PHA Plans

Streamlined Annual Version

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB No. 2577-0226
(exp. 05/31/2006)

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937 that introduced 5-year and annual PHA Plans. The full PHA plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form allows eligible PHAs to make a streamlined annual Plan submission to HUD consistent with HUD's efforts to provide regulatory relief for certain types of PHAs. Public reporting burden for this information collection is estimated to average 11.7 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Information in PHA plans is publicly available.

Streamlined Annual PHA Plan for Fiscal Year: 2006___ PHA Name: Cincinnati Metropolitan Housing Authority

APPROVED BY CMHA BOARD OF COMMISSIONERS ON TUESDAY, APRIL 18, 2006

Streamlined Annual PHA Plan
Agency Identification

PHA Name: Cincinnati Metropolitan Housing Authority
PHA Number: OH004

PHA Fiscal Year Beginning: 07/2006

PHA Programs Administered:
☒ **Public Housing and Section 8** ☐ **Section 8 Only** ☐ **Public Housing Only**
Number of public housing units: **4,900** Number of S8 units: Number of public housing units:
Number of S8 units: **10,000** (including Hamilton County Housing Choice Voucher Program units)

☐ **PHA Consortia: (check box if submitting a joint PHA Plan and complete table)**

Participating PHAs	PHA Code	Program(s) Included in the Consortium	Programs Not in the Consortium	# of Units Each Program
Participating PHA 1:				
Participating PHA 2:				
Participating PHA 3:				

PHA Plan Contact Information:
Name: Donald Troendle Phone: (513) 721-4580 X5661
TDD: 800-545-1833, x260 Email (if available): Donald.troendle@cintimha.com

Public Access to Information
Information regarding any activities outlined in this plan can be obtained by contacting: (select all that apply)
☒ PHA's main administrative office ☒ PHA's development management offices

Display Locations For PHA Plans and Supporting Documents
The PHA Plan revised policies or program changes (including attachments) are available for public review and inspection. ☒ Yes ☐ No.
If yes, select all that apply:
☒ Main administrative office of the PHA
☐ PHA development management offices
☐ Main administrative office of the local, county or State government
☐ Public library ☐ PHA website ☐ Other (list below)

PHA Plan Supporting Documents are available for inspection at: (select all that apply)
☒ Main business office of the PHA ☒ PHA development management offices
☐ Other (list below)

Streamlined Annual PHA Plan
Fiscal Year 2006
[24 CFR Part 903.12(c)]

Table of Contents
[24 CFR 903.7(r)]

Provide a table of contents for the Plan, including applicable additional requirements, and a list of supporting documents available for public inspection.

A. PHA PLAN COMPONENTS:

☒ 1. Site-Based Waiting List Policies
903.7(b)(2) Policies on Eligibility, Selection, and Admissions
☒ 2. Capital Improvement Needs
903.7(g) Statement of Capital Improvements Needed
☒ 3. Section 8(y) Homeownership
903.7(k)(1)(i) Statement of Homeownership Programs
☒ 4. Project-Based Voucher Programs
☒ 5. PHA Statement of Consistency with Consolidated Plan. Complete only if PHA has changed any policies, programs, or plan components from its last Annual Plan.
☒ 6. Supporting Documents Available for Review
☒ 7. Capital Fund Program and Capital Fund Program Replacement Housing Factor, Annual Statement/Performance and Evaluation Report
☒ 8. Capital Fund Program 5-Year Action Plan
☒ Capital Fund Financing Program (CFFP) Annual Statement
☒ Performance and Evaluation Reports for OH10P00450104, OH10P00450105, OH10R00450104, OH10R00450105, OH10R00450203, OH10R00450204, and OH10R00450205

B. SEPARATE HARD COPY SUBMISSIONS TO LOCAL HUD FIELD OFFICE

Form HUD-50076, *PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the Streamlined Annual Plan* identifying policies or programs the PHA has revised since submission of its last Annual Plan, and including Civil Rights certifications and assurances the changed policies were presented to the Resident Advisory Board for review and comment, approved by the PHA governing board, and made available for review and inspection at the PHA's principal office;

For PHAs Applying for Formula Capital Fund Program (CFP) Grants:
Form HUD-50070, *Certification for a Drug-Free Workplace;*
Form HUD-50071, *Certification of Payments to Influence Federal Transactions*; and
Form SF-LLL &SF-LLLa, *Disclosure of Lobbying Activities.*

CERTIFICATIONS WILL BE EXECUTED IN APRIL 2006 UPON COMPLETION OF THE PLANNING PROCESS.

EXECUTIVE SUMMARY (OPTIONAL): Executive Summary/Annual Plan (If desired, provide a brief overview of the contents of the streamlines 1-Year/Annual Plan.)

Below are highlight of CMHA activities planned for the current and upcoming fiscal year.

1. **Housing Choice Voucher Program Merger.** Cincinnati Metropolitan Housing Authority (CMHA) and the Hamilton County (OH) Housing Choice Voucher Program are in the process merging its programs. This action, led by neighborhood advocates and the Hamilton County Commissioners, means that CMHA's HCVP portfolio will include over 10,300 vouchers. It is anticipated that the migration process will take 6-9 months, as vouchers are being transferred in phases. Having one agency oversee all vouchers throughout the county will lead to better program accountability and a more streamlined process for those in need of housing assistance.
2. **Senior Housing Development.** Baldwin Grove, to be located in the Hamilton County suburb of Springdale, is CMHA's first new senior community. Occupancy is expected to take place by the end of 2006. In 2002, CMHA signed a cooperation agreement with the city of Springdale to build a 100-unit elderly building on Springfield Pike. With this agreement, CMHA can better serve the affordable housing needs of the elderly in northern Hamilton County. Planned development for the site also includes a 40-unit cottage-style community.
3. **Energy** – To upgrade the METASYS System, a central monitoring system where controls can be manipulated and changed at multiple projects.
4. **Development** – CMHA has HUD's approval to develop 160 scattered site units, including development of 100 elderly units at Baldwin Grove.
5. **Annual Debt Service** – CMHA is seeking $20 million of CFFP financing. The debt service is budgeted to cover this loan.
6. **Maintenance Charge Schedule.** CMHA is updating its' standard schedule of maintenance charges to reflect increases in the cost of utilities, labor, and materials.
7. **Admissions & Continued Occupancy Plan.** Several changes and amendments are proposed to the Public Housing Admission and Continued Occupancy Policy. Changes include a new policy governing the Working Family Preference, restrictions on air conditioner installation and procedural changes on the administration of utility allowances.
8. **Ceiling-Flat Rent Schedule.** Changes to the Flat Rent/Ceiling Rent schedule are proposed.
9. **HCVP Administrative Plan.** Several amendments and changes are proposed to the Housing Choice Voucher Program Administrative Plan. Changes include an update to the Rent Reasonableness ratings assessment, update to the waiting list selection order procedure, and clarification on the rules regarding contributions of income.

1. Site-Based Waiting Lists (Eligibility, Selection, Admissions Policies)

[24 CFR Part 903.12(c), 903.7(b)(2)]
Exemptions: Section 8 only PHAs are not required to complete this component.

A. Site-Based Waiting Lists-Previous Year:

1. Has the PHA operated one or more site-based waiting lists in the previous year? **Yes.** If yes, complete the following table; if not skip to B.

Site-Based Waiting Lists

Development Information: (Name, number, location)	Date Initiated	Initial mix of Racial, Ethnic or Disability Demographics	Current mix of Racial, Ethnic or Disability Demographics since Initiation of SBWL	Percent change between initial and current mix of Racial, Ethnic, or Disability demographics
BW-BEECHWOOD, OH 4-07, CINCINNATI	July 2004	94.5% minority	93.9% minority	-1.6 percentage points
EV-EVANSTON, OH 4-41, CINCINNATI	July 2004	92.0% minority	92.0% minority	NO CHANGE
MM-MARQUETTE MANOR, OH 4-11, CINCINNATI	July 2004	77.9% minority	78.8% minority	+0.9 percentage points
MPT-MAPLE TOWER, OH 4-19, CINCINNATI	July 2004	98.3% minority	98.3% minority	NO CHANGE
PC-PINECREST, OH-4-26, CINCINNATI	July 2004	23.5% minority	20.9% minority	-2.6 percentage points
PE-PARK EDEN, OH 4-22, CINCINNATI	July 2000	96.7% minority	95.9% minority	-.8 percentage points
PR-PRESIDENT, OH 4-21, CINCINNATI	July 2004	92.5% minority	91.5% minority	-1.0% percentage point
RED-REDDING, OH 4-20, CINCINNATI	July 2004	94,8% minority	94.9% minority	+0.1 percentage point
RV-RIVERVIEW, OH 4-25, CINCINNATI	July 2004	91.7% minority	92.7% minority	+1.0 percenatge point
SM-SAN MARCO, OH 4-36, CINCINNATI	July 2004	96.6% minority	93.3% minority	-3.3 percentage point
SRT-STANLEY ROWE TOWERS, OH 4-17, CINCINNATI	July 2004	98.9% minority	95.4% minority	-3.5 percentage points
CLS-CLINTON SPRINGS, OH 4-29, CINCINNATI	July 2004	100% minority	100% minority	NO CHANGE
ECI-SS EAST CITY, MULTIPLE PROJECT #'S, CINCINNATI	July 2004	87.4% minority	86.1% minority	-1.3 percentage points
ECO-SS EAST COUNTY MUPLITPLE PROJECT #'S, HAMILTON COUNTY	July 2004	78.7% minority	75.0% minority	-2.7 percentage points
LA-LIBERTY STREET APARTMENTS	July 2004	100% minority	100% minority	NO CHANGE
MAT-MARIANNA TERRACE	July 2004	97.2% minority	97.3% minority	+0.1 percentage point
WCI-SS WEST CITY MULTIPLE PROJECT #'s, CINCINNATI	July 2004	98.3% minority	97.8% minority	-0.5 percentage points

WCO-SS WEST COUNTY MULTIPLE PROJECT #'s, HAMILTON COUNTY	July 2004	85.4% minority	87.5% minority	+2.1 percentage points
SK-SETTY KUHN	July 2004	100% minority	100% minority	NO CHANGE
EW-ENGLISH WOODS AND SUTTER VIEW, OH 4-02, OH 4-14, CINCINNATI	July 2004	94.8% minority	94.6% minority	-0.2 percentage points
FG-FINDLATER GARDENS, OH 4-10, OH 4-13, CINCINNATI	July 2004	96.1% minority	92.3% minority	-3.8 percentage points
MV-MILLVALE, OH 4-05, OH 4-06, CINCINNATI	July 2004	94.5% minority	93.8% minority	-0.7 percentage points
WT-WINTON TERRACE, OH 4-01, CINCINNATI	July 2004	96.1% minority	95.6% minority	-.5 percentage points

2. What is the number of site based waiting list developments to which families may apply at one time? 3

3. How many unit offers may an applicant turn down before being removed from the site-based waiting list? 3

4. ☐ Yes ☒ No: Is the PHA the subject of any pending fair housing complaint by HUD or any court order or settlement agreement? If yes, describe the order, agreement or complaint and describe how use of a site-based waiting list will not violate or be inconsistent with the order, agreement or complaint below:

B. Site-Based Waiting Lists – Coming Year

If the PHA plans to operate one or more site-based waiting lists in the coming year, answer each of the following questions; if not, skip to next component.

1. How many site-based waiting lists will the PHA operate in the coming year? 30

2. ☐ Yes ☒ No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?
   If yes, how many lists?

3. ☒ Yes ☐ No: May families be on more than one list simultaneously
   If yes, how many lists? 3

4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?
   ☐ PHA main administrative office

☐ All PHA development management offices
☐ Management offices at developments with site-based waiting lists
☐ At the development to which they would like to apply
☒ Other (list below) CMHA Leasing Department, 1635 Western Avenue, Cincinnati, OH 45214 (for conventional public housing)

2. Capital Improvement Needs

[24 CFR Part 903.12 (c), 903.7 (g)]
Exemptions: Section 8 only PHAs are not required to complete this component.

A. Capital Fund Program

1. ☒ Yes ☐ No Does the PHA plan to participate in the Capital Fund Program in the upcoming year? If yes, complete items 7 and 8 of this template (Capital Fund Program tables). If no, skip to B.

2. ☒ Yes ☐ No: Does the PHA propose to use any portion of its CFP funds to repay debt incurred to finance capital improvements? If so, the PHA must identify in its annual and 5-year capital plans the development(s) where such improvements will be made and show both how the proceeds of the financing will be used and the amount of the annual payments required to service the debt. (Note that separate HUD approval is required for such financing activities.).

B. HOPE VI and Public Housing Development and Replacement Activities (Non-Capital Fund)

Applicability: All PHAs administering public housing. Identify any approved HOPE VI and/or public housing development or replacement activities not described in the Capital Fund Program Annual Statement.

1. ☒ Yes ☐ No: Has the PHA received a HOPE VI revitalization grant? (if no, skip to #3; if yes, provide responses to the items on the chart located on the next page, copying and completing as many times as necessary).

2. Status of HOPE VI revitalization grant(s):

HOPE VI Revitalization Grant Status
a. Development Name: Laurel Homes b. Development Number: OH – 4-8 (LH)
c. Status of Grant: ☐ Revitalization Plan under development ☐ Revitalization Plan submitted, pending approval ☐ Revitalization Plan approved ☒ Activities pursuant to an approved Revitalization Plan underway

3. ☐ Yes ☒ No: Does the PHA expect to apply for a HOPE VI Revitalization grant in the Plan year?
If yes, list development name(s) below:

4. ☒ Yes ☐ No: Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year? If yes, list developments or activities below:
CMHA is constructing a 100 unit building, called Baldwin Grove, which is designated for elderly housing. This new construction will be located in the Hamilton County suburb of Springdale and is in the approval process with HUD as part of the 2nd increment of the Replacement Housing Factor funding.

5. ☒ Yes ☐ No: Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement? If yes, list developments or activities below:

Additionally, 160 units of additional scattered site housing are in the approval process with HUD.

HOPE VI Revitalization Grant Status
a. Development Name: Lincoln Court b. Development Number: OH – 4-4
c. Status of Grant: ☐ Revitalization Plan under development ☐ Revitalization Plan submitted, pending approval ☐ Revitalization Plan approved ☒ Activities pursuant to an approved Revitalization Plan underway

3. ☐ Yes ☒ No: Does the PHA expect to apply for a HOPE VI Revitalization grant in the Plan year?
If yes, list development name(s) below:

4. ☒ Yes ☐ No: Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year? If yes, list developments or activities below:
CMHA is constructing a 100 unit building, called Baldwin Grove, which is designated for elderly housing. This new construction will be located in the Hamilton County suburb of Springdale and is in the approval process with HUD as part of the 2nd increment of the Replacement Housing Factor funding.

5. ☒ Yes ☐ No: Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement? If yes, list developments or activities below:

Additionally, 160 units of additional scattered site housing are in the approval process with HUD.

3. Section 8 Tenant Based Assistance--Section 8(y) Homeownership Program (if applicable) [24 CFR Part 903.12(c), 903.7(k)(1)(i)]

1. ☒ Yes ☐ No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If "No", skip to the next component; if "yes", complete each program description below (copy and complete questions for each program identified.)

2. Program Description:

a. Size of Program

☒ Yes ☐ No: Will the PHA limit the number of families participating in the Section 8 homeownership option?

If the answer to the question above was yes, what is the maximum number of participants this fiscal year? 50

b. PHA-established eligibility criteria

☒ Yes ☐ No: Will the PHA's program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria? If yes, list criteria:

· Be a Housing Choice Voucher (HCV) participant in good standing with CMHA, includes not owing any balance or violating any program requirements.
· Be in compliance with the lease agreement with the property owner, including being current on their share of the rent.
· Meet the minimum annual income of $12,000 (excluding welfare, unless the family is elderly or disabled).
· Be enrolled in the Family Self-Sufficiency (FSS) program or a former participant who has completed the FSS program and continues to receive rental subsidy (elderly and disabled families are exempt).
· If family meets a higher minimum annual earned income of $18,000 with stable, full-time employment for at least one year, then the requirement to be pre-enrolled in FSS is removed, but the family will be enrolled in FSS during their next recertification cycle.
· Have a minimum personal savings of $500 deposited in a savings account.

· If deemed necessary, the family will be required to attend and satisfactorily complete pre-assistance economic counseling with a CMHA-approved agency or program. This includes proof of the family's ability to save money and to maintain a checking account.

c. What actions will the PHA undertake to implement the program this year?

· Continue our partnership with the Home Ownership Center (HOC) for pre-assistance homeownership counseling.
· Expand our partnership with SmartMoney to refer HCV families who are asked to complete pre-assistance economic counseling prior to being referred to the HOC.
· Identify and recruit families who qualify as Homeownership Ready (annual income is $18,000 or above).
· Focus on financial fitness for all FSS families to promote participation in homeownership counseling activities.
· Continue marketing homeownership via FSS and HCV newsletters and an annual open house sponsored by the HOC.
· Increase our follow-up and support of HCV families referred to either SmartMoney or the HOC to encourage the family's completion of the program.
· Expand post purchase counseling services to current HCV homeowners.

3. Capacity of the PHA to Administer a Section 8 Homeownership Program:

The PHA has demonstrated its capacity to administer the program by (select all that apply):

☐ Establishing a minimum homeowner down payment requirement of at least 3 percent of purchase price and requiring that at least 1 percent of the purchase price comes from the family's resources.

☐ Requiring that financing for purchase of a home under its Section 8 homeownership will be provided, insured or guaranteed by the state or Federal government; comply with secondary mortgage market underwriting requirements; or comply with generally accepted private sector underwriting standards.

☒ Partnering with a qualified agency or agencies to administer the program (list name(s) and years of experience below):

☒ Demonstrating that it has other relevant experience (list experience below):

CMHA's partners were the Hamilton County Department of Community Development HCV Program and the Home Ownership Center of Greater Cincinnati, both of whom have been in existence for more than 30 years. In July 2006 it is hoped that the merger between the Hamilton County Program and CMHA's program will be completed, making the Home Ownership Center of Greater Cincinnati the only partner.

4. Use of the Project-Based Voucher Program

Intent to Use Project-Based Assistance

☒ Yes ☐ No: Does the PHA plan to "project-base" any tenant-based Section 8 vouchers in the coming year? If the answer is "no," go to the next component. If yes, answer the following questions.

1. ☒ Yes ☐ No: Are there circumstances indicating that the project basing of the units, rather than tenant-basing of the same amount of assistance is an appropriate option? If yes, check which circumstances apply:

   ☐ low utilization rate for vouchers due to lack of suitable rental units
   ☐ access to neighborhoods outside of high poverty areas
   ☒ other (describe below:)
   CMHA may choose to "project base" a small number of vouchers in order to expand assisted housing opportunities into more low-poverty areas.

2. Indicate the number of units and general location of units (e.g. eligible census tracts or smaller areas within eligible census tracts):
   CMHA intends to post up to five Request for Proposals per year for the Project-Basing of Housing Choice Vouchers to meet one or more of the stated purposes outlined in the CMHA HCV Administrative Plan. The agency intends to use up to 10% of total baseline vouchers, but will not exceed the required quota of 20%. The location of sites and number of vouchers will depend upon the proposals received and selected.

5. PHA Statement of Consistency with the Consolidated Plan

[24 CFR Part 903.15]
For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary) only if the PHA has provided a certification listing program or policy changes from its last Annual Plan submission.

Note: Information to come/ to be confirmed.

1. Consolidated Plan jurisdiction: (provide name here)

2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)

☒ The PHA has based its statement of needs of families on its waiting lists on the needs expressed in the Consolidated Plan/s.
☒ The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.

☒ The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.

☒ Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)

☐ Other: (list below)

3. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below)
   a. The City of Cincinnati continues to support CMHA's HOPE VI project, which is revitalizing the West End community. This area is being transformed into a mixed-income, mixed-financed, and mixed-housing community. It now includes a combination of public housing rental units, market-rate rental units and homeownership units. In addition, the local business district is seeing a rebirth, as new businesses, such as a branch of a local bank, now calls this area home.
   b. The Housing Advisory Council coordinates the goals and objectives between CMHA, the Consolidated Plan jurisdictions, and other housing and community development stakeholders to ensure local coordination.

6. Supporting Documents Available for Review for Streamlined Annual PHA Plans

PHAs are to indicate which documents are available for public review by placing a mark in the "Applicable & On Display" column in the appropriate rows. All listed documents must be on display if applicable to the program activities conducted by the PHA.

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Related Plan Component**
	PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Standard Annual, Standard Five-Year, and Streamlined Five-Year/Annual Plans;	5 Year and Annual Plans
	PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Streamlined Annual Plan	Streamlined Annual Plans
	Certification by State or Local Official of PHA Plan Consistency with Consolidated Plan.	5 Year and standard Annual Plans
X	Fair Housing Documentation Supporting Fair Housing Certifications: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions' initiatives to affirmatively further fair housing that require the PHA's involvement.	5 Year and Annual Plans
X	Housing Needs Statement of the Consolidated Plan for the jurisdiction(s) in which the PHA is located and any additional backup data to support statement of housing needs for families on the PHA's public housing and Section 8 tenant-based waiting lists.	Annual Plan: Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O/ACOP), which includes the Tenant Selection and Assignment Plan [TSAP] and the Site-Based Waiting List Procedure.	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Deconcentration Income Analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Any policy governing occupancy of Police Officers and Over-Income Tenants in Public Housing. ☒ Check here if included in the public housing A&O Policy.	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public housing rent determination policies, including the method for setting public housing flat rents. ☒ Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
X	Schedule of flat rents offered at each public housing development. ☒ Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
X	Section 8 rent determination (payment standard) policies (if included in plan, not necessary as a supporting document) and written analysis of Section 8 payment standard policies. ☒ Check here if included in Section 8 Administrative Plan.	Annual Plan: Rent Determination
X	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation).	Annual Plan: Operations and Maintenance
X	Results of latest Public Housing Assessment System (PHAS) Assessment (or other applicable assessment).	Annual Plan: Management and Operations
X	Follow-up Plan to Results of the PHAS Resident Satisfaction Survey (if necessary)	Annual Plan: Operations and Maintenance and Community Service & Self-

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Related Plan Component**
		Sufficiency
X	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations
X	Any policies governing any Section 8 special housing types ☒ Check here if included in Section 8 Administrative Plan	Annual Plan: Operations and Maintenance
X	Public housing grievance procedures ☒ Check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
X	Section 8 informal review and hearing procedures. ☐ Check here if included in Section 8 Administrative Plan.	Annual Plan: Grievance Procedures
X	The Capital Fund/Comprehensive Grant Program Annual Statement /Performance and Evaluation Report for any active grant year.	Annual Plan: Capital Needs
	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grants.	Annual Plan: Capital Needs
X	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans, or any other approved proposal for development of public housing.	Annual Plan: Capital Needs
X	Self-evaluation, Needs Assessment and Transition Plan required by regulations implementing Section 504 of the Rehabilitation Act and the Americans with Disabilities Act. See PIH Notice 99-52 (HA).	Annual Plan: Capital Needs
X	Approved or submitted applications for demolition and/or disposition of public housing.	Annual Plan: Demolition and Disposition
	Approved or submitted applications for designation of public housing (Designated Housing Plans).	Annual Plan: Designation of Public Housing
	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act, Section 22 of the US Housing Act of 1937, or Section 33 of the US Housing Act of 1937.	Annual Plan: Conversion of Public Housing
	Documentation for required Initial Assessment and any additional information required by HUD for Voluntary Conversion.	Annual Plan: Voluntary Conversion of Public Housing
	Approved or submitted public housing homeownership programs/plans.	Annual Plan: Homeownership
X	Policies governing any Section 8 Homeownership program (Section of the Section 8 Administrative Plan)	Annual Plan: Homeownership
X	Public Housing Community Service Policy/Programs ☒ Check here if included in Public Housing A & O Policy	Annual Plan: Community Service & Self-Sufficiency
	Cooperative agreement between the PHA and the TANF agency and between the PHA and local employment and training service agencies.	Annual Plan: Community Service & Self-Sufficiency
X	FSS Action Plan(s) for public housing and/or Section 8.	Annual Plan: Community Service & Self-Sufficiency
	Section 3 documentation required by 24 CFR Part 135, Subpart E for public housing.	Annual Plan: Community Service & Self-Sufficiency
X	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports for public housing.	Annual Plan: Community Service & Self-Sufficiency
X	Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G). ☐ Check here if included in the public housing A & O Policy.	Annual Plan: Pet Policy
X	The results of the most recent fiscal year audit of the PHA conducted under the Single Audit Act as implemented by OMB Circular A-133, the results of that audit and the PHA's response to any findings.	Annual Plan: Annual Audit
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)
	Consortium agreement(s) and for Consortium Joint PHA Plans Only: Certification that consortium agreement is in compliance with 24 CFR Part 943 pursuant to an opinion of counsel on file and available for inspection.	Joint Annual PHA Plan for Consortia: Agency Identification and Annual Management and Operations

7. Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part I: Summary

PHA Name: CINCINNATI METROPOLITAN HOUSING AUTHORITHY	Grant Type and Number Capital Fund Program Grant No: OH10-P004501-06 Replacement Housing Factor Grant No:	Federal FY of Grant: 2006

X Original Annual Statement ☐ Reserve for Disasters/ Emergencies ☐ Revised Annual Statement (revision no:)
☐ Performance and Evaluation Report for Period Ending: ☐ Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	980,000			
3	1408 Management Improvements	532,000			
4	1410 Administration	945,000			
5	1411 Audit	0			
6	1415 Liquidated Damages	0			
7	1430 Fees and Costs	120,000			
8	1440 Site Acquisition	0			
9	1450 Site Improvement	958,000			
10	1460 Dwelling Structures	3,075,000			
11	1465.1 Dwelling Equipment—Nonexpendable	0			
12	1470 Nondwelling Structures	0			
13	1475 Nondwelling Equipment	0			
14	1485 Demolition	780,000			
15	1490 Replacement Reserve	0			
16	1492 Moving to Work Demonstration	0			
17	1495.1 Relocation Costs	0			
18	1499 Development Activities	3,800,000			
19	9000 Collaterization or Debt Service	1,543,182			
20	1502 Contingency	0			
21	Amount of Annual Grant: (sum of lines 2 – 20)	12,733,182			
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance	0			
24	Amount of line 21 Related to Security – Soft Costs	260,000			
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures	70,000			

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRxHF)
Part II: Supporting Pages

PHA Name: CINCINNATI METROPOLITAN HOUSING AUTHORITHY		Grant Type and Number Capital Fund Program Grant No: OH10-P004501-06 Replacement Housing Factor Grant No:				Federal FY of Grant: 2006		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
OH 4-2 ENGLISH WOODS	Demolition	1485		780,000				
OH 4-8 LIBERTY APARTMENTS	Interior – repair walls/paint	1460		211,000				
OH 4-11 MARQUETTE MANOR	Interior/asbestos removal-floor Carpet replacement	1460 1460		112,000 34,000				
OH 4-16 SETTY KUHN	Stove/refrigerator replacement Main entrance door/lock replacement	1460 1460		54.,000 104,000				
OH 4-17 STANLEY ROWE	Stanley Rowe Houses – Comp. Mod Bldg. A – Exterior Elevator/building joint reconstruction on shaft Bldg. "A" – paint railing Bldg. "B" – basement building stacks	1460 1460 1460 1460		190,000 184,000 12,000 96,000				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRxHF)
Part II: Supporting Pages

PHA Name: CINCINNATI METROPOLITAN HOUSING AUTHORITY		Grant Type and Number Capital Fund Program Grant No: OH10-P004501-06 Replacement Housing Factor Grant No:				Federal FY of Grant: 2006		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
OH 4-18 MARIANNA TERRACE	Sitework – replace concrete Interior – repair/walls/paint to correct asbestos removal damage	1450 1460		84,000 87,000				
OH 4-19 MAPLE TOWER	Interior – repair walls/paint	1460		192,000				
OH 4-20 THE REDDING	Exterior –repair balcony/replace concrete decks	1460		160,000				
OH 4-21 THE PRESIDENT	Interior – repair walls/paint	1460		26,000				
OH 4-22 PARK EDEN	Interior – repair walls/paint Refit compactor shoot	1460 1460		180,000 26,000				
OH 4-23 SCATTERED SITES	Stove/refrigerator replacement Main entrance doors/locks replacement	1460 1460		24,000 61,000				
OH 4-25 THE RIVERVIEW	Security Fence Carpet replacement	1450 1460		27,000 21,000				
OH 4-26 THE PINECREST	Repair bridge to main entrance	1450		27,000				
OH 4-28 WEBMAN COURT	Replace main entrance doors/locks	1460		24,000				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRxHF)
Part II: Supporting Pages

