

The Commons at Little Bark Creek A 55 Years of Age and Over Community

750 Robin Lane, Fremont, Ohio 43420

Ph: 419-355-9638 Fax: 419-355-9639

Email: littlebarkcreek@kittleproperties.com

Website: apartmentfremont.com

APPLICATION PACKET

\$12.00 application fee per adult, paid electronically through Aptexx when processing application.

PLEASE Complete your documentation in "BLACK INK ONLY!"

Items Required for Qualification:

- Adult Applicants need: **Photo ID and SS Card or Tax ID Card**
- Current Year Social Security Proof of Income, All pages.
Must be Dated within the last 120 Days
- Proof of Pensions and Annuities
- Student Status form regardless of age or ability for all members over 18 years of age.
- Proof of Income: Employment verification form with name and address or a non-employed affidavit if not working.

Income and Rent Requirements

- Maximum Gross Income limit for 1 Person is \$36,780 before Deductions
- Maximum Gross Income limit for 2 Persons is \$42,000 before Deductions
- **Kittle Property Groups policy is that you must be able to pay 2x times the rent as income to be qualified for renting.**
(Example; if Rent for a 2 Bedroom is \$935.00 per month, your income must be at least \$1,402.50 per month) $\$935.00 \times 1.5 = \$1,402.50$
Minimum Deposit is \$250-No Conditions, \$500.00-Conditional

This property is governed by Sec.42 of the IRS code and Ohio Housing Finance Agency.

WE DO NOT OFFER SUBSIDY OR RENTAL RATES BASED ON MONTHLY INCOME.

Apartment Size Requesting: 1Bedroom 2 Bedroom 4 Bedroom

RENTAL APPLICATION – Commons at Little Bark Creek, LP

FOR OFFICE USE ONLY

NEW APPLICATION / INITIAL CERT

NEW APPLICATION ONLY

Was the application completed on site? Yes No

If the application was not completed on site, what method was the application received by the site staff?

By mail Hand Delivered Other _____

Application received by: _____ Interviewed by: _____

What apartment size is the applicant applying for? _____ Bedroom(s) Apartment assigned: _____

Household size? _____

Application fee: \$ _____

INITIAL INCOME ELIGIBILITY DETERMINATION

What is the Maximum Gross Income allowed for the household to be eligible? \$ _____

Based on the Gross Income information provided by the applicant(s), does the household qualify for the program type Yes No

RE-CERTIFICATION

*Please note, special arrangements will be made to assist individual(s) who complete this application if such a request is made. Do you require assistance? Yes _____ (please initial) No

Is the head of household or spouse/co-head disabled? Yes No (for program and unit size eligibility only)

I/We certify that the unit applied for will serve as the applicant's primary residence Yes No

THIS APPLICATION WILL BE REJECTED OR YOUR ELIGIBILITY MAY BE DELAYED IF THERE ARE ANY QUESTIONS NOT ANSWERED OR BOXES NOT CHECKED. USE "N/A" IF THE ANSWER IS NOT YES OR NO.

Are you currently receiving: Section 8 Voucher Other Federal Assistance _____

Please Print:

Today's Date: _____ Time: _____ Estimated Move-In Date: _____

Name: _____ Phone #: () _____

Address: _____ City: _____ State: _____ Zip: _____

Marital Status: Divorced Widowed Married Single Separated (HKP-107 form is required)

*If you answer yes that you require assistance, there should be only one type of handwriting on the application and questionnaire.



HOUSEHOLD COMPOSITION – List all persons that will occupy the unit

Full Name	Relationship to Head of Household	Gender	Social Security #	Full-Time Student	DOB	*Race	Ethnicity Hispanic/ Not Hispanic/ Decline to answer
	HOH	M / F		Y / N			H / NH / D
		M / F		Y / N			H / NH / D
		M / F		Y / N			H / NH / D
		M / F		Y / N			H / NH / D
		M / F		Y / N			H / NH / D
		M / F		Y / N			H / NH / D
		M / F		Y / N			H / NH / D
		M / F		Y / N			H / NH / D
		M / F		Y / N			H / NH / D
		M / F		Y / N			H / NH / D

*Race codes: **AI/AN** (American Indian/Alaskan Native), **A** (Asian), **B/AA** (Black/African American), **PI/NH** (Pacific Islander/Native Hawaiian), **W** (White), **D** (Decline to answer). You can select 1 or multiple codes

ELIGIBILITY INFORMATION

- 1) Yes No Are you or any adult member (18 or older) in the household employed?
If yes, provide the contact information of your employer below:
(If yes, HKP-201 form is required; if no, HKP-105 form is required)

Employer's Name: _____

Please list your previous employer:

Previous Employer's Name: _____

Dates Employed: _____ to _____

- 2) Yes No Are there any adult household members claiming zero income?
If yes, list name(s) _____
If yes, you must complete an HKP-104 form.

- 3) Yes No Does anyone not listed in the household composition section above plan to live with you in the next 12 months? If pregnant, please indicate approximate due date.
If yes, explain _____

- 4) Yes No Are there any absent household members who under normal conditions would live with you? If yes, explain _____

- 5) Yes No N/A Does an adult of this household have physical custody of every child listed on this application at least 50% of the time? Custody documentation may be required depending on the program type.



