Red Oak on A, Apartment Homes

1219, 1221 McCormick St
1226-1232 Ave A
Denton TX

The best home at the best location (I-35, McCormick St & Ave A)

Tenant Selection Criteria

The following is the Tenant Selection Criteria of Red Oak on A, Apartment Homes ("Landlord") to make sure that you enjoy your new home. This notice is provided to every Applicant at the time a rental application is made available, as required by Texas Property Code § 92.3515. Your application may be denied based on your criminal history, previous rental history, current income, credit history, or failure to provide accurate or complete information on the application.

Application and Notification

- An application must be completed for each occupant 18 years of age or older, and any occupant under the age of 18 who has been ***emancipated*** or is otherwise deemed an adult under applicable law (Texas Family Code, Chapter 31).
- A non-refundable application fee must be paid by each Applicant before an application will be processed. 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. Any application deposit (as distinguished from the application fee) will be refunded if your application is rejected, as required by Texas Property Code §§ 92.351–92.355.
- All Applicants are required to present a valid, unexpired government-issued photo identification (for example, a driver's license, state identification card, U.S. or foreign passport, permanent resident card, or military ID). Identification requirements are applied uniformly to every Applicant and are not used to discriminate on the basis of national origin, citizenship status, or any other protected class.
- An application does not constitute a lease agreement or offer to lease. No lease shall exist unless and until Landlord and Applicant execute a lease agreement and Applicant pays all required funds.
- Falsification of, or material omission from, any information on an application may result in Applicant's automatic denial. If an Applicant is denied for falsifying paperwork, the application fee will not be refunded; any application deposit will be handled as provided by Texas Property Code §§ 92.351–92.355.
- The first Applicant to complete and submit the Application and all Application fees, pass the verification process, and pay all required deposits will be accepted. Applications are processed in the order received.
- Notifications of acceptance or denial will be made by email to the email address provided on your Application. If an application is denied, conditionally approved, or approved on different terms (for example, a higher deposit or a required Guarantor) based in whole or in part on information in a consumer report, Landlord will provide an

adverse action notice as required by the federal Fair Credit Reporting Act (15 U.S.C. § 1681m). The notice will include the name, address, and telephone number of the consumer reporting agency that furnished the report; a statement that the agency did not make the decision and cannot explain it; notice of your right to obtain a free copy of your report from that agency within 60 days; and notice of your right to dispute the accuracy or completeness of the report with the agency. If a credit score was used, the score and key factors will also be disclosed.

Equal Housing Opportunity

- Landlord and Landlord's agents are committed to providing equal housing opportunities to all Applicants. Landlord does not discriminate on the basis of race, color, religion, sex, national origin, familial status, or disability (federal Fair Housing Act, 42 U.S.C. § 3604; Texas Fair Housing Act, Texas Property Code, Chapter 301), nor on the basis of age, sexual orientation, or gender identity (City of Denton Non-Discrimination Ordinance), or any other class protected under applicable federal, state, or local law.
- Landlord will make reasonable accommodations in its rules, policies, practices, and services, and will permit reasonable modifications to the premises, when necessary to afford a person with a disability equal opportunity to use and enjoy a dwelling (42 U.S.C. § 3604(f)(3); 24 C.F.R. §§ 100.203–100.204). Requests may be made at any stage of the application or tenancy.
- Applicants who believe they have experienced housing discrimination may contact the U.S. Department of Housing and Urban Development (HUD) or the Texas Workforce Commission Civil Rights Division.

Website

Home details on Landlord's website or 3rd-party websites are offered for illustrative purposes only. Actual home details may vary. Applicant should verify all information and property condition before lease execution.

RESIDENT QUALIFICATION CRITERIA

Occupancy Guidelines

- The maximum occupancy is two (2) persons per bedroom plus one (1). This standard is applied consistently to all households, in a manner consistent with the familial status protections of the Fair Housing Act and Texas Property Code § 92.010.

Age

- Applicants must be 18 years of age or older, unless emancipated or otherwise deemed an adult under applicable law.

