-renewal will be addressed in writing on the Advance Notice of Lease Termination form or renewal period for TDHCA regulated Affordable Housing Notification form. This property operates in compliance with the Violence Against Women Act (VAWA) and will comply to non-renewals and termination of the lease contract accordingly. If you are a victim of domestic violence, sexual assault, dating violence or stalking, you as well as members of your family, may have protection from being denied housing or from losing housing because of domestic violence, sexual assault, dating violence or stalking. If you are a person with a disability, and if there is reasonable accommodation that you would like to request in response to this notice, you have a right to do so under the Fair Housing Act. Person(s) with a disability and or reasonable accommodation, request will not be non-renewed or terminated from the lease contact solely based on a person(s) with a disability and or reasonable accommodation request. Appeal procedures will be included but not limited to notification of a supervisor and/or compliance for appeal review, for these households. If an appeal is requested because of the outcome of non-renewal and termination of lease contracts for existing households then a reconsideration process will take place. A reconsideration is a complete review of your claim by someone who did not take part in the first decision. We will look at all the evidence submitted when the original decision was made, plus any new evidence.

Reasonable Accommodations – Applicants/Residents with a disability may request a reasonable accommodation verbally or in person to the Property Manager. All requests will be responded to within fourteen (14) calendar 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, fax, e-mail or via electronically through the on-line prospect portal. Applicant and Residents may apply by USPS at 13030 Perry Road; Houston, TX 77070 or in person. Alternative method is by email at cypresscreek@aogliving.com.

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.

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