

APPLICATION AND BACKGROUND CHECK PROCEDURE

All persons 18 and over must apply for residency at Harston Woods Manufactured Home Community. They must fall into one of the categories listed below, fill out an application, and submit a \$55.00 non-refundable application fee. Persons applying for Occupancy **only** will only have a background check done.

Persons applying for Residency and Financial responsibility will have a background check and a credit check done which will be used as part of the process to determine if there is sufficient income to support site rent and utility charges as well as using it to calculate overall Debt To Income ratio (DTI) with a maximum of 42% and Housing ratio with a maximum of 28%.

_____ Persons who are purchasing a home for sale by owner, listed through a Realtor, or a Broker must provide purchase agreement by producing a copy of the sales contract, method of payment, and terms of the home sale. It must include purchase price & monthly payment amount including taxes & insurance. If purchasing a home for cash, must provide account showing proof of funds for cash payment. (The home **must not** close until residency has been approved)

_____ Persons who are applying to move into an existing homeowner's home must have a letter from the homeowner, requesting that an application be run for residency.

_____ Persons, who are buying a home through KCWS Homes LLC, must also make application for residency in Harston Woods by submitting the application for approval along with their loan application. (such as a loan for a new home or an assumption) If purchasing a home for cash, must provide account showing proof of funds for cash payment. **If applying for a loan through an outside lender, you must also turn in your application for Residency at Harston Woods at the same time.**

***We will run your application for residency approval, however, we will not deposit your application fee until you have received an approval for a loan on the home via outside lender or KC Lending, our in house financing. If you are unable to obtain an approval for a loan, we will return your application fee within a 30 day time frame. If you are approved for a loan, we will deposit your application fee even if you determine not to finalize your purchase.**

_____ Persons who are bringing in a home from a retail dealer and placing on a vacant lot must submit an application for residency for approval. This approval process must also include the information about the home loan payment so ratios can be calculated for sufficient income to support site rent and utility charges.

ADDITIONALLY PLEASE PROVIDE THE ITEM(S) LISTED BELOW

_____ Signed Resident Selection Criteria form

_____ Completed Application Form

_____ \$55.00 for each person 18 and over applying to live in the home TOTAL DUE \$ _____ **Make check/money order payable to Harston Woods**

_____ Copy of Social Security Card for each applicant

_____ Copy of Driver's License for each applicant (or picture ID)

_____ At least two copies of Paycheck stubs (last two current ones) Also proof of any additional income listed

_____ W-2 for year(s) _____ and _____

_____ Last two recent bank statements

_____ Proof of Funds for Cash Payment of Home Purchase (if applicable)

_____ Signed Consumer Consent & Information Notice for Electronic Signatures

**RESIDENCY APPLICATION
For Harston MHC, L.P.
and KCWS Homes, LLC**

Be filled in by KC Lending, L. P. when used as a loan application
Residential Mortgage Loan Originator RMLO _____
NMLS IDENTIFIER: _____ **APPLICATION RECEIVED:** _____

COMPLETED BY KCWS Homes, LLC	Community name Harston Woods		An all-ages community		Contact	Phone (w/area code)	Date
	Site Address		Site #	City	State	Zip	Lot rent (w/o concessions) \$ _____ per mo.
	Type of application: <input type="checkbox"/> Residency only <input type="checkbox"/> Residency and home loan <input type="checkbox"/> Home loan only		Source of home: <input type="checkbox"/> Inventory <input type="checkbox"/> Brokered <input type="checkbox"/> Retail Partner <input type="checkbox"/> Private/Other		Home use: <input type="checkbox"/> Primary residence <input type="checkbox"/> Secondary residence <input type="checkbox"/> Other: _____		

For "Residency only" application, indicate source of home financing: Cash _____ Private move-in
(include copy of loan approval)

APPLICANT INFORMATION **CO-APPLICANT INFORMATION**
A Co-Applicant must complete this application when (a) applying for joint credit; (b) the income or assets of a person other than the Applicant is to be used as basis toward qualification; or (c) the Applicant or their spouse lives in, or the property is located in, a community property state (AZ, CA, ID, LA, NM, NV, TX, WA, WI)