PHA Name: CINCINNATI METROPOLITAN HOUSING AUTHORITHY		Grant Type and Number Capital Fund Program Grant No: OH10-P004501-06 Replacement Housing Factor Grant No:				Federal FY of Grant: 2006		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
OH 4-29 QUEBEC/ CLINTON SPRINGS	Quebec – Sitework – retaining walls	1450		230,000				
OH 4-36 HORIZON HILLS	Repair outside decks/railing, repair Spaulding concrete	1450		184,000				
OH 4-38 SCATTERED SITES	Foundation repairs Roof replacement Counter replacement	1450 1460 1460		86,000 139,000 16,000				
OH 4-39 MAINVILLE, PAT. GARDENS, BEACON GLEN, LEDGEWOOD	Interior wall repairs/painting Sitework-repair concrete sidewalks/parking lot Roof replacement @ Beacon Glen	1460 1450 1460		184,000 142,000 74,000				
OH 4-40 EDEN BLDG.	Roof Replacement Sitework – storm sewer, sidewalks repair Stove/refrigerator replacement	1460 1450 1460		87,000 58,000 129,000				
OH 4-41 THE EVANSTON	Sitework-retaining wall/fence repair	1450		120,000				
OH 4-42 SCATTERED SITES	Stove/refrigerator	1460		32,000				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRxHF)
Part II: Supporting Pages

PHA Name: CINCINNATI METROPOLITAN HOUSING AUTHORITHY		Grant Type and Number Capital Fund Program Grant No: OH10-P004501-06 Replacement Housing Factor Grant No:				Federal FY of Grant: 2006		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
OH 4-51 SCATTERED SITES	Roof/gutters replacement	1460		58,000				
OH 4-53 SCATTERED SITES	Replace central air-a/c units	1460		18,000				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRxHF)
Part II: Supporting Pages

PHA Name: CINCINNATI METROPOLITAN HOUSING AUTHORITHY		Grant Type and Number Capital Fund Program Grant No: OH10-P004501-06 Replacement Housing Factor Grant No:				Federal FY of Grant: 2006		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
AGENCY WIDE	Computer & Tech. Upgrade	1406		700,000				
	Maintenance Equipment	1406		40,000				
	Vehicles	1406		240,000				
	Res. Initiative & Econ. Dev.	1408		200,000				
	Security Guards at Hi-Rises	1408		260,000				
	Training for Staff & Res.	1408		30,000				
	One Accountant	1408		42,000				
	Non Technical Salaries	1410		490,000				
	Travel	1410		6,000				
	Telephone Expense for CGP	1410		8,000				
	Advertising	1410		10,000				
	Fringe Benefits	1410		200,000				
	Technical Salaries	1410		231,000				
	Engineering/Architect Consultant	1430		120,000				
	Hazard Material Abatement	1460		40,000				
	Life Safety Systems	1460		330,000				
	Energy	1460		70,000				
	Development	1499		3,800,000				
	Annual Debt Service	9000		1,543,182				
	Contingency	1502		0				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: CINCINNATI METROPOLITAN HOUSING AUTHORITHY:	Grant Type and Number Capital Fund Program No: OH10-P004501-06 Replacement Housing Factor No:	Federal FY of Grant: 2006

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
OH 4-1 WINTON TERRACE	9/30/08						
OH 4-5 MILLVALE SOUTH	9/30/08						
OH 4-6 MILLVALE NORTH	9/30/08						
OH 4-7 THE BEECHWOOD	9/30/08						
OH 4-8 LIBERTY APARTMENTS	9/30/08						
OH 4-10 FINDLATER GARDENS ADDITION	9/30/08						
OH 4-11 MARQUETTE MANOR	9/30/08						
OH 4-13 FINDLATER GARDENS	9/30/08						
OH 4-14 SUTTER-VIEW	9/30/08						
OH 4-17 STANLEY ROWE	9/30/08						
OH 4-18 MARIANNA TERRACE	9/30/08						
OH 4-19 MAPLE TOWER	9/30/08						
OH 4-21 THE PRESIDENT	9/30/08						

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: CINCINNATI METROPOLITAN HOUSING AUTHORITHY:	Grant Type and Number Capital Fund Program No: OH10-P004501-06 Replacement Housing Factor No:	Federal FY of Grant: 2006

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
OH 4-22 PARK EDEN	9/30/08						
OH 4-23 SCATTERED SITES	9/30/08						
OH 4-25 THE RIVERVIEW	9/30/08						
OH 4-26 THE PINECREST	9/30/08						
OH 4-29 QUEBEC/ CLINTON SPRINGS	9/30/08						
OH 4-30 SCATTERED SITES	9/30/08						
OH 4-36 HORIZON HILLS	9/30/08						
OH 4-37 SAN MARCO	9/30/08						
OH 4-39 MAINVILLE, PAT. GARDENS, BEACON GLEN, LEDGEWOOD	9/30/08						
OH 4-40 EDEN BLDG. WASHINGTON TERRACE	9/30/08						

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: CINCINNATI METROPOLITAN HOUSING AUTHORITY:	Grant Type and Number Capital Fund Program No: OH10-P004501-06 Replacement Housing Factor No:	Federal FY of Grant: 2006

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
OH 4-41 THE EVANSTON	9/30/08						
OH 4-42 SCATTERED SITES	9/30/08						
OH 4-43 SCATTERED SITES	9/30/08						
OH 4-44 SCATTERED SITES	9/30/08						
OH 4-45 SCATTERED SITES	9/30/08						
OH 4-46 SCATTERED SITES	9/30/08						
OH 4-51 SCATTERED SITES	9/30/08						
OH 4-53 SCATTERED SITES	9/30/08						
OH 4-55 SCATTERED SITES	9/30/08						

8. Capital Fund Program Five-Year Action Plan
Part I: Summary

PHA Name: CINCINNATI METROPOLITAN HOUSING AUTHORITHY				X Original 5-Year Plan ☐Revision No:	
Development Number/Name/HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: PHA FY:	Work Statement for Year 3 FFY Grant: PHA FY:	Work Statement for Year 4 FFY Grant: PHA FY:	Work Statement for Year 5 FFY Grant: PHA FY:
	Annual Statement				
OH 4-1 WINTON TERRACE		460,000	160,000	0	0
OH 4-2 ENGLISH WOODS		590,000	641,000	1,000,000	0
OH 4-5 MILLVALE SOUTH		2,600,000	2,000,000	371,000	0
OH 4-7 THE BEECHWOOD		0	140,000	0	132,000
OH 4-10 FINDLATER GARDENS ADDITION		4,5000,000	4,000,000	968,000	68,000
OH 4-11 MARQUETTE MANOR		165,000	69,000	115,000	140,000
OH 4-16 SETTY KUHN		84,000	118,000	140,000	0
OH 4-17 STANLEY ROWE		119,000	235,000	0	97,000
OH 4-18 MARIANNA TERRACE		0	0	284,000	104,000
OH 4-19 MAPLE TOWER		159,000	0	0	28,000
OH 4-20 THE REDDING		197,000	0	31,000	0
OH 4-21 THE PRESIDENT		0	57,000	38,000	0
OH 4-22 PARK EDEN		144,000	214,000	22,000	194,000

OH 4-23 SCATTERED SITES		42,000	53,000	209,000	386,000
OH 4-25 THE RIVERVIEW		153,000	88,000	56,000	17,000
OH 4-26 THE PINECREST		37,000	0	180,000	0
OH 4-28 WEBMAN COURT		28,000	35,000	0	0
OH 4-29 QUEBEC/ CLINTON SPRINGS		0	33,280	111,000	282,000
OH 4-30 SCATTERED SITES		98,000	128,000	582,000	82,000
OH 4-36 HORIZON HILLS		28,000	0	29,000	38,000
OH 4-37 SAN MARCO		18,000	35,500	29,000	0
OH 4-38 SCATTERD SITES		0	34,000	91,000	400,000
OH 4-39 MAINVILLE, PAT. GARDENS, BEACON GLEN, LEDGEWOOD		57,000	42,000	93,000	671,000
OH 4-40 EDEN BLDG. WASHINGTON TERRACE		39,000	74,000	628,000	948,000
OH 4-41 THE EVANSTON		22,000	64,000	139,000	113,000
OH 4-42 SCATTERED SITES		0	0	393,000	477,000
OH 4-43 SCATTERED SITES		0	380,000	42,000	666,000
OH 4-44 SCATTERED STITES		0	108,000	113,000	569,000
OH 4-45 SCATTERED SITES		0	38,000	562,000	300,000
OH 4-46 SCATTERED SITES		0	91,000	359,000	411,000
OH 4-51 SCATTERED SITES		0	114,000	257,000	662,000

OH 4-53 SCATTERED SITES		0	8,700	12,100	0
OH 4-55 SCATTERED SITES		0	0	30,000	56,000
Physical improvement subtotal		9,350,000	8,719,000	6,384,100	7,241,000
Management Improvement		572,000	572,000	572,000	572,000
HA Wide Non-Dwelling Structures and Equipment		340,000	560,000	520,000	240,000
Administration		945,000	950,000	954,000	959,000
Other		90,000	90,000	90,000	90,000
Demolition		590,000	641,000	1,000,000	0
Annual Debt Service		1,543,182	1,543,182	1,543,182	1,543,182
Contingency		0	0	0	200,000
Mod use for Development		2,800,000	1,200,000	1,200,000	1,200,000
CFP Funds Listed for 5-year planning		16,230,182	14,275,662	12,263,282	12,045,182
Replacement Housing Factor Funds					

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages—Work Activities

Activities for Year 1	Activities for Year : 20067FFY Grant: PHA FY:			Activities for Year: 2008 FFY Grant: PHA FY:		
	Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
See	OH 4-1 Winton Terrace	Sitework-concrete, walk apron parking lot Radiator, lead abatement	300,000 160,000	OH 4-1 Winton Terrace	Interior- wall repair/painting	160,000
	OH 4-2 English Woods	Demolition	590,000	OH 4-2 English Woods	Demolition	641,000
Statement	OH 4-5 Millvale South	Comp. Mod	2,600,000	OH 4-5 Millvale South	Comp. Mod	2,000,000
	OH 4-7 The Beechwood		0	OH 4-7 The Beechwood	Sitework-retaining wall	140,000
	OH 4-10 Findlater Gardens Addition	Comp. Mod	4,500,000	OH 4-10 Findlater Gardens Addition	Comp. Mod	4,000,000
	OH 4-11 Marquette Manor	Interior- repair walls/bath, complete painting	165,000	OH 4-11 Marquette Manor	Electric heat pump replacement, fin tube repair-Phase 1	69,000
	OH 4-16 Setty Kuhn	Interior – repair walls/paint	84,000	OH 4-16 Setty Kuhn	Sitework-concrete, retaining walls	118,000
	OH 4-17 Stanley Rowe	Bldg. "B" Interior- repair walls/paint	119,000	OH 4-17 Stanley Rowe	Rowe Houses – Interior, repair counter tops/cabinets in 22 units	235,000
	OH 4-18 Marianna Terrace		0	OH 4-18 Marianna Terrace		0
	OH 4-19 Maple Tower	A/C replacement	159,000	OH 4-19 Maple Tower		0
	OH 4-20 The Redding	Interior – repair walls/paint, parquet flooring	197,000	OH 4-20 The Redding		0
	OH 4-21 The President		0	OH 4-21 The President	Replace a/c units	57,000
	OH 4-22 Park Eden	Stove/refrigerator replacement	144,000	OH 4-22 Park Eden	Replace a/c units	214,000
	OH 4-23 Scattered Sites	Interior – wall repair/painting	42,000	OH 4-23 Scattered Sites	Roof replacement @ 8 building	53,000

	OH 4-25 The Riverview	Stove/Refrigerator replacement A/C replacement	96,000 57,000	OH 4-25 The Riverview	Interior – repair walls/painting	88,000
	OH 4-26 The Pinecrest	Sitework-drainage	37,000	OH 4-26 The Pinecrest		0
	OH 4-28 Webman Court	Sitework-sewers, foundations, waterlines	28,000	OH 4-28 Webman Court	Exterior-repair wood siding/paint Roof replacement	16,000 19,000
	OH 4-29 Quebec/Clinton Springs		0	OH 4-29 Quebec/Clinton Springs	Clinton springs-refrigerator/stove replacement	33,280
	OH 4-30 Scattered Sites	Roof replacement @ 9 buildings Stove/refrigerator replacement	54,000 44,000	OH 4-30 Scattered Sites	Exterior –painting A/C replacement	59,000 69,000
	OH 4-36 Horizon Hills	Stove/refrigerator replacement	28,000	OH 4-36 Horizon Hills		0
	OH 4-37 San Marco	Rebuild 6 kitchen floors due to settling	18,000	OH 4-37 San Marco	A/C replacement Stove/refrigerator replacement	11,500 24,000
	OH 4-38 Scattered Sites		0	OH 4-38 Scattered Sites	Stove/refrigerator replacement	34,000
	OH 4-39 Manville, Pat. Gardens, Beacon Glen, Ledgewood	Queensgate apt.- replacement windows	57,000	OH 4-39 Manville, Pat. Gardens, Beacon Glen, Ledgewood	Beacon Glen – roof replacement	42,000
	OH 4-40 Eden Bldg./Washington Terrace	Interior – repair walls/painting @ Washington Terrace	39,000	OH 4-40 Eden Bldg./Washington Terrace	Eden Bldg. – Floor repairs	74,000
	OH 4-41 The Evanston	Replace 22 heat pumps	22,000	OH 4-41 The Evanston	Major roof repairs to standing seam @ North side	64,000
	OH 4-42 Scattered Sites		0	OH 4-42 Scattered Sites		0
	OH 4-43 Scattered Sites		0	OH 4-43 Scattered Sites	Comp. Mod	380,000
	OH 4-44 Scattered Sites		0	OH 4-44 Scattered Sites	Replacement windows Roof/gutter replacement	61,000 47,000
	OH 4-45 Scattered Sites		0	OH 4-45 Scattered Sites	Stove/refrigerator replacement	38,000

	OH 46 Scattered Sites		0	OH 4-46 Scattered Sites	Stove/refrigerator replacement Roof replacement	23,000 68,000
	OH 4-51 Scattered Sites			OH 4-51 Scattered Sites		
	OH 4-53 Scattered Sites		0	OH 4-53 Scattered Sites	Remington roof replacement	8,700
	OH 4-55 Scattered Sites		0	OH 4-55 Scattered Sites		0
	AGENCY WIDE	Computer & Tech. Upgrade	300,000	AGENCY WIDE	Computer & Tech. Upgrade	280,000
		Maintenance Equipment	40,000		Maintenance Equipment	40,000
		Vehicles	0		Vehicles	240,000
		Res. Initiative & Econ. Dev.	200,000		Res. Initiative & Econ. Dev.	200,000
		Security Guards at Hi-Rises	300,000		Security Guards at Hi-Rises	300,000
		Training for Staff & Res.	30,000		Training for Staff & Res.	30,000
		One Accountant	42,000		One Accountant	42,000
		Non Technical Salaries	490,000		Non Technical Salaries	490,000
		Travel	6,000		Travel	6,000
		Telephone Expense for CGP	8,000		Telephone Expense for CGP	8,000
		Advertising	10,000		Advertising	10,000
		Fringe Benefits	200,000		Fringe Benefits	200,000
		Technical Salaries	231,000		Technical Salaries	236,000
		Engineering/Architect Consultant	90,000		Engineering/Architect Consultant	90,000
		Hazard Material Abatement	40,000		Hazard Material Abatement	40,000
		Life Safety Systems	290,000		Life Safety Systems	290,000
		Energy	70,000		Energy	70,000
		Development	2,800,000		Development	1,200,000
		Annual Debt Service	1,543,182		Annual Debt Service	1,543,182
		Contingency	0		Contingency	0
Total CFP Estimated Cost						

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages—Work Activities

Activities for Year : 2009 FFY Grant: PHA FY:			Activities for Year: 2010 FFY Grant: PHA FY:		
Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
OH 4-1 Winton Terrace		0	OH 4-1 Winton Terrace		0
OH 4-2 English Woods	Demolition	1,000,000	OH 4-2 English woods		0
OH 4-5 Millvale South	Sitework-sidewalk/parking repairs, aprons	371,000	OH 4-5 Millvale South		0
OH 4-7 The Beechwood		0	OH 4-7 The Beechwood	Sitework – driveway, parking, sidewalk replacement	132,000
OH 4-10 Findlater Gardens Addition	Sitework – Landscaping	968,000	OH 4-10 Findlater Gardens Addition	Interior – wall repair/painting	68,000
OH 4-11 Marquette Manor	Stove/refrigerator replacement	115,000	OH 4-11 Marquette Manor	Heat pump replacement	140,000
OH 4-16 Setty Kuhn	Interior – hardwood plank floors	140,000	OH 4-16 Setty Kuhn		0
OH 4-17 Stanley Rowe		0	OH 4-17 Stanley Rowe	Building "A" Interior – repair walls/paint	97,000
OH 4-18 Marianna Terrace	Exterior – Tuck pointing/foundation repair	284,000	OH 4-18 Marianna Terrace	Roof replacement @ 6 buildings	104,000

OH 4-19 Maple Tower		0	OH 4-19 Maple Tower	Sitework – repair blacktop and seal parking lot	28,000
OH 4-20 The Redding	Sitework – repair parking lot/driveway repairs over sub parking lot	31,000	OH 4-20 The Redding		0
OH 4-21 The President	Replace compactor Sitework – repair parking area and sidewalk	22,000 16000	OH 4-21 The President		0
OH 4-22 Park Eden	Replace compactor	22,000	OH 4-22 Park Eden	Interior – hall wall repair/asbestos removal and tile replacement	194,000
OH 4-23 Scattered Sites	Comp. Mod	209,000	OH 4-23 Scattered Sites	Comp. Mod	386,000
OH 4-25 The Riverview	Boiler pump replacement Replacement compactor	18,000 38,000	OH 4-25 The Riverview	Repair and seal parking lot/ driveway	17,000
OH 4-26 The Pinecrest	Interior – repair/paint common space	180,000	OH 4-26 The Pinecrest		0
OH 4-28 Webman Court		0	OH 4-28 Webman Court		0
OH 4-29 Quebec/Clinton Springs	Repair both sites parking lot and seal. Furnace replacement @ Quebec	23,000 88,000	OH 4-29 Quebec/Clinton Springs	Clinton Springs – Interior – wall repairs/paint Furnace Replacement Basement/foundation repairs	57,000 109,000 116,000
OH 4-30 Scattered Sites	Comp. Mod	582,000	OH 4-30 Scattered Sites	Roof replacement/gutters @ 14 building	82,000
OH 4-36 Horizon Hills	Interior – wall repairs/paint	29,000	OH 4-36 Horizon Hills	Boiler replacement	38,000
OH 4-37 San Marco	Interior – repair walls/paint	29,000	OH 4-37 San Marco		0

OH 4-38 Scattered Sites	Exterior – siding and soffie replacement	91,000	OH 4-38 Scattered Sites	Comp. Mod	400,000
OH 4-39 Manville, Pat. Gardens, Beacon Glen, Ledgewood	Replace boiler system Ledgewood/Patricia Gardens – Stove/refrigerator replacement	57,000 36,000	OH 4-39 Manville, Pat. Gardens, Beacon Glen, Ledgewood	Comp. Mod	671,000
OH 4-40 Eden Bldg./Washington Terrace	Interior – repair walls/paint Comp. Mod	28,000 600,000	OH 4-40 Eden Bldg./Washington Terrace	Comp. Mod Roof Replacement	800,000 148,000
OH 4-41 The Evanston	Major roof repair on south side Replace 42 heat pumps	93,000 46,000	OH 4-41 The Evanston	Interior – wall repairs/paint Parking lot repairs	84,000 29,000
OH 4-42 Scattered Sites	Roof replacement @ 9 structures Comp. Mod Replace entrance doors/hardware	51,000 280,000 62,000	OH 4-42 Scattered Sites	Sitework – sewers lot repairs/sidewalks Comp. Mod	84,000 393,000
OH 4-43 Scattered Sites	Stove/refrigerator replacement	42,000	OH 4-43 Scattered Sites	Roof/gutter replacements Sitework – parking, sidewalks, driveway Comp. Mod	72,000 194,000 400,000
OH 4-44 Scattered Sites	Stove/refrigerator replacement Sitework – driveway/sidewalks repair	42,000 71,000	OH 4-44 Scattered Sites	Comp. Mod 11 Roof/gutter repairs and siding	460,000 109,000
OH 4-45 Scattered Sites	Sitework – driveway, sewers and sidewalk repairs Roof replacement Comp. Mod	142,000 60,000 360,000	OH 4-45 Scattered Sites	Comp Mod	300,000

OH 4-46 Scattered Sites	Comp. Mod Sitework – repair driveway/sidewalks	280,000 79,000	OH 4-46 Scattered Sites	Comp. Mod	411,000
OH 4-51 Scattered Sites	Sitework – repair sidewalks and driveways Stove/refrigerator replacement A/C replacement	118,000 82,000 57,000	OH 4-51 Scattered Sites	Stove/refrigerator replacement Comp. Mod	84,000 578,000
OH 4-53 Scattered Sites	Furnace replacement A/C replacement	5,900 6,200	OH 4-53 Scattered Sites		0
OH 4-55scattered Sites	Interior – wall repairs/paint Carpet replacement	16,000 14,000	OH 4-55scattered Sites	Sitework – retaining wall/concrete repairs	56,000

	AGENCY WIDE			AGENCY WIDE		
		Computer & Tech. Upgrade	200,000		Computer & Tech. Upgrade	200,000
		Maintenance Equipment	40,000		Maintenance Equipment	40,000
		Vehicles	280,000		Vehicles	0
		Res. Initiative & Econ. Dev.	200,000		Res. Initiative & Econ. Dev.	200,000
		Security Guards at Hi-Rises	300,000		Security Guards at Hi-Rises	300,000
		Training for Staff & Res.	30,000		Training for Staff & Res.	30,000
		One Accountant	42,000		One Accountant	42,000
		Non Technical Salaries	490,000		Non Technical Salaries	490,000
		Travel	6,000		Travel	6,000
		Telephone Expense for CGP	8,000		Telephone Expense for CGP	8,000
		Advertising	10,000		Advertising	10,000
		Fringe Benefits	200,000		Fringe Benefits	200,000
		Technical Salaries	240,000		Technical Salaries	245,000
		Engineering/Architect Consultant	90,000		Engineering/Architect Consultant	90,000
		Hazard Material Abatement	40,000		Hazard Material Abatement	40,000
		Life Safety Systems	290,000		Life Safety Systems	290,000
		Energy	170,000		Energy	70,000
		Development	1,200,000		Development	1,200,000
		Annual Debt Service	1,543,182		Annual Debt Service	1,543,182
		Contingency	0		Contingency	200,000
Total CFP Estimated Cost						

Annual Statement /
Performance and Evaluation Report
Part I: Summary
Capital Funds Program (CFP)

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval 2577-0157 (Exp. 3/31/2002)

HA Name	Capital Funds Project Number	FFY of Approval
Cincinnati Metropolitan Housing Authority	CFFP Financing Proceeds	2005

[X] Original Annual Statement [ ] Reserve for Disasters/Emergencies [ ] Revised Annual Statement/Revision Number # [ ] Performance and Evaluation Report for Program Year Ending_____
[ ] Final Performance and Evaluation Report

Latest revision 05/24/06

Line No.		Summary by Development Account	Total Estimated Cost		Total Actual Cost (2)	
			Original Revision #	Revised (2)	Obligated	Expended
1	Total Non-CFP Funds					
2	1406	Operations (May not exceed 20% of line 20 for PHAs with 250 or more Units)	$0	$0	$0	$0
3	1408	Management Improvements (May not exceed 20% of line 20)	$0	$0	$0	$0
4	1410	Administration (May not exceed 10% of line 20)	$0	$0	$0	$0
5	1411	Audit	$0	$0	$0	$0
6	1415	Liquidated Damages	$0	$0	$0	$0
7	1430	Fees and Costs	$180,000	$0	$0	$0
8	1440	Site Acquisition	$0	$0	$0	$0
9	1450	Site Improvement	$2,210,300	$0	$0	$0
10	1460	Dwelling Structures	$15,838,270	$0	$0	$0
11	1465.1	Dwelling Equipment - Nonexpendable	$0	$0	$0	$0
12	1470	Nondwelling Structures	$0	$0	$0	$0
13	1475	Nondwelling Equipment	$0	$0	$0	$0
14	1485	Demolition	$0	$0	$0	$0
15	1490	Replacement Reserve	$0	$0	$0	$0
16	1492	Moving to Work Demonstration	$0	$0	$0	$0
17				$0	$0	$0
18	1501	Debt Service Reserve & Capitalized Interest	$1,771,430	$0	$0	$0
19	1502	Contingency (may not exceed 8% of line 20)	$0	$0	$0	$0
20	Amount of CFFP Proceeds (Sum of lines 2 - 19)		$20,000,000.00	$0.00	$0.00	$0.00
21	Amount of line 20 Related to LBP Activities					
22	Amount of line 20 Related to Section 504 Compliance					
23	Amount of line 20 Related to Security					
24	Amount of line 20 Related to Energy Conservation Measures					

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
(2) To be completed for the Performance and Evaluation Report.

Signature of Executive Director and Date

Signature of Public Housing Director/Office of Native American Programs Administrator and Date
This Funding is approved subject to the approval of the loan financing application.