6) Yes No Does anyone in your household require a live-in care attendant? (HKP-114, 117, & 122 forms)
 If yes, who? _____. Provide the physician's name and contact information who will verify the need for an attendant:
 Physician's Name: _____
 Address: _____
 Phone #: _____ Fax #: _____

7) Yes No Has anyone in your household ever been evicted?
 If yes, explain: _____

8a) Yes No Have you or any household member ever been arrested or convicted of any criminal act other than traffic violation/citation?
 If yes, who? _____ When? _____
 Explain: _____

8b) Yes No Is any member of the household subject to Lifetime Sexual Offender Register?

9a) Yes No Does your household have or anticipate having any pets other than those used as a service animal?
 If yes:
 Type _____ Breed _____ Weight _____ Height _____ Color _____
 Type _____ Breed _____ Weight _____ Height _____ Color _____

9b) Yes No Do you have a service animal?
 If yes: Breed (for identification purposes only) _____ Color _____

10) Yes No Has anyone in your household filed for bankruptcy?
 If yes, was the bankruptcy discharged? Yes No If no, provide documentation from your attorney that no additional debt may be added.

E-mail address: _____ Alternative Phone #: () _____

Automobile Information:
 Vehicle #1 Make/Model _____ License Plate # _____
 Vehicle #2 Make/Model _____ License Plate # _____

EMERGENCY CONTACT INFORMATION

Please provide at least one emergency contact.
 In case of emergency, notify: _____ Relationship: _____
 Address: _____ City, State, Zip: _____
 Home/Cell Phone: () _____ Work Phone: () _____

In case of emergency, notify: _____ Relationship: _____
 Address: _____ City, State, Zip: _____
 Home/Cell Phone: () _____ Work Phone: () _____



Student Status

Part A

Is every household member a full-time student (adults and children)? Yes No

Have you or any member of the household attended school, or plan to attend school, for 5 calendar months during the calendar year (January 1 – December 31)? Yes No

If the answer is yes, list the name(s) of the household member(s) who attended school:

**If you answer “Yes” to either of the above questions, proceed to answering
“Part B” below.**

Defining “Student”

IRC §152(f)(2) defines, in part, a “student” as an individual, who during each of 5 calendar months during the calendar year [January 1 – December 31] in which the taxable year of the taxpayer begins, is a full-time student at an educational organization described in IRC §170(b)(1)(A)(ii) or is pursuing a full-time course of institutional on-farm training under the supervision of an accredited agent of an educational organization described in IR §170(b)(1)(A)(ii) or of a state or political subdivision of a state. Treas. Reg. §1.151-3(b) further provides that the five calendar months need not be consecutive.

Part B

**If you answer “No” to both questions above, DO NOT complete
any of the questions in this section**

- Are you receiving assistance under Title IV of the Social Security Act (AFDC/TANF)?
 Yes No
- Enrolled in a job training program receiving assistance through the Job Training Participation Act (JTPA) or other similar program? Yes No
- Married and/or eligible to file a joint tax return? Yes No
- I am a full-time student and I am not the dependent of another individual. My child is also a full-time student, but is claimed as a dependent on either my tax return or that of the other parent. (Copy of tax return is required and included.) Yes No
- At least one household member will be residing in the unit who is currently or has previously received foster care assistance. Yes No

- List one household member who IS NOT a full-time student. _____

Please note, there may be a state specific form that must be completed as well.



SIGNATURE CLAUSE

Each household 18 or older must sign/initial in the space provided acknowledging they have read the information below:

_____ I understand that management is relying on the information I provided in this application and all future required documentation to prove my household's eligibility for the Housing Credit Program and/or other affordable housing. I certify that all information and answers provided in this application and subsequent documentation are true and complete to the best of my knowledge. I consent to release the necessary information to determine my/family eligibility. I understand that providing false information or making false statements may be grounds for denial of my application. I also understand that such action may result in criminal penalties.

_____ I do hereby authorize Commons at Little Bark Creek, L, **their agent** and/or its staff or authorized representatives to contact any agencies, including city, county, state, federal agencies, past/present employers, local police departments, offices, credit bureaus, groups or organizations to obtain and verify any information or materials which are deemed necessary to complete my application for housing.

_____ I hereby certify that I will not maintain a separate subsidized rental unit in another location. I further certify that this will be my permanent residence.

_____ Furthermore, I hereby release and hold harmless any agent of Commons at Little Bark Creek, L, **their agent** and/or its staff, Credit Reporting Agencies, present and/or past employers, present and/or past residences, its officers and employers that shall provide information to Commons at Little Bark Creek, L, **their agent** and/or its staff upon request, from and against any and all claims, demands, suits or expenses arising from or related to the content, validity or handling of said reports.

