

**DELTA COURT APARTMENT HOMES**  
**APPLICATION PROCESS GUIDELINES**

Welcome to our community. Thank you for choosing the DELTA COURT APARTMENTS as your new home. In order to reside in our community, we require each applicant and each adult occupant to meet certain rental criteria. Before you fill out the Rental Application, we encourage you to review these requirements to determine whether you are eligible. The Apartments and its managing agent, Oak Leaf Management Company, are equal housing providers; we do not discriminate against any prospective applicant or occupant because of race, color creed, national origin, sex, familial status or disability. PLEASE ALSO NOTE THAT THESE RENTAL GUIDELINES DO NOT IN ANY WAY CONSTITUTE A REPRESENTATION OR A GUARANTEE THAT ALL RESIDENTS WILL MEET THESE CRITERIA. THESE CRITERIA HAVE BEEN MODIFIED OVER THE YEARS, SOME RESIDENTS HAVE MOVED IN BEFORE THE CURRENT CRITERIA WERE APPLIED. ADDITIONALLY, THE VERIFICATION METHODS USED TO DETERMINE ELIGIBILITY ARE LIMITED TO THE INFORMATION AVAILABLE THROUGH THE CREDIT REPORTING SERVICES USED TO VERIFY THE INFORMATION.

- (1) All applicants must complete a Rental Application and all additional adult occupants must complete an Additional Occupant Application.
- (2) An application deposit must be remitted in full to remove an apartment from the market.
- (3) An acceptable response must be received from Resident Credit Reporting, and/or any other credit reporting service management chooses. There is an application fee for all credit reporting services. This fee is non-refundable and paid in advance. Applicant must not have an unsatisfactory prior rental history.
- (4) Income: Monthly Rent must be equal to or less than 34% of applicants income.
- (5) No cash is accepted. Deposits may be paid in the form of a personal check, money order or cashier's check.
- (6) All applicants must be at least 18 years of age.
- (7) Any falsified information is grounds for rejection of the application and termination of all rights to occupancy.
- (8) Pets require a nonrefundable fee of \$400 per pet and \$25.00 monthly pet rent, per pet. Pets may not exceed 40 pounds mature weight and must be a non-aggressive breed. Maximum 2 pets per unit. Breed, weight and number limitations and fee and deposit requirements do not apply to assistance animals.
- (9) Occupancy limitations: **1 bedroom** – 2 person maximum, **2 bedroom** – 4 person maximum

A family may occupy a unit if the family does not exceed two persons per bedroom plus a child who is less than three years old. Residents who have a child less than 3 years old at the time of rental application or lease renewal and residents whose child has reached 3 years of age during the lease term may be required at the end of the lease term to: (1) move to another available unit which has more bedrooms, or (2) move out. For the purposes of this occupancy policy a "family" shall consist of the following persons: one or more individuals (who have not attained the age of 18 years) being domiciled with: (1) a parent or another person having legal custody of such individual or individuals; or (2) the designee of such parent or other person having such custody, with the written permission of such parent or other person. The term "family" shall also apply to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years.

- (10) A criminal background check will be performed on each applicant and adult occupant (18 years and older).
  1. Applicants will be denied if convicted of offenses listed under Section 3g(a) of the Texas Code of Criminal Procedure including the following offenses:
    - Murder
    - Capital murder
    - Indecency with a child by contact
    - Aggravated kidnapping
    - Aggravated sexual assault
    - Aggravated robbery

- An offense under Chapter 481 of the Texas Health and Safety Code, for which punishment is increased under:
    - Section 481.140 of the Texas Health and Safety Code; or
    - Section 481.134(c), (d), (e), or (f) of the Texas Health and Safety Code, if it is shown that the offender has been previously convicted of an offense for which punishment was increased under the aforementioned subsections
    - Sexual assault
    - Injury to a child, elderly individual, or disabled individual, if the offense is punishable as a felony of the first degree and the victim of the offense is a child
    - Sexual performance by a child
    - An offense under Section 15.03 of the Texas Penal Code, if the offense is punishable as a felony of the first degree
    - Compelling prostitution
    - Trafficking of persons
    - Burglary, if the offense is punishable under Section 30.02(d) of the Texas Penal Code and the actor committed the offense with the intent to commit a felony under Section 21.02, 21.11, 22.011, 22.021, or 25.02 of the Texas Penal Code
    - Any offense where the offender used or exhibited a deadly weapon during the commission of a felony offense or during immediate flight therefrom
2. Applicant(s) will be denied if receiving a reportable conviction or adjudication, as defined by Article 62.001 of the Texas Code of Criminal Procedure which requires offenders to be registered as a sex offender.
  3. Applicant(s) will be denied if convicted of the illegal manufacture or distribution of a controlled substances as defined in Section 102 of the Controlled Substances Act.
  4. Applicant(s) will be denied if convicted or subject to deferred adjudication for a felony not listed above if the incarceration, probation or deferred adjudication period was completed within 20 years from the date of application.
  5. Applicant(s) will be denied if convicted or subject to deferred adjudication for any Class A misdemeanor offense, and any Class C or Class B misdemeanor offense which is classified by the Texas Penal Code as being an offense against the person (Title 5) or offense against the family (Title 6) if the incarceration, probation or deferred adjudication period was completed within 10 years from the date of application. This 10-year look-back period includes, but is not limited to, the following offenses: assault, unlawful restraint, indecent exposure, deadly conduct, and terroristic threat.

The owner of this community reserves the right, at the owner's discretion to reject the Rental Application or the Additional Occupancy Application for any other criminal offenses or for a criminal history involving a conviction or deferred adjudication history identified above.

THIS RENTAL CRITERIA DOES NOT CONSTITUTE A GUARANTEE OR REPRESENTATION BY THE APARTMENTS OR THE MANAGEMENT THAT PERSONS CONVICTED OF OR RECEIVING DEFERRED ADJUDICATION FOR THESE CRIMES DO NOT RESIDE IN OUR COMMUNITY. SOME RESIDENTS MAY HAVE APPLIED TO RENT IN OUR COMMUNITY PRIOR TO THIS REQUIREMENT BEING PUT IN PLACE. ADDITIONALLY, OUR ABILITY TO VERIFY WHETHER OR NOT SOMEONE HAS BEEN CONVICTED OF OR RECEIVED DEFERRED ADJUDICATION FOR A CRIME IS SOMEWHAT LIMITED TO THE INFORMATION MADE AVAILABLE TO US BY THE APPLICABLE RESIDENT CREDIT REPORTING SERVICES USED.

- (11) Owner reserves the right to alter qualifications and application process guidelines without prior notice. Please feel free to check with the on-site leasing staff for any changes to these guidelines. BY SIGNING BELOW, APPLICANT ACKNOWLEDGES THAT: (i) APPLICANT HAS HAD THE OPPORTUNITY TO REVIEW THIS RENTAL CRITERIA; (ii) THE RENTAL CRITERIA INCLUDES QUALIFICATION FACTORS SUCH AS CRIMINAL HISTORY, CREDIT HISTORY, CURRENT INCOME AND CURRENT AND PREVIOUS RENTAL HISTORY; AND (iii) IF APPLICANT DOES NOT MEET THE RENTAL CRITERIA, APPLICANT'S APPLICATION MAY BE REJECTED. APPLICANT FURTHER ACKNOWLEDGES THAT THE OWNER'S PRIVACY POLICY HAS BEEN MADE AVAILABLE TO APPLICANT.

Applicant(s):

Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_