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Part II: Supporting Pages
Capital Funds Program: Proposed Loan Funds

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Latest Revision 05/24/06

OMB Approval 2577-0157 (Exp. 3/31/2002)

Development Number / Name HA - Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost Original	Total Estimated Cost Revised (1)	Total Actual Cost Funds Obligated (2)	Total Actual Cost Funds Expended (2)	Status of Proposed Work (2)
PHA Wide	1406 Operations	1406		$0.00	$0.00	$0.00	$0.00	
PHA Wide	1408 Management Improvements	1408		$0.00	$0.00	$0.00	$0.00	
PHA Wide	1410 Administration	1410		$0.00	$0.00	$0.00	$0.00	
PHA Wide	1411 Audits	1411		$0.00	$0.00	$0.00	$0.00	
PHA Wide	1415 Liquidated Damages	1415		$0.00	$0.00	$0.00	$0.00	
PHA Wide	1430 Fees and Cost	1430						
	Financing Fees To Fannie Mae & 3rd Parties			$180,000.00	$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
	Total 1430			$180,000.00	$0.00	$0.00	$0.00	
PHA Wide	1440 SITE ACQUISITION	1440		$0.00	$0.00	$0.00	$0.00	
PHA Wide	1501 CAPITALIZED INTEREST	1501		$220,248.00	$0.00	$0.00	$0.00	
PHA Wide	1501 DEBT SERVICE RESERVE	1501		$1,643,182.00	$0.00	$0.00	$0.00	
	SUBTOTAL			$1,851,430	$0	$0	$0	
[illegible]	[illegible]							
	1450 Site Improvements	1450		$0.00	$0.00	$0.00	$0.00	
	1460 Dwelling Structure	1460						
	Boiler Replacement of 139 boilers and underground distribution system in 30 boiler rooms. Current boiler & valves are 37 years old, radiators are 65 years old.			$1,800,000.00	$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
	Total 1460			$1,800,000.00	$0.00	$0.00	$0.00	
	1465 Dwelling Equipment	1465		$0.00	$0.00	$0.00	$0.00	
	1470 Non-Dwelling Structures	1470		$0.00	$0.00	$0.00	$0.00	
	1475 Non-Dwelling Equipment	1475		$0.00	$0.00	$0.00	$0.00	
	1485 DEMOLITION COSTS	1485		$0.00	$0.00	$0.00	$0.00	
	1495 RELOCATION COST	1495		$0.00	$0.00	$0.00	$0.00	
	TOTAL COST [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

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U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Latest Revision 05/24/06

OMB Approval 2577-0157 (Exp. 3/31/2002)

Development Number / Name HA - Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost: Original	Total Estimated Cost: Revised (1)	Total Actual Cost: Funds Obligated (2)	Total Actual Cost: Funds Expended (2)	Status of Proposed Work (2)
[illegible]	[illegible]							
	1450 Site Improvements	1450		$842,000.00	$0.00	$0.00	$0.00	
	Storm Sewer, Electric , Fencing & Security							
	1460 Dwelling Structure	1460						
	Comprehensive rehab of the units. Includes rehab of exterior and interior o f the units , kitchen & baths, walls, carpet etc.			$2,131,000.00	$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
	Total 1460			$2,131,000.00	$0.00	$0.00	$0.00	
	1465 Dwelling Equipment	1465		$0.00	$0.00	$0.00	$0.00	
	1470 Non-Dwelling Structures	1470		$0.00	$0.00	$0.00	$0.00	
	1475 Non-Dwelling Equipment	1475		$0.00	$0.00	$0.00	$0.00	
	1485 DEMOLITION COSTS	1485		$0.00	$0.00	$0.00	$0.00	
	1495 RELOCATION COST	1495		$0.00	$0.00	$0.00	$0.00	
	Total Cost for Project #2 Millvale South			[illegible]	[illegible]	[illegible]	[illegible]	
[illegible]	[illegible]							
	1450 Site Improvements	1450		$842,000.00	$0.00	$0.00	$0.00	
	Storm Sewer, Electric , Fencing & Security							
	1460 Dwelling Structure	1460						
	Comprehensive rehab of the units. Includes rehab of exterior and interior o f the units , kitchen & baths, walls, carpet etc.			$2,131,000.00	$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
	Total 1460			$2,131,000.00	$0.00	$0.00	$0.00	
	1465 Dwelling Equipment	1465		$0.00	$0.00	$0.00	$0.00	
	1470 Non-Dwelling Structures	1470		$0.00	$0.00	$0.00	$0.00	
	1475 Non-Dwelling Equipment	1475		$0.00	$0.00	$0.00	$0.00	
	1485 DEMOLITION COSTS	1485		$0.00	$0.00	$0.00	$0.00	
	1495 RELOCATION COST	1495		$0.00	$0.00	$0.00	$0.00	
	Total Cost for Project #3 Millvale			[illegible]	[illegible]	$0.00	$0.00	

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Development Number / Name HA - Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
[illegible]	[illegible]							
	1450 Site Improvements	1450			$0.00	$0.00	$0.00	
	Storm Sewer, Electric , Fencing & Security							
	1460 Dwelling Structure	1460						
	Comprehensive rehab of the units. Includes rehab of exterior and interior o f the units , kitchen & baths, walls, carpet etc.			$1,845,641.00	$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
	Total 1460			$1,845,641.00	$0.00	$0.00	$0.00	
	1465 Dwelling Equipment	1465		$0.00	$0.00	$0.00	$0.00	
	1470 Non-Dwelling Structures	1470		$0.00	$0.00	$0.00	$0.00	
	1475 Non-Dwelling Equipment	1475		$0.00	$0.00	$0.00	$0.00	
	1485 DEMOLITION COSTS	1485		$0.00	$0.00	$0.00	$0.00	
	1495 RELOCATION COST	1495		$0.00	$0.00	$0.00	$0.00	
	Total Cost for Project #4 The [illegible]			[illegible]	[illegible]	[illegible]	[illegible]	
[illegible]	[illegible]							
	1450 Site Improvements	1450		$0.00	$0.00	$0.00	$0.00	
	1460 Dwelling Structure	1460						
	Comprehensive Modernization			$5,000,000.00	$0.00	$0.00	$0.00	
	Interior Rehab and upgrading kitchins & bathrooms for 367 units, including insulation, tile flooring, HVAC, doors & trim, etc.				$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
	Total 1460			$5,000,000.00	$0.00	$0.00	$0.00	
	1465 Dwelling Equipment	1465		$0.00	$0.00	$0.00	$0.00	
	1470 Non-Dwelling Structures	1470		$0.00	$0.00	$0.00	$0.00	
	1475 Non-Dwelling Equipment	1475		$0.00	$0.00	$0.00	$0.00	
	1485 DEMOLITION COSTS	1485		$0.00	$0.00	$0.00	$0.00	
	1495 RELOCATION COST	1495		$0.00	$0.00	$0.00	$0.00	
	Total Cost for Project #5 Findlater Gardens			[illegible]	[illegible]	[illegible]	[illegible]	

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U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

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OMB Approval 2577-0157 (Exp. 3/31/2002)

Development Number / Name HA - Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost Original	Total Estimated Cost Revised (1)	Total Actual Cost Funds Obligated (2)	Total Actual Cost Funds Expended (2)	Status of Proposed Work (2)
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
	1450 Site Improvements	1450		$0.00	$0.00	$0.00	$0.00	
	1460 Dwelling Structure	1460						
	Comprehensive Mod Rehab of 49 Units, including kitchens, doors ,flooring, plumbing, washer & dryer hookups Etc.			$850,000.00	$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
	Total 1460			$850,000.00	$0.00	$0.00	$0.00	
	1465 Dwelling Equipment	1465		$0.00	$0.00	$0.00	$0.00	
	1470 Non-Dwelling Structures	1470		$0.00	$0.00	$0.00	$0.00	
	1475 Non-Dwelling Equipment	1475		$0.00	$0.00	$0.00	$0.00	
	1485 DEMOLITION COSTS	1485		$0.00	$0.00	$0.00	$0.00	
	1495 RELOCATION COST	1495		$0.00	$0.00	$0.00	$0.00	
	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
	1450 Site Improvements	1450			$0.00	$0.00	$0.00	
	1460 Dwelling Structure	1460						
	Building Rehab Interior & Exterior			$460,000.00	$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
	Total 1460			$460,000.00	$0.00	$0.00	$0.00	
	1465 Dwelling Equipment	1465		$0.00	$0.00	$0.00	$0.00	
	1470 Non-Dwelling Structures	1470		$0.00	$0.00	$0.00	$0.00	
	1475 Non-Dwelling Equipment	1475		$0.00	$0.00	$0.00	$0.00	
	1485 DEMOLITION COSTS	1485		$0.00	$0.00	$0.00	$0.00	
	1495 RELOCATION COST	1495		$0.00	$0.00	$0.00	$0.00	
	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

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Development Number / Name HA - Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost Original	Total Estimated Cost Revised (1)	Total Actual Cost Funds Obligated (2)	Total Actual Cost Funds Expended (2)	Status of Proposed Work (2)
[illegible]	[illegible]							
	1450 Site Improvements	1450		$0.00	$0.00	$0.00	$0.00	
	1460 Dwelling Structure	1460						
	High Rise Façade Restoration of brick, lintels, tuck-pointing, and sculptural stone work, two faces of this building need restored.			$1,200,000.00	$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
	Total 1460			$1,200,000.00	$0.00	$0.00	$0.00	
	1465 Dwelling Equipment	1465		$0.00	$0.00	$0.00	$0.00	
	1470 Non-Dwelling Structures	1470		$0.00	$0.00	$0.00	$0.00	
	1475 Non-Dwelling Equipment	1475		$0.00	$0.00	$0.00	$0.00	
	1485 DEMOLITION COSTS	1485		$0.00	$0.00	$0.00	$0.00	
	1495 RELOCATION COST	1495		$0.00	$0.00	$0.00	$0.00	
	[illegible]							
[illegible]	[illegible]							
	1450 Site Improvements	1450		$280,000.00	$0.00	$0.00	$0.00	
	Site & Concrete repair, brick retaining walls, steps etc.							
	1460 Dwelling Structure	1460						
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
	Total 1460			$0.00	$0.00	$0.00	$0.00	
	1465 Dwelling Equipment	1465		$0.00	$0.00	$0.00	$0.00	
	1470 Non-Dwelling Structures	1470		$0.00	$0.00	$0.00	$0.00	
	1475 Non-Dwelling Equipment	1475		$0.00	$0.00	$0.00	$0.00	
	1485 DEMOLITION COSTS	1485		$0.00	$0.00	$0.00	$0.00	
	1495 RELOCATION COST	1495		$0.00	$0.00	$0.00	$0.00	
	[illegible]							

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[illegible]	[illegible]							
	1450 Site Improvements	1450			$0.00	$0.00	$0.00	
	1460 Dwelling Structure	1460						
	Six homes need rehab work and have been deferred.			$300,000.00	$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
	Total 1460			$300,000.00	$0.00	$0.00	$0.00	
	1465 Dwelling Equipment	1465		$0.00	$0.00	$0.00	$0.00	
	1470 Non-Dwelling Structures	1470		$0.00	$0.00	$0.00	$0.00	
	1475 Non-Dwelling Equipment	1475		$0.00	$0.00	$0.00	$0.00	
	1485 DEMOLITION COSTS	1485		$0.00	$0.00	$0.00	$0.00	
	1495 RELOCATION COST	1495		$0.00	$0.00	$0.00	$0.00	
	[illegible]							
[illegible]	[illegible]							
	1450 Site Improvements	1450		$245,300.00	$0.00	$0.00	$0.00	
	Concrete side walk, steps, & drives replacement							
	1460 Dwelling Structure	1460						
					$0.00	$0.00	$0.00	
	Lead abatement front and rear entrance doors & jambs			$120,629.00	$0.00	$0.00	$0.00	
	windows & sills replacement, full wood baseboard and trim replacement				$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
	Total 1460			$120,629.00	$0.00	$0.00	$0.00	
	1465 Dwelling Equipment	1465		$0.00	$0.00	$0.00	$0.00	
	1470 Non-Dwelling Structures	1470		$0.00	$0.00	$0.00	$0.00	
	1475 Non-Dwelling Equipment	1475		$0.00	$0.00	$0.00	$0.00	
	1485 DEMOLITION COSTS	1485		$0.00	$0.00	$0.00	$0.00	
	1495 RELOCATION COST	1495		$0.00	$0.00	$0.00	$0.00	
	[illegible]							

Annual Statement /
Performance and Evaluation Report
Part III: Implementation Schedule
Capital Fund Program: Proposed Loan Funds

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Latest Revision 05/24/06

OMB Approval No. 2577-0157 (Exp. 3/31/2002)

Development Number / Name HA - Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates (2)
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	
PHA-Wide	10/01/07			10/01/09			
Project #1	10/01/07			10/01/09			
Project #2	10/01/07			10/01/09			
Project #3	10/01/07			10/01/09			
Project #4	10/01/07			10/01/09			
Project #5	10/01/07			10/01/09			
Project #6	10/01/07			10/01/09			
Project #7	10/01/07			10/01/09			
Project #8	10/01/07			10/01/09			
Project #9	10/01/07			10/01/09			
Project #10	10/01/07			10/01/09			
Project #11	10/01/07			10/01/09			

To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

(2) To be completed for the Performance and Evaluation Report.

Signature of Executive Director and Date

Signature of Public Housing Director/Office of Native American Programs Administrator and Date

Draft - Version 1.1
Subject to Change without Notice

Annual Statement /Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPHF) Part 1 : Summary

PHA Name:	Grant Type and Number	Federal FY of Grant:
Cincinnati Metropolitan Housing Authority	Capital Fund Program Grant No: OH10P00450104 Replacement Housing Factor Grant No:	2004

[ ] Original Annual Statement [ ] Reserve for Disaster / Emergencies [ ] Revised Annual Statement (revision Number:)
[X] Performance and Evaluation Report for Period Ending: 12/31/05 [ ] Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	930,000.00	930,000.00	857,839.17	339,473.94
3	1408 Management Improvements	387,000.00	387,000.00	367,969.95	571,776.81
4	1410 Administration	1,037,000.00	1,037,000.00	770,510.45	446,551.47
5	1411 Audit	0.00			
6	1415 Liquidated Damages	0.00			
7	1430 Fees and Costs	160,000.00	160,000.00	75,960.45	75,915.69
8	1440 Site Acquisition	0.00	0.00	0.00	0.00
9	1450 Site Improvement	57,000.00	57,000.00	66,218.30	62,370.35
10	1460 Dwelling Structures	5,846,841.00	5,846,841.00	11,276,702.80	6,987,713.47
11	1465.1 Dwelling Equipment--Nonexpendable	0.00	0.00	0.00	0.00
12	1470 Nondwelling Structures	0.00	0.00	0.00	0.00
13	1475 Nondwelling Equipment	0.00			
14	1485 Demolition	0.00	0.00	0.00	0.00
15	1490 Replacement reserve	0.00	0.00	0.00	0.00
16	1492 Moving to Work Demonstration	0.00			
17	1495.1 Relocation Costs	0.00	0.00	0.00	0.00
18	1499 Development Activity	4,400,000.00	4,400,000.00	2,548,632.59	2,548,632.59
19	1502 Contingency	0.00	0.00	0.00	0.00
20	**Amount of Annual Grant (Sum of lines 2-19)**	**12,817,841.00**	**12,817,841.00**	**15,963,833.71**	**11,032,434.32**
	Amount of line 20 Related to LBP Activities	170,000.00	170,000.00	45,385.50	70,440.50
	Amount of line 20 Related to Section 504 Compliance	0.00	0.00	0.00	0.00
	Amount of line 20 Related to Security--Soft Costs	126,000.00	126,000.00	126,000.00	199,125.21
	Amount of line 20 Related to Security--Hard Costs	75,000.00	75,000.00	82,105.59	183,191.47
	Amount of line 20 Related to Energy Conservation measure	75,000.00	75,000.00	127,041.57	137,803.47
	Collateralization Expenses or Debt Service				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRF)
Part II: Supporting Pages

PHA Name: Cincinnati Metropolitan Housing Authority		Grant Type and Number: Capital Fund Program Grant No: OH10P00450104; Replacement Housing Factor Grant No:				Federal FY of Grant: 2004		
Development Number/Name HA - Wide Activities	General Description of Major Work Categories	Develop. Account Number	Quantity	Total Estimated Cost Original	Total Estimated Cost Revised	Total Actual Cost Obligated	Total Actual Cost Expended	Status of Work
713 OH 4-01 WINTON TERRACE	1321 INTERIOR RENOVATION	1460		586,000.00	586,000.00	2,924,373.33	1,949,902.65	C-2
	Subtotal 1460			586,000.00	586,000.00	2,924,373.33	1,949,902.65	
	Subtotal OH10P004001			**586,000.00**	**586,000.00**	**2,924,373.33**	**1,949,902.65**	
713 OH 4-02 ENGLISH WOODS	1322 INTERIOR /EXTERIOR RENOV.	1460		211,000.00	211,000.00	1,034,055.35	1,379,190.58	C-2
	Subtotal 1460			211,000.00	211,000.00	1,034,055.35	1,379,190.58	
	Subtotal OH10P004002			**211,000.00**	**211,000.00**	**1,034,055.35**	**1,379,190.58**	
713 OH 4-05 MILLVALE	1324 COMPREHENSIVE	1460		374,000.00	374,000.00	640,910.20	305,839.01	C-2
	Subtotal 1460			374,000.00	374,000.00	640,910.20	305,839.01	
	Subtotal OH10P004005			**374,000.00**	**374,000.00**	**640,910.20**	**305,839.01**	
713 OH 4-07 BEECHWOOD	1325 INTERIOR RENOVATION	1460		396,000.00	396,000.00	394,756.00	62,018.27	C-2
	Subtotal 1460			396,000.00	396,000.00	394,756.00	62,018.27	
	Subtotal OH10P004007			**396,000.00**	**396,000.00**	**394,756.00**	**62,018.27**	
713 OH 4-08 LAUREL HOMES	1323 INTERIOR /EXTERIOR RENOV.	1460		230,000.00	230,000.00	400.00	0.00	C-2
	Subtotal 1460			230,000.00	230,000.00	400.00	0.00	
	Subtotal OH10P004008			**230,000.00**	**230,000.00**	**400.00**	**0.00**	
713 OH 4-10 FINDLATER GARDEN	1326 COMPREHENSIVE	1460		2,623,841.00	2,623,841.00	4,489,590.34	1,522,113.36	C-2
	Subtotal 1460			2,623,841.00	2,623,841.00	4,489,590.34	1,522,113.36	
	Subtotal OH10P004010			**2,623,841.00**	**2,623,841.00**	**4,489,590.34**	**1,522,113.36**	
713 OH 4-17 STANLEY ROW	1327 SITE WORK	1450		57,000.00	57,000.00	66,218.30	60,838.40	C-1
	Subtotal 1450			57,000.00	57,000.00	66,218.30	60,838.40	
	Subtotal OH10P004017			**57,000.00**	**57,000.00**	**66,218.30**	**60,838.40**	
713 OH 4-23 SCATTERED SITES 4-	1328 INTERIOR/EXTERIOR	1460		211,000.00	211,000.00	77,131.00	79,371.00	C-2
	Subtotal 1460			211,000.00	211,000.00	77,131.00	79,371.00	
	Subtotal OH10P004023			**211,000.00**	**211,000.00**	**77,131.00**	**79,371.00**	
713 OH 4-25 RIVERVIEW	1329 INTERIOR/EXTERIOR	1460		126,000.00	126,000.00	26,884.50	39,866.89	C-2
	Subtotal 1460			126,000.00	126,000.00	26,884.50	39,866.89	
	Subtotal OH10P004025			**126,000.00**	**126,000.00**	**26,884.50**	**39,866.89**	
713 OH 4-26 PINECREST	1330 INTERIOR/EXTERIOR RENOVATION	1460		404,000.00	404,000.00	594,176.50	233,659.21	C-2
	Subtotal 1460			404,000.00	404,000.00	594,176.50	233,659.21	
	Subtotal OH10P004026			**404,000.00**	**404,000.00**	**594,176.50**	**233,659.21**	

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRF)
Part II: Supporting Pages

PHA Name: Cincinnati Metropolitan Housing Authority		Grant Type and Number: Capital Fund Program Grant No: OH10P00450104 Replacement Housing Factor Grant No:				Federal FY of Grant: 2004		
Development Number/Name HA - Wide Activities	General Description of Major Work Categories	Develop. Account Number	Quantity	Total Estimated Cost Original	Total Estimated Cost Revised	Total Actual Cost Obligated	Total Actual Cost Expended	Status of Work
713 OH 4-39 SCATTERED SITES 4-	1331 INTERIOR/EXTERIOR RENOVATION	1460		40,000.00	40,000.00	35,358.97	193,438.73	C-1
	Subtotal 1460			40,000.00	40,000.00	35,358.97	193,438.73	
	Subtotal OH10P004039			**40,000.00**	**40,000.00**	**35,358.97**	**193,438.73**	
713 OH 4-40 SCATTERED SITES 4-	1332 INTERIOR/EXTERIOR	1460		40,000.00	40,000.00	236,173.93	120,625.60	C-1
	Subtotal 1460			40,000.00	40,000.00	236,173.93	120,625.60	
	Subtotal OH10P004040			**40,000.00**	**40,000.00**	**236,173.93**	**120,625.60**	
713 OH 4-42 SCATTERED SITES 4-	1333 INTERIOR/EXTERIOR	1460		225,000.00	225,000.00	487,280.21	592,071.91	C-1
	Subtotal 1460			225,000.00	225,000.00	487,280.21	592,071.91	
	Subtotal OH10P004042			**225,000.00**	**225,000.00**	**487,280.21**	**592,071.91**	
713 OH 4-25 RIVERVIEW	1235 SITE WORK	1450		0.00	0.00	0.00	1,531.95	C-1
	Subtotal 1450			0.00	0.00	0.00	1,531.95	
	Subtotal OH10P004025			**0.00**	**0.00**	**0.00**	**1,531.95**	
713 OH 4-999 AGENCY WIDE	1301 COMPUTER & TECH. UPGRADE	1406		780,000.00	780,000.00	780,000.00	255,992.28	
713 OH 4-999 AGENCY WIDE	1302 MAINT/MGT. EQUIPMENT	1406		60,000.00	60,000.00	69,862.30	74,530.24	
713 OH 4-999 AGENCY WIDE	1303 VEHICLES	1406		90,000.00	90,000.00	7,976.87	8,951.42	
	Subtotal 1406			930,000.00	930,000.00	857,839.17	339,473.94	
713 OH 4-999 AGENCY WIDE	1304 RES. INITIATIVE & ECON. DEV	1408		200,000.00	200,000.00	200,000.00	315,335.68	
713 OH 4-999 AGENCY WIDE	1305 SECURITY GUARDS AT HIRISES	1408		126,000.00	126,000.00	126,000.00	199,125.21	
713 OH 4-999 AGENCY WIDE	1306 TRAINING FOR STAFF & RESIDENT	1408		25,000.00	25,000.00	5,969.95	9,188.92	
713 OH 4-999 AGENCY WIDE	1307 ONE ACCOUNTANT	1408		36,000.00	36,000.00	36,000.00	48,127.00	
	Subtotal 1408			387,000.00	387,000.00	367,969.95	571,776.81	
713 OH 4-999 AGENCY WIDE	1308 NON TECHNICAL SALARIES	1410.1		540,000.00	540,000.00	540,000.00	14,207.93	
713 OH 4-999 AGENCY WIDE	1309 TRAVEL	1410.1		20,000.00	20,000.00	402.24	402.24	
	Subtotal 1410.1			560,000.00	560,000.00	540,402.24	14,610.17	
713 OH 4-999 AGENCY WIDE	1311 TELEPHONE EXPENSE FOR CGP	1410.16		12,000.00	12,000.00	4,108.21	4,108.21	
	Subtotal 1410.16			12,000.00	12,000.00	4,108.21	4,108.21	
713 OH 4-999 AGENCY WIDE	1312 ADVERTISING	1410.19		223,000.00	223,000.00	0.00	425.56	
	Subtotal 1410.19			223,000.00	223,000.00	0.00	425.56	
713 OH 4-999 AGENCY WIDE	1313 TECHNICAL SALARIES	1410.2		226,000.00	226,000.00	226,000.00	396,565.28	
	Subtotal 1410.2			226,000.00	226,000.00	226,000.00	396,565.28	
713 OH 4-999 AGENCY WIDE	1310 FRINGE BENEFITS	1410.9		16,000.00	16,000.00	0.00	30,842.25	
	Subtotal 1410.9			16,000.00	16,000.00	0.00	30,842.25	
713 OH 4-999 AGENCY WIDE	1314 CONSULTANT FEES	1430.1		120,000.00	120,000.00	72,100.45	72,595.69	
	Subtotal 1430.1			120,000.00	120,000.00	72,100.45	72,595.69	

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRF)
Part II: Supporting Pages

PHA Name: Cincinnati Metropolitan Housing Authority			Grant Type and Number: Capital Fund Program Grant No: OH10P00450104 Replacement Housing Factor Grant No:				Federal FY of Grant: 2004		
Development Number/Name HA - Wide Activities	General Description of Major Work Categories		Develop. Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
					Original	Revised	Obligated	Expended	
713 OH 4-999 AGENCY WIDE	1315 HAZ MAT. CONSULTANT		1430.2		40,000.00	40,000.00	3,860.00	3,320.00	
	Subtotal 1430.2				40,000.00	40,000.00	3,860.00	3,320.00	
713 OH 4-999 AGENCY WIDE	1316 HAZ MAT. ABATEMENT		1460		130,000.00	130,000.00	41,525.50	67,120.50	
713 OH 4-999 AGENCY WIDE	1317 IMPACT MAINTENANCE		1460		100,000.00	100,000.00	84,939.81	121,500.82	
713 OH 4-999 AGENCY WIDE	1318 LIFE SAFETY SYSTEM		1460		75,000.00	75,000.00	82,105.59	183,191.47	
713 OH 4-999 AGENCY WIDE	1319 ENERGY		1460		75,000.00	75,000.00	127,041.57	137,803.47	
	Subtotal 1460				380,000.00	380,000.00	335,612.47	509,616.26	
713 OH 4-999 AGENCY WIDE	1320 DEVELOPMENT FUNDS		1499		4,400,000.00	4,400,000.00	2,548,632.59	2,548,632.59	
	Subtotal 1499				4,400,000.00	4,400,000.00	2,548,632.59	2,548,632.59	
	Subtotal OH10P004Agency Wide				**7,294,000.00**	**7,294,000.00**	**4,956,525.08**	**4,491,966.76**	

Annual Statement /Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPHF) Part 1 : Summary

PHA Name:	Grant Type and Number	Federal FY of Grant:
Cincinnati Metropolitan Housing Authority	Capital Fund Program Grant No: OH10P00450105 Replacement Housing Factor Grant No:	2005

[ ] Original Annual Statement [ ] Reserve for Disaster / Emergencies [ ] Revised Annual Statement (revision Number:)
[X] Performance and Evaluation Report for Period Ending: 12/31/05 [ ] Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	250,000.00	250,000.00	62,470.86	64,945.25
3	1408 Management Improvements	1,013,000.00	1,013,000.00	750,395.95	194,894.54
4	1410 Administration	1,025,000.00	1,025,000.00	207,103.58	207,103.58
5	1411 Audit	0.00			
6	1415 Liquidated Damages	0.00			
7	1430 Fees and Costs	90,000.00	90,000.00	82,676.86	9,856.05
8	1440 Site Acquisition	0.00	0.00	0.00	0.00
9	1450 Site Improvement	96,000.00	96,000.00	101,123.00	101,975.15
10	1460 Dwelling Structures	5,119,181.00	5,119,181.00	5,830,456.95	1,572,499.05
11	1465.1 Dwelling Equipment–Nonexpendable	0.00	0.00	0.00	0.00
12	1470 Nondwelling Structures	0.00	0.00	0.00	0.00
13	1475 Nondwelling Equipment	0.00			
14	1485 Demolition	400,000.00	400,000.00	36,338.00	16,191.00
15	1490 Replacement reserve	0.00	0.00	0.00	0.00
16	1492 Moving to Work Demonstration	0.00			
17	1495.1 Relocation Costs	0.00	0.00	0.00	0.00
18	1499 Development Activity	2,885,612.00	2,885,612.00	0.00	6,165.41
19	1501 Annual Debt Service	800,000.00	800,000.00	0.00	0.00
20	**Amount of Annual Grant (Sum of lines 2-19)**	**11,678,793.00**	**11,678,793.00**	**7,070,565.20**	**2,173,630.03**
	Amount of line 20 Related to LBP Activities	90,000.00	90,000.00	82,676.86	9,856.05
	Amount of line 20 Related to Section 504 Compliance	0.00	0.00	0.00	0.00
	Amount of line 20 Related to Security–Soft Costs	300,000.00	300,000.00	300,000.00	56,502.76
	Amount of line 20 Related to Security–Hard Costs	20,000.00	20,000.00	0.00	17,459.76
	Amount of line 20 Related to Energy Conservation measure	70,000.00	70,000.00	19,800.70	25,395.70
	Collateralization Expenses or Debt Service				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRF)
Part II: Supporting Pages

PHA Name: Cincinnati Metropolitan Housing Authority			Grant Type and Number: Capital Fund Program Grant No: OH10P00450105; Replacement Housing Factor Grant No:				Federal FY of Grant: 2005		
Development Number/Name HA - Wide Activities		General Description of Major Work Categories	Develop. Account Number	Quantity	Total Estimated Cost Original	Total Estimated Cost Revised	Total Actual Cost Obligated	Total Actual Cost Expended	Status of Work
714 OH 5-01	WINTON TERRACE	1416 INTERIOR RENOVATION	1460		651,161.00	651,161.00	663,383.39	531,516.69	C-2
		Subtotal 1460			651,161.00	651,161.00	663,383.39	531,516.69	
		Subtotal OH10P005001			**651,161.00**	**651,161.00**	**663,383.39**	**531,516.69**	
714 OH 5-02	ENGLISH WOODS	1417 DEMOLITION	1485		400,000.00	400,000.00	36,338.00	16,191.00	C-2
		Subtotal 1485			400,000.00	400,000.00	36,338.00	16,191.00	
		Subtotal OH10P005002			**400,000.00**	**400,000.00**	**36,338.00**	**16,191.00**	
714 OH 5-05	MILLVALE	1436 SITE WORK	1450		30,000.00	30,000.00	79,201.00	79,697.00	C-1
		Subtotal 1450			30,000.00	30,000.00	79,201.00	79,697.00	
		Subtotal OH10P005005			**30,000.00**	**30,000.00**	**79,201.00**	**79,697.00**	
714 OH 5-07	BEECHWOOD	1418 INTERIOR RENOVATION	1460		367,000.00	367,000.00	334,952.88	203,391.31	C-2
		Subtotal 1460			367,000.00	367,000.00	334,952.88	203,391.31	
		Subtotal OH10P005007			**367,000.00**	**367,000.00**	**334,952.88**	**203,391.31**	
714	SUTTERVIEW	1420 INTERIOR /EXTERIOR RENOV.	1460		250,000.00	250,000.00	88,355.07	51,618.07	C-2
		Subtotal 1460			250,000.00	250,000.00	88,355.07	51,618.07	
		Subtotal OH10P0050??			**250,000.00**	**250,000.00**	**88,355.07**	**51,618.07**	
714 OH 5-10	FINDLATER GARDENS	1419 COMPREHENSIVE	1460		2,000,000.00	2,000,000.00	3,610,277.17	349,664.57	C-2
		Subtotal 1460			2,000,000.00	2,000,000.00	3,610,277.17	349,664.57	
		Subtotal OH10P005010			**2,000,000.00**	**2,000,000.00**	**3,610,277.17**	**349,664.57**	
714 OH 5-17	STANLEY ROW	1421 INTERIOR/EXTERIOR	1460		294,020.00	294,020.00	295,623.46	86,431.46	C-2
		Subtotal 1460			294,020.00	294,020.00	295,623.46	86,431.46	
		Subtotal OH10P005017			**294,020.00**	**294,020.00**	**295,623.46**	**86,431.46**	
714 OH 5-19	MAPLE TOWER	1422 INTERIOR/EXTERIOR	1460		112,000.00	112,000.00	0.00	0.00	
		Subtotal 1460			112,000.00	112,000.00	0.00	0.00	
		Subtotal OH10P005019			**112,000.00**	**112,000.00**	**0.00**	**0.00**	
714 OH 5-22	PARK EDEN	1423 INTERIOR/EXTERIOR	1460		11,000.00	11,000.00	837.12	0.00	C-2
		Subtotal 1460			11,000.00	11,000.00	837.12	0.00	

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRF)
Part II: Supporting Pages