_____ I authorize my consent to have management verify the information contained in this application for purposes of proving my eligibility for occupancy. I will provide all necessary information including source names, addresses, phone numbers, account numbers where applicable and any other information required for expediting this process. I understand that my occupancy is contingent on meeting management's resident selection criteria and the Housing Credit Program requirements. I understand that this form is only an application for residency and that the submission of this application does not reserve, nor in any way, guarantee a unit.

PENALTIES FOR MISUSING THIS CONSENT:

TITLE 18, SECTION 1001 OF THE U.S. CODE STATES THAT A PERSON IS GUILTY OF A FELONY FOR KNOWINGLY AND WILLINGLY MAKING FALSE OR FRAUDULENT STATEMENTS TO ANY DEPARTMENT OF THE UNITED STATES GOVERNMENT. HUD AND ANY OWNER (OR ANY EMPLOYEE OF HUD OR THE OWNER) MAY BE SUBJECT TO PENALTIES FOR UNAUTHORIZED DISCLOSURES OR IMPROPER USES OF INFORMATION COLLECTED BASED ON THE CONSENT FORM. USE OF THE INFORMATION COLLECTED BASED ON THIS VERIFICATION FORM IS RESTRICTED TO THE PURPOSES CITED ABOVE. ANY PERSON WHO KNOWINGLY OR WILLINGLY REQUESTS, OBTAINS, OR DISCLOSES ANY INFORMATION UNDER FALSE PRETENSES CONCERNING AN APPLICANT OR PARTICIPANT MAY BE SUBJECT TO A MISDEMEANOR AND FINED NOT MORE THAN \$5,000. ANY APPLICANT OR PARTICIPANT AFFECTED BY NEGLIGENT DISCLOSURE OF INFORMATION MAY BRING CIVIL ACTION FOR DAMAGES AND SEEK OTHER RELIEF, AS MAY BE APPROPRIATE, AGAINST THE OFFICER OR EMPLOYEE OF HUD OR THE OWNER RESPONSIBLE FOR THE UNAUTHORIZED DISCLOSURE OR IMPROPER USE. PENALTY PROVISIONS FOR MISUSING THE SOCIAL SECURITY NUMBER ARE CONTAINED IN THE SOCIAL SECURITY ACT AT 208 (A) (6), (7) AND (8). VIOLATIONS OF THESE PROVISIONS ARE CITED AS VIOLATIONS OF 42 USC 408 (A) (6), (7) AND (8).

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

We encourage and support the nation's affirmative housing program in which there are no barriers to obtaining housing because of race, color, religion, sex, national origin, disability or familial status.



By signing below, I acknowledge that I have received a copy of the **Notice of Occupancy Rights under Violence Against Women Act form HUD-5380 and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation form HUD-5382.**

Signature

Date



Clarification Record

Applicant/Resident Name: _____ **Date:** _____

Initial Certification **Date of Expected Move-In:** _____
 Recertification *(Annual or Interim)* **Effective Date:** _____

Means of Clarification:

Phone Conversation
 Person-to-Person Conversation
 Other: HOTMA Documentation
(Please state type)

Summary of Clarification Requested:

Per OHFA guidance in the Compliance & Training and Technical Assistance News Flash email, received on 1/31/2024, this clarification is to document that the Owner has implemented all of HOTMA final rules.

The tenant file certification was conducted using HOTMA final rules.

Signature of Employee: Patricia Hensley Digitally signed by: Patricia Hensley
DN: CN = Patricia Hensley OU = HKP, HKP Users, Indy Office
Date: 2024.01.31 13:52:37 -06'00'

Title: Vice President - Compliance **Date:** 01/31/2024



TENANT SELECTION CRITERIA

Effective 2/01/2026

Kittle Property Group, Inc. is an equal opportunity housing provider and prohibits discrimination based on race, color, religion, sex, national origin, handicap or familial status. Maximum rent and maximum income are adhered to as required by the State Finance Agency's (SFA) LIHTC Program. Kittle Property Group, Inc. (KPG) requires all applicants to meet the following criteria in order to qualify for leasing at our community. In accordance with the Violence Against Women Reauthorization Act (VAWA) of 2013 (reinstated 2022), this property will not deny admission, deny lease renewal, or evict on the basis that the applicant has been a victim of domestic violence, dating violence, sexual assault, or stalking. Specific contact information for this Development is located on Attachment 1.

Age:

One application must be completed per household, and each adult applicant, 18 years of age or over who will be residing in the apartment, must sign and date the application. The rental application must be completed in its entirety.

Property Special Preferences:

Some of our communities have been assigned special designations, which would include, but are not limited to, units set aside for homeless households, developmental or physical disability, seniors, and others. Please refer to **Attachment 2** (if applicable) for property-specific preferences.

Verification of Identity:

All applicants must show proof of valid government or state issued identification card and have a Social Security Number or provide an ITIN and must be eligible to reside in the United States for the next 12 months.

Occupancy Guidelines:

In determining initial eligibility, the maximum occupancy for each apartment is two people per bedroom, plus one. Children joining the household during the lease term will not result in a lease violation for being over the occupancy limit. Occupancy standards will conform to any state and local laws governing this issue.