Credit

- A credit report, background check, or substantially similar consumer report will be obtained on all Applicants to verify creditworthiness using NTN® (National Tenant Network). By submitting an application, Applicant authorizes Landlord to obtain these reports.
- Applicant may be denied, or may be required to provide a Guarantor or an additional deposit, if a credit score cannot be obtained.
- Open bankruptcies will result in an automatic denial of your application.
- Some credit results may require further verification.

Income

- The combined gross household income must be a minimum of three (3) times the monthly rent.
- If a household has more than three (3) Applicants, Landlord will use **only** the two (2) highest incomes in calculating the combined household income.
- Employed Applicants will be asked to produce pay stubs for the past four (4) consecutive weeks or three (3) months. In some cases, Landlord may accept an employment offer letter from the employer.
- All lawful, verifiable sources of income will be considered. Examples include Social Security, child support, disability benefits, retirement income, and bank statements. Applicant must provide three (3) consecutive months of bank statements if an additional source of income cannot be confirmed from its source.
- Applicants starting a new job may be required to provide an Offer Letter on employer letterhead confirming start date and compensation terms.
- In instances where sufficient income requirements cannot be met, Landlord may elect to accept pre-paid rent or a Guarantor.
- Some income results may require further verification.

Guarantor

- A Guarantor must submit an application and pay a non-refundable application fee, if applicable.
- Landlord allows only one Guarantor per household.
- A Guarantor is subject to the same qualification requirements as an Applicant but must have an income of at least four (4) times the monthly rent.

- A Guarantor will be required to sign the lease or a separate guaranty agreement.

Rental History

- Previous rental history will be reviewed and negative rental history may result in denial. Negative rental history includes: failure to pay rent timely; evictions filed within the past three (3) years; damages in amounts exceeding $1,000; repeated lease violations or disturbances; or prior management references describing drug dealing or manufacturing, gambling, or prostitution on the premises.
- Incidents that occurred because the Applicant was a victim of family violence, sexual assault, sexual abuse, or stalking will not be counted as negative rental history (Texas Property Code §§ 92.016 and 92.0161; and, where applicable, the Violence Against Women Act, 34 U.S.C. § 12491).
- Prior evictions may result in an automatic denial of your application.
- Applicant may be denied for an outstanding debt or judgment owed to any prior landlord.

Criminal History

- A criminal background check will be completed for each Applicant.
- Landlord does not use a blanket ban on Applicants with criminal records. In evaluating an Applicant's criminal history, Landlord will conduct an individualized assessment of the risk to persons or property posed by the Applicant that considers: (1) the type of offense; (2) the severity of the offense; (3) the facts or circumstances surrounding the offense; (4) the length of time that has passed since the offense; (5) the age of the Applicant at the time of the offense; and (6) evidence of rehabilitation.
- Consistent with 42 U.S.C. § 3607(b)(4), a conviction for the illegal manufacture or distribution of a controlled substance will result in an automatic denial of the application.
- Landlord will not deny an Applicant solely on the basis of an arrest that did not result in a conviction, a pending charge, or a record that has been expunged or sealed by an order of nondisclosure.
- Denied Applicants may petition Landlord for reconsideration by providing additional information (such as evidence of mitigating circumstances or rehabilitation) to assist Landlord in its review of criminal history.

Pets

- Up to two (2) approved pets are welcome per home.
- Pets exceeding 50 pounds are not permitted without Landlord's prior written approval. Certain dog breeds are not permitted, including Pit Bulls, Staffordshire Terriers, Rottweilers, German Shepherds, Chow Chows, Doberman Pinschers, Akitas, Wolf-hybrids, etc., and any mix containing one of these breeds.
- A $300 refundable pet deposit per apartment, plus $25 per month pet rent per pet.
- Assistance animals (service animals and support animals) for persons with disabilities are not pets. They are not subject to the pet limits, weight limits, breed restrictions, pet fees, pet rent, or pet deposits above. A resident who needs an assistance animal should submit a reasonable-accommodation request to Landlord; where the disability or the disability-related need for the animal is not obvious or already known, Landlord may request reliable supporting information as permitted by the Fair Housing Act (42 U.S.C. §

3604(f)(3)(B); 24 C.F.R. § 100.204) and, for service animals, Texas Human Resources Code § 121.003. Landlord will respond to requests promptly. Residents remain responsible for the animal's conduct and for any damage it causes.