PHA Name: Cincinnati Metropolitan Housing Authority		Grant Type and Number: Capital Fund Program Grant No: OH10P00450105; Replacement Housing Factor Grant No:				Federal FY of Grant: 2005		
Development Number/Name HA - Wide Activities	General Description of Major Work Categories	Develop. Account Number	Quantity	Total Estimated Cost Original	Total Estimated Cost Revised	Total Actual Cost Obligated	Total Actual Cost Expended	Status of Work
	Subtotal OH10P005022			**11,000.00**	**11,000.00**	**837.12**	**0.00**	
714 OH 5-25 RIVERVIEW	1424 INTERIOR/EXTERIOR	1460		396,000.00	396,000.00	380,000.00	0.00	C-2
	Subtotal 1460			396,000.00	396,000.00	380,000.00	0.00	
	Subtotal OH10P005025			**396,000.00**	**396,000.00**	**380,000.00**	**0.00**	
714 OH 5-30 SCATTERED SITES 4-30	1425 INTERIOR/EXTERIOR RENOVATION	1460		160,000.00	160,000.00	17,260.00	53,717.90	C-2
	Subtotal 1460			160,000.00	160,000.00	17,260.00	53,717.90	
	Subtotal OH10P005030			**160,000.00**	**160,000.00**	**17,260.00**	**53,717.90**	
714 OH 5-36 HORIZON HILLS	1426 INTERIOR/EXTERIOR RENOVATION	1460		32,000.00	32,000.00	9,238.00	38,961.00	C-2
	Subtotal 1460			32,000.00	32,000.00	9,238.00	38,961.00	
	Subtotal OH10P005036			**32,000.00**	**32,000.00**	**9,238.00**	**38,961.00**	
714 OH 5-37 SAN MARCO	1427 INTERIOR/EXTERIOR	1460		50,000.00	50,000.00	0.00	0.00	C-2
	Subtotal 1460			50,000.00	50,000.00	0.00	0.00	
	Subtotal OH10P005037			**50,000.00**	**50,000.00**	**0.00**	**0.00**	
714 OH 5-41 EVANSTON	1428 INTERIOR/EXTERIOR	1460		10,000.00	10,000.00	3,038.28	0.00	C-2
	Subtotal 1460			10,000.00	10,000.00	3,038.28	0.00	
	1429 SITE WORK	1450		16,000.00	16,000.00	4,042.00	4,398.15	C-2
	Subtotal 1450			16,000.00	16,000.00	4,042.00	4,398.15	
	Subtotal OH10P005041			**26,000.00**	**26,000.00**	**7,080.28**	**4,398.15**	
714 OH 5-42 SCATTERED SITES 4-42	1430 INTERIOR/EXTERIOR	1460		150,000.00	150,000.00	9,000.00	21,327.08	C-2
	Subtotal 1460			150,000.00	150,000.00	9,000.00	21,327.08	
	1431 SITE WORK	1450		30,000.00	30,000.00	17,880.00	17,880.00	C-2
	Subtotal 1450			30,000.00	30,000.00	17,880.00	17,880.00	
	Subtotal OH10P005042			**180,000.00**	**180,000.00**	**26,880.00**	**39,207.08**	
714 OH 5-46 SCATTERED SITES 4-46	1432 INTERIOR/EXTERIOR	1460		90,000.00	90,000.00	12,700.00	8,000.00	C-2
	Subtotal 1460			90,000.00	90,000.00	12,700.00	8,000.00	
	1433 SITE WORK	1450		20,000.00	20,000.00	0.00	0.00	C-2
	Subtotal 1450			20,000.00	20,000.00	0.00	0.00	

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRF)
Part II: Supporting Pages

PHA Name: Cincinnati Metropolitan Housing Authority		Grant Type and Number: Capital Fund Program Grant No: OH10P00450105; Replacement Housing Factor Grant No:				Federal FY of Grant: 2005		
Development Number/Name HA - Wide Activities	General Description of Major Work Categories	Develop. Account Number	Quantity	Total Estimated Cost Original	Total Estimated Cost Revised	Total Actual Cost Obligated	Total Actual Cost Expended	Status of Work
	Subtotal OH10P005046			**110,000.00**	**110,000.00**	**12,700.00**	**8,000.00**	
714 OH 5-51 SCATTERED SITES 4-51	1434 INTERIOR/EXTERIOR	1460		100,000.00	100,000.00	54,093.00	35,111.19	C-2
	Subtotal 1460			100,000.00	100,000.00	54,093.00	35,111.19	
	Subtotal OH10P005051			**100,000.00**	**100,000.00**	**54,093.00**	**35,111.19**	
714 OH 5-26 PINECREST	1435 INTERIOR/EXTERIOR	1460		356,000.00	356,000.00	331,897.88	149,904.32	C-2
	Subtotal 1460			356,000.00	356,000.00	331,897.88	149,904.32	
	Subtotal OH10P005026			**356,000.00**	**356,000.00**	**331,897.88**	**149,904.32**	
714 OH 5-999 AGENCY WIDE	1438 ADMINISTRATIVE	1406		240,000.00	240,000.00	61,247.27	61,247.27	
714 OH 5-999 AGENCY WIDE	1437 VEHICLES	1406		10,000.00	10,000.00	1,223.59	3,697.98	
	Subtotal 1406			250,000.00	250,000.00	62,470.86	64,945.25	
714 OH 5-999 AGENCY WIDE	1401 COMPUTER & TECH UPGRADE	1408		450,000.00	450,000.00	450,000.00	71,147.36	
714 OH 5-999 AGENCY WIDE	1402 RES. INITIATIVE & ECON. DEV	1408		200,000.00	200,000.00	395.95	66,453.53	
714 OH 5-999 AGENCY WIDE	1403 SECURITY GUARDS AT HIRISES	1408		300,000.00	300,000.00	300,000.00	56,502.76	
714 OH 5-999 AGENCY WIDE	1404 TRAINING FOR STAFF & RESIDENT	1408		25,000.00	25,000.00	0.00	790.89	
714 OH 5-999 AGENCY WIDE	1405 ONE ACCOUNTANT	1408		38,000.00	38,000.00	0.00	0.00	
	Subtotal 1408			1,013,000.00	1,013,000.00	750,395.95	194,894.54	
714 OH 5-999 AGENCY WIDE	1406 NON TECHNICAL SALARIES	1410.1		540,000.00	540,000.00	41,742.67	41,742.67	
714 OH 5-999 AGENCY WIDE	1407 TRAVEL	1410.1		10,000.00	10,000.00	0.00	0.00	
	Subtotal 1410.1			550,000.00	550,000.00	41,742.67	41,742.67	
714 OH 5-999 AGENCY WIDE	1409 TELEPHONE EXPENSE FOR CGP	1410.16		16,000.00	16,000.00	0.00	0.00	
	Subtotal 1410.16			16,000.00	16,000.00	0.00	0.00	
714 OH 5-999 AGENCY WIDE	1410 ADVERTISING	1410.19		10,000.00	10,000.00	0.00	0.00	
	Subtotal 1410.19			10,000.00	10,000.00	0.00	0.00	
714 OH 5-999 AGENCY WIDE	1411 TECHNICAL SALARIES	1410.2		226,000.00	226,000.00	109,382.45	109,382.45	
	Subtotal 1410.2			226,000.00	226,000.00	109,382.45	109,382.45	
714 OH 5-999 AGENCY WIDE	1408 FRINGE BENEFITS	1410.9		223,000.00	223,000.00	55,978.46	55,978.46	
	Subtotal 1410.9			223,000.00	223,000.00	55,978.46	55,978.46	
714 OH 5-999 AGENCY WIDE	1412 HAZ MAT. CONSULTANT	1430.2		90,000.00	90,000.00	82,676.86	9,856.05	
	Subtotal 1430.2			90,000.00	90,000.00	82,676.86	9,856.05	
714 OH 5-999 AGENCY WIDE	1439 LIFE SAFETY SYSTEM	1460		20,000.00	20,000.00	0.00	17,459.76	
714 OH 5-999 AGENCY WIDE	1413 ENERGY	1460		70,000.00	70,000.00	19,800.70	25,395.70	

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRF)
Part II: Supporting Pages

PHA Name: Cincinnati Metropolitan Housing Authority		Grant Type and Number: Capital Fund Program Grant No: OH10P00450105; Replacement Housing Factor Grant No:				Federal FY of Grant: 2005		
Development Number/Name HA - Wide Activities	General Description of Major Work Categories	Develop. Account Number	Quantity	Total Estimated Cost Original	Total Estimated Cost Revised	Total Actual Cost Obligated	Total Actual Cost Expended	Status of Work
	Subtotal 1460			90,000.00	90,000.00	19,800.70	42,855.46	
714 OH 5-999 AGENCY WIDE	1414 DEVELOPMENT FUNDS	1499		2,885,612.00	2,885,612.00	0.00	6,165.41	
	Subtotal 1499			2,885,612.00	2,885,612.00	0.00	6,165.41	
714 OH 5-999 AGENCY WIDE	1415 ANNUAL DEBT SERVICE	1501		800,000.00	800,000.00	0.00	0.00	
	Subtotal 1501			800,000.00	800,000.00	0.00	0.00	
	Subtotal OH10P005Agency Wide			**6,153,612.00**	**6,153,612.00**	**1,122,447.95**	**525,820.29**	

Annual Statement /Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPHF) Part 1 : Summary

PHA Name:	Grant Type and Number	Federal FY of Grant:
Cincinnati Metropolitan Housing Authority	Capital Fund Program Grant No: Replacement Housing Factor Grant No: OH10R00450104	2004

[ ] Original Annual Statement [ ] Reserve for Disaster / Emergencies [ ] Revised Annual Statement (revision Number:)
[X] Performance and Evaluation Report for Period Ending: 12/31/05 [ ] Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	0.00	0.00	0.00	0.00
3	1408 Management Improvements	0.00	0.00	0.00	0.00
4	1410 Administration	0.00	0.00	0.00	0.00
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	0.00	0.00	0.00	0.00
8	1440 Site Acquisition	0.00	0.00	0.00	0.00
9	1450 Site Improvement	0.00	0.00	0.00	0.00
10	1460 Dwelling Structures	0.00	0.00	0.00	0.00
11	1465.1 Dwelling Equipment--Nonexpendable	0.00	0.00	0.00	0.00
12	1470 Nondwelling Structures	0.00	0.00	0.00	0.00
13	1475 Nondwelling Equipment				
14	1485 Demolition	0.00	0.00	0.00	0.00
15	1490 Replacement reserve	0.00	0.00	0.00	0.00
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activity	513,862.00	0.00	0.00	0.00
19	1502 Contingency	0.00	0.00	0.00	0.00
20	**Amount of Annual Grant (Sum of lines 2-19)**	**513,862.00**	**0.00**	**0.00**	**0.00**
	Amount of line 20 Related to LBP Activities	0.00	0.00	0.00	0.00
	Amount of line 20 Related to Section 504 Compliance	0.00	0.00	0.00	0.00
	Amount of line 20 Related to Security--Soft Costs	0.00	0.00	0.00	0.00
	Amount of line 20 Related to Security--Hard Costs	0.00	0.00	0.00	0.00
	Amount of line 20 Related to Energy Conservation measure	0.00	0.00	0.00	0.00
	Collateralization Expenses or Debt Service				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRF)
Part II: Supporting Pages

PHA Name: Cincinnati Metropolitan Housing Authority		Grant Type and Number: Capital Fund Program Grant No: Replacement Housing Factor Grant No: OH10R00450104				Federal FY of Grant: 2004		
Development Number/Name HA - Wide Activities	General Description of Major Work Categories	Develop. Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Obligated	Expended	
OH 4-999 AGENCY WIDE	DEVELOPMENT FUNDS	1499		513,862.00	0.00	0.00	0.00	
	Subtotal 1499			513,862.00	0.00	0.00	0.00	
	Subtotal OH10P004Agency Wide			513,862.00	0.00	0.00	0.00	

Annual Statement /Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPHF) Part 1 : Summary

PHA Name:	Grant Type and Number	Federal FY of Grant:
Cincinnati Metropolitan Housing Authority	Capital Fund Program Grant No: Replacement Housing Factor Grant No: OH10R00450105	2005

[ ] Original Annual Statement [ ] Reserve for Disaster / Emergencies [ ] Revised Annual Statement (revision Number:)
[X] Performance and Evaluation Report for Period Ending: 12/31/05 [ ] Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	0.00	0.00	0.00	0.00
3	1408 Management Improvements	0.00	0.00	0.00	0.00
4	1410 Administration	0.00	0.00	0.00	0.00
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	0.00	0.00	0.00	0.00
8	1440 Site Acquisition	0.00	0.00	0.00	0.00
9	1450 Site Improvement	0.00	0.00	0.00	0.00
10	1460 Dwelling Structures	0.00	0.00	0.00	0.00
11	1465.1 Dwelling Equipment--Nonexpendable	0.00	0.00	0.00	0.00
12	1470 Nondwelling Structures	0.00	0.00	0.00	0.00
13	1475 Nondwelling Equipment				
14	1485 Demolition	0.00	0.00	0.00	0.00
15	1490 Replacement reserve	0.00	0.00	0.00	0.00
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activity	1,141,457.00	0.00	0.00	0.00
19	1502 Contingency	0.00	0.00	0.00	0.00
20	**Amount of Annual Grant (Sum of lines 2-19)**	**1,141,457.00**	**0.00**	**0.00**	**0.00**
	Amount of line 20 Related to LBP Activities	0.00	0.00	0.00	0.00
	Amount of line 20 Related to Section 504 Compliance	0.00	0.00	0.00	0.00
	Amount of line 20 Related to Security--Soft Costs	0.00	0.00	0.00	0.00
	Amount of line 20 Related to Security--Hard Costs	0.00	0.00	0.00	0.00
	Amount of line 20 Related to Energy Conservation measure	0.00	0.00	0.00	0.00
	Collateralization Expenses or Debt Service				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRF)
Part II: Supporting Pages

PHA Name: Cincinnati Metropolitan Housing Authority		Grant Type and Number: Capital Fund Program Grant No: Replacement Housing Factor Grant No: OH10R00450105				Federal FY of Grant: 2005		
Development Number/Name HA - Wide Activities	General Description of Major Work Categories	Develop. Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Obligated	Expended	
OH 4-999 AGENCY WIDE	DEVELOPMENT FUNDS	1499		1,141,457.00	0.00	0.00	0.00	
	Subtotal 1499			1,141,457.00	0.00	0.00	0.00	
	Subtotal OH10P004Agency Wide			1,141,457.00	0.00	0.00	0.00	

Annual Statement /Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPHF) Part 1 : Summary

PHA Name:	Grant Type and Number	Federal FY of Grant:
Cincinnati Metropolitan Housing Authority	Capital Fund Program Grant No: Replacement Housing Factor Grant No: OH10R00450203	2003

[ ] Original Annual Statement [ ] Reserve for Disaster / Emergencies [ ] Revised Annual Statement (revision Number:)
[X] Performance and Evaluation Report for Period Ending: 12/31/05 [ ] Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	0.00	0.00	0.00	0.00
3	1408 Management Improvements	0.00	0.00	0.00	0.00
4	1410 Administration	0.00	0.00	0.00	0.00
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	0.00	0.00	0.00	0.00
8	1440 Site Acquisition	0.00	0.00	0.00	0.00
9	1450 Site Improvement	0.00	0.00	0.00	0.00
10	1460 Dwelling Structures	0.00	0.00	0.00	0.00
11	1465.1 Dwelling Equipment--Nonexpendable	0.00	0.00	0.00	0.00
12	1470 Nondwelling Structures	0.00	0.00	0.00	0.00
13	1475 Nondwelling Equipment				
14	1485 Demolition	0.00	0.00	0.00	0.00
15	1490 Replacement reserve	0.00	0.00	0.00	0.00
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activity	1,957,302.00	1,957,302.00	1,957,302.00	338,107.97
19	1502 Contingency	0.00	0.00	0.00	0.00
20	**Amount of Annual Grant (Sum of lines 2-19)**	**1,957,302.00**	**1,957,302.00**	**1,957,302.00**	**338,107.97**
	Amount of line 20 Related to LBP Activities	0.00	0.00	0.00	0.00
	Amount of line 20 Related to Section 504 Compliance	0.00	0.00	0.00	0.00
	Amount of line 20 Related to Security--Soft Costs	0.00	0.00	0.00	0.00
	Amount of line 20 Related to Security--Hard Costs	0.00	0.00	0.00	0.00
	Amount of line 20 Related to Energy Conservation measure	0.00	0.00	0.00	0.00
	Collateralization Expenses or Debt Service				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRF)
Part II: Supporting Pages

PHA Name: Cincinnati Metropolitan Housing Authority		Grant Type and Number: Capital Fund Program Grant No: Replacement Housing Factor Grant No: OH10R00450203				Federal FY of Grant: 2003		
Development Number/Name HA - Wide Activities	General Description of Major Work Categories	Develop. Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Obligated	Expended	
OH 4-999 AGENCY WIDE	DEVELOPMENT FUNDS	1499		1,957,302.00	1,957,302.00	1,957,302.00	338,107.97	
	Subtotal 1499			1,957,302.00	1,957,302.00	1,957,302.00	338,107.97	
	Subtotal OH10P004Agency Wide			1,957,302.00	1,957,302.00	1,957,302.00	338,107.97	C1

Annual Statement /Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPHF) Part 1 : Summary

PHA Name:	Grant Type and Number	Federal FY of Grant:
Cincinnati Metropolitan Housing Authority	Capital Fund Program Grant No: Replacement Housing Factor Grant No: OH10R00450204	2004

[ ] Original Annual Statement [ ] Reserve for Disaster / Emergencies [ ] Revised Annual Statement (revision Number:)
[X] Performance and Evaluation Report for Period Ending: 12/31/05 [ ] Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	0.00	0.00	0.00	0.00
3	1408 Management Improvements	0.00	0.00	0.00	0.00
4	1410 Administration	0.00	0.00	0.00	0.00
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	0.00	0.00	0.00	0.00
8	1440 Site Acquisition	0.00	0.00	0.00	0.00
9	1450 Site Improvement	0.00	0.00	0.00	0.00
10	1460 Dwelling Structures	0.00	0.00	0.00	0.00
11	1465.1 Dwelling Equipment--Nonexpendable	0.00	0.00	0.00	0.00
12	1470 Nondwelling Structures	0.00	0.00	0.00	0.00
13	1475 Nondwelling Equipment				
14	1485 Demolition	0.00	0.00	0.00	0.00
15	1490 Replacement reserve	0.00	0.00	0.00	0.00
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activity	2,709,937.00	0.00	0.00	0.00
19	1502 Contingency	0.00	0.00	0.00	0.00
20	**Amount of Annual Grant (Sum of lines 2-19)**	**2,709,937.00**	**0.00**	**0.00**	**0.00**
	Amount of line 20 Related to LBP Activities	0.00	0.00	0.00	0.00
	Amount of line 20 Related to Section 504 Compliance	0.00	0.00	0.00	0.00
	Amount of line 20 Related to Security--Soft Costs	0.00	0.00	0.00	0.00
	Amount of line 20 Related to Security--Hard Costs	0.00	0.00	0.00	0.00
	Amount of line 20 Related to Energy Conservation measure	0.00	0.00	0.00	0.00
	Collateralization Expenses or Debt Service				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRF)
Part II: Supporting Pages

PHA Name: Cincinnati Metropolitan Housing Authority		Grant Type and Number: Capital Fund Program Grant No: Replacement Housing Factor Grant No: OH10R00450204				Federal FY of Grant: 2004		
Development Number/Name HA - Wide Activities	General Description of Major Work Categories	Develop. Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Obligated	Expended	
OH 4-999 AGENCY WIDE	DEVELOPMENT FUNDS	1499		2,709,937.00	0.00	0.00	0.00	
	Subtotal 1499			2,709,937.00	0.00	0.00	0.00	
	Subtotal OH10P004Agency Wide			2,709,937.00	0.00	0.00	0.00	

Annual Statement /Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPHF) Part 1 : Summary

PHA Name:	Grant Type and Number	Federal FY of Grant:
Cincinnati Metropolitan Housing Authority	Capital Fund Program Grant No: Replacement Housing Factor Grant No: OH10R00450205	2005

[ ] Original Annual Statement [ ] Reserve for Disaster / Emergencies [ ] Revised Annual Statement (revision Number:)
[X] Performance and Evaluation Report for Period Ending: 12/31/05 [ ] Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	0.00	0.00	0.00	0.00
3	1408 Management Improvements	0.00	0.00	0.00	0.00
4	1410 Administration	0.00	0.00	0.00	0.00
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	0.00	0.00	0.00	0.00
8	1440 Site Acquisition	0.00	0.00	0.00	0.00
9	1450 Site Improvement	0.00	0.00	0.00	0.00
10	1460 Dwelling Structures	0.00	0.00	0.00	0.00
11	1465.1 Dwelling Equipment--Nonexpendable	0.00	0.00	0.00	0.00
12	1470 Nondwelling Structures	0.00	0.00	0.00	0.00
13	1475 Nondwelling Equipment				
14	1485 Demolition	0.00	0.00	0.00	0.00
15	1490 Replacement reserve	0.00	0.00	0.00	0.00
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activity	2,780,459.00	0.00	0.00	0.00
19	1502 Contingency	0.00	0.00	0.00	0.00
20	**Amount of Annual Grant (Sum of lines 2-19)**	**2,780,459.00**	**0.00**	**0.00**	**0.00**
	Amount of line 20 Related to LBP Activities	0.00	0.00	0.00	0.00
	Amount of line 20 Related to Section 504 Compliance	0.00	0.00	0.00	0.00
	Amount of line 20 Related to Security--Soft Costs	0.00	0.00	0.00	0.00
	Amount of line 20 Related to Security--Hard Costs	0.00	0.00	0.00	0.00
	Amount of line 20 Related to Energy Conservation measure	0.00	0.00	0.00	0.00
	Collateralization Expenses or Debt Service				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRF)
Part II: Supporting Pages

PHA Name: Cincinnati Metropolitan Housing Authority		Grant Type and Number: Capital Fund Program Grant No: Replacement Housing Factor Grant No: OH10R00450205				Federal FY of Grant: 2005		
Development Number/Name HA - Wide Activities	General Description of Major Work Categories	Develop. Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Obligated	Expended	
OH 4-999 AGENCY WIDE	DEVELOPMENT FUNDS	1499		2,780,459.00	0.00	0.00	0.00	
	Subtotal 1499			2,780,459.00	0.00	0.00	0.00	
	Subtotal OH10P004Agency Wide			2,780,459.00	0.00	0.00	0.00	

Proposed Amendments to FY 2007 Annual Plan

On April 19, 2006, CMHA submitted to HUD the Streamlined Annual Plan for CMHA's fiscal year beginning July 1, 2006. On June 22, 2006, CMHA resubmitted the Annual Plan to address certain deficiencies noted by HUD during its initial review. On July 11, 2006, HUD approved the Annual Plan.

CMHA intends to submit to HUD a first revision to the approved Annual Plan to address the following:

1. CMHA is proposing to amend its Admissions and Continued Occupancy Policy to create a local preference for admission to the public housing program for tenants occupying properties purchased by CMHA who are eligible for admission. This preference will be added as Section II(E)(9) and read as follows:

> "Notwithstanding any other provision of this Admissions and Continued Occupancy Policy, each tenant living in a property at the time CMHA takes legal title to the property will have the right to remain in the property and become a public housing tenant in the dwelling unit the tenant occupies on the date CMHA takes legal title, provided (1) the tenant family income is within the income limits for admission to the public housing program on the day the tenant family signs the public housing lease; and (2) the tenant family is determined to be eligible based on other CMHA admission criteria."

Existing Section II(E)(9) will be renumbered. A copy of the current form of Admissions and Continued Occupancy Policy is available for inspection.

2. CMHA is amending its definition of what will constitute a significant amendment to its Annual Plan or a substantial deviation from its 5-Year Plan to state as follows:

"a. Substantial Deviation from the 5-Year Plan
A substantial deviation is a change in a required provision of a 5-Year Plan that CMHA's Board of Commissioners determines by formal action to constitute a fundamental change in the mission, goals, objectives or plans of the agency.

b. Significant Amendment or Modification to the Annual Plan
A significant amendment or modification to the Annual Plan is a change in the Annual Plan or any of the documents included in the Annual Plan that CMHA's Board of Commissioners determines by formal action fundamentally changes the mission, goals, objectives or plans of the agency.

Without limiting the generality of the foregoing statement, the following are not considered significant amendments.

1. Changes in Public Housing Admissions & Occupancy Policies or the Section 8 Administrative Plan.
2. Any change that is required by federal, state, or local law or regulation, or to comply with any directive or order issued by any federal, state or local governing or regulatory body having jurisdiction over the agency's activities.
3. A minor change in the planned uses of financial resources.
4. Changes resulting from consultation with Consolidated Plan authorities including the City of Cincinnati and Hamilton County, Ohio.
5. Changes that are the result of the loss or reduction of anticipated funding to support a specific proposed activity or program."

3. CMHA is amending the Annual Plan to include the Admissions and Continued Occupancy and revised form of tenant leases to be used when leasing dwelling units in Phase V of the Laurel Homes Hope VI grant. Copies of the proposed Admissions and Continued Occupancy Policy and proposed Lease Agreements are available for inspection.

4. CMHA is amending the Annual Plan to include the adoption of a standard form of Admissions and Continued Occupancy Policy and standard form of Lease Agreements to be used for all development phases of the CityWest community, being Phases I, II, III and IV of the Laurel Homes Hope VI grant and Phases I, II, IV and V of the Laurel Homes Hope VI grant. Copies of the proposed combined Admissions and Continued Occupancy Policy and proposed Lease Agreements are available for inspection.

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

CITY WEST

LAUREL HOMES PHASE V

(August 9, 2006)

ADMISSIONS AND CONTINUED OCCUPANCY POLICY
CITY WEST
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ADMISSIONS AND CONTINUED OCCUPANCY POLICY

CITY WEST

LAUREL HOMES PHASE V

I. Purpose and Applicability.

This Admissions and Continued Occupancy Policy (this "ACOP") describes the eligibility requirements, application screening process, waiting list procedures, tenant selection procedures, and occupancy policies for Laurel Homes Phase V, a mixed-income development located in the West End of Cincinnati, Ohio (the "Development" or "Laurel Homes Phase V"). Laurel Homes Phase V is owned by CMHA/TCB Laurel Homes V Limited Partnership (the "Owner"). The Development is part of the mixed-income community known as City West, which was developed in phases as part of the Lincoln Court and Laurel Homes HOPE VI Revitalization Project initiated by the Cincinnati Metropolitan Housing Authority ("CMHA"). Laurel Homes Phase V was developed in part with HOPE VI funds provided by CMHA and an allocation of Low-Income Housing Tax Credits ("LIHTC") made by the Ohio Housing Finance Agency ("OHFA") pursuant to Section 42 of the Internal Revenue Code of 1986 ("Section 42").

Laurel Homes Phase V consists of 106 residential rental dwelling units. Fifty-three of the units at the Development (the "Public Housing Units") are subsidized with public housing Operating Funds provided to the Owner from CMHA and are rent restricted units within the meaning of Section 42. The provisions of the ACOP applicable to the Public Housing Units are adopted pursuant to the U.S. Housing Act and the implementing regulations of the U.S. Department of Housing and Urban Development ("HUD"), and the requirements of Section 42 and the implementing regulations of the Internal Revenue Service. The remaining 53 units at City West are operated as market rate dwelling units ("Market Rate Units").

City West, including the Development, is managed as a single community by The Community Builders, Inc. (the "The Management Agent"). The Management Agent office for the Development is located at:

There is a common waiting list for all the phases of City West. However, each phase of City West, including Laurel Homes Phase V, is governed by separate selection preferences based on income tiers and whether applicant households are engaged in work or self-sufficiency activities.

This ACOP applies to all the units in Laurel Homes Phase V including the Public Housing Units and the Market Rate Units. It is intended to promote the successful development and operation of City West as an economically and socially diverse community, ensure that there

is a fair selection process for admission to the Development, and ensure that there are fair procedures governing occupancy of City West, consistent with the requirements of HUD, CMHA and Section 42.

II. Equal Opportunity.

A. Nondiscrimination.

It is the Owner and The Management Agent's policy to comply with the provisions of all applicable federal, state or local law prohibiting discrimination in housing on the grounds of race, color, religion, sex, familial status, ancestry, disability, or national origin, including Title VI of the Civil Rights Act of 1964 and the implementing regulations at 24 CFR Part 1; Section 3 of the Housing and Community Development Act of 1968, as amended; Executive Order 11063 on Equal Opportunity in Housing and the implementing regulations at 24 CFR Part 107; Section 504 of the Rehabilitation Act of 1973 and the implementing regulations at 24 CFR Part 8; the Age Discrimination Act of 1975 and the implementing regulations at 24 CFR Part 146; the Fair Housing Act as amended and the implementing regulations at 24 CFR Parts 100, *et seq*; the Americans with Disabilities Act, and Ohio fair housing laws, Ohio Rev. Code, Chapter 4112.

The Owner and the Management Agent will not, on the basis of race, color, religion, sex, familial status, ancestry, disability, or national origin,:

1. Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs.

2. Provide housing which is different from that provided others.

3. Subject a person to segregation or disparate treatment.

4. Restrict a person's access to any benefit enjoyed by others in connection with the housing program.

5. Treat a person differently in determining eligibility or other requirements for admission.

6. Deny a person access to the same level of services.

7. Deny a person the opportunity to participate in a planning or advisory group which is an integral part of the housing program.