Application Process:

No applicant will be denied the opportunity to complete a rental application. Applications may be emailed, mailed, or delivered to the leasing office during normal business hours; however, original documents may be required at lease signing. A non-refundable standard application fee is required at the time of application in the amount of \$12.00 per adult (18+). All application fees must be paid at the time the application is submitted and before background and/or eligibility checks are processed. For an application to be considered for occupancy, it must be completed in full and returned to the leasing office with one application fee per adult, as defined above. All questions and sections on the application must be answered. If questions do not apply, N/A or NONE may be used. An applicant rejected for any reason may not reapply for 90 days unless proof can be shown that eligibility has changed. A household that has been deemed ineligible for a 60% or 70% unit will not be able to reapply for 90 days. Households cannot add household members, including unborn children, cannot change student status, and cannot remove income sources after the file has been deemed ineligible. No unit will be held, reserved, or leased until all fees and deposits are received. Upon application approval, the household has 48 hours to establish a move in date with the leasing office. Lease execution must be completed within a timeframe communicated by the property, or the application may be canceled. Generally, if there is no lease execution within 120 days, the household will be required to re-apply.

Any applicants and/or residents with disabilities wishing to request a reasonable accommodation to complete the application process may contact the Manager by phone or letter. If you are an individual with disabilities, you may inform us of this fact and request reasonable





accommodations, which would give you an equal opportunity to pursue the application process. We will respond to your request for reasonable accommodation within 14 calendar days. If TTY services are needed, please contact 711.

Income:

Section 8 applicants are welcome. Kittle Property Group, Inc. will not exclude an individual or family from admission to the Development solely because the household participates in the HOME Tenant-Based Rental Assistance Program, the housing choice voucher program under Section 8, United States Housing Act of 1937 (42 U.S.C. §1-437), or other federal, state, or local government rental assistance program. Households must show income that is at least 1.5x over the resident's portion of rent monthly. Households that are participating in a voucher program, are only required to show income of 2.5x their portion of the monthly rent.

For affordable housing units, all applicants must be eligible under the Section 42 guidelines. The household income must be within the maximum allowed income range as specified by the SFA as applicable. All income sources indicated on the application will be verified at the time of application, and on an annual basis. Income verification include but are not limited to the following: 3 (three) current consecutive paystubs from the income source(s), SFA's or KPG Employment Verification form, submitted to and from employer, and verifications such as child support payments, divorce decrees, award letters, or financial statements.

Sources of income verification may include employment, alimony/child support, self-employment, pension benefits, social security income (SS & SSI), unemployment benefits, student loan/grant verification and welfare benefits (TANF), etc. Applicants whose income is based solely on commissions or base salary plus commission, tips, or bonuses, may require additional verification. Applicants who are self-employed must complete a Self-Employment Verification and provide the previous year's income tax return including Schedule C and tax preparer's transmittal receipt, or a profit and loss statement with anticipated income for the upcoming twelve (12) months, or other financial documents needed to verify annual income. Students will be required to provide verification of financial assistance received. Since this community participates in an affordable housing program, additional income verifications, affidavits and signed certifications may be requested.

Asset Verification:

For households whose combined net assets exceed the HUD Annual Inflationary Rate or, if program rules require, third-party written verification of all asset sources will be requested and reviewed to determine resident eligibility. Sources of asset verification may include bank statements (savings, checking, C.D's, etc.), stocks and bonds, real estate, etc.

Credit and Criminal History:

Applicant(s) must have a satisfactory criminal and credit history. A credit and criminal background checks will be conducted on each applicant age 18 and older in accordance with federal and state laws. A decision will automatically be generated by Yardi based on the criteria Kittle Property Group; Inc. has set forth. Social Security numbers will be verified with the Application for Residency. Applicant screening is targeted toward determining that an applicant will be able to meet the essential requirements of tenancy as expressed in the lease and the Community Policies. Note: Live-in aides are subject to the same criminal criteria as the Applicant. Credit, Rental History, Eviction History, Income Verification and Criminal Screenings are conducted by Yardi using a comprehensive risk assessment of all factors scored. {Risk level would range from minor to severe based on certain negative history within the credit history }. The lower the level of Risk, the faster an approval can be obtained. An applicant with a score of {minor to moderate risk} may be categorized as Accept. An applicant's results are determined to be Conditional if there are late payments, outstanding balances to other apartment communities, Collections, Charge offs, judgements, etc. An applicant results are determined to be Severe/declined if there are late payments, outstanding balances to other apartment communities, Collections, Charge offs, judgements, etc. in addition to a violation from the charge below. An applicant's results may be reviewed if indicated as Severe/declined. If applicant has rental debt, or other high-risk factors, such as evictions, a higher deposit is required but is not an automatic reason for a decline. KPG does not screen for student Loan debt or medical debt.