- Livestock, poisonous animals, and exotic animals are not permitted.
- Aquariums may be permitted, subject to a 20-gallon maximum, only with Landlord's prior written approval.

Vehicles and Parking

- No more than two (2) vehicles are permitted per home.
- All vehicles must park in the parking lot in designated areas. Numbered reserved spaces are available for an additional monthly fee under the Reserved Parking Addendum attached to this document: reserved covered carport spaces are $50.00 per month, and reserved uncovered spaces are $20.00 per month. Residents, household members, and guests may not park in a reserved space assigned to another household.
- Vehicles must be operational and have current registration. Landlord will request only the make, model, color, year, license plate number, and state of registration for each vehicle.
- Boats and trailers are not allowed without Landlord's prior written approval.
- A copy of Landlord's parking and towing rules is provided to every Resident before lease signing, and Resident's signed acknowledgment is attached to or incorporated into the lease, as required by Texas Property Code § 92.0131. Unauthorized or improperly parked vehicles may be towed at the vehicle owner's expense in accordance with the Texas Towing and Booting Act (Texas Occupations Code, Chapter 2308) and posted signage.

Renter's Insurance

- Landlord recommends that residents obtain renter's insurance for casualties such as fire, flood, water damage, theft, and general liability. Renter's insurance should have a minimum of $100,000 of liability coverage with Landlord identified as an Additional Insured (or other appropriate designation as available).
- Renter's insurance protects your assets; Landlord's insurance does not cover a resident's personal property.

Acknowledgment of Receipt of Tenant Selection Criteria

Signing this acknowledgment indicates that you have had the opportunity to review the landlord's tenant selection criteria. The tenant selection criteria may include factors such as criminal history, credit history, current income, and rental 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.

(Texas Property Code § 92.3515)

Applicant Signature	Printed Name	Date
Applicant Signature	Printed Name	Date

Welcome to Red Oak on A, Apartment Homes

RED OAK ON A, APARTMENT HOMES
RESERVED PARKING ADDENDUM

Resident(s):		**Apartment #:**	
Reserved Space #:		**Effective Date:**	
Space Type:	☐ Covered carport: $50.00/month	☐ Uncovered: $20.00/month	
Monthly Parking Fee:	$	**Vehicle (year/make/model/color):**	
License Plate / State:			

This Reserved Parking Addendum ("Addendum") supplements the residential lease for Red Oak on A, Apartment Homes ("Red Oak"). It forms part of Red Oak's parking rules provided to Resident under Texas Property Code § 92.0131. By signing below, Resident agrees to the following terms:

1. Assignment and Fee. Red Oak assigns Resident the numbered reserved parking space identified above. The monthly parking fee depends on the space type checked above: $50.00 per month for a reserved covered carport space, or $20.00 per month for a reserved uncovered space. The parking fee is separate from base rent and is due with the monthly charges shown in the Resident ledger. Any approved partial first month may be prorated by management.

2. Authorized Use. The assigned space is reserved for Resident and the authorized vehicle(s) registered with management. Resident must promptly report any change in vehicle or license plate. Resident may not sublease, transfer, loan, trade, or permit another household to use the space without management approval.

3. Other Reserved Spaces. Resident, household members, and guests may not park in another numbered reserved space, whether covered or uncovered. Resident is responsible for informing guests where they may park. One reserved-space agreement does not create a right to use any other reserved space.

4. Enforcement. Unauthorized vehicles occupying reserved spaces may be warned, cited, or towed when permitted by the lease, this Addendum, Red Oak parking rules, and applicable Texas law, including the Texas Towing and Booting Act (Texas Occupations Code, Chapter 2308) and Texas Property Code § 92.0131. Residents and guests must follow posted parking and towing signs. Residents should report an occupied reserved space to Red Oak management and should not independently order a tow unless management has expressly authorized that procedure.