B. Reasonable Accommodation Policies.

To assure compliance with the Fair Housing Act, Section 504 of the Rehabilitation Act and the applicable provisions of the Americans with Disabilities Act, the Management Agent maintains a Reasonable Accommodation Policy, attached to the ACOP as Exhibit A. The Reasonable Accommodation Policy provides for reasonable modifications in rules, policies, practices and services and reasonable structural modifications when necessary to afford a qualified individual applicant or resident with disabilities an equal opportunity to use and enjoy a

dwelling and participate in the housing, programs and services available at Laurel Homes Phase V. The Reasonable Accommodation Policy includes the following elements:

1. Reasonable accommodations will be made at the request of applicants and residents with disabilities to ensure the opportunity for equal access to housing, benefits and services.

2. At the time of initial application and at any recertification, a notice will be provided to each applicant or resident that describes Section 504 requirements, including the right to request a reasonable accommodation.

3. Application, screening, recertification and other meetings will be conducted at accessible locations.

4. Forms and other documents to be completed by applicants will be available in accessible formats. Sign language interpreters and other auxiliary aides will be provided if requested by the individual with disabilities.

5. Any applicant or resident, whether or not a person with disabilities, may be assisted by a family member, friend or advocate in interviews and meetings with the Management Agent, and in the completion of written forms. Upon request, the Management Agent will help an individual complete written forms.

6. An individual requesting a reasonable accommodation will be required to verify the existence of a disability, as defined by Section 504, and will also be required to document the reasons that an accommodation is necessary.

For purposes of the equal opportunity provisions described in Section II of the ACOP, a person with a disability includes any individual who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment

C. People with Limited English Proficiency.

The Owner and the Management Agent will take reasonable steps to ensure meaningful access to the housing and services available at the Development by people of limited English-speaking proficiency, in compliance with Title VI of the 1964 Civil Rights Act. In designing and implementing these steps, the Owner will take into account the following factors:

1. The number of people with limited English-speaking proficiency who are likely to come into contact with the housing and services at City West.

2. The frequency with which such people will come into contact with the Management Agent and service providers at City West.

3. The importance of the particular activity, service or interaction with an applicant or resident.

4. The resources available and the costs of taking the steps.

III. Basic Eligibility for Admission.

All applicants for admission to Laurel Homes Phase V, including applicants for Public Housing Units and Market Rate Units, must meet the basic eligibility requirements of the Development described in Section III.

A. Qualification as a Family

An applicant household must consist of a family, and the head of household, spouse of the head of household or co-head of household must have the legal capacity to sign a lease. For purposes of admission, a family means:

1. Any two or more persons regularly living together who are related by blood, marriage, adoption, legal guardianship or operation of law, or share income and resources and intend to establish a principal residence together in a housing unit at the Development; or

2. A Disabled Family, defined as a household in which the sole member, head of household, spouse, or co-head of household is a person with a disability. For purposes of qualifying for admission, a person with disabilities is a person who:

(i) has a disability, as defined in section 223 of the Social Security Act, 42 U.S.C. §423;

(ii) is determined to have a physical, mental, or emotional impairment which (a) is expected to be of long-continued and indefinite duration, (b) substantially impedes his/her ability to live independently, and (c) is of such a nature that the ability to live independently could be improved by more suitable housing conditions;

(iii) has a developmental disability as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act; or

3. An Elderly Family, defined as a household in which the sole member, head of household, spouse, or co-head of household is a person age 62 or older, or

4. A single person.

B. Live-In Aide.

A household may include a Live-In Aide. A Live-In Aide is a person who lives with a person age 62 or older, a person who is at least 50 years of age and is less than 62 years of age, or a person with disabilities and:

1. Is determined to be necessary to the care and well being of the person;

2. Is not obligated for the support of the person; and

3. Would not be living in the household except to provide care to the person.

To qualify for admission to the Development, a Live-In Aide must disclose his or her Social Security Number, as provided in Section III(C), must not otherwise be disqualified from admission based on criminal conduct, drug-related criminal behavior or substance abuse, as provided in Section III(D), and, except for the obligation to pay rent, must meet the suitability standards set forth in Section III(E). A Live-In Aide is considered a member of the applicant household for purposes of assigning a unit of proper bedroom size. However, a Live-In Aide is not considered a member of the family and has no rights of occupancy, including any right of occupancy as a remaining household member in the event the family leaves the unit.

C. Disclosure of Social Security Numbers.

1. The head, spouse or co-head of each applicant household must disclose Social Security Numbers ("SSN") for each household member age six or older at the time of application. If an SSN has not been assigned to a household member, the applicant must sign a certification stating that no SSN is assigned to that individual.

2. Documentation of an SSN is required for each household member with an SSN, who must disclose the SSN. Acceptable documentation is described in Exhibit B of the ACOP.

3. If an applicant discloses the SSN, but does not have the required documentation, the applicant must certify in writing that the SSN is accurate and that the required documentation is unavailable. The applicant must provide documentation of the SSN before admission to City West, but in any event, and within 60 days of the certification. If the applicant does not provide the documentation within 60 days of the certification, the application for admission will be denied and the household will be removed from the waiting list.

D. Criminal Conduct, Drug-Related Criminal Behavior and Substance Abuse.

The following individuals are not eligible for admission:

1. Applicants who are subject to a lifetime registration requirement under the state sex offender registration program of any state, including but not limited to the lifetime sex offender registration required by Ohio Rev. Code §2152.82, *et seq* and Ohio Rev. Code Chapter 2950.

2. Applicants convicted of the manufacture or production of methamphetamine on the premises of federally assisted housing.

3. Applicants who were convicted of Drug Trafficking as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. §802.

4. Applicants whose federal housing assistance was terminated at any time during the ten year period prior to admission to the Development for drug-related criminal activity, including, without limit, the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug. The Owner may, in its sole discretion, admit the applicant if the responsible household member is no longer

engaged in drug related criminal activity and successfully completed an approved supervised drug rehabilitation program, or if the responsible individual is no longer a member of the household.

5. An applicant engaged in current illegal use of drugs.

6. An applicant whose current use of alcohol or drugs may interfere with the health, safety or right of peaceful enjoyment of the Development by other residents, the Owner's employees, the Management Agent, the Management Agent's employees or other individuals residing in the vicinity of City West.

7. An applicant whose history shows a pattern of abuse of drugs or alcohol indicating a likelihood that the individual may interfere with the health, safety or right of peaceful enjoyment of the Development by other residents, the Owner's employees, the Management Agent, the Management Agent's employees or other individuals residing in the vicinity of City West.

8. An applicant convicted of murder, rape, or aggravated assault.

E. Suitability for Admission.

An otherwise eligible applicant is suitable for admission if the Management Agent's screening procedures indicate that:

1. The applicant is able to pay rent on a regular and timely basis;

2. The applicant will not damage the unit or the Development;

3. The applicant will not disturb, threaten or harm other residents or the employees of the owner of Laurel Homes Phase V or the Management Agent, or disrupt the living environment or operation of the Development;

4. The applicant will not engage in criminal activity, including drug related criminal activity, and illegal use or abuse of drugs

5. The applicant will comply with the occupancy requirements set forth in the ACOP, the lease and the Rules and Regulations of Laurel Homes Phase V.

6. The family can be housed in the Development based on family size and the occupancy standards set forth in Section X of the ACOP.

F. Working Family Requirement.

To be eligible for admission to the Development, each applicant household must qualify as a Working Family. An applicant household must establish qualification as a Working Family at the time of application, at the time of admission, and on an annual basis as a condition of continued occupancy. An applicant household qualifies as a Working Family based on one of the following criteria:

1. The head of household or co-head of Household must document that they have been continuously employed for no less than 30 hours per week for at least one year prior to admission. Applicant households may qualify as a Working Family if the head of household and co-head of household document that together they have been continuously employed for a least one year prior to admission in part-time jobs that total at least 30 hours per week.

2. The applicant household qualifies as a Working Family if the head of household and co-head of household is age 62 or older, or is a person with disabilities as defined in Section III(A)(2).

IV. Eligibility for Admission to Public Housing Units.

An applicant for admission to a Public Housing Unit must meet the basic eligibility requirements for admission set forth in Section III of the ACOP and the additional requirements set forth in Section IV.

A. Income Eligibility.

A household applying for admission to a Public Housing Unit must qualify as a low-income family. A low-income family is a family whose annual income is at or below 60% of Area Median Income as defined by HUD.

B. Student Households.

1. College Students. An applicant family for a Public Housing Unit in which the head or co-head of household is a college student is not eligible for admission unless the head or co-head of household is:

(i) Eighteen years of age or older.

(ii) Legally emancipated.

(iii) The student does not receive support from a parent or guardian.

(iv) The student is not claimed as a dependent on a tax return of a parent or guardian.

(v) The student has lived in a separate household from a parent or guardian for a period of at least one year.

2. Other Student Households. Households in which all members are full time students, including households consisting of a single person, are not eligible for admission unless:

(i) The household includes a student who is receiving benefits under the Transitional Assistance for Needy Families ("TANF") program;

(ii) The household includes a student who is enrolled in a job training program receiving assistance under the Job Partnership Training Act, or under a similar Federal, State or local law;

(iii) The household consists of a single parent with children, so long as the single parent and the children are not declared as dependents on the tax return of another individual not residing in the household; or

(iv) All students in the household consist of a married couple filing a joint tax return.

3. Financial Aid as Income. Where a household including students establishes eligibility as provided in this paragraph, that portion of any scholarship received by the student and paid for the purposes of meeting housing costs is counted as income in the determination of eligibility and amount of income based rent.

C. Citizen and Non-Citizen Eligibility.

1. General Requirements. A family is eligible for admission and continued occupancy if the family includes at least one family member who is a U.S. citizen or an eligible immigrant. Eligible immigrants are persons with an immigration status in one of the six immigrant categories specified by HUD. Eligible immigrants also include lawful, non-citizen residents of the United States and its territories who are citizens of the Freely Associated States Under the Compacts of Free Association between the United States and the governments of the Marshall Islands, the Federated States of Micronesia, and the Republic of Palau. Eligible immigration status is verified through the Department of Homeland Security ("DHS").

2. Additional Eligibility Requirements. Family eligibility is subject to the following additional requirements:

(i) Non-citizen students, and the non-citizen spouses and non-citizen children of non-citizen students are not eligible for assistance.

(ii) A family in which at least one household member has submitted the required verification of eligible immigration status is eligible for occupancy and full assistance, if the DHS verification process is not complete at the time the household is selected for admission to an available unit, or if the family appealed a determination by DHS that the documentation is invalid and the appeal process is not complete at the time the household is selected for admission to an available unit.

3. Eligibility of Mixed Families.

(i) A family is eligible for admission, continued occupancy and assistance as long as at least one member is a citizen or eligible immigrant. Mixed families that include eligible and ineligible individuals are eligible for admission, but must pay a pro-rated rent.

(ii) Household members who choose not to claim eligible status or submit verification of eligibility are ineligible for assistance. Families that include a member who chooses not to claim eligible status are eligible for admission if at least one member of the household is a citizen or eligible non-citizen. Such households will be treated as mixed families and are eligible for payment of a pro-rated rent.

4. Temporary Deferral of Termination. Temporary deferral of termination of assistance is available to an occupant household that no longer qualifies as a citizen or eligible non-citizen family because of changes in family composition, to mixed households that do not qualify for continued assistance and choose not to receive pro-rated assistance, and to households that are admitted with full assistance pending the outcome of a Department of Homeland Security verification or appeal. Procedures for temporary deferral of termination of assistance are described in Section XIV(E) of the ACOP.

D. Income Tiers and Selection Preferences for Public Housing Units.

The Owner intends that the Development will be a mixed-income community. First preference for admission to Public Housing Units will be offered to those eligible and qualified families whose incomes upon admission to the Development are consistent with the following target mix of incomes:

1. 15 units are targeted to families with incomes no more than 25% of Area Median Income;

2. 16 units are targeted to families with incomes greater than 25% and no more than 30% of Area Median Income;

3. 16 units are targeted to families with incomes greater than 30% and no more than 35% of Area Median Income; and

4. 6 units are targeted to families with incomes greater than 35% and no more than 60% of Area Median Income.

V. Procedures for Preliminary Applications.

Applications for admission to the Development involve a two-step process. Section V of the ACOP describes the preliminary, or pre-application process. Procedures for submission of final applications are described in Section VII.

A. Submission of Preliminary Applications.

An applicant for housing at Laurel Homes Phase V may obtain a pre-application package by calling, writing or visiting the Management Agent's office in person. The pre-application package includes a pre-application form, descriptive information about the Development, a description of the eligibility requirements for admission to the Development, and notice about procedures for requesting reasonable accommodations for persons with disabilities as described in the Reasonable Accommodation Policy. Applicants may complete the pre-application form at

the Management Agent Office or return it by mail. The Management Agent will notify all applicants of the right to request assistance in completing the form. The pre-application form will request the following information from applicants:

1. The names, ages and relationship of all members of the applicant household.

2. The source and amount of the household's annual income.

3. Information needed to determine if the household qualifies for a selection preference.

4. The citizenship and student status of all members of the applicant household.

5. The SSN of all members of the applicant household age 6 or over (or a certificate that no SSN has been assigned).

6. The unit size requested.

7. The race, ethnicity and disability status of the head of household.

8. Whether the applicant household is requesting an accessible unit.

9. Whether the head of household or co-head of household is a person with disabilities and desires to communicate with the Management Agent in an alternative format indicated on the pre-application.

B. Processing Preliminary Applications.

1. Upon receipt at the Management Agent's office, completed pre-application forms will be stamped with the time and date of receipt, and will be assigned an identifying number, for administrative purposes only, for the period in which the application is valid. No pre-application form will be date and time-stamped unless it is complete upon submission.

2. Completed pre-application forms will be reviewed to consider the applicant's preliminary eligibility for admission to the Development, including whether:

(i) The composition of the applicant household meets the definition of "family" outlined in the ACOP.

(ii) The applicant household is eligible for a Public Housing Unit, based on the income information reported on the form.

(iii) The size of the applicant household reported on the pre-application form can be accommodated in a unit at the Development, in accordance with the standards set forth in Section III of the ACOP.

C. Notice to Applicants.

1. A pre-application that meets the guidelines for preliminary approval will be accepted and will be assigned to the waiting list as described in Section VI. The Management Agent will send the applicant written notification that the application is assigned to the waiting list. The notification will include a statement that preliminary approval does not mean the applicant is eligible for admission, and that admission to the development will be based on documentation of eligibility to be submitted by the applicant at the time of final application. The notice will also describe any preferences for which the applicant qualifies, or if the applicant was denied a preference.

2. A pre-application that does not meet the guidelines for preliminary approval will be rejected. The Management Agent will send the applicant a letter listing the reason(s) for denial.

3. All notices to applicants will include information about procedures for requesting reasonable accommodations for persons with disabilities as described in the Reasonable Accommodation Policy.

D. Informal Conferences for Public Housing Applicants.

In addition to the notices described in Section V(C), applicants for Public Housing Units will be notified of the right to request an informal conference to review any decision by the Management Agent regarding the pre-application, in accordance with the Grievance Procedure described in Section XV of the ACOP.

VI. Waiting List Procedures.

A. Organization of the Waiting List.

The Management Agent maintains a single site-based waiting list for the entire City West community. The waiting list is organized into sub-lists corresponding to the eligibility criteria for each phase of City West, including bedroom size, accessibility features of individual units, working family requirements and any income tiers. Applicants for available units at Laurel Homes Phase V are selected from the City West waiting list as provided in this ACOP.

B. Assignment to the Waiting List

Applicant households with approved pre-applications are assigned to all appropriate sub-lists on the waiting list based on the information submitted in the pre-application form and the date and time stamp on the pre-application form. Pre-applications are assigned to all sub-lists appropriate for the applicant household in the following manner:

1. Pre-applications are assigned to a sub-list for a unit of appropriate size, in the appropriate income tier.

2. Pre-applications are assigned to a sub-list for any other eligibility requirements or selection preferences in effect for any phase of City West.

3. Where the applicant household indicates on the pre-application a need for a unit with accessibility features, the pre-application is assigned to a sub-list for an accessible unit of appropriate size, without regard to income tier and other selection preferences.

C. Updating the Waiting List.

1. Applicant Responsibilities. Each applicant household is responsible for informing the Management Agent about any change in contact information, including residence, mailing address, and telephone number.

2. Notification Procedures. The City West waiting list is updated on an annual basis by sending each household on the waiting list an update package. The update package includes a cover letter and a reply card. The cover letter explains that the household must complete and return the reply card to the Management Agent in order to remain on the waiting list. The reply card requests information from the applicant household about the household's interest in remaining on the waiting list, and any information regarding changes in household composition, income, eligibility for preferences, and other factors that affect eligibility for admission.

3. Update Procedures. An applicant household must respond to the update package by completing and returning the reply card to the Management Agent within fifteen (15) business days. An applicant may return the reply card by mail or in person, and may request the assistance of the Management Agent in completing the reply card. The Management Agent will update the waiting list based on replies to the update package in the following manner:

(i) Where a returned reply card indicates an applicant household's continued interest in living at City West and indicates that the household remains eligible for admission based on the factors described in the pre-application, the pre-application remains on the waiting list. Where the reply card indicates changes in factors that affect the household's placement on one or more sub-lists, corresponding changes are made to the sub-lists. The household's application will be placed on the appropriate sub-list based on the date and time of the original application. Applicant households are notified in writing of any changes that effect eligibility for selection preferences.

(ii) Where a reply card indicates that an applicant is no longer interested in living in City West or remaining on the waiting list, the applicant's pre-application is removed from the waiting list. The applicant is notified in writing that the application is removed.

(iii) Where a reply card indicates that an applicant household does not qualify for admission to City West, the applicant's pre-application is removed from the waiting list. The applicant is notified in writing that the application is removed.

(iv) Failure to return a reply card or contact the Management Agent within fifteen (15) days of receipt of the update package results in removal of the pre-application from the waiting list. The applicant is notified in writing that the application is removed.

4. Informal Conference for Public Housing Applicants. An applicant for a Public Housing Unit who is dissatisfied with any action by the Management Agent affecting the applicant's placement on the waiting list, including removal from the waiting list, or any change in eligibility for a selection preference, may request an informal conference pursuant to the Grievance Procedure described in Section XV of the ACOP.

D. Closing and Reopening the Waiting List.

1. Closing the Waiting List. The Management Agent may close the waiting list and suspend the acceptance of applications at any time after the number of households on any sub-list of the waiting list exceeds the number of applicants that can be admitted to City West during a three year period, based on the current unit turnover rate calculated on an annual basis. The Management Agent may choose to close the entire waiting list, or close any sub-list.

2. Reopening the Waiting List. The Management Agent will reopen the waiting list (or any sub-list) and accept pre-applications at any time after the number of households on the waiting list (or any sub-list) is equal to or less than the number of applicants that can be admitted to City West during a two year period.

3. Public Notification. The Management Agent will provide public notification of any action to close or open the waiting list by posting public notices in the City West the Management Agent office and in the administrative offices of the CMHA, and by conducting marketing and outreach in a manner consistent with the Affirmative Fair Housing Marketing Plan for each phase of City West.

VII. Final Applications.

A. Contacting Applicants for Final Application and Screening.

1. Applicants may be contacted by the Management Agent for final screening at any time after the household's pre-application reaches the top of the relevant sub-list and a unit of appropriate size is expected to be available within six months.

2. The Management Agent will make two attempts to contact an applicant by letter or telephone. If the applicant household does not respond to the Management Agent's contacts, the Management Agent will send a certified letter to the applicant's last known address stating the date and time for an interview. If no response is received to the certified letter within ten (10) business days after the date the letter was mailed, or if the letter is returned because the US Postal Service was unable to deliver it, the applicant household will be notified that the pre-application is removed from the waiting list.

B. Applicant Interviews.

1. Interview Requirement. The final application process requires an interview, which must be attended by all members of the applicant household age 16 or older. If an applicant household fails to attend a scheduled interview, one attempt will be made to contact the household by telephone. If the applicant household responds, another appointment will be scheduled. If there is no response within three business days, or if the household fails to attend

the rescheduled interview, the Management Agent will notify the applicant household that the application has been removed from the Waiting List.

2. Interview Activities. The following activities will be completed at the interview:

(i) The program requirements and verification procedures will be explained.

(ii) All adult household members age 18 and over must present a photographic identification card at the interview session. The card will be photocopied and the copy retained in the applicant file.

(iii) All adult household members age 18 and over will be required to sign release of information forms for completion of required verification and certification paperwork.

(iv) Applicants will be informed of the Development's non-discrimination policies.

(v) Applicants will be informed that they must cooperate fully in the application process and submit to the Management Agent, in a timely manner, complete and accurate information requested by The Management Agent (including, without limitation, names, addresses and telephone numbers of all references and sources for verification, such as banks, landlords, child care providers, health insurance carriers, etc.). Applicants will also be informed that submission of incomplete, false or misleading information will be grounds for denial of the application.

(vi) All applicants will be informed that a final decision on their eligibility cannot be made until all verifications are complete.

(vii) All applicants will be given a voided copy of the current lease agreement, the community rules, and the pet policy for the Development. The applicant household will be informed that they should review these documents and that, should their application for housing be approved, the lease agreement, community rules, and pet policy will be reviewed in detail at a move-in appointment.

(viii) All applicant households will be advised of the right to request a reasonable accommodation and will also be provided with a written description of the informal conference procedures for the Development.

C. Completion of the Final Application.

Applicants must submit a completed written final application on an application form supplied by the Management Agent. If an application is incomplete, the applicant will be contacted in writing with a request to provide the missing information. To be complete, an application must:

1. Be signed and dated by the head of household and co-head of household.

2. Name each household member, including any live-in aide.

3. Include a social security number, and relationship, date of birth, and income information for each household member over the age of 18.

4. Provide citizenship or immigration certifications for each household member.

5. Provide asset information for each household member over the age of 18, or indicate that the household has no assets.

6. Include all signed required release of information and consent forms, including:

(i) HUD Form 9886.

(ii) Criminal History Release Authorization Forms.

(iii) Credit Report Release Authorization Forms.

(iv) Housing Court History Release Authorization Forms.

(v) Landlord history release of information forms.

(vi) Authorization to receive to information from a drug abuse treatment facility from each household member age 18 or more.

7. Certify that no household member disposed of any assets at less than fair market value during the two years preceding the certification.

8. Provide clear and complete housing history for the past five (5) years, with the landlord names, addresses, and dates of occupancy. If the household combines individuals who have not lived together before the application, then a five (5) year history must be completed for each household member.

9. Include the verifications requested by the Management Agent. The verification requirements for Laurel Homes Phase V as described in this Section VIII.

VIII. Screening and Verification Standards.

A. Verification Procedures.

1. Applicant households, including any live-in aide, will be screened for suitability for admission based upon the household's housing history for the last five years, including landlord references, credit checks and a review of the applicant's criminal history, if any, over the last ten years. The Management Agent will request verification of the eligibility for admission, including verification of income, student status, eligible citizen or immigration status, suitability as a resident, and any other factors affecting eligibility for admission and continued occupancy, as further described in this section of the ACOP. The Management Agent will in all cases require the applicant to obtain third party written verification. In the event third party verification is unavailable, the Management Agent will obtain verification by oral third party

contact and document in the family file the reasons why third party verification was not available. Applicant self-declaration will only be accepted on a case-by-case basis, when no second or third party verification can be obtained and only when deemed appropriate in the sole discretion of the Management Agent. Forms of acceptable verification are described in Exhibit B.

2. Requests for verification of income, employment, assets, child care expenses, medical expenses, disabilities, and housing references, including signed consent forms from each adult member of the applicant household will be mailed by the Management Agent directly to the persons identified by the household as the third party source of information.

B. Screening Standards.

In examining verifications and screening applicant's for admission, the Management Agent will screen landlord references and other verifications to determine whether the applicant or any member of the applicant household is likely to engage in conduct affecting household suitability for admission and occupancy, as follows:

1. Adverse, disruptive, or illegal behavior. Verifications will be examined to determine whether the applicant or any member of the applicant household has a history of:

(i) Engaging in any behavior that adversely affected the health, safety or welfare of neighbors or other persons residing in the immediate vicinity, or disturbed such persons' rights to quiet enjoyment of their property, interfered with the Management Agent of the property in which such household member resided, or adversely affected the physical environment or financial stability of such property.

(ii) Illegal use (or a pattern of illegal use) of a controlled substance, or abuse (or a pattern of abuse) of alcohol, that may interfere with the health, safety, or right to peaceful enjoyment of the Development or the surrounding community by other residents, the Management Agent's employees, or persons residing in the immediate vicinity of City West.

2. Failure to comply with resident obligations under a lease. Landlord references and other verifications will be examined to determine whether the applicant or any member of the applicant household will comply with resident obligations under the lease. In particular, the Management Agent will determine if the applicant:

(i) Has an unpaid balance owing for rent, damages or other charges, unless previous arrangements for repayment have been made and regular payments are verified as being made and current, or if the applicant household was paying excessive rent relative to income and can demonstrate responsible efforts they made to resolve the non-payment problem.

(ii) As a current or former recipient of a public housing subsidy or resident of a housing unit supported by low-income housing tax credits, refused to cooperate fully in all aspects of the annual or interim review processes.

(iii) Has a history of permitting person(s) not on the lease to reside in their apartment without the prior written approval of the landlord.

(iv) Has a history of non-payment of rent. For purposes of this ACOP, "history of non-payment" means three or more late rent payments in a twelve (12) month period.

(v) Has a history of failing to control guests or minors who are household members, such that they adversely affect the health, safety or welfare of neighbors or other persons residing in the immediate vicinity, or disturb such persons' rights to quiet enjoyment of their property, interfere with the Management Agent of the property, or adversely affect the physical environment or financial stability of the property.

(vi) Was evicted from previous housing for nonpayment of rent or any other lease violation.

3. Unsanitary or hazardous housekeeping practices. Unsanitary or hazardous housekeeping practices include, but are not limited to, the following:

(i) Creation of a fire hazard through acts such as hoarding of rags, papers or other flammable material.

(ii) Significant damage to the premises or any equipment and appliances therein for which a member of the applicant household is responsible.

(iii) Infestation, foul odors, or improperly disposed of garbage that adversely affects any neighbors, or any other serious neglect of the premises.

If an applicant would otherwise be rejected from occupancy based solely on third-party or documentary evidence of poor housekeeping habits, a home visit may be performed if requested by the applicant to review current housekeeping habits as part of a request for an informal conference under the Grievance Procedure.

4. Criminal history. The Management Agent will request criminal history records on all adult members of the applicant household. If any member of the applicant household has, within the ten years preceding the date the applicant household would be selected for admission, engaged in any Drug-Related Criminal Activity or violent criminal activity or other criminal activity that would adversely affect the health, safety, or right to peaceful enjoyment of the Development or the surrounding community by other residents, the Management Agent employees, or persons residing in the immediate vicinity of the Development, then the application for tenancy will be rejected. If documentation indicates that any household member engaged in such activity beyond such ten-year period, the Management Agent may require, as a condition of occupancy, that the applicant household submit additional evidence sufficient to ensure that the individual has not engaged in any criminal activity within a ten-year period.

5. Bad credit and financial standing: To determine the applicant's capacity to pay rent on a timely basis, the Management Agent will examine the applicant's credit history by

requesting a credit report. The applicant will not be responsible for payment of the cost of the credit report. A poor credit history will not necessarily be a basis for rejection of the application. Instead, the Management Agent will consider such factors as whether the applicant's credit report and other verification indicates a consistent and repeated history of non-payment of housing related costs, the age, size and number of debts, whether the credit history resulted from disability or illness, or high rent burdens or other factors that indicate the applicant is likely to pay rent in the future. Poor credit with respect to non-payment or delinquent rent and utilities will be given greater weight than non-payment of other consumer obligations. An applicant household must be capable of securing utility services, and therefore may not possess a previous balance of utility payments at a prior address that would prevent the household from receiving utility services in their own name.

If an applicant is denied admission based on a credit report, the written notification of denial will include:

(i) A statement that the application was rejected because of the credit report;

(ii) The name, address and telephone number of the credit reporting agency;

(iii) A statement that the credit reporting agency did not make the decision to deny the application and is unable to provide the applicant with the reasons for the denial;

(iv) A statement that the applicant is entitled to obtain a free copy of the credit report from the credit reporting agency within sixty days of the notice;

(v) A statement that the applicant has the right to examine the credit report; and

(vi) A statement that the applicant has the right to dispute the accuracy of the credit report with the credit-reporting agency.

The household will have two weeks after receiving the notice of the cause for rejection to send corrected information directly to the Management Agent.

IX. Completion of the Application Process.

A. Selection for Admission.

1. If an applicant is selected for admission at the conclusion of the application process, the household will be offered as soon as a unit becomes available for occupancy, based on the unit assignment procedures described in Section X. The applicant must accept or reject the unit within three days after the Management Agent notifies the household of the offer by telephone, or five days after the Management Agent mails the offer letter, whichever is shorter. The applicant may reject the unit only for good cause, as reasonably determined on a case-by-case basis in the discretion of the Management Agent. Good cause may include medical reasons and other compelling individual circumstances justifying applicant rejection of the unit. If an applicant lacks good cause for rejecting the unit, the application will be denied and the application will be removed from the waiting list. The applicant must move into the unit no later

than thirty days after the date the lease is signed. Failure to take possession of the unit may result in termination of the resident's tenancy.