The applicant's credit report will be reviewed to determine the history of their payment practices including outstanding loans, judgments, repossessions, foreclosures, and evictions. Per Ohio Revised Codes Chapters 5321 and 1823, we will not deny if an eviction was dismissed or resulted in a judgement for the applicant before the applicant submits the application or if the eviction resulted in a judgement against the applicant that was entered three (3) or more years before the applicant submits the application. In addition, insufficient rental history, unless the applicant in bad faith withholds rental history information that might otherwise form a basis for denial will not result in a





denial. Bankruptcies must be discharged. If not showing on credit as discharged, a letter from an attorney stating the bankruptcy is discharged can override the decline. Applicants who have an outstanding balance with another apartment home community or utility provider will be declined if proof of payment is not provided.

All applicants are subject to a criminal background check. No applicant will be denied based on arrest records. The following are the criteria that will result in a denial. It is our policy to review applicants who pass all other rental criteria. Applicants with felony convictions or serious misdemeanor convictions for crimes against persons or property, drugs, assaults, weapons or crimes of a sexual nature may result in a denial of your application. Certain convictions may require a further review process, whereby the Senior Vice President of Property Management or Vice President of Property Management will review each individual case by looking at the type of crime committed, the length of time since the conviction, the age of the applicant at the time the crime was committed, and what the applicant has done since the conviction. Applicants listed in the sex offender registry are automatically denied. Criminal overrides can only be approved by the Vice President of Property Management.

Crime or Charge	Felony	Misdemeanor
Violent Crimes - Items such as assault, battery, deadly conduct, injury to child or elderly, kidnapping, manslaughter, murder, robbery)	7 years	2 years past sentence
Crimes Against A Person Or Property	7 years	2 years past sentence
Drug Related Offenses	7 years	1 year
Theft By Check Related Offenses	7 years	Do Not Decline
Worthless Check and/or Bogus Check Related Offenses	7 years	Do Not Decline
Sex Related Offenses	7 years	2 years past sentence
Terrorism Related Offenses	7 years	2 years past sentence
Prostitution Related Offenses	7 years	Do Not Decline
Weapons Related Offenses	7 years	2 years past sentence
Cruelty To Animals Related Offenses	7 years	Do Not Decline
Juvenile Offenses	Do Not Decline for any offense in which the applicant was prosecuted as a juvenile	
Any Other Felony Offense	Decline for Third (3 rd) DUI Offense - 5 Years (Do not decline for 1 st or 2 nd DUI Offense)	
	Any other Felony Offense- Do not decline	
Deferred Adjudication and/or Adjudication Withheld	Do not decline	
Pending Cases and/or Arrest Warrants	Do not decline	
Active Status On Probation and Parole	Decline within the above stated guidelines	
Pre-Trial Intervention/Diversion- Active Participation	Do Not Decline	
Pre-Trial Intervention/Diversion- Completed Activity	Do Not Decline	

Screening criteria will be applied uniformly and, in a manner, consistent with all applicable law, including the applicable state the property is located and Federal Fair Housing Acts, the Federal Fair Credit Reporting Act, program guidelines, and SFA's rules.

Screening services are provided by Yardi, a third-party vendor. Applicants with questions about their screening report should be instructed to visit www.rentgrow.com or call (800) 898-1351.





Security Deposits:

Refundable Unit deposits are based on credit screening. The refundable unit deposit is taken at move in. The owner will soon convert any deposit into a refundable security deposit supported by an executed lease contract. No deposits will be collected to place a household on a waiting list. Deposits are refundable in accordance with the lease agreement and applicable state or local laws, typically within 30-45 days of move-out, less any applicable deductions.

Security deposits must be paid in full prior to TIC/lease execution and before unit keys are provided.

- ACCEPT/Approved with no conditions – \$250 flat-rate security deposit
- All other statuses – \$500 deposit
 - Low-accept
 - Conditional
 - Denied, but with RM/RVP override for approval

PROGRAM ELIGIBILITY REQUIREMENTS FOR LOW INCOME HOUSING TAX CREDIT (SECTION 42 of the IRS Code):

All affordable housing applicants must be eligible under the Section 42 guidelines. A lease guarantor or co-signer is not permissible.

Rent and Income Limits:

Please refer to **Attachment 1** for property-specific income and rent limits, in addition to the amount of unit designations for the community.

Recertification Election:

At initial certification, this development determines your rent based on both your income calculated as required under the program and the availability of the designations under which you qualify. Although you may initially qualify at a lower designation, your rent may reflect a higher designation based on limited availability. The development does not require more rent-restricted units than those outlined in attachment 1.

At recertification, this development has elected to keep your rent restricted based on the circumstances at initial certification unless your income exceeds 140% of the current 60% income limit or you elect to be placed on a waiting list for a lower designation. If your income exceeds the 140% of the current 60% income limit, you may be required at the end of your lease term to pay a market-rate rent.

If your income at initial certification qualified you at a lower designation, but your rent was not restricted at such lower designation due to availability, you may request to be placed on a waiting list for such designations under which your household initially qualified.

The development maintains a waiting list for each of these designations, which are available to both new applicants and existing residents provided the household qualifies for such rent restrictions based on corresponding income qualifications. Please refer to the waitlist policy below.

Maximum Income Restrictions

Gross annual income and asset calculations cannot exceed the specific percentage of the program that is applicable to that apartment and resident (such as an affordable housing program) The applicant will be notified upon receipt of application regarding the specific requirements for the program they are applying for. Section 8 certificates and vouchers will be accepted on behalf of otherwise eligible residents for Section 42 properties where applicable.