5. Vehicle Condition and Property Rules. Only vehicles permitted under the residential lease and Red Oak parking rules may use the space. The space may not be used for storage, vehicle repair, hazardous activity, or any purpose other than authorized parking without written management approval.

6. Risk and Liability. The parking fee provides the right to use the assigned space; it does not make Red Oak an insurer of the vehicle or its contents. A covered carport space does not guarantee protection from weather, hail, or other damage. To the extent permitted by law and the residential lease, Red Oak is not responsible for theft, vandalism, weather or hail damage, falling objects, collision, or loss involving a parked vehicle, except where liability cannot legally be waived.

7. Term and Termination. This parking privilege begins on the effective date above and continues until ended in accordance with the residential lease, this Addendum, or a written agreement with management. The parking privilege normally ends when the residential lease ends. Resident remains responsible for parking charges through the effective termination date.

8. Changes to Parking Rules. Red Oak may change its parking or towing rules during the lease term only as permitted by Texas Property Code § 92.0131: changes must be reasonable, apply to all tenants, and be based on necessity, safety or security, reasonable construction needs, or respect for other residents' parking rights, and will take effect no sooner than 14 days after written notice is delivered to Resident (unless Resident agrees in writing, or sooner in a construction or utility emergency).

9. Incorporation. All other terms of the residential lease remain in effect. If a conflict exists, applicable law controls. This Addendum should be read together with Red Oak parking rules and posted towing notices.

ACKNOWLEDGMENT: Resident acknowledges the assigned space and space type; the monthly fee for that space type ($50.00 for a reserved covered carport space or $20.00 for a reserved uncovered space); the vehicle information; and the parking and enforcement terms above; acknowledges receipt of a copy of Red Oak's parking and towing rules before signing the lease (Texas Property Code § 92.0131); and agrees to comply with this Addendum.

Resident Signature	Date	Resident Signature	Date
Red Oak Representative	Date		

Management Use: Buildium charge entered: Yes / No Vehicle verified: Yes / No Addendum filed: Yes / No

Space type verified: Covered carport ($50.00) / Uncovered ($20.00)

Legal References

The criteria and addendum above are based on the following federal, Texas, and City of Denton laws. Links are provided for Applicants' reference; statutes may be amended, and the current official text controls.

- Texas Property Code § 92.3515 – Notice of Eligibility Requirements (tenant selection criteria and required acknowledgment)
- Texas Property Code §§ 92.351–92.355 – Rental Application Deposits and Fees
- Texas Property Code § 92.010 – Occupancy Limits
- Texas Property Code § 92.0131 – Notice Regarding Vehicle Towing or Parking Rules or Policies
- Texas Property Code §§ 92.016–92.0161 – Rights of Tenants Who Are Victims of Family Violence, Sexual Assault, or Stalking
- Texas Property Code, Chapter 301 – Texas Fair Housing Act
- Texas Occupations Code, Chapter 2308 – Texas Towing and Booting Act
- Texas Human Resources Code § 121.003 – Rights of Persons with Disabilities (service animals)
- Texas Family Code, Chapter 31 – Removal of Disabilities of Minority (emancipation)
- City of Denton Non-Discrimination Ordinance (effective July 20, 2022)
- Federal Fair Housing Act, 42 U.S.C. § 3604 – Discrimination in the Sale or Rental of Housing
- Federal Fair Housing Act, 42 U.S.C. § 3607(b)(4) – Controlled-substance conviction exemption
- 24 C.F.R. § 100.204 – Reasonable Accommodations (assistance animals)
- Fair Credit Reporting Act, 15 U.S.C. § 1681m – Requirements on Users of Consumer Reports (adverse action notices)
- FTC: Using Consumer Reports – What Landlords Need to Know
- Violence Against Women Act housing protections, 34 U.S.C. § 12491
- HUD Office of Fair Housing and Equal Opportunity
- Texas Workforce Commission Civil Rights Division – Housing Discrimination

Note: Several HUD fair-housing guidance documents (including the 2020 assistance-animal guidance and the 2022 criminal-records guidance) were withdrawn by HUD in September 2025. The statutes and regulations listed above remain in effect and are the authorities relied upon in this document.