2. If an applicant household accepts the offered unit, the Management Agent will schedule a move-in appointment, which all household members age 16 and older must attend. The procedures to be followed at the move-in appointment, including the procedures for signing the lease, are set out in Section X.

B. Mandatory Denial of Applications.

1. Denial for All Units. The Owner is required to deny admission to of applications for Public Housing Units and Market Rate Units to:

(i) Applicants who are subject to a lifetime registration requirement under the state sex offender registration program of any state, including but not limited to the lifetime sex offender registration required by Ohio Rev. Code §2152.82, *et seq* and Ohio Rev. Code Chapter 2950.

(ii) Applicants convicted of the manufacture or production of methamphetamine on the premises of federally assisted housing.

(iii) Applicants who were convicted of Drug Trafficking as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. §802.

(iv) Applicants whose federal housing assistance was terminated at any time during the ten year period prior to admission to the Development for drug-related criminal activity, including, without limit, the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug. The Owner may, in its sole discretion, admit the applicant if the responsible household member is no longer engaged in drug related criminal activity and successfully completed an approved supervised drug rehabilitation program, or if the responsible individual is no longer a member of the household.

(v) An applicant engaged in current illegal use of drugs.

(vi) An applicant whose current use of alcohol or drugs may interfere with the health, safety or right of peaceful enjoyment of the Development by other residents, the Owner's employees, the Management Agent, the Management Agent's employees or other individuals residing in the vicinity of City West.

(vii) An applicant whose history shows a pattern of abuse of drugs or alcohol indicating a likelihood that the individual may interfere with the health, safety or right of peaceful enjoyment of the Development by other residents, the Owner's employees, the Management Agent, the Management Agent's employees or other individuals residing in the vicinity of City West.

(viii) An applicant convicted of murder, rape, or aggravated assault.

2. Other Eligibility Factors. The Owner is required to deny admission of applications indicating that the applicant is otherwise ineligible for a Public Housing Unit, including circumstances where:

(i) An applicant does not comply with the certification and verification requirements for citizenship or eligible non-citizen status.

(ii) An applicant household has an income in excess of 60% of Area Median Income.

(iii) Members of the applicant household are ineligible students, as described in Section IV(B).

C. Other Reasons for Denial.

The Owner may choose to deny admission to the Property where the application or verifications indicate:

1. A demonstrated risk that the applicant may be unable or unwilling to pay rent, based on a persistent pattern of non-payment of rent and other obligations that indicates a reasonable likelihood that the applicant will not pay the rent on a timely basis.

2. A reasonable risk that the applicant, or those under the applicant's control, may interfere with the health, safety, security, or rights of other residents to a safe home in the Property, based on a history of violent or destructive behavior.

3. A reasonable risk of intentional damage or destruction to the apartment unit or the Property based on a history of violent or destructive behavior.

4. The applicant knowingly misrepresented or falsified any information required as part of the application for admission.

5. Fraud in any federal housing programs.

6. Amounts owed to a public housing agency ("PHA") in connection with the Section 8 program or public housing;

7. Failure to re-pay a PHA for amounts paid by the PHA to a landlord for unpaid rent.

8. A reasonable likelihood that the applicant is likely to engage illegal use of drugs, drug related criminal activity, violent criminal activity or substance abuse (including the abuse of alcohol or illegal drugs), other criminal activity, or other behavior that may threaten the health, safety or right to peaceful enjoyment of the premises by other residents, the Management Agent, or employees of the Management Agent.

9. Misrepresentation of or failure to disclose material facts in the application for admission to the Development.

D. Admission of Non-Citizen Households to Public Housing Units.

Admission to Public Housing Units is affected by the following additional citizenship and eligible non-citizen requirements:

1. Temporary Admission. A family in which at least one household member has submitted the required verification of eligible immigration status is eligible for occupancy and full assistance, if the DHS verification process is not complete at the time the household is selected for admission to an available unit, or if the family requests a hearing with DHS appealing a determination by DHS that the documentation is invalid and the appeal process is not complete at the time the household is selected for admission to an available unit.

2. Termination of Assistance. Assistance to a household admitted to occupancy and later determined to be ineligible at the conclusion of the DHS verification or hearing process must be terminated. Termination of assistance may be deferred based on the procedures described in Section XIV of the ACOP.

E. Consideration of Mitigating Circumstances.

The purpose of screening is to determine the applicant's future ability to comply with the basic eligibility requirements of the Property and the basic requirements of the lease, with or without supportive services, or a reasonable accommodation. In circumstances where the denial of admission is not required, the Management Agent may, in its sole discretion, consider all of the individual circumstances, including the seriousness and extent of the past history, the culpability of other household members, the need to make a reasonable modification in program screening standards for a person with disabilities, evidence of rehabilitation, substance abuse treatment, evidence of job loss, health problems, any factors outside the control of the applicant, and other mitigating circumstances.

F. Notice and Appeal.

1. General Notice Procedures. Applicants who are denied admission will immediately be notified in writing. The notice will explain the reasons for denial.

2. Notice to Public Housing Applicants. The notice to applicants denied admission to Public Housing Units will also advise the household of the right to request an informal conference with the Management Agent to appeal the denial. A request for an informal conference must be delivered to the Management Agent in writing within fourteen (14) days of the notice. Informal conferences will be conducted pursuant to the Owner's Grievance Procedures, described in Section XV.

X. Unit Assignment and Leases.

A. Unit Assignment.

1. Occupancy Standards. The Owner's occupancy standards are intended to avoid overcrowding in all units at Laurel Homes Phase V. The occupancy standards are also designed to avoid over-housing and to maximize the use of the Public Housing Units at the Development, including the use of Public Housing Units to meet the housing needs of large families with children. The occupancy standards will be applied in the following manner:

(i) The minimum guidelines set forth in the Owner's general occupancy standards shall apply to the Public Housing Units, but shall not apply to the Market Rate Units.

(ii) Eligible households for Public Housing Units will be assigned to the next available unit appropriate for the size of the family, including any live-in aide. No more than two persons will be required to occupy a bedroom in a Public Housing Unit, and unrelated persons or persons of different generations or of the opposite sex will not be required to share a bedroom in such a unit. In general, a husband and wife will be expected to share a bedroom; dependent children of the same sex will be expected to share a bedroom; and two dependent children whose combined total age is less than or equal to seven (7) years will be expected to share a bedroom regardless of the sex of the children.

(iii) Eligible applicants for Public Housing Units and Market Rate Units will be assigned to the next available unit appropriate for the size of the family, including any live-in aide, based on the maximum guidelines set forth in this section.

(iv) In selecting an appropriate unit size the Management Agent will rely on the following general standards. The minimum standards apply only to the Public Housing Units:

Number of Bedrooms	Minimum Number of Persons	Maximum Number of Persons
1	1	2
2	2	4
3	3	6
4	5	8

2. Accessible Units. Units at the Property that are accessible to individuals with mobility or sensory impairments will be offered first to any current resident of the Property who needs the special features of the unit and who is presently residing in a unit that lacks such features. If no current resident has a need for the accessible unit, it will be offered to the next qualified applicant on the waiting list who needs the special features. If there are no applicants on the waiting list who require such a unit, the unit will be offered to the next qualified applicant. In such cases, the lease for the unit will require the household to promptly move to another appropriate unit in the Property in the event of another application for qualified, eligible families needing the features of an accessible unit.

B. Move-In Appointment.

1. Upon approval of an application and acceptance of a unit by an applicant, an appointment will be scheduled for the head and co-head of household to review the occupancy requirements of the Development and sign a lease. At the move-in appointment, the Management Agent will review with all adult members of the household:

(i) The terms of the lease.

(ii) The rules for the Development, including the Working Family requirements.

(iii) The pet policy for the Development.

(iv) Community service requirements applicable to residents of Public Housing Units.

(v) The responsibility of residents of Public Housing Units to report changes in household income, family composition and other factors that effect eligibility for occupancy in a Public Housing Unit.

(vi) For residents of Public Housing Units, the household's choice of flat rent or income based rent, including the amount of each such rent, and the household's right to change a choice of rent because of financial hardship.

2. Each household will be required to participate in a housing readiness seminar or training program to be offered by the Management Agent prior to signing a lease.

C. Pre-Occupancy Inspection.

1. Prior to signing the lease, the head of household, any co-head of household, and a representative of the Management Agent will together complete an in-person inspection of the unit to review the operation of the equipment and appliances in the unit. At the time of the inspection, the head of household, any co-head of household, and the Management Agent will identify any deficient conditions requiring correction. All deficient conditions will be noted on a unit inspection form that will be signed by the household, any co-head of household, and the Management Agent. The head or co-head household will receive a copy of the signed unit inspection form. The original unit inspection form will be retained in the household's file.

2. All deficient conditions identified on the unit inspection form will result in the immediate issuance of a work order to be issued by the Management Agent. The date and identifying number of the work order number will be recorded on the original copy of the unit inspection form. All deficient conditions noted on the unit inspection form will be promptly corrected.

D. Lease Requirements.

1. Signing the Lease. At the move-in appointment, the head of household and any co-head of household must sign the lease. The initial term of the lease shall be for one year. The lease includes any addenda and such attachments as: (i) the rules and regulations of the Development; (ii) the pet policy for the Development; and (iii) the unit inspection form.

2. Required Payments. At the time the lease is signed, the head or co-head of household must pay the rent for the first month of occupancy, plus a security deposit equal to the amount of the first month's rent. Payment may be made only in the form of a cashier's check or money order.

XI. Tenant Rent.

Rents for Market Rate Units shall be in amounts periodically established by the Owner for the Development and set forth in the leases for residents of Market Rate Units. Rents for the Public Housing Units shall be set forth in the leases for residents of Public Housing Units and are determined in accordance with the provisions of this Section XI.

A. Public Housing Choice of Rent.

At the time of admission, and once each year thereafter at the time of regular recertification, residents of Public Housing Units may choose to pay as rent either a Flat Rent, or an Income Based Rent less a utility allowance.

1. Flat Rent. The Management Agent shall establish a schedule of Flat Rents for the Public Housing Units. The Flat Rent for each Public Housing Unit is the lesser of the maximum rent that may be charged to a resident of a Public Housing Unit as permitted by Section 42 and the requirements of the LIHTC program, or an amount determined by the Owner based on the market rent charged for comparable units in the private, unassisted rental market. Residents of Public Housing Units that choose a Flat Rent shall not be paid the utility reimbursement described in Section XI(C).

2. Income Based Rent. Income based rents are determined in accordance with HUD regulations. Income based rents may be pro-rated for mixed families that include ineligible non-citizens and eligible non-citizens or citizens. A utility allowance as described in Section XI(C) is subtracted from the income based rent to determine the total rent due to the Owner, and residents of Public Housing Units that choose an income based rent may be eligible for the utility reimbursement. Subject to the minimum rent provisions of Section XI(D), the income based rent is the greater of:

(i) 30% of monthly adjusted income; or

(ii) 10% of monthly annual income; or

(iii) the amount of welfare assistance received from a public agency that is designated to meet actual housing costs, if the welfare payment is adjusted in accordance with the household's actual housing costs.

3. Change From Flat Rent to Income Based Rent Due to Hardship. A family that elects to pay a flat rent may request a change to an income based rent prior to the annual recertification for reasons of financial hardship, as determined by the Management Agent upon verification by the resident. Financial hardship may include:

(i) Situations in which the Household's income has decreased because of changed circumstances, loss or reduction of employment, death in the family, or reduction in or loss of income or other assistance;

(ii) An increase, because of changed circumstances, in the household's expenses for medical costs, child care, transportation, education, or similar items; and

(iii) Such other situations of hardship documented by the Tenant and as determined by the Management Agent.

B. Minimum Rent Requirements in Public Housing Units.

1. The rent payable by a resident of a Public Housing unit shall not be less than a minimum rent payment of $50, minus the applicable utility allowance.

2. A public housing resident household may request a hardship exemption from the minimum rent requirement. A family will qualify for a hardship exemption if the Management Agent determines that there is hardship that is expected to last 90 days or more, including circumstances where:

(i) The family has lost eligibility for or is awaiting an eligibility determination for a government assistance program;

(ii) The household includes a member who is a non-citizen lawfully admitted for permanent residence in the United States and who would be eligible for public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996;

(iii) The family would be evicted because of the inability to pay a minimum rent;

(iv) Household income is decreased because of changed circumstances, including loss of employment;

(v) There was a death in the family; or

(vi) Other documented circumstances exist that The Management Agent determines create a family hardship.

3. If a household requests a hardship exemption from the minimum rent requirement, the Management Agent will suspend the minimum rent effective in the month following the month of the request until it is determined that the hardship will last at least 90 days. In no event will the household be evicted for non-payment of rent for the 90 day period beginning on the day of the request for the hardship exemption. If it is determined that the hardship will last less than 90 days, the obligation to pay the minimum rent will be reinstated effective the month the minimum rent obligation was suspended. The family must enter into a repayment arrangement to pay any rent determined to be due. A household qualifying for a hardship exemption must pay an income based rent, less a utility allowance, and may qualify for a utility reimbursement. The family must report any changed circumstances affecting the hardship exemption within 15 days of the change.

C. Utility Allowances and Utility Reimbursements for Public Housing Units.

1. Affect of Utility Allowances on Public Housing Rent; Utility Reimbursements. The Owner maintains a utility allowance schedule for those units in the Development in which residents purchase utility services for heat, hot water, cooking and electricity directly from utility suppliers. The income based rent or the minimum paid by a resident of a Public Housing Unit is reduced by the amount of the applicable utility allowance for the unit. In circumstances where the amount of the applicable utility allowance exceeds the resident's income based rent or minimum rent, the Owner will pay the resident a monthly utility reimbursement equal to the difference between the utility allowance and the resident's income based rent or minimum rent.

2. Review of Utility Allowance Schedule. The Owner reviews the utility allowance schedule on an annual basis and when utility rates change by 10% or more.

(i) At the time of an annual utility allowance review, the Owner may adjust the utility allowance schedule based on rate changes and other factors that affect consumption of tenant-paid utilities in Laurel Homes Phase V. Residents will be provided a notice of a proposed change in the utility allowance schedule no less than 60 days before the effective date of the change, and may submit written comments for a period that ends no more than 30 days before the date of the change.

(ii) When the utility allowance schedule is changed based on changes in utility rates of 10% or more, changes to income based rents and minimum rents, if any, will be retroactive to the first day of the month following the month in which the last rate change was effective. Residents will receive notice of an interim change in the utility allowance schedule in the manner provided in the lease.

3. Individual Modification of Utility Allowances. A resident of a Public Housing Unit may request individual relief in the form of a utility allowance in excess of the established utility allowance based on reasonable grounds, such as the special needs of elderly or disabled families, illness, or other special factors affecting utility usage not within the control of the family. Individual modifications in utility allowances may result in decreases in income based rents, payment of utility reimbursements, or increases in utility reimbursements to occupants of Public Housing Units.

D. Income Disregards for Qualified Families.

The amount of increased income of a Qualified Family shall be completely disregarded for purposes of determining eligibility for continued occupancy and for computing tenant rent during a cumulative period not to exceed twelve months. Thereafter, 50% of the increased income of a Qualified family shall be disregarded for an additional twelve month period. The period of the disregard may be interrupted. In no event may the total number of months between the beginning of the disregard and final month of the disregard exceed forty-eight months. A household is a Qualified Family when:

(i) Household income increases based on the increased employment earnings of a family member who was unemployed during the previous twelve month period. A family

member is considered to have been unemployed during the previous twelve month period if during that period the individual earned less than the equivalent of working ten hours per week at minimum wage for fifty weeks.

(ii) Household income increases based on the increased employment earnings of a family member who becomes employed because of participation in an economic self-sufficiency or job training program.

(iii) Household income increases based on the increased employment earnings of a family member who becomes employed at any time during or within six months of receiving assistance, benefits or services from a program funded by any state program for Temporary Assistance to Needy Families (TANF).

XII. Additional Occupancy Requirements.

A. Unit Transfers.

A resident household may transfer to a unit of appropriate size for the family in the circumstances described in this section.

1. Optional Unit Transfers. The Management Agent will establish a waiting list for transfers of residents of Public Housing Units, and a separate waiting list for transfers of residents of Market Rate Units only when there are no waiting lists for mandatory unit transfers or for new applicants. A resident may apply for an optional transfer to another unit so long as the resident is otherwise eligible as set forth in this Section of the ACOP. Optional transfers for eligible residents will be approved based on the date and time of the application for a transfer.

2. Accessible Units. A household may apply for a transfer to an available accessible unit if the household includes a family member who needs the features of the unit. Resident households with a family member who needs the features of an accessible unit will be selected for an accessible unit of appropriate size before new applicants.

3. Mandatory Unit Transfers. The Management Agent will transfer a household to another unit when the Management Agent determines that:

(i) The family is under-housed or over-housed based on the occupancy standards set forth in the ACOP.

(ii) Other extraordinary circumstances are present in the household that require a transfer.

4. Applications for Transfers. Each move to a new unit is considered a new admission to the Development. The resident household must complete all required applications, submit all necessary verifications and establish eligibility for occupancy prior to the transfer to the new unit. A transfer will be approved if the family meets the eligibility criteria for a transfer and:

(i) The current unit is inspected by the Management Agent and found to be clean and free of damage.

(ii) The household is eligible for occupancy and is in compliance with all the requirements of the lease.

(iii) For the six month period prior to the request for the transfer, all members of the household were compliant with the lease and all other resident obligations.

5. Procedures for Transfers. Resident households on the transfer waiting list for Mandatory Unit Transfers will be selected for transfer to the first vacant unit of appropriate size for the household. Residents on the transfer waiting list for Optional Unit Transfers will be selected for transfer to a vacant unit of appropriate size in a ratio of one optional transfer for each three admissions from the waiting list of applicants to the Property.

6. Refusal to Accept Transfer. In the case of a mandatory unit transfer, a resident household may refuse one offer of a new unit. Refusal to accept a second offer of a mandatory transfer may result in termination of the lease. A refusal by a resident household to accept a voluntary transfer will result in the removal of the household from the transfer waiting list.

B. Working Family Requirements for All Residents.

A resident household must immediately notify the Management Agent if any member of any household loses or reduces employment. Households are required to report all changes in employment status to the Management Agent within 14 business days. Where a family no longer qualifies as a Working Family as defined in Section III(F) because of a loss or reduction in employment, the household member must (i) achieve employment of at least 30 hours per week within 90 days of loss of employment, or (ii) enter a work development program acceptable to Owner within 90 days of loss of employment. A work development program will be acceptable only if the household member demonstrates to the Management Agent's reasonable satisfaction that the program is reasonably necessary for employment and will lead to stable, long term employment. The household member must achieve employment of at least 30 hours per week within 90 days after graduating from the such work development program. Failure to maintain Working Family status in accordance with the foregoing requirements may result in non-renewal or termination of the lease.

C. Community Service Requirements for Residents of Public Housing Units.

All non-exempt adult occupants of Public Housing Units must participate in community service and self-sufficiency activities as a condition of continued occupancy. Tenants of Public Housing Units, including all adult occupants, must report to the Management Agent any change in participation in community service activities, and any change in status as an exempt individual, within 15 days of the change. The Management Agent will require all occupants to re-certify or otherwise verify continuing eligibility for occupancy on no less than an annual basis, and may re-examine continued eligibility for occupancy in between annual recertifications. In the event the household does not comply with the community service requirements, the Management Agent may terminate the lease and evict the household as set forth in Section XIV(D) of the ACOP. In addition:

1. The exemption from the community service and self-sufficiency requirement shall apply to any adult household member who is: (i) 62 years of age or older; or (ii) who is blind or disabled within the meaning of Section 216(i) or Section 1614 of the Social Security Act; or (iii) who is the primary caretaker of a blind or disabled person; or (iv) who is working at least 30 hours each week; or (v) who meets the requirements for exemption from participation in work activities under a state program funded under Title IV-A of the Social Security Act or under any other welfare program in Ohio; or (vi) is a member of a household receiving Transitional Assistance for Needy Families or under any other welfare program in Ohio and has not been found to be out of compliance with the requirements of that program.

2. Each non-exempt household member must: (i) contribute 8 hours each month of community services; or (ii) participate in an economic self-sufficiency program for no less than 8 hours each month; or (iii) must perform 8 hours of combined community service and self-sufficiency activities each month.

3. If the Management Agent determines that any non-exempt public housing occupant is not in compliance with the community service and self-sufficiency requirements, the tenant will be notified that the tenant's lease will not be renewed at the end of the twelve month period following the end of the last annual recertification unless the tenant and the non-compliant adult household member enter into a written agreement to cure the non-compliance. The notice will describe the basis of the Management Agent's determination of non-compliance. Any such notice, including a notice of termination, is subject to the appeal procedures of Section XV. The tenant's lease will not be terminated if the non-compliant adult household member no longer resides in the unit.

4. A written agreement to cure non-compliance with the community service and self-sufficiency requirement must provide that: (i) the non-compliant adult household member will cure the non-compliance by completing the additional number of hours needed to reach 96 hours community service and self-sufficiency activity over the twelve month period of the lease; and (ii) all other non-exempt adult household members are in compliance with the community service and self-sufficiency requirements, or longer no longer reside in the household.

5. Performance of the community service responsibilities does not relieve a household member from the Working Family obligations as described in the ACOP.

XIII. Recertification Requirements for Residents of Public Housing Units.

A. Annual Recertification.

1. General Recertification Requirement. The Management Agent will re-examine the continued eligibility for occupancy and the rent level of each resident of Public Housing Unit at least once every twelve months. No less than 120 days before the anniversary date of the lease the Management Agent will notify the resident of the obligation to re-certify. The notice will propose a recertification appointment, will list the information required to complete the recertification, will provide information to the resident about rescheduling the appointment and the consequences of failing to keep the appointment.

2. Verification Procedures. All information, verifications and certifications required to determine continued eligibility and rent must be provided by the household in order to determine the amount of resident rent, and whether the household remains eligible for occupancy in the unit. Acceptable forms of verification are described in Exhibit B. At the recertification, the resident must provide accurate and current information on all factors affecting eligibility for continued occupancy and payment of rent, including the following:

(i) Family composition;

(ii) Sources and amounts of income and assets for all members of the household;

(iii) Family choice of income based rent or flat rent;

(iv) SSN, or certifications of lack of SSN for any household member without an SSN or certification;

(v) Verification of eligibility for any deductions from annual income;

(vi) Compliance with the community service and Working Family requirements of the Development;

(vii) Student status.

(viii) Working family status.

(ix) Citizenship or eligible immigration status.

B. Interim Recertifications.

1. Responsibility to Report Changes in Eligibility Factors. Residents of Public Housing Units must report an increase in income, a change in family composition, a change in Working Family status, and a change in any other factor affecting rent or eligibility for continued occupancy within 14 days of the change. The resident must complete the interim recertification within 30 days of the reported change. The Management Agent will provide the resident with a 30 day notice of any rent increase, and the rent increase will be effective on the first day of the month following the expiration of the 30 day notice.

2. Resident Request for Recertification. A resident may request an interim recertification in the following circumstances:

(i) A resident may request an interim recertification if there is a reduction in household income, an increase in allowances affecting adjusted income, a change in family composition, or other changes affecting the calculation of the resident rent.

(ii) A resident may at any time request a change from a flat rent to an income based rent based on hardship, as described in Section XI of the ACOP.

(iii) A resident may at any time request a hardship exemption from payment of minimum rent, as described in Section XI of the ACOP.

3. Other Reasons for Interim Recertification. If the Management Agent learns that the resident failed to report an increase in income, a change in family composition, a change in working family status, or any other factor affecting rent or eligibility for continued occupancy, the Management Agent will notify the resident in writing of the obligation to re-certify. The notice will require the resident to complete recertification within 10 days of the notice.

4. Verification Procedures.

(i) In the event that the results of the interim recertification does not require a transfer to another unit, verifications will be limited to those factors affecting resident rent, including but not limited to family composition, sources and amounts of income and assets for all members of the household, working family status, and verification of eligibility for any deductions from annual income.

(ii) In the event that the interim recertification requires a transfer to another unit, the recertification is treated as a new application, and all factors affecting are subject to verification, including the factors described in Section XIII(A).

C. Effect of Recertification.

1. Notice. At the completion of an annual or interim recertification, the resident will be required to sign a Notice of Rent Adjustment/Household Composition which will be attached as an addendum to the Lease. One copy of the notice will be delivered to the Household and one copy will be kept in the Household's file. All notices delivered as the result of a recertification will advise the household of its right to discuss the proposed action with the Management Agent in an informal conference and to file a grievance if the family does not agree with the Management Agent's determination.

2. Recertifications Requiring Transfers. If any mandatory change of unit size is required, the Management Agent will place the household on a transfer waiting list and move the Household to the next available unit in the appropriate income tier and with the appropriate bedroom size. No transfer will occur and no rent adjustment will take effect until thirty (30) days after notice of such change has been delivered by The Management Agent.

3. Rent Adjustments.

(i) Completion of an annual recertification justifying a reduction in rent will be effective as of the first day of the month following the month in which the household completed the recertification. A reduction in rent resulting from a timely report of a change in circumstances and timely completion of the interim recertification will be effective as of the first day of the month following the month in which the household reported its decreased income. A reduction in rent resulting from an untimely report of a change in circumstances or a late completion of the interim recertification will be effective as of the first day of the month following the month in which the household completed the interim recertification.

(ii) If a change in circumstance justifies an increase in rent, then the Management Agent will provide the household at least 30 days advance notice before the rent increase takes effect.

(iii) In the event a household fails to report a change in circumstances on a timely basis resulting in a rent underpayment, the increase in rent shall be retroactive to the first of the month following the month in which the misrepresentation or the failure to report the change occurred.

(iv) Rent adjustments for Qualified Families shall be implemented utilizing the appropriate disregard of increased income described in Section XI(D) of the ACOP.

XIV. Termination of the Lease.

A. Termination of the Lease for Public Housing Units Based on Recertifications.

An annual or interim recertification may result in termination of the lease of a resident of a Public Housing Unit in the circumstances described in this paragraph.

1. Failure to cooperate in the recertification and verification process in a timely manner may result in termination of the lease and eviction.

2. Failure to report a change in family circumstances on a timely basis, or a failure to pay a retroactive rent increase may result in termination of the lease and eviction.

3. Refusal to accept a mandatory transfer to another Public Housing Unit may result in termination of the lease and eviction.

B. Over-Income Residents of Public Housing Units.

1. Except as otherwise set forth in this paragraph, in the event that the family income of a resident of a Public Housing Unit exceeds the income requirements of HUD regulations, in sole discretion of the Management Agent, the Management Agent may:

(i) Terminate the tenancy of a resident of a Public Housing Unit and evict the household;

(ii) Offer the resident a transfer to a Market Rate Unit at a new rent; or

(iii) Offer the resident the opportunity to remain in the unit, and pay a market rate rent.

2. The Management Agent will not terminate the lease of an over-income resident of a Public Housing Unit where:

(i) The household has a valid contract for participation in the Family Self-Sufficiency Program; or

(ii) The family current receives an earnings disregard as a Qualified Family as defined in Section XI(D) of the ACOP.

C. Termination of the Lease Based on Failure to Maintain Working Family Status.

Where the Management Agent determines that the household no longer qualifies as a working family, the head or co-head of household must:

1. Achieve employment of at least 30 hours per week within 90 days of loss of employment; or

2. Enter in a work development program acceptable the Management Agent within ninety days of loss of employment.

A work development program will be acceptable if verification demonstrates to the Management Agent's reasonable satisfaction that the program is necessary for employment and will lead to stable, long term employment. The head of household or co-head of household must achieve employment of at least 30 hours per week within 90 days after completing the work development program.

D. Community Service Requirements.

1. If the Management Agent determines that any non-exempt public housing occupant is not in compliance with the community service and self-sufficiency requirement, the tenant will be notified that the tenant's lease will not be renewed at the end of the twelve month period following the end of the last annual recertification unless the tenant and the non-compliant adult household member enter into a written agreement to cure the non-compliance. The tenant's lease will not be terminated if the non-compliant adult household member no longer resides in the unit.

2. A written agreement to cure non-compliance with the community service and self-sufficiency requirement must provide that: (i) the non-compliant adult household member will cure the non-compliance by completing the additional number of hours needed to reach 96 hours community service and self-sufficiency activity over the twelve month period of the lease; and (ii) all other non-exempt adult household members are in compliance with the community service and self-sufficiency requirements, or longer no longer reside in the household.

E. Pro-Rated Assistance and Deferral of Termination for Non-Citizen Households.

1. When some but not all members of an resident family no longer qualify for eligible citizen or citizenship status due to a change in household composition or the immigration status of a household member, the family must be offered the opportunity to receive pro-rated assistance. No ineligible non-citizen may live in the unit without the advance approval of the Management Agent.

2. Where a resident permits an ineligible non-citizen to live in the unit without the advance approval of the Management Agent, rental assistance must be terminated for a period of 24 months. The failure to obtain the advance approval of the Management Agent may also constitute grounds for termination of the lease.