Student Status:

A household is considered eligible if it contains at least one occupancy who is not a student, has not been a student, and will not be during the current and/or upcoming calendar year. A student is defined as someone who attends school full time for any part of five or more months in a calendar year (months need not be consecutive). Third-party written verification of student status may be required based on the full-time student rules of the Section 42 Program.





Households composed entirely of full-time students that are income eligible and satisfy one or more of the applicable conditions are considered eligible. Conditions for eligibility:

- At least one student receives assistance under Title IV of the Social Security Act
- At least one student previously under the care and placement responsibility of the state agency responsible for administering foster care
- At least one student participates in a program receiving assistance under the Job Training Partnership Act (JTPA), Workforce Investment Act, or under other similar federal, state, or local laws
- At least one student is a single parent with child(ren) and this parent is not a dependent of another individual and the child(ren) is/are not dependent(s) of someone other than a parent
- At least one student is married and entitled to file a joint tax return

Wait List and Transfer Policy:

If an applicant is eligible for residency, but the desired apartment home (size or AMI) is not available, management will place the applicant on a waiting list. The list will include:

- Applicant name
- Desired Unit Size
- Date and time application is received
- Targeted program designation
- Accessibility requirements (if applicable)
- Number of persons in the household

Applicants will be placed on the wait list once the manager has received the completed application for the appropriate size unit. A separate wait list will be kept for each income category. When a lower rent restricted unit becomes available, management will contact existing residents listed on the corresponding waitlist(s) first and if none are interested, will contact applicants on the corresponding waitlist(s). Applicants will be placed on the wait list in the order in which they are received.

All existing residents are eligible to be placed on the wait list for a lower rent restricted unit and will be placed on the wait list at the time of their request. When a lower rent restricted unit becomes available, the existing resident on the corresponding waitlist will be contacted. At that time, a determination will be made regarding the existing resident's eligibility. If the most recent certification of income is within 120 days and indicates income within the guidelines for the lower rent restricted unit, the set aside for the unit will be changed and the applicable rent will be applied. If household income has not been certified within 120 days, a certification of income will be completed with source documents to ensure the household qualifies for the lower rent restricted unit.

There will be a separate waiting list for each bedroom size on a first-come, first-served basis. Consideration will be given once a person has completed an application and submitted it to the office. The waiting list will be kept and maintained at the on-site office. When an accessible unit becomes available, it will first be offered to a current occupant with disabilities that requires the features of the vacant unit, or if no such occupant, then to an eligible household on the wait list that has a disability and needs the features of the vacant unit. If a current resident occupies an accessible unit and does not need the features of the accessible unit, the resident will be given a 30-day notice to vacate the accessible unit if another unit is not available for the resident to transfer.

The wait list will remain open until an announcement stating otherwise is posted at the leasing office. Should the applicant pool exceed the number of applicants that may be housed within a year's time period, management may opt to close the wait list for a specific period of time. The date and time of closure will be stated within the closure notification and will be posted at the leasing office and published in the local newspaper. Management will also announce the re-opening of the wait list. The notification will be posted at the leasing office and in the local newspaper and will conform to the advertising and outreach activities described in the Affirmative Fair Housing Marketing Plan.

Transfers

In order to qualify for a transfer, the household must meet one of the following criteria (which must be verified):

- Requires a Reasonable Accommodation for a disability.
- Requires a transfer due to VAWA.





- Change in household composition- In order to qualify for this criteria, household must meet ALL the following criteria:
 1. Must be a resident without lease violations
 2. No past due recertifications
 3. No balance due on current unit

In addition, the following will apply:

- If each building is its own project (100% low-income and mixed income projects). Developments that made the 40/60 election: at the time of transfer, the household must be certified and have a current annual income less than the income limit established by the minimum set aside the Owner selected. The residents must reapply and qualify as new residents if transferring to a unit outside of the current building and/or project as defined by the Developments 8609's. A new application fee will not be required if transferring within the same Community.
- 100% low-income multiple building projects: Households may transfer to any Unit in a 100% low-income multiple building project and retain their program designation. The household does not need to be and should not be certified at the time of transfer. The move in date remains the date the household was first designated under the program.

Once the household has met the requirements, they will be placed on the waitlist in the order in which the request for transfer is requested. Residents on the waitlist will not have priority over applicants on the waitlist when an appropriate unit becomes available. If a household on the transfer list refuses an appropriate unit when it becomes available, they will be moved to the bottom of the waitlist.

Note: Management must approve all transfers. Transfers solely for the convenience of the Resident are not authorized until the end of their lease term. All outstanding charges must be paid in full prior to transfer. A history of damage or neglect to the unit by the resident will be grounds for denial of a transfer. Transfers will be based on previous rental history, payment history and lease violations. Three late payments can disqualify residents from being able to transfer. Three lease violations will also disqualify a resident from being transferred.