Name (Last, First Middle)		Social Security Number	Name (Last, First Middle)		Social Security Number
Date of birth	<input type="checkbox"/> Married <input type="checkbox"/> Unmarried <input type="checkbox"/> Separated		Date of birth	<input type="checkbox"/> Married <input type="checkbox"/> Unmarried <input type="checkbox"/> Separated	
Dependents other than any listed by Co-applicant	Number	Ages	Dependents other than any listed by Applicant	Number	Ages
E-mail address	Applicant Phone (w/area code)		E-mail address	Co-Applicant Phone (w/area code)	

APPLICANT'S ADDRESS HISTORY **CO-APPLICANT'S ADDRESS HISTORY**

Current Address			Owner Phone if Renting	Current Address			Owner Phone if Renting
City	State	Zip		City	State	Zip	
Residency Status <input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Relative <input type="checkbox"/> Other				Residency Status <input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Relative <input type="checkbox"/> Other			
How long at this address?		IF LESS THAN TWO (2) YEARS, LIST FORMER ADDRESS BELOW:		How long at this address?		IF LESS THAN TWO (2) YEARS, LIST FORMER ADDRESS BELOW:	
_____ yrs _____ mos				_____ yrs _____ mos			
Former Address				Former Address			
City	State	Zip		City	State	Zip	
Residency Status <input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Relative <input type="checkbox"/> Other			How long?	Residency Status <input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Relative <input type="checkbox"/> Other			How long?
_____ yrs _____ mos				_____ yrs _____ mos			

APPLICANT'S EMPLOYMENT HISTORY **CO-APPLICANT'S EMPLOYMENT HISTORY**

Current employer		Hire Date	Current employer		Hire Date
City/State		Phone (w/area code)	City/State		Phone (w/area code)
Position	Gross income		Position	Gross income	
	\$ _____ per mo.			\$ _____ per mo.	
If less than two years with current employer, list former employer:			If less than two years with current employer, list former employer:		
Employer	Employed (mo/yr)		Employer	Employed (mo/yr)	
	From To			From To	
City/State		Phone (w/area code)	City/State		Phone (w/area code)
Position	Gross income		Position	Gross income	
	\$ _____ per mo.			\$ _____ per mo.	

APPLICANT'S OTHER INCOME **CO-APPLICANT'S OTHER INCOME**

Notice: Income from alimony, child support, maintenance, and public support payments need not be revealed if you do not wish to have them considered as a basis for paying this obligation.

Monthly amount	Source	Monthly amount	Source
\$ _____		\$ _____	
Monthly amount	Source	Monthly amount	Source
\$ _____		\$ _____	

	Applicant	Co-Applicant
Has either of you filed bankruptcy in the last seven (7) years?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has either of you had any judgements, repossessions, garnishments, or legal proceedings filed against you in the last seven (7) years?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has either of you ever been convicted of a felony?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has either of you applied for credit under a different name?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Please explain any "YES" answers in the "Additional Comments" section on page 2.

Applicant's initials: _____

Co-applicant's initials: _____

Applicant's name: _____

Co-applicant's name: _____

CREDIT REFERENCES AND OUTSTANDING OBLIGATIONS

Include current rent or mortgage information as well as automobile/vehicle loans and credit cards.

Name of creditor	Phone	Acct #	Loan amt.	Balance	Mo. Pmt.
Current landlord/mortgage company					

ASSET INFORMATION

Name of Bank/Investment Co.	Phone	Acct #	Account Type	Cash Balance
			<input type="checkbox"/> Ckng <input type="checkbox"/> Svng <input type="checkbox"/> Invst	
			<input type="checkbox"/> Ckng <input type="checkbox"/> Svng <input type="checkbox"/> Invst	
			<input type="checkbox"/> Ckng <input type="checkbox"/> Svng <input type="checkbox"/> Invst	

HOME INFORMATION

Year	Make	Model	Serial #	Size	Lienholder
				X	

OTHER OCCUPANTS OF HOME

Name	Date of Birth	Relationship	Animal/Breed	Weight	License #

PET INFORMATION

EMERGENCY CONTACT INFORMATION

Name	Address	Yr	Make	Model	License #
Day phone (w/area code)	Evening phone (w/area code)	Relationship			

VEHICLE INFORMATION

List all cars, trucks, RVs, boats, trailers, etc.