3. Temporary deferral of termination of assistance is available to: (a) an occupant household that no longer qualifies as a citizen or eligible non-citizen family because of changes in family composition; (b) to mixed households that do not qualify for continued assistance and choose not to receive pro-rated assistance; and (c) to households that are admitted pending the outcome of a DHS verification or appeal where the outcome of the DHS verification or appeal indicates that the household is not eligible for housing assistance. Temporary deferral may be granted if *one* of the following conditions is met:

(i) The family demonstrates that reasonable efforts to find other affordable housing of appropriate size have been unsuccessful; or

(ii) The vacancy rate for affordable housing of appropriate size is below 5% in the housing market area.

Termination of the rental assistance of a qualified non-citizen household shall be deferred for an initial period of six months. Temporary deferral of termination of assistance may be extended for two additional periods of six months each in the sole discretion of the Management Agent if the family demonstrates continued efforts to find other affordable housing. The aggregate deferral period may not exceed 18 months. The household must vacate the unit at the end of the deferral period, or any extension of the deferral period. At the end of each period of deferral, the Management Agent will provide the family with no less than 60 days advance written notice of the decision to extend the deferral of termination of assistance or to terminate assistance.

4. For households that qualify for pro-rated assistance, a written notice of reduction of rental assistance will be provided to a resident family no less than thirty days in advance of the effective date of the reduction. Any notice reducing the rental assistance will be delivered to the family's unit and by mailing the notice to the resident's usual mailing address by first class mail. The notice will: (i) specify the date the rental assistance will be reduced; (ii) state the reasons for reducing the rental assistance; (iii) state the amount of the new rent; (iv) advise the tenant that failure to pay the new rent may result in termination of the lease; and (v) advise the tenant that he or she may request an appeal under the provisions of Section XV of the ACOP, within 10 days of the date of the notice.

5. A family that qualifies for deferred termination will be notified at the beginning of each deferral period that the household is ineligible for occupancy. The notice will offer the family information about other affordable housing.

F. Shortfall in Revenues for Public Housing Units.

Continuing residency and lease terms for residents of Public Housing Units may be changed in the event there is a shortfall in revenues to the Owner from the operation of the Public Housing Units at the Development. In that event, the Owner and the CMHA will implement a plan to assure that the viability of Laurel Homes V as a mixed income rental community can be maintained without unnecessary hardship to low-income residents, excessive claims on scarce resources, or a marked deterioration in the physical condition of the property. If these efforts fail, then the Owner may take steps that will affect tenant rents or continued occupancy in the Public Housing Units at the Development, such as:

1. An increase in income-based rents above the amounts otherwise required by HUD regulations;

2. An increase in flat rents otherwise established by the Owner;

3. Provision of substitute housing to public housing residents by the CMHA, including provision of Section 8 rental assistance or other public housing outside of The Development;

4. Termination of public housing leases.

Any actions taken by the Owner are subject to Section 35 of the U.S. Housing Act, any implementing regulations, HUD approval, if required, and any agreements affecting the Development, including the Regulatory and Operating Agreement between the Owner and the CMHA. In the event the Owner must take any adverse action, the Management Agent will give each affected family and the CMHA no less than 30 days advanced notice. In no event will the Owner refer a household to a credit agency for any reason related to a shortfall in revenues for Public Housing Units.

G. Resident Termination of the Lease.

A resident household may terminate the lease by giving thirty days written notice to the Management Agent.

H. Termination for Violation of the Lease.

The Management Agent may terminate a lease only for the reasons set forth in the lease.

XV. Appeals for Public Housing Units.

The provisions of Section XV of the ACOP apply solely to applicants for or residents of Public Housing Units and do not apply to applicants for or residents of Market Rate Units. An applicant for a Public Housing Unit may appeal a decision by the Management Agent or the Owner by requesting an informal conference. A resident of a Public Housing Unit may appeal a decision by the Management Agent or the Owner by requesting an informal conference or a grievance hearing.

A. Grounds for Appeal.

An applicant or a tenant may request an appeal of a decision by the Management Agent in the following situations:

1. Denial or rejection of an application;

2. The tenant disputes the Management Agent's determination of the amount of tenant rent;

3. Denial of a request to switch from a flat rent to an income-based rent;

4. Denial of a request for a hardship exemption from the obligation to pay minimum rent;

5. Denial of eligible citizenship or immigration status, or the amount of pro-rated rent for a mixed family;

6. Termination of the tenancy by the Management Agent;

7. Any other matter affecting admission to or continued occupancy of a Public Housing Unit.

B. Informal Conferences.

Any applicant for a Public Housing Unit whose application for admission is rejected may request an informal conference with the Management Agent within ten days of the date of the rejection letter. In addition, any resident of the Development may request an informal conference to discuss any the Management Agent action or proposed action that adversely affects the household. The Management Agent will schedule an informal conference with within five days of receiving the household's request. The informal conference will be held by a representative of the Management Agent who did not participate in the initial decision under appeal by the resident. Within two business days after the informal conference, the Management Agent will provide the household with a written summary of the informal conference, and the disposition of the family's complaint. Any written summary of an informal conference involving a resident of the Development will include a notice of the resident's right to make a written request for a Grievance Hearing, as described in Section XV(C).

C. Grievance Hearings.

1. A resident of a Public Housing Unit who is dissatisfied with the result of an informal conference may request a Grievance Hearing by delivering a written request to the Management Agent no more than five days after receiving the written results of an informal conference. Failure to request a Grievance Hearing within five days of receiving the written summary renders the informal conference decision final.

2. The Management Agent will schedule the grievance hearing within 15 days of the request. The complainant household will be provided with at least 10 days advance notice of the hearing. The hearing will be conducted by a the Management Agent employee that was not involved in the initial decision under appeal or in the disposition of the informal conference. Prior to the hearing, the complainant will have the right to review and make copies of the household's file. The household may be represented by a legal representative. The household may choose to present the grievance either in writing or verbally at the hearing. Failure to proceed with the grievance in writing or verbally at the hearing without good cause will result in dismissal of the grievance.

3. At the grievance hearing, the household may present evidence and arguments in support of the grievance, and may refute any evidence and arguments made by the Management Agent. The hearing will be informal, and the hearing officer may consider any evidence or testimony that is directly related to the facts and issues raised in the grievance. Within five days of the grievance hearing, the hearing officer will issue a final written decision, which will be mailed to the complainant and delivered to the Management Agent.

D. Claims for Unpaid Rent.

1. Escrow Requirement. Before a hearing is scheduled in any grievance where the Management Agent claims rent is due, the public housing tenant must pay an escrow deposit. The amount of the escrow shall be equal to the amount of rent payable as of the first day of the month preceding the month in which the Management Agent asserts that the household failed to pay rent. The household must continue to make the monthly escrow deposit each month until the grievance hearing is decided. The escrow requirement shall not apply to any grievance in which the resident claims that the Management Agent incorrectly calculated imputed welfare income counted for purposes of determining an income based rent.

2. Waiver of Escrow. The Management Agent shall waive the escrow requirement if the resident establishes a financial hardship under the standards set forth in Section XI(A)(3), or

E. Lease Terminations Due to Violent or Criminal Behavior.

The procedures for informal conferences and grievance hearings shall not apply to any termination of a public housing tenancy based on any violent or drug-related criminal activity on or off the premises of the Development; any other criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents of the Development, neighbors of the Development, the Owner, the Management Agent or the employees of the Owner or the Management Agent; or any activity resulting in a felony conviction.

EXHIBIT A

REASONABLE ACCOMMODATION POLICY

REASONABLE ACCOMMODATION POLICY

The policy of the Management Agent is to provide "reasonable accommodations" to all individuals with disabilities unless such accommodation would present an undue hardship and/or unreasonable financial or administrative burden. In such cases where a request for reasonable accommodation may present an undue hardship or financial/administrative burden for the organization, the Management Agent will attempt to propose alternative solutions and/or accommodations, which do not create a hardship.

Each property may provide reasonable accommodations by making structural alterations to an existing facility or, if an equivalent result can be achieved, by other means such as by the employment of auxiliary aids or by the utilization of the Management Agent's apartment transfer policy. Every consideration will be given to recommendations made by the person requesting the accommodation in achieving the desired end result. Due to the varied and individualized needs of persons with disabilities, each request for modification will be considered on an individual basis.

The policy of the Management Agent in making "Reasonable Accommodations" for persons with disabilities is most commonly applied in the following situations:

- to accommodate an applicant who has been offered a job or a current employee, by making the workplace accessible to and usable by that person;
- to make programs, services, activities, non-housing facilities and. common spaces accessible to and usable by persons with disabilities;
- to accommodate an applicant or tenant who requires modifications to an inaccessible dwelling unit.

When physical alterations or modifications are required to provide reasonable accommodations; such accommodations will be made to the maximum extent feasible to provide a unit, common area, or work space that is readily accessible to and usable by the individual requesting the accommodation given the resources of the development. You are only obliged to provide a device that meets the functional requirements, not a "top of the line" item.

The provision of reasonable accommodations shall be consistent with the capabilities and resources available to each property to the extent that such reasonable accommodations does not impose undue financial and or administrative burden on the development.

In no case will a property make a "reasonable" physical modification it considers to be a "financial or administrative burden" or an "undue hardship." However, under state law, if an accommodation would pose an undue hardship, a landlord is still required to provide this accommodation if the person with the disability agrees to pay for it.

When capabilities and resources are insufficient in providing reasonable accommodations, a search will be conducted to locate other resources and/or similar situations where reasonable accommodations have been applied, prior to concluding that any request for same constitutes an "undue hardship". If a request for a unit modification is found to create an "undue hardship," the nature of the burden or hardship must be documented and you should direct the applicant or resident to any alternative housing in other areas.

Lease Housing Programs

If an applicant is unable to afford the cost of modifications', a third party willing to pay for the modifications is considered no different than the applicant being willing to pay for the modification. If the modification is substantial, you can request that money be placed in an escrow account to cover the cost of returning the unit to its original state *if the modification adversely impacts the value or marketability of the unit.* Changes which do not affect value or marketability do not require an escrow account.

Request Procedure

Request for physical modifications to units must be made first to the Site Manager. Request forms for reasonable accommodation are available at the offices of the Management Agent, located at 95 Berkeley St. in Boston or at the Site The Management Agent office. Assistance will be provided to any person needing help in preparing and/or filling out the "REASONABLE ACCOMMODATION REQUEST FORM."

The request must provide the basis for the modification and the exact changes being requested. You have the right to verify the fact that the individual has a disability which requires the accommodation requested. It should be understood that this verification is solely for the purpose of determining the most appropriate reasonable, or alternatively acceptable, accommodation.

Determinations regarding reasonable requests for accommodations and/or any questions regarding the Management Agent reasonable accommodation policy may be reviewed and/or resolved by a member of the Management Agent's Section 504 Coordination Committee.

SCREENING POLICY AND PROCEDURE FOR APPLICANTS WITH DISABILITIES

A. GENERAL POLICY

It is the intent of the Management Agent to encourage the participation of disabled persons to the maximum extent feasible in all its programs.

B. PROCEDURES

1. Notification as to the Management Agent Reasonable Accommodation Policy

All applicants for housing shall be informed as to the Reasonable Accommodation Policy for Persons with Disabilities. Applicants shall be given the opportunity to self-identify as an individual with a disability and to request a reasonable accommodation at any time during the application process. You have the right to verify the presence of a disability if an applicant is requesting either a reasonable accommodation or housing for which the presence of a disability is a basis for eligibility. Staff should consult with a member of the Management Agent's Section 504/ADA Committee.

2. Program Eligibility and Qualification

An applicant's eligibility for housing programs shall be in strict conformance with tenant selection plan for the property to which the application is being made.

Applicants with disabilities have to meet the same income eligibility tests as do non-disabled applicants. For applicants with disabilities who do not qualify for housing on the basis of income, you may assist these persons by referring them to other housing providers with compatible income eligibility requirements.

Procedures for determining tenant selection priority and preference for applicants with disabilities shall be conducted in a manner consistent with the tenant selection plan for the property. Disabled applicants do not have priority preference per se.

3. Ability and Willingness to Meet Lease Requirements

Notwithstanding the presence of a disability, all applicants for housing owned, managed, or administered by you must be able to demonstrate that they are capable by virtue of past rental history, etc. of complying fully with the terms and conditions of their dwelling unit lease. To the extent allowed under the law and HUD regulations, it is the policy of the Management Agent to conduct a thorough screening of all applicants for housing, utilizing the screening, documentation, verification guidelines and standards set forth below.

4. Screening Criteria

The procedures that the Management Agent utilized for pre-occupancy screening for applicants shall be the same for both disabled and non-disabled applicants. Applicants will not be accepted for tenancy if the agency can document:

(i) Past record of demonstrated behavioral problems in their tenancies (including those which may be the result of a disability's manifestation or active alcohol abuse), as verified by past landlord and other reference checks, indicating an inability to comply with the terms of the lease, including but not limited to:

a. history of non-payment of rent
b. past "for cause" evictions
c. other documented behavioral problems which strongly indicate an inability to comply with lease provisions
d. poor credit/ineligible as a result of credit/financial screening

(ii) Illegal drug use or the manufacture/distribution of illegal substances as well as evidence of active substance abuse.

Notwithstanding the obligation to "screen-out" applicants for tenancy for "just cause" during the screening process, you need to adhere to the following guidelines concerning applicants who have either self-identified as a person with a disability or who have requested a "reasonable accommodation" at any time during the pre-occupancy screening process:

5. Guidelines for Staff During Pre-Occupancy Applicant Screening

(i) All applicants for tenancy will be informed of the Management Agent's reasonable accommodation policies concerning persons with disabilities which includes the right of any applicant to self-identify as a person with a disability and/or to request a reasonable accommodation prior to, during, or after the application process has commenced;

(ii) When requested by the applicant, or as mutually agreed to by the applicant and the Management Agent, "stand-ins," aides, interpreters, and other individuals who might assist the applicant, will be allowed. In general, the applicant will be expected to determine the nature and specifics of such assistance although the Management Agent will make every attempt to provide such assistance for applicant when requested;

(iii) All applicants for tenancy will be asked questions concerning their ability to comply with the terms of the lease in a uniform and non-discriminatory manner;

(iv) Unless the presence of a disability is a pre-condition for eligibility, as might be the case for an under 62 year of age applicant applying for elderly/handicapped housing or a person applying for a development or unit specifically designed for certain types of disabilities, no questions will be asked concerning the presence, nature, and/or severity of an applicant's disability;

(v) If an applicant makes a request for a reasonable accommodation due to the presence of a disability, it is the Management Agent's practice to only ask those questions and to only seek the necessary documentation to provide the applicant* with the most suitable and available housing and/or most appropriate accommodation;

(vi) Absolutely no questions will be asked, and no attempt will be made by you, to determine or assess whether an applicant for tenancy can "live independently;"

(vii) Any applicant rejected for tenancy has the right to grieve such decision to the Management Agent under its grievance procedures and all applicable provisions of the Management Agent's reasonable accommodation policy.

6. Documentation Standards

the Management Agent needs to maintain clear documentation regarding any individual (applicant or resident) who self-identifies him/herself as a person with a disability, and/or who requests a reasonable accommodation (see Form for Self-Identification of An Individual with Disabilities and Request for Reasonable Accommodation as sources for documentation).

7. Methods of Verification

Notwithstanding the nights of disabled persons for reasonable accommodation and their legitimate expectation for non-discriminatory practices on the part of the Management Agent, applicants with disabilities shall be required to submit to the same verification standards as would other non-disabled applicants. Additionally, the Management Agent has an affirmative obligation to verify an applicant's disability and/or to determine the reasonableness of the accommodation being requested in instances when an individual self-identifies himself as an individual with a disability and/or requests a reasonable accommodation.

You have the right to verify an applicant's disability when the presence of a disability is relevant to program eligibility/priority preference or self-disclosed for reason of an accommodation; however, you do not have a right to inquire beyond what is necessary to determine either eligibility/priority issues and/or to determine the "reasonableness" or "appropriateness" of an accommodation request.

NON-TRADITIONAL HOUSING REFERENCE
(Any living arrangement* that is not regular publicly or privately owned housing.)

TO: _____ RE: (List all persons who will be on lease)

_____
_____
_____
_____
_____
_____
_____

PLEASE RETURN TO: _____
_____
_____

TO APPLICANT: In order to be accepted, an applicant must have a good tenancy record – for paying rent, maintaining the apartment, not interfering with neighbors, no housing-related criminal activities, including current illegal drug abuse, and cooperation in supplying income and other verification necessary to establish that his or her history otherwise suggests that they are willing and able to comply with the lease. An applicant with a past tenancy problem related to a disability may provide information regarding "mitigating circumstances" (an explanation of what happened and reasons why it is not likely to happen again) or may ask for a "reasonable accommodation" (something a landlord can do to enable the tenant to meet the lease requirement or something a service agency or someone else will do to enable the tenant to meet the lease requirements or something a service agency or someone else will do to enable the tenant to meet lease requirements). You can choose to explain any problem and ask for a reasonable accommodation now or you may do it later if the tenancy history is leading to or does result in a rejection. The Optional Questions enable you to do that now if you choose. Disclosing you have a disability is completely voluntary. If you choose to disclose that you have a disability is completely voluntary. If you choose to disclose that you have a disability in order to explain your tenancy history, this information will be kept completely confidential and used only in respect to mitigating circumstances or reasonable accommodation.

TO REFERENCE SOURCE: I am applying for housing authorize the release of all non-optional information requested below. I understand signing this release is voluntary and the information is to be used only for purposes of housing and will be kept in a confidential file.

Signature of applicant/guardian:
_____ Date: _____

OPTIONAL: I request that you answer the optional questions.

Signature of applicant/guardian:
_____ Date: _____

Are you sufficiently acquainted with the above applicant to respond to the questions below?

_____

* DOES NOT INCLUDE A MEDICAL FACILITY

1. Please check type of facility in which the above applicant lived.
Apartment [ ] House [ ] Rooming House [ ] Shelter [ ]
Other (Please Explain) _____

2. For what period within the past 5 years did applicant live at this address?

3.

From: _____ To: _____

4. While living in your facility, did the applicant, family members or guests fail to abide by house rules and regulations? If yes, please explain.

_____
_____
_____
_____

Optional Question: If yes, do you have any reason to believe that the above behavior is not likely to recur? Please explain.

_____
_____
_____

4. Did the applicant, family members, or guests interfere with the rights of other persons' comfort, safety, privacy, security or peaceful enjoyment within the last 5 years (threaten, assault, exhibit public sexual behavior, or behave in an unduly loud and disruptive manner, etc.)? If yes, please explain.

_____
_____
_____

Optional Question: If yes, do you have any reason to believe that the above behavior is not likely to recur? Please explain.

_____
_____
_____

5. Has the applicant demonstrated that s/he would be willing and able to pay rent and meet other financial obligations in a timely manner? If not, please explain.

_____
_____
_____
_____

Is any money still owed?

_____

_____

Optional Question: If yes, do you have any reason to believe that the above behavior is not likely to recur? Please explain._____

_____

Optional Question: If yes, do you have any reason to believe that the above behavior is not likely to recur? Please explain.

_____

_____

6. Did the applicant, family members or guests damage any property? If yes, please explain. _____

_____

_____

_____

Was any damage paid for? _____

Optional Question: If yes, do you have any reason to believe that the above behavior is not likely to recur? Please explain._____

_____

7. Did applicant take proper care of space/property assigned to him/her? If no, please explain.

_____

_____

_____

Optional Question: If yes, do you have any reason to believe that the above behavior is not likely to recur? Please explain._____

_____

8. To your knowledge, have the applicant, family members or guests engaged in any illegal drug or paraphernalia possession or distribution? If yes, please explain, including the source of your knowledge.

_____

_____

_____

9. To your knowledge, have the applicant, family members or guests engaged in any other housing-related illegal activities? If yes, please explain, including the source of your knowledge.

_____

_____

_____

Optional Question: If yes, do you have any reason to believe that the above behavior is not likely to recur? Please explain._____

_____

10. To your knowledge, have the applicant, family members or guests engaged in careless smoking, cooking or other behavior which could endanger him/her or others? If yes, please explain.

_____

_____

Optional Question: If yes, do you have any reason to believe that the above behavior is not likely to recur? Please explain._____

_____

11. To your knowledge, is there any reason to believe that applicant, family members or guests would not abide by the conditions of tenancy in a multi-family housing development? If yes, please explain.

_____

_____

_____

Optional Question: If yes, do you have any reason to believe that the above behavior is not likely to recur? Please explain._____

_____

SIGNED: _____ PHONE: _____

TITLE: _____ DATE: _____

ADDRESS: _____

_____

TRADITIONAL HOUSING REFERENCE

TO: _____ RE: (List all persons who will be on lease)

_____
_____
_____
_____
_____
_____

PLEASE RETURN TO: _____
_____
_____

TO APPLICANT: In order to be accepted, an applicant must have a good tenancy record – for paying rent, maintaining the apartment, not interfering with neighbors, no housing-related criminal activities, including current illegal drug abuse, and cooperation in supplying income and other verification necessary to establish that his or her history otherwise suggests that they are willing and able to comply with the lease. An applicant with a past tenancy related to a disability may provide information regarding "mitigating circumstances" (an explanation of what happened and reasons why it is not likely to happen again) or may ask for a "reasonable accommodation" (something a landlord can do to enable the tenant to meet the lease requirements or something a service agency or someone else will do to enable the tenant to meet the lease requirements or something a service agency or someone else will do to enable you to meet lease requirements). You can choose to explain any problem and ask for a reasonable accommodation now or you may do it later if the tenancy history is leading to or does result in a rejection. Disclosing you have a disability is completely voluntary. If you choose to disclose that you have a disability in order to explain your tenancy history, this information will be kept completely confidential and used only in respect to mitigating circumstances or reasonable accommodation.

TO REFERENCE SOURCE: I am applying for housing and authorize the release of the information requested below. I understand signing this release is voluntary and that the information is to be used only for purposes of housing and will be kept in a confidential file.

Signature of applicant/guardian: _____
Date: _____

1. Please check type of facility in which the above applicant lived.

Apartment [ ] House [ ] Rooming House [ ] Shelter [ ]
Other (Please Explain) _____

2. For what period within the past 5 years did applicant live at this address?
From: _____ To: _____

3. While living in your facility, did the applicant, family members or guests fail to abide by house rules and regulations? If yes, please explain.

_____
_____
_____
_____

Optional Question: If yes, do you have any reason to believe that the above behavior is not likely to recur? Please explain.

_____
_____
_____

4. Did the applicant, family members, or guests interfere with the rights of other persons' comfort, safety, privacy, security or peaceful enjoyment within the last 5 years (threaten, assault, exhibit public sexual behavior, or behave in an unduly loud and disruptive manner, etc.)? If yes, please explain.

_____
_____
_____
_____

5. Did the applicant pay rent and meet other financial obligations in a timely manner? If not, please explain.

_____
_____
_____
_____

Is any money still owed?

_____
_____

6. Did the applicant, family members or guests damage any property? If yes, please explain. _____

_____

_____

_____

Was any damage paid for? _____

7. Did applicant take proper care of space/property assigned to him/her? If no, please explain.

_____

_____

_____

8. To your knowledge, have the applicant, family members or guests engaged in any illegal drug or paraphernalia possession or distribution? If yes, please explain, including the source of your knowledge.

_____

_____

_____

9. To your knowledge, have the applicant, family members or guests engaged in any other housing-related illegal activities? If yes, please explain, including the source of your knowledge.

_____

_____

_____

Optional Question: If yes, do you have any reason to believe that the above behavior is not likely to recur? Please explain._____

_____

10. To your knowledge, have the applicant, family members or guests engaged in careless smoking, cooking or other behavior which could endanger him/her or others? If yes, please explain.

_____

_____

Optional Question: If yes, do you have any reason to believe that the above behavior is not likely to recur? Please explain._____

_____

11. To your knowledge, is there any reason to believe that applicant, family members or guests would not abide by the conditions of tenancy in a multi-family housing development? If yes, please explain.

_____

_____

_____

Optional Question: If yes, do you have any reason to believe that the above behavior is not likely to recur? Please explain._____

_____

SIGNED: _____ PHONE: _____

TITLE: _____ DATE: _____

ADDRESS: _____

_____

_____

NOTICE OF RIGHT TO REASONABLE ACCOMMODATION

If you have a disability and as a result of your disability you need…

- a change in the rules or policies or how we do things that would give you an equal chance to live here and use the facilities or take part in programs on site,

- a change or repair in your apartment or a special type of apartment that would give you an equal chance to live here and use the facilities or take part in programs on site,

- a change or repair to some other part of the housing site that would give you an equal chance for your to live here and use the facilities or take part in programs on site,

- a change in the way we communicate with you or give you information

You may ask for this kind of change, which is called a REASONABLE ACCOMMODATION

If you can show that you have a disability and if your request is reasonable (*does not pose "an undue financial or administrative burden"), we will try to make the changes you request.

We will give you an answer within 30 days of our receiving any necessary verification unless there is a problem getting the information we need or unless you agree to a longer time. We will let you know if we need more information or verification from your or if we would like to talk to you about other ways to meet your needs.

If we turn down your request, we will explain the reasons and you can give us more information if you think that will help.

If you need help filling out a REASONABLE ACCOMMODATION REQUEST FORM or if you want to give us your request in some other way, we will help you.

You can get a REASONABLE ACCOMMODATION REQUEST FORM at this office.

NOTE: All information you provide will be kept confidential and be used only to help you have an equal opportunity to enjoy your housing and the common areas.

- In simple language this legal phrase means if it is not too expensive and too difficult to arrange

REQUEST FOR A REASONABLE ACCOMMODATION

Name: _____ Phone: _____
Address:

_____

_____

1. The following member of my household has a disability as defined below: (A physical or mental impairment that substantially limits one or more major life activities; a record of having such an impairment; or being regarded as having such an impairment.)

   Name: _____

   2. As a result of his/her disability, the following change or changes is/are requested so that (the person listed) can live here as easily or successfully as the other residents. Check the kind of change(s) you need.

   [ ] A change in my apartment or other part of the housing complex.

   [ ] A change in the following rule, policy or procedure. (Note: You may ask for changes in how you meet the terms of the lease, but everyone must continue to meet the terms of the lease.)

   3. I need this reasonable accommodation so that I can:

   _____

   _____

   4. You may verify that I have a disability and my need for this request by contacting:

   Name: _____
   Address: _____
   Phone: _____

5. If you asked for a change to your apartment or to the housing complex, please use this space to list any company or organization that might help us locate or build anything special that you need. (If you don't know of any, we will try to get this information ourselves.)

I give you permission to contact the above individual for purposes of verifying that I or a family member has a disability and needs the reasonable accommodation requested above. I understand that the information you obtain will be kept completely confidential and used solely to determine if you will provide an accommodation.

Signed _____ Date: _____

SAMPLE: LETTER TO A TENANT FOR A MEETING ABOUT REASONABLE ACCOMMODATION

Dear _____,

We have received your request for a reasonable accommodation. It would help us make our decision if we could meet with you. You may bring someone to help you to the meeting.

We would like to meet on (date, time, place). If you cannot come at that time, please call us at _____ to arrange another time.

At this meeting, we will talk about (describe issue simply and clearly including specific questions, if any). [See example below].

Please come ready to talk about the changes you requested. Please bring copies of any information you think might help us understand what you need.

We look forward to meeting with you. Thank you.

EXAMPLE:

At the meeting we would like to discuss the assistive listening device you want us to put in the community room. We would like to learn more about the system you need and whether this is the only alternative that will work for you. Since the changes you asked for cost over $4,000 and may be too expensive, we would like to talk about other possible ways to effectively meet your needs.

SAMPLE: REQUEST TO TENANT FOR MORE INFORMATION OR VERIFICATION RE: A REASONABLE ACCOMMODATION REQUEST

Dear _____,

We have received your request for a reasonable accommodation. We need to know more about [issue, in clear and simple language] before we can decide.

We need to know because [reason, in clear and simple language].

Some ways you could give us more information are [acceptable means of verification]. If these ways are a problem for you, there may be some other ways to provide the information we need. We will be happy to talk to you about other ideas you may have.

We will not make a decision until we have this new information.

If you think that you have already given us this information or if you think we should not ask for this kind of information, please call us at _____. Please call if you have any other questions. Thank you.

Examples of issues and why a housing provider needs to know more.

- Issue: Please explain why you need a washer in your apartment when the laundry room is accessible.
  Reason: We need to provide a washer in the apartment only if you can't do laundry without it.

- Issue: Usually tenants just drop off rent checks without discussion. Explain why you need a sign language interpreter when you do this.
  Reason: We will provide communication assistance if you show it is necessary because there is something important you have to communicate each time.

- Issue: You asked for an audio loop in the community room. Could you tell us where to buy them and the model number and cost of what you need, if you know it?
  Reason: We need to know exactly what you need and we would like to find the least expensive equipment that will effectively meet your needs.

SAMPLE: DENIAL OF REQUEST FOR REASONABLE ACCOMMODATION

Dear _____,

You requested the following change or reasonable accommodation: [describe request]/ We have denied your request because:

[ ] You do not meet the definition of a person with a handicap/disability and we are not required to provide a reasonable accommodation.

[ ] We think the accommodation you requested is not reasonable because:

[ ] You do not need this accommodation in order to enjoy or participate equally in our housing.