Transfer Deposits

If the transfer is between projects, as defined by Developments 8609's, the resident has to requalify. A new deposit must be paid for the new apartment, as the deposit on file for the current apartment will not transfer. At the time of transfer, any cleaning fees, damages, and appropriate move-out fees (based upon negligence of the tenant) associated with the current apartment will be assessed to the current apartment's deposit and any remaining amounts will be refunded to the resident.

If the transfer is in the same project as defined by Developments 8609's, the resident's original deposit will transfer to the new unit and no new deposit will be collected. Any cleaning fees, damages, and appropriate move-out fees associated with the current apartment will be assessed to the new apartment. Any monies paid will be applied to outstanding charges before being applied to rent.

Denied Applications:

Kittle Property Group, Inc. will provide a written notification within seven (7) business days to all persons who completed the application process but were denied or determined ineligible to participate in the program. This notification will include the specific reason for the denial, the HUD form 5380 "Notice of Occupancy Rights under the Violence Against Women Act" and the HUD form 5382 "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation," and will reference the terms and conditions of this Tenant Selection Criteria on which the denial is based.

Rejection letters will also include contact information for any third parties that provided information and participated in the screening process; the applicant's right to respond to the owner in writing or request a meeting within 10 days to dispute the rejection; and state that persons with disabilities have the right to request reasonable accommodations to participate in the informal hearing process.

The leasing office will keep a log of all denied applicants who completed the application process and will also maintain a file of all rejected applications. Provided that all the needed information was gathered during the application process, the log will provide basic household information such as: demographic and rental assistance information, reason for which the application was denied, date the decision was made, and date the notification was mailed or hand delivered to the applicant. The community will keep denied applications on and all appeals on record for three (3) years.





Non-Renewal/Termination:

Non-renewal and termination notices will outline the reasons for termination of the lease contract allowed under applicable program rules. If the development is subject to the requirements established by the Violence against Women Act (VAWA), the specifics will be included on the notifications. A person with a disability may request a reasonable accommodation in relation to such notice by contacting the Manager by phone or letter.

Fair Housing and Section 504:

This community is financed by an affordable program administered by a State Finance Agency. We strive to ensure equal opportunity housing for all those who qualify for this program.

We established the following procedures to help identify and eliminate situations that create a barrier for those seeking equal opportunity housing. In accordance with the Fair Housing Act of 1968 and its amendments of 1988, and Section 504 of the Rehabilitation Act of 1973, this community will make reasonable accommodations for individuals with disabilities (current residents and new applicants included). These accommodations include but are not limited to: alterations in the processes in which we administer policies, procedures, and services to those working, applying or currently living at this property. Furthermore, this property confirms it will make structural modifications to the housing and non-housing areas of this property (common areas, and leasing facilities, etc.) to ensure full access to those persons with limitations due to their handicap or disability.

We will perform such accommodations in situations applicable by the 504 regulations and as per the restrictions to those regulations. Requests for reasonable accommodations/modifications can be made in writing or by phone to the management office. If medical verification is required, management will provide the necessary forms. Also, management will respond to any reasonable accommodation/modification request within seven (7) business days. For structural modifications, property will evaluate work to be performed and obtain bids. Ownership approval will be required as needed.

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 uniformly and, in a manner, consistent with all applicable law, including the applicable state the property is located and Federal Fair Housing Acts, the Federal Fair Credit Reporting Act, program guidelines, and SFA's rules.

As per the recent requirements as issued by the Department of Housing and Urban Development, all applications, Tenant Consent and Release documents, Resident Selection Plans, Leases, House Rules, etc. are available in other languages and/or will be translated for those persons who request this accommodation.

Violence against Woman Act (VAWA):

This community follows the guidelines outlined in the VAWA. The Law offers the following protections against eviction or denial of housing based on domestic violence, dating violence or stalking:

- In accordance with the Violence Against Women Reauthorization Act of 2013, if the applicant otherwise qualifies for rental assistance or admission, the applicant's status as the victim of domestic violence, dating violence, sexual assault, or stalking does not constitute the basis for rejection of rental application, If the applicant otherwise qualifies for assistance or admission.
- Under the "good cause" policy, an incident or incidents of threatened domestic violence, dating violence or stalking will not be construed as violations of the lease contract; and will not constitute grounds for terminating assistance, tenancy or occupancy rights of a victim of abuse.
- Criminal activity directly related to domestic violence, dating violence or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights of the victim of the criminal acts.
- Assistance may be terminated or a lease "bifurcated" in order to remove an offending household member from the home,





whether or not the individual is a signatory to the lease, and lawful tenant. If he/she engages in a criminal act of physical violence against family members or others, he/she stands to be evicted, removed, or have his/her occupancy rights terminated. This action is taken while allowing the victim, who is a tenant or a lawful occupant, to remain in the dwelling.

- The provisions protecting victims of domestic violence, dating violence or stalking who are engaged in by a member of the household, may not be construed to limit management staff from honoring various court orders issued to either protect the victim or address the distribution of property in case a family breaks up.
- The authority to evict or terminate assistance is not limited with respect to a victim that commits unrelated criminal activity. Furthermore, if management can show an actual and imminent threat to other tenants, management personal, and other service providers; evicting a victim is an option. Management reserves the right to consistently apply the same rules and requirements to all the residents at our community.
- The VAWA protections shall not supersede any provision of federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, or stalking.