ADDITIONAL COMMENTS

I/we hereby declare that all statements made in this application are true and correct. I/we are applying for residence in the Community named above and/or I/we are applying for a loan from the Creditor named above to finance or refinance the purchase of the manufactured home described herein. I/we hereby authorize KCWS Homes, LLC to obtain a consumer report, and any other information it deems necessary, for the purpose of evaluating my/our application. I/we agree that verification or reverification of any information contained in this application may be made at any time by the Creditor or Community either directly or through a credit reporting agency. I/we understand that such information may include, but is not limited to, credit history, civil and criminal information, records of arrest, rental history, employment/salary details, vehicle records, licensing records, and/or any other information. I/we hereby expressly release KCWS Homes, LLC and any procurer or furnisher of such information, from any liability whatsoever in the use, procurement, or furnishing of such information, and understand that my/our application information may be provided to various local, state and/or federal government agencies, including without limitation, various law enforcement agencies. I/we authorize Community and Creditor to provide a photocopy of this application to others to prove my/our authorization for the release of information by others. I/we authorize the Creditor to release any of the information that I/we provided concerning this application to investors who may purchase my/our loan from the creditor. The Creditor and/or Community will rely on the information contained in this application; I/we agree to update the information if any material facts change prior to closing or occupancy. I/we authorize the Creditor and/or Community to release to third parties any information necessary to monitor the status of the insurance sold to me on my Property. The Creditor, Community, and/or one of their affiliates may earn a commission in connection with any insurance sold to me/us to the extent permitted by law. This application is not a contract, lease, or a homesite reservation and gives me/us no rights of tenancy.

Applicant's signature _____

Date _____

Co-applicant's signature _____

Date _____

EQUAL CREDIT OPPORTUNITY DISCLOSURE

NOTICE: You have the right to a copy of the appraisal report used in connection with your application for credit, for a cost. If you wish to receive a copy, please write to KCWS Homes, LLC; 9606 N. Mopac Expressway, Suite 500, Austin, TX 78759. We must hear from you no later than 90 days after we notify you about the action taken on your credit application or you withdraw your application.



Harston Woods

A PREMIER LIFESTYLE COMMUNITY

RESIDENT SELECTION CRITERIA

The following items are used for processing an application for residency at Harston MHC, LP.

- (1) criminal history
- (2) previous rental history
- (3) current income
- (4) credit history
- (5) failure to provide accurate or complete information on the application form can be grounds for denial

Signing this acknowledgment indicates that you have had the opportunity to review the landlord's resident selection criteria. The resident 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.

Signature of applicant: _____

Signature of applicant: _____

Date: _____

Signature of Harston Woods Representative: _____

Revised 01 26 2022

817-355-5082

harston@cwscommunities.com

www.HarstonWoods.com

10920 Harston Woods Dr. Euless, TX 76040



**CONSUMER CONSENT AND INFORMATION NOTICE FOR
Harston MHC, LP. Staff: KCWS HOMES, LLC. Staff: KC LENDING. LP. Staff**

Dear Applicant,

- (i) You have the following right or option to have the record provided or made available on paper or in nonelectronic form, (please indicate electronic or paper) _____;
- (ii) You may withdraw your consent to have the record provided or made available in an electronic form.
- a. If you choose to withdraw consent the following conditions, consequences, may occur:
- i. termination of the parties' relationship,
- ii. fees in the amount of \$_____ in the event of such withdrawal
- iii. Other: You agree to allow KCWS Homes LLC staff and/or Harston MHC, LP staff use their fax, scanner and/or computer to fax or scan and then email on the applicant's behalf to KC Lending, LP., the completed application and all applicable documentation to begin underwriting of the application.
- (iii) Consent applies:
- a. only to the particular transaction which gave rise to the obligation to provide the record, or
- b. to the following identified categories of records that may be provided or made available during the course of the parties' relationship
- i. Notices
- ii. Disclosures
- iii. Leases
- iv. Contracts
- v. Rules
- vi. Other: Application, disclosures, processing documentation from you, retail installment loan documents as required by KC Lending LP. and/or Harston MHC, LP
- (iv) The procedures the Consumer must use to withdraw consent as provided in clause (i) and to update information needed to contact the consumer electronically are as follows: Notify in writing via, email or written letter to sales manager at KCWS Homes LLC
- a. Consumer rights after consent, the Consumer may, upon request, obtain a paper copy of an electronic record, and a fee will, will not be charged for such copy in the amount of \$0.00.

Hardware and Software Requirements

The following are the hardware and software requirements for access to and retention of the electronic records : Windows 10 or higher, Max OS 10 and higher, Microsoft Edge, Google, Safari, Internet Explorer.

Acknowledgement of Notices and Disclosures

Consumer signature: _____

Date: _____

Consent and Post-Consent Notices:

To consent, following acknowledgement of notices and disclosures, Consumer must consent electronically, or confirms his or her consent electronically, in a manner that reasonably demonstrates that the consumer can access information in the electronic form that will be used to provide the information that is the subject of the consent.

Consent in the manner described above can be in the form of:

- 1) Email;
- 2) Text Message;
- 3) Online website or application;
- 4) Phone based app or application;
- 5) Software used to capture and secure electronic signatures;
- 6) Other: _____

After the consent of a Consumer, if a change in the hardware or software requirements needed to access or retain electronic records creates a material risk that Consumer will not be able to access or retain a subsequent electronic record that was the subject of the consent, the person providing the electronic record will—

Provide Consumer with a statement of:

(I) the revised hardware and software requirements for access to and retention of the electronic records, and

(II) the right to withdraw consent without the imposition of any fees for such withdrawal and without the imposition of any condition or consequence that was not disclosed in the Prior Consent Consumer Disclosures

This document is per the Electronic Signatures in Global and National Commerce Act (E-Sign Act) (15 U.S.C. 7001 et seq.) & Texas' Uniform Electronic Transactions Act, Chapter 322, Business and Commerce Code. Prior Consent Consumer Disclosures; Notice of Paper Records

Revised 1.20.22

Texas Department of Housing and Community Affairs

MANUFACTURED HOUSING DIVISION

P. O. BOX 12489 Austin, Texas 78711-2489
(877) 313-3023, (512) 475-2200, FAX-(512) 475-3506
Internet Address: www.tdhca.state.tx.us/mh/index.htm

Consumer Disclosure Statement and Formaldehyde Notice

Ownership of ANY home brings many responsibilities. Buying a manufactured home involves many important and unique considerations. This disclosure is to assist you in recognizing and understanding many of those factors. Please read it carefully.

STATE OF TEXAS REGULATIONS AND OVERSIGHT: The Texas Department of Housing and Community Affairs, Manufactured Housing Division (the “Department”) regulates all aspects of the construction, sales, and installation of manufactured homes in Texas.

LOOK FOR PROOF OF LICENSE: Your properly licensed home retailer should display, or be willing to show you, its license in its sales office. Consumer to consumer home sales do not require a state license.

FEDERALLY REGULATED BUILDING CONSTRUCTION CODE: All manufactured homes are built to the federal Department of Housing and Urban Development (HUD) home construction code. For more on this code go to <https://www.ecfr.gov/current/title-24/subtitle-B/chapter-XX/part-3280>

HOME WARRANTIES: HUD and the Department require manufacturers, retailers and installers to give certain warranties on manufactured homes. The type of warranties you receive will depend on whether you are purchasing a new or used manufactured home. You will receive required warranties before entering into a purchase contract. You will receive a one year warranty from your retailer and your manufacturer when you purchase a new manufactured home. You will receive a 60 day habitability warranty when you purchase a used manufactured home. There is a two year warranty for the installation of a manufactured home, whether the home is new or used.

INSTALLATION STATE INSPECTIONS: Home installations are inspected by Department inspectors. Passing the state inspection ensures that the home was properly installed in accordance with federal and state requirements. **All licensed home installations are reported to the Department and consumers are strongly encouraged to allow state inspectors to inspect their home installations.**

PROPER SITE PREPARATION IS ESSENTIAL TO HOME PERFORMANCE: The installer is responsible for proper preparation of the site where a new home is to be installed and will follow state and federal requirements. A consumer is responsible for proper preparation of the site where a used manufactured home is to be installed.

THE MANUFACTURED HOMEOWNER CONSUMER CLAIMS PROGRAM: The Manufactured Homeowner Consumer Claims Program (Claims Program) shall be used to compensate a consumer who sustains actual damages resulting from an unsatisfied claim against a licensee if the unsatisfied claim results from a violation of certain laws. The consumer must file their claim with the Department within two years of the violation or discovery of the violation. To learn more about the Claims Program, check the Department’s website.