The Landlord 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 and that the Certification of Domestic Violence, Dating Violence or Stalking, For HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide certification or other supporting documentation within the specified timeframe may result in eviction.

Kittle Property Group, Inc. has not adopted a tenant selection preference for victims of domestic violence, dating violence or stalking; however, we will support or assist victims of domestic violence, dating violence or stalking and protect victims, as well as members of their family, from being denied housing or from losing their HUD assisted housing as a consequence of domestic violence, dating violence or stalking.

Kittle Property Group, Inc. will respond to any VAWA requests within five (5) business days.

PET REGULATIONS

Pets are welcome within the community, not to exceed two pets per household. The \$20 monthly pet fee applies per pet and must be paid prior to the pet having access to the apartment home. Breed restrictions include the following breeds; any cross breeds of the following or any close breed relations to the following:

- Pit Bull
- American Staffordshire Terrier
- Staffordshire Bull Terrier
- Chow
- Doberman
- Rottweiler
- Akita
- Bull Terrier
- Cane Corso (Mastiff)
- American Bulldogs
- German Shepherd

Rabbits, snakes, reptiles, alligators/crocodiles, exotic animals, arachnids, ferrets and fish tanks in excess of 40 gallons combined are prohibited. Caged birds, caged hamsters, caged guinea pigs and fish tanks (under 40 gallons combined total volume) are accepted and do not require pet fees.

Specific animal, breed, number, weight restrictions, pet rules, and pet deposits will not apply to households having a qualified service/assistance animal(s).

APPEAL AND GRIEVANCE

All applicants have the right to appeal any decision made by Kittle Property Group, Inc. In the event an appeal is requested, the applicant must first submit a written appeal to the Property Manager within 10 days of a decision. In the event an appeal is requested, the applicant must submit a written appeal documenting specific reasons for the appeal as follows: Any applicants and/or residents with disabilities wishing to request a reasonable accommodation to complete the appeal process may contact the Manager by phone or letter.

- Any decision to deny residency due to credit and criminal results must be submitted to Yardi within 60 days of a decision.





- Any decision to deny residency due to Section 42 program eligibility must be submitted to the Property Manager within 10 days of a decision. The Property Manager will have 10 days from receipt of an appeal to file a formal written decision.
- Any type of grievance can be emailed or mailed to Kittle Property Group, Inc. If via mail, direct all correspondence to the Vice President of Property Management, Kittle Property Group, Inc., 310 E. 96th Street, Suite 400, Indianapolis, Indiana 46240. If via email, please go to www.apartmentsforus.com/contact us.

I ACKNOWLEDGE THAT I HAD AN OPPORTUNITY TO REVIEW AND HAVE RECEIVED A COPY OF THE PROPERTY'S TENANT SELECTION CRITERIA (QUALIFYING CRITERIA), WHICH INCLUDES REASONS WHY MY APPLICATION MAY BE DENIED, SUCH AS CRIMINAL HISTORY, CREDIT HISTORY, CURRENT INCOME, AND RENTAL HISTORY. I UNDERSTAND THAT IF I DO NOT MEET THE PROPERTY'S RENTAL QUALIFYING OR SELECTION CRITERIA, OR IF I FAIL TO ANSWER ANY QUESTION, OR IF I PROVIDE FALSE OR MISLEADING INFORMATION, THE PROPERTY MAY REJECT MY APPLICATION, RETAIN ALL APPLICATION FEES, AND DEPOSITS AS LIQUIDATED DAMAGES FOR ITS TIME AND EXPENSE, AND MAY TERMINATE MY RIGHT OF OCCUPANCY IF I HAVE ALREADY TAKEN POSSESSION OF A RENTAL UNIT AT THE PROPERTY.

I ALSO ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THE NOTICE OF OCCUPANCY RIGHTS UNDER THE VIOLENCE AGAINST WOMEN ACT.

Applicant Signature

Date

Applicant Signature

Date

Applicant Signature

Date

Applicant Signature

Date

Las personas con discapacidad, o que hablan español y que requieren de un intérprete, que deseen solicitar un alojamiento razonable para completar el proceso de solicitud deberán comunicarse con el administrador de la comunidad.





Attachment One – Rent and Income Limits

Replace this
page the
current Internal
Guidelines (IG)
from the HUB.





Attachment Two – Special Preferences

Senior Population with Multigenerational Townhomes

This community is a senior community for households 55 and older, as well as multigenerational households, where parents, who may be raising children, are also caring for a parent.

Main Building - Each household must have at least one occupant who is 55 years of age or older OR in a household of two or more persons, the head of which is 55 years of age or older and a minimum age of 50 for other household members, not to exceed 20% of the occupied units.

Townhome Buildings – The four-bedroom multigenerational units - Each household must have at least one occupant who is 55 years of age or older and must include 2 other household members of any age. The multigenerational units are intended for households who are caring for a senior person.