FINANCIAL CONSIDERATIONS

DEPOSITS AND REFUNDS: You may be required by a home retailer to place a deposit on a home to reserve the home or prevent it from being sold to another buyer for a period of time. The amount of the deposit is determined, and can be negotiated, between you and your retailer. The deposit becomes a down payment when you sign a purchase contract. You have the right to demand a refund of the deposit at any time before signing the final sales purchase contract. You must issue a **written request** for your refund to the retailer; who shall return your deposit within 15 days.

POSSIBLE RETENTION OF SOME OF DEPOSIT: A retailer may keep up to 5% of the price if the home is not bought out of the existing inventory on the lot and has to be special ordered from a factory to be built to the consumer's specifications. If the home conforms to the specifications of the consumer, the consumer refuses to accept delivery and installation of the home by the retailer, and the consumer was given conspicuous written notice of the requirements for retaining the deposit, then a retailer may keep up to 5% of the estimated cash price of the home. In addition to the possible 5% retention above, a retailer may also deduct from your deposit costs incurred to arrange for services that are performed by an appraiser of real property or a title company in connection with real property that will be included in the purchase or when real property is pledged by you as collateral for the purchase of the manufactured home. The retailer must provide notice of this possible retention before arranging the work, and an itemized list of costs after the work is performed.

RIGHT OF RESCISSION: Once you sign the final sales purchase contract your deposit becomes a down payment for the purchase of your manufactured home. From the date of signature you have 3-days to exercise your right to rescind the contract. If the contract is timely rescinded in writing your down payment should be returned to you within 15 days. You may, not later than the third day, rescind the contract **in writing** without penalty or charge. The right to rescind may be modified or waived only if you have a bona fide emergency (see Department website for more information).

FINANCING YOUR HOME PURCHASE: Your home can be financed as personal property (secured by the home only) or, if you own the land the home is on (or have a qualifying long-term lease on the land) as real property (secured by the home and the land). Consumers should shop multiple lenders to find their best terms and options.

TAXES AND INSURANCE: Most lenders will require escrow of taxes and insurance. If you do not have a lender because you paid cash for your home, you should be prepared for annual property taxes and should determine if you want insurance. Unless the home is converted to real property, you will receive a separate tax bill each year for your home.

UTILITY CONNECTIONS: Consumers are responsible to confirm and obtain, if needed, water, wastewater (septic if necessary) and utilities access to the home. Obtaining water, wastewater, and other utilities often incurs additional costs, contractors, permits and dealing with local governments.

LOCAL RESTRICTIONS AND REQUIREMENTS (ZONING): Depending on where a home is to be located it may be subject to special local requirements, including zoning and deed restrictions. These local requirements may affect where the home can be placed and may also involve other related requirements and expenses. A consumer is responsible to contact the local municipality, county, and subdivision to find out what, if any, requirements of this sort may apply to any site where you are going to place a home. It should also be noted if you purchase a Windzone I manufactured home it may not be placed in a Windzone II county that is found along the gulf coast.

FACTORS IMPACTING MONTHLY FINANCES:

- Your Loan Payments
- Adjustable Rate Loans
- Property Taxes
- Insurance
- Utilities and Water
- Lot Rent (if applicable)
- Homeowners Association Dues (if applicable)
- Maintenance and Upkeep Necessary for your Manufactured Home.

FORMALDEHYDE NOTICE:


Presence of levels of formaldehyde can be emitted in materials used in home construction. Reduced ventilation resulting from energy efficiency standards, increased temperature, or high humidity may allow air contaminants to accumulate, including levels of formaldehyde. Additional ventilation and air conditioning systems can be used to control indoor temperature, humidity, and ventilation. If you have questions on the health effect of formaldehyde or other air contaminants that might occur as part of home construction, consult your doctor or local health department before purchasing a home. This notice satisfies the Texas requirements of Sections 1201.153 & 1201.154, Occupations Code.

This Disclosure was provided to me/us by the retailer and/or lender shown below on this date. It was provided to me/us before I/we completed a credit application (if a financed transaction), or before I/we signed a contract to purchase or exchange a manufactured home.

DATE

RETAILER or LENDER

LICENSE NUMBER (if a retailer)

 _____
CUSTOMER signature

CUSTOMER signature

CUSTOMER printed name

CUSTOMER printed name

Date: _____

Date: _____