[ ] It will cost too much money and/or is more work than our staff can do (an undue financial and/or administrative burden).

[ ] It will change the fundamental nature of our program.

We decided this because [give facts in clear, simple language].

To make this decision we [list documents or records reviewed, people spoken with, and other aspects of investigative process].

If you disagree with this decision, you may request an informal meeting by calling this office at _____ or requesting in writing within 5 business days of your receipt of this letter.

Example: Why a request might be unreasonable.
We cannot walk your dog for you. Although your disability requires you to have a dog, you will have to care for the dog because it is not reasonable to expect a landlord to do this for you.

You asked us to ban children from playing in the courtyard because the noise upsets you. We can't do this because the playground equipment is in the courtyard and the children need a place to play.

Example: Description of facts.
You said you walked to work each day. This is a half mile. It is only a block to the rental office. Since this is shorter, we think you can bring your rent check to the office.

Example: What verification source said.
You asked us to call your physical therapist (name) to verify that you are being treated for an injury that prevents you from walking to the office. However, she said you can walk one block now and that soon you would have no limitations. You then told us that you can walk to the office, but that it is a "bother."

Example: Unlikely to be effective.
You asked us to let you have time to try a new medication, which will keep you from disturbing your neighbors by banging on the wall. However, you did not keep your last agreement to take medication.

SAMPLE: REASONABLE ACCOMMODATION APPROVAL NOTICE

Dear _____,

We have approved your request for the following change or reasonable accommodation: [description].

[ ] We can provide this accommodation by _____ (date).

[ ] To make the change you requested, we must have bids and then arrange installation so we cannot make the change immediately. We will let you know the date as soon as we have that information.

[ ] Other reason for delay.

Please call us at _____ if you have any questions.

If you think this accommodation will not meet your needs or will take too long to provide, you may request an informal meeting by calling this office at _____ or requesting in writing within 5 business days of your receipt of this letter.

LETTER TO VERIFICATION SOURCE FOR A REASONABLE ACCOMMODATION REQUEST

Dear _____,

Enclosed is a form signed by _____ asking you to verify his or her disability and need for a reasonable accommodation in his or her housing.

State and federal laws require housing providers to make reasonable accommodations or changes to either the apartment, other parts of the housing complex, or to house rules, policies and procedures (not essential terms of the lease) if such changes are necessary to enable a person with a disability to have equal access to, and enjoyment of, the apartment, and other facilities or programs at the site. Please note that such changes must be necessary as a result of the person's disability.

The applicant or tenant in question has requested the accommodation described on the enclosed form. Please indicate on that form whether the individual has a disability within the definition provided and the accommodation is necessary and will achieve its stated purpose. You may also add any other information that would be helpful in making the right accommodation for this person. If part of the applicant/tenant's reasonable accommodation plan includes services to be provided by your organization, please indicate whether your organization will provide those services.

This form should <u>not</u> be used to discuss the person's diagnosis or any other information that is not <u>directly relevant</u> to the request for an accommodation.

Please note that the applicant/tenant has signed the form requesting you to answer the questions. You can call _____ at _____ if you have any questions. Thank you.

Please return the form to:

CERTIFICATION OF NEED FOR REASONABLE ACCOMMODATION
OR SPECIAL UNIT

Tenant or Applicant Name:

_____

Address:_____

_____

Phone:_____

I have applied for housing and request that you fill out the following certification.

Signed: _____ Date: _____

PLEASE RETURN TO:

---

1. In my opinion, the Applicant or Tenant has a disability as defined below.

[ ] YES [ ] NO

A) A physical or mental impairment that substantially limits one or more major life activities.
B) A record of having such an impairment.
C) Being regarded as having such an impairment.

---

2. In my opinion, the Applicant's or Tenant's disability requires that a wheelchair accessible unit be made available to the Applicant or Tenant.

[ ] YES [ ] NO

3. In my opinion, the Applicant's or Tenant's disability requires that other physical modifications to the unit or common area or reasonable accommodations to the rules and policies of the housing development be made in order for the Applicant or Tenant to have equal opportunity to live successfully in this housing.

[ ] YES [ ] NO

On the next page, please describe the special housing features, types of physical adaptations, or accommodations in rules or policies which are needed, or verify that the enclosed description of needed

changes; requested by the Applicant or Tenant, are necessary for equal enjoyment of the housing opportunity as a result of his/her disability.

[ ] The following change to the apartment or common area or to policies and procedures is necessary as a direct result of the Applicant/Tenant's disability for the Applicant or Tenant to have an equal housing opportunity.

_____

_____

_____

_____

OR

[ ] I do not believe the applicant/tenant needs a change to the apartment or common area or to policies and procedures as a result of his/her disability to have an equal housing opportunity.

OR

[ ] I verify that the enclosed request for changes to the unit or common area or to policies and procedures is necessary for the above named person, as a result of his/her disability to have equal housing opportunity. Please initial request above.

[ ] I cannot verify that the enclosed request is necessary for changes to the unit or common area or to policies and procedures for the above named person, as a result of his/her disability to have equal housing opportunity. Please initial request above.

Please indicate, if known, where any specialized equipment may be obtained.

_____

_____

_____

Date: _____

Signature_____

Title of Physician or Professional _____

Address _____

Phone _____

If you have any questions about filling out this form, please call:

_____

SAMPLE: REQUEST FOR CONSIDERATION OF MITIGATING CIRCUMSTANCES

Applicant/Tenant Name: _____ Phone: _____

Address: _____ City: _____ Zip: _____

I have a disability. I request that you consider the following reasons why the problems that caused you to reject my application or send me a lease violation or eviction notice are a result of my disability and why they are not likely to happen again. These are the mitigating circumstances.

1. I think the problem happened as a result of my disability. This why my disability resulted in the problem.

_____
_____
_____
_____
_____

2. I think the problem is not likely to happen again because:

[ ] The things described below have changed in my life. (Please describe.)

_____
_____
_____
_____
_____

OR

[ ] A housing provider giving me a reasonable accommodation is likely to solve the problem. (Please describe or attach a REASONABLE ACCOMMODATION REQUEST form.)

_____
_____
_____
_____
_____

3. You can verify that the problem for which I would be rejected or evicted from housing was as a result of my disability by contacting:

Name: _____ Phone: _____

Address: _____

_____

4. You can verify reasons that I think the problem isn't likely to happen again and that I will be likely to continue doing what I need to do to avoid these problems by contacting:

Name: _____ Phone: _____

Address: _____

_____

5. You can verify that the reasonable accommodation request I made is necessary for me because of my disability and likely to solve the problem by contacting:

Name: _____ Phone: _____

Address: _____

_____

SAMPLE: MITIGATING CIRCUMSTANCES VERIFICATION

Dear _____,

Enclosed is a form signed by _____
explaining that s/he:

[ ] should not be rejected from housing on the basis of

_____
_____
_____
_____
_____

in his/her previous living situation;

OR

[ ] should not be evicted from housing for

_____
_____
_____
_____
_____

Usually a person with this kind of tenancy problem is not accepted for housing or faces a possible eviction; however, state and federal law require that a person with a disability be given an opportunity to show that: 1) the problem was a result of the disability, and either 2) something has happened since then that would make the problem unlikely to recur, or that as a result a reasonable accommodation (change in the apartment, building complex, rules or procedures – but not essential lease provisions) the former problem would be unlikely to recur.

Please fill out the enclosed form so that we can verify whether the problem was a direct result of the applicant/tenant's disability and whether the applicant/tenant's explanation as to why the problem is unlikely to recur is convincing.

Please call me at _____ if you have any questions.

PLEASE RETURN THE ATTACHED FORM TO:

Thank you.

I verify the following:

1. [ ] that (name of person)'s tenancy problem, (state problem) was a result of his/her disability.

2. [ ] that the problem is not likely to happen again because something has changed.

a. [ ] If you place a check here, please describe below your reasoning.

_____
_____
_____
_____
_____
_____

3. [ ] that the problem described above is not likely to recur if (name of person) is provided (list reasonable accommodation).

a. [ ] If you place a check here, please describe below your reasoning.

_____
_____
_____
_____
_____
_____

Date: _____

Signature: _____

Title: _____

Address: _____

Phone: _____

ACCESSIBLE UNITS POLICY

In the event that an accessible unit becomes available, preference will be given to a current tenant in the building who requires, and has requested, a unit with the design features of the unit available.

In the event no tenant is available for transfer, the "next" applicant on the waiting list that would require, and has requested, a unit with the design features offered in an accessible unit would be contacted.

In the case of an available accessible unit when no qualified applicant has applied:

> The development will market to individuals with disabilities (using the development's fair marketing plan) before filling an accessible unit with someone who doesn't need its features. If after marketing, there is no applicant who needs the accessible features, then the unit will be offered to the next qualified applicant on the waiting list. This applicant will be required to complete a lease addendum form, whereby they agree to transfer to a comparable non-accessible unit within the development should a tenant or applicant need an accessible unit.
>
> If, after occupying the accessible unit, the tenant's physical condition changes and the tenant would now benefit from continued occupancy in the accessible unit, this addendum form would be waived and no longer be required.
>
> Failure to accept or move to the offered unit shall be deemed material non-compliance with the Occupancy Agreement and be cause for termination of the Agreement.

LEASE ADDENDUM

Resident acknowledges that the unit now occupied by Resident was specifically designed and adapted for occupancy for persons with physical disabilities needing accessible units. Resident further acknowledges that Resident does not need an accessible unit and that The Management Agent retains the right to allocate accessible units to those who have the greatest needs for such units. Resident agrees that should another existing resident, or applicant, need an accessible unit that resident, will upon thirty (30) days written notice from The Management Agent, move to a different dwelling unit of comparable size and rent. Failure to accept or move to the offered unit shall be deemed material non-compliance with the Occupancy Agreement and be cause for termination of the Agreement.

_____

Resident

_____

The Management Agent

EXHIBIT B

ACCEPTABLE VERIFICATIONS

Exhibit B
Acceptable Forms of Verification

Factor to be Verified	Acceptable Sources				Verification Tips
	Third Party		Documents Provided by Applicant	Self-Declaration	
	Written	Oral			
• Age.	• None required.	• None required.	• Birth Certificate • Baptismal Certificate • Military Discharge papers • Valid passport • Census document showing age • Naturalization certificate • Social Security Administration Benefits printout		
• Alimony or child support.	• Copy of separation or divorce agreement provided by ex-spouse or court indicating type of support, amount, and payment schedule. • Written statement provided by ex-spouse or income source indicating all of above. • If applicable, written statement from court/attorney that payments are not being received and anticipated date of resumption of payments.	• Telephone or in-person contact with ex-spouse or income source documented in file by the owner.	• Copy of most recent check, recording date, amount, and check number. • Recent original letters from the court.	• Notarized statement or affidavit signed by applicant indicating amount received. • If applicable, notarized statement or affidavit from applicant indicating that payments are not being received and describing efforts to collect amounts due.	• Amounts awarded but not received can be excluded from annual income only when applicants have made reasonable efforts to collect amounts due, including filing with courts or agencies responsible for enforcing payments.

Exhibit B
Acceptable Forms of Verification

Factor to be Verified	Acceptable Sources				Verification Tips
	Third Party		Documents Provided by Applicant	Self-Declaration	
	Written	Oral			
• Assets disposed of for less than fair market value.	• None required.	• None required.	• None required.	• Certification signed by applicant that no member of family has disposed of assets for less than fair market value during preceding two years. • If applicable, certification signed by the owner of the asset disposed of that shows: - Type of assets disposed of; - Date disposed of; - Amount received; and - Market value of asset at the time of disposition.	• Only count assets disposed of within a two-year period prior to examination or re-examination.
• Auxiliary apparatus.	• Written verification from source of costs and purpose of apparatus. • Written certification from doctor or rehabilitation agency that use of apparatus is necessary to employment of any family member. • In case where the disabled person is employed, statement from employer that apparatus is necessary for employment.	• Telephone or in-person contact with these sources documented in file by the owner.	• Copies of receipts or evidence of periodic payments for apparatus.		• The owner must determine if expense is to be considered medical or disability assistance.

Exhibit B
Acceptable Forms of Verification

Factor to be Verified	Acceptable Sources				Verification Tips
	Third Party		Documents Provided by Applicant	Self-Declaration	
	Written	Oral			
• Care attendant for disabled family members.	• Written verification from attendant stating amount received, frequency of payments, hours of care. • Written certification from doctor or rehabilitation agency that care is necessary to employment of family member.	• Telephone or in-person contact with source documented in file by the owner.	• Copies of receipts or cancelled checks indicating payment amount and frequency.	• Notarized statement or signed affidavit attesting to amounts paid.	• The owner must determine if this expense is to be considered medical or disability assistance.
• Child care expenses (including verification that a family member who has been relieved of child care is working, attending school, or looking for employment).	• Written verification from person who provides care indicating amount of payment, hours of care, names of children, frequency of payment, and whether or not care is necessary to employment or education. • Verification of employment as required under Employment Income. • Verification of student status (full or part-time) as required under Full-Time Student Status.	• Telephone or in-person contact with these sources (child care provider, employer, school) documented in file by the owner.	• Copies of receipts or cancelled checks indicating payments. • For school attendance, school records, such as paid fee statements that show that the time and duration of school attendance reasonably corresponds to the period of child care.	• For verification of "looking for work," details of job search effort as required by owner's written policy.	• Allowance provided only for care of children 12 and younger. • When same care provider takes care of children and disabled person, the owner must prorate expenses accordingly. • Owners should keep in mind that costs may be higher in summer months and during holiday periods. • The owner must determine which family member has been enabled to work. • Care for employment and education must be prorated to compare to earnings. • Costs must be "reasonable."

Exhibit B
Acceptable Forms of Verification

Factor to be Verified	Acceptable Sources				Verification Tips
	Third Party		Documents Provided by Applicant	Self-Declaration	
	Written	Oral			
• Citizenship				• Citizens must sign declaration certifying U.S. Citizenship.	• Owners may require applicants/residents to provide verification of citizenship.
• Current net family assets.	• Verification forms, letters or documents received from financial institutions, stock brokers, real estate agents, employers indicating the current value of the assets and penalties or reasonable costs to be incurred in order to convert non-liquid assets into cash.	• Telephone or in-person contact with appropriate source, documented in file by the owner.	• Passbooks, checking, or savings account statements, certificates of deposit, property appraisals, stock or bond documents, or other financial statements completed by financial institution. • Copies of real estate tax statements, if tax authority uses approximate market value. • Quotes from attorneys, stockbrokers, bankers, and real estate agents that verify penalties and reasonable costs incurred to convert asset to cash. • Copies of real estate closing documents that indicate distribution of sales proceeds and settlement costs.	• Notarized statement or signed affidavit stating cash value of assets or verifying cash held at applicant's home or in safe deposit box.	• Use current balance in savings accounts and average monthly balance in checking accounts for last 6 months. • Use cash value of all assets (the net amount the applicant would receive if the asset were converted to cash). • **NOTE:** This information can usually be obtained simultaneously when verifying income from assets and employment (e.g., value of pension).

Exhibit B
Acceptable Forms of Verification

Factor to be Verified	Acceptable Sources				Verification Tips
	Third Party		Documents Provided by Applicant	Self-Declaration	
	Written	Oral			
• Disability status.	• Verification from medical professional stating that individual qualifies under the definition of disability.	• Telephone or in-person contact with medical professional verifying qualification under the federal disability definition and documentation in the file of the conversation.		• Not appropriate.	• If a person receives Social Security Disability solely due to a drug or alcohol problem, the person is not considered disabled under housing law. A person that does not receive Social Security Disability may still qualify under the definition of a person with disabilities. • Owners must not seek to verify information about a person's specific disability other than obtaining a professional's opinion of qualification under the definition of a person with disabilities.
• Dividend income and savings account interest income.	• Verification form completed by bank.	• Telephone or in-person contact with appropriate party, documented in file by the owner.	• Copies of current statements, bank passbooks, certificates of deposit, if they show required information (i.e., current rate of interest). • Copies of Form 1099 from the financial institution, and verification of projected income for the next 12 months. • Broker's quarterly statements showing value of stocks/bonds and earnings credited to the applicant.	• Not appropriate.	• The owner must obtain enough information to accurately project income over next 12 months. • Verify interest rate as well as asset value.

Exhibit B
Acceptable Forms of Verification

Factor to be Verified	Acceptable Sources: Third Party: Written	Acceptable Sources: Third Party: Oral	Acceptable Sources: Documents Provided by Applicant	Acceptable Sources: Self-Declaration	Verification Tips
• Employment Income including tips, gratuities, overtime.	• Verification form completed by employer.	• Telephone or in-person contact with employer, specifying amount to be paid per pay period and length of pay period. Document in file by the owner.	• W-2 Forms, if applicant has had same employer for at least two years and increases can be accurately projected. • Paycheck stubs or earning statements.	• Notarized statements or affidavits signed by applicant that describe amount and source of income.	• Always verify: frequency of gross pay (i.e., hourly, biweekly, monthly, bimonthly); anticipated increases in pay and effective dates; overtime. • Require most recent 6-8 consecutive pay stubs; do not use check without stub. • For a fee, additional information can be obtained from The Work Number 800-996-7556; First American Registry 800-999-0350; and Verifax 800-969-5100. Fees are valid project expenses. Information does not replace third-party verification.
• Family composition.	• None required.	• None required.	• Birth certificates • Divorce actions • Drivers' licenses • Employer records • Income tax returns • Marriage certificates • School records • Social Security Administration records • Social service agency records • Support payment records • Utility bills • Veterans Administration (VA) records		• An owner may seek verification only if the owner has clear written policy.

Exhibit B
Acceptable Forms of Verification

Factor to be Verified	Acceptable Sources: Third Party – Written	Acceptable Sources: Third Party – Oral	Acceptable Sources: Documents Provided by Applicant	Acceptable Sources: Self-Declaration	Verification Tips
• Family type. (Information verified only to determine eligibility for project, preferences, and allowances.)	• Disability Status: statement from physician or other reliable source, if benefits documenting status are not received. See paragraph 3.25 B.1 for restrictions on this form of verification. • Displacement Status: Written statement or certificate of displacement by the appropriate governmental authority.	• Telephone or in-person contact with source documented in file by the owner.	• Elderly Status (when there is reasonable doubt that applicant is at least 62): birth certificate, baptismal certificate, social security records, driver's license, census record, official record of birth or other authoritative document or receipt of SSI old age benefits or SS benefits. • Disabled, blind: evidence of receipt of SSI or Disability benefits.	• Elderly Status: Applicant's signature on application is generally sufficient.	• Unless the applicant receives income or benefits for which elderly or disabled status is a requirement, such status must be verified. • Status of disabled family members must be verified for entitlement to $480 dependent deduction and disability assistance allowance. • Owner may not ask the nature/extent of disability.
• Full-time student status (of family member 18 or older, excluding head, spouse, or foster children).	• Verification from the Admissions or Registrar's Office or dean, counselor, advisor, etc., or from VA Office.	• Telephone or in-person contact with these sources documented in file by the owner.	• School records, such as paid fee statements that show a sufficient number of credits to be considered a full-time student by the educational institution attended.		

• Immigration Status.	• Verification of eligible immigration status must be received from DHS through the DHS SAVE system or through secondary verification using DHS Form G-845.	• None.	• Applicant/resident must provide appropriate immigration documents to initiate verification.	• Non-citizens must sign declaration certifying the following:
				  • Eligible immigration status; or
				  • Decision not to claim eligible status.
					• Owners must require non-citizens requesting assistance to provide verification of eligible immigration status.

Exhibit B
Acceptable Forms of Verification

Factor to be Verified	Acceptable Sources: Third Party – Written	Acceptable Sources: Third Party – Oral	Acceptable Sources: Documents Provided by Applicant	Acceptable Sources: Self-Declaration	Verification Tips
• Income maintenance payments, benefits, income other than wages (i.e., welfare, Social Security [SS], Supplemental Security Income [SSI], Disability Income, Pensions).	• Award or benefit notification letters prepared and signed by authorizing agency. • TRACS or REAC may provide verification for social security.	• Telephone or in-person contact with income source, documented in file by the owner. • **NOTE:** For all oral verification, file documentation must include facts, time and date of contact, and name and title of third party.	• Current or recent check stubs with date, amount, and check number recorded by the owner. • Award letters or computer printout from court or public agency. • Copies of validated bank deposit slips, with identification by bank. • Most recent quarterly pension account statement.		• Checks or automatic bank deposit slips may not provide gross amounts of benefits if applicant has deductions made for Medicare Insurance. • Pay stubs for the most recent four to six weeks should be obtained. • Copying of U.S. Treasury checks is not permitted. • Award letters/printouts from court or public agency may be out of date; telephone verification of letter/printout is recommended.
• Interest from sale of real property (e.g., contract for deed, installment sales contract, etc.)	• Verification form completed by an accountant, attorney, real estate broker, the buyer, or a financial institution which has copies of the amortization schedule from which interest income for the next 12 months can be obtained.	• Telephone or in-person contact with appropriate party, documented in file by the owner.	• Copy of the contract. • Copy of the amortization schedule, with sufficient information for the owner to determine the amount of interest to be earned during the next 12 months. • **NOTE:** Copy of a check paid by the buyer to the applicant is not acceptable.		• Only the interest income is counted; the balance of the payment applied to the principal is merely a liquidation of the asset. • The owner must get enough information to compute the actual interest income for the next 12 months.

Exhibit B
Acceptable Forms of Verification

Factor to be Verified	Acceptable Sources				Verification Tips
	Third Party		Documents Provided by Applicant	Self-Declaration	
	Written	Oral			
• Medical expenses.	• Verification by a doctor, hospital or clinic, dentist, pharmacist, etc., of estimated medical costs to be incurred or regular payments expected to be made on outstanding bills which are not covered by insurance.	• Telephone or in-person contact with these sources, documented in file by the owner.	• Copies of cancelled checks that verify payments on outstanding medical bills that will continue for all or part of the next 12 months. • Copies of income tax forms (Schedule A, IRS Form 1040) that itemize medical expenses, when the expenses are not expected to change over the next 12 months. • Receipts, cancelled checks, pay stubs, which indicate health insurance premium costs, or payments to a resident attendant. • Receipts or ticket stubs that verify transportation expenses directly related to medical expenses.	• Notarized statement or signed affidavit of transportation expenses directly related to medical treatment, if there is no other source of verification.	• Medical expenses are not allowable as deduction unless applicant is an elderly or disabled family. Status must be verified.
• Need for an assistive animal.	• Letter from medical provider.				• If the owner's policy is to verify this need, owner must implement policy consistently.

Exhibit B
Acceptable Forms of Verification

Factor to be Verified	Acceptable Sources				Verification Tips
	Third Party		Documents Provided by Applicant	Self-Declaration	
	Written	Oral			
• Net Income for a business.	• Not applicable.	• Not applicable.	• Form 1040 with Schedule C, E, or F. • Financial Statement(s) of the business (audited or unaudited) including an accountant's calculation of straight-line depreciation expense if accelerated depreciation was used on the tax return or financial statement. • Any loan application listing income derived from business during the preceding 12 months. • For rental property, copies of recent rent checks, lease and receipts for expenses, or IRS Schedule E.		
• Recurring contributions and gifts.	• Notarized statement or affidavit signed by the person providing the assistance giving the purpose, dates, and value of gifts.	• Telephone or in-person contact with source documented in file by the owner.	• Not applicable.	• Notarized statement or affidavit signed by applicant stating purpose, dates, and value of gifts.	• Sporadic contributions and gifts are not counted as income.
• Self-employment, tips, gratuities, etc.	None available.	None available.	• Form 1040/1040A showing amount earned and employment period.	• Notarized statement or affidavit signed by applicant showing amount earned and pay period.	

Exhibit B
Acceptable Forms of Verification

Factor to be Verified	Acceptable Sources				Verification Tips
	Third Party		Documents Provided by Applicant	Self-Declaration	
	Written	Oral			
• Social security number.	• None required.	• None required.	• Original Social Security card • Driver's license with SSN • Identification card issued by a federal, State, or local agency, a medical insurance provider, or an employer or trade union. • Earnings statements on payroll stubs • Bank statement • Form 1099 • Benefit award letter • Retirement benefit letter • Life insurance policy • Court records	• Certification that document is complete/accurate unless original Social Security card is provided.	• Individuals who have applied for legalization under the Immigration Reform and Control Act of 1986 will be able to disclose their social security numbers but unable to supply cards for documentation. Social security numbers are assigned to these persons when they apply for amnesty. The cards go to DHS until the persons are granted temporary lawful resident status. Until that time, their acceptable documentation is a letter from the DHS indicating that social security numbers have been assigned.
• Unborn children.	• None required.	• None required.	• None required.	• Applicant/tenant self-certifies to pregnancy.	• Owner may not verify further than self-certification.
• Unemployment compensation.	• Verification form completed by source.	• Telephone or in-person contact with agency documented in a file by an owner.	• Copies of checks or records from agency provided by applicant stating payment amounts and dates. • Benefit notification letter signed by authorizing agency.		• Frequency of payments and expected length of benefit term must be verified. • Income not expected to last full 12 months must be calculated based on 12 months and interim recertification completed when benefits stop.

Exhibit B
Acceptable Forms of Verification

Factor to be Verified	Acceptable Sources				Verification Tips
	Third Party		Documents Provided by Applicant	Self-Declaration	
	Written	Oral			
• Welfare payments (as-paid states only).	• Verification form completed by welfare department indicating maximum amount family may receive. • Maximum shelter schedule by household size with ratable reduction schedule.	• Telephone or in-person contact with income source, documented in file by the owner.	• Maximum shelter allowance schedule with ratable reduction schedule provided by applicant.	• Not appropriate.	• Actual welfare benefit amount not sufficient as proof of income in "as-paid" states or localities since income is defined as maximum shelter amount.
• Zero Income.	• Not applicable.	• Not applicable.	• Not applicable.	• Applicant/Tenant self-certifies to zero income.	• Owners may require applicant/tenant to sign verification release of information forms for state, local, and federal benefits programs, as well as the HUD 9887 and HUD 9887-A. • Owners may require the tenant to reverify zero income status at least every 90 days.

Rushford, Jim

From: Bates, Beverly
Sent: Thursday, September 07, 2006 12:47 PM
To: Rushford, Jim
Subject: RE: Laurel V- disclosure question for local counsel's legal opinion

I agree on EPA, I don't think we need to disclose Park Duvalle as I do not feel the adverse consequence is material.

Bev

From: Rushford, Jim
Sent: Thursday, September 07, 2006 12:41 PM
To: Bates, Beverly
Cc: Kelleher, Karen
Subject: Laurel V- disclosure question for local counsel's legal opinion

Bev- local counsel has to opine to the investor that there are no material proceedings or investigations pending against TCB which, if adversely determined, would have a material adverse effect on TCB's business. Given that this is an opinion and not just a rep from us, Karen and I are inclined to disclose the EPA investigation. There is similar language regarding I defaults under agreements and we were inclined to disclose the Park Duvalle issues given that under worst case scenario they could lead to lost business. NEF is the investor. Are you OK with this?

James F. Rushford, Esq.
The Community Builders, Inc.
95 Berkeley Street
Boston, MA 02116
T 857-221-8635
F 617-695-9483

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ADMISSIONS AND CONTINUED OCCUPANCY POLICY

CITY WEST

(September 6, 2006)

ADMISSIONS AND CONTINUED OCCUPANCY POLICY
CITY WEST
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ADMISSIONS AND CONTINUED OCCUPANCY POLICY
CITY WEST

I. Purpose and Applicability.

This Admissions and Continued Occupancy Policy (this "ACOP") describes the eligibility requirements, application screening process, waiting list procedures, tenant selection procedures, and occupancy policies for the eight mixed-income developments located in the West End of Cincinnati, Ohio known as City West (the "Development" or "City West"). City West was developed in phases (each individually known in this ACOP as a "Phase") as part of the Lincoln Court and Laurel Homes HOPE VI Revitalization Project initiated by the Cincinnati Metropolitan Housing Authority ("CMHA"). City West was developed in part with HOPE VI funds provided by CMHA and allocations of Low-Income Housing Tax Credits ("LIHTC") made by the Ohio Housing Finance Agency ("OHFA") pursuant to Section 42 of the Internal Revenue Code of 1986 ("Section 42").

Each Phase is owned by a separate owner (each an "Owner"). Admission to each Phase of City West is governed by use restrictions associated with the financing for the construction of the dwelling units. The use restrictions require separate selection preferences for each Phase based on income tiers and other factors. The ownership of each Phase and the Phase-specific preferences are described in detail in Exhibit A, attached to the ACOP. However, City West is managed as a single community by The Community Builders, Inc. (the "The Management Agent"), and there is a common waiting list for all the Phases of City West. The management office for the Development is located at:

The Community Builders
1202 Linn Street
Cincinnati, OH 45203
(513) 977-4000

City West consists of 686 residential rental dwelling units. Three hundred and sixty-six of the units at the Development (the "Public Housing Units") are subsidized with public housing Operating Funds provided to the Owners from CMHA and are rent restricted units within the meaning of Section 42. The provisions of the ACOP applicable to the Public Housing Units are adopted pursuant to the U.S. Housing Act and the implementing regulations of the U.S. Department of Housing and Urban Development ("HUD"), and the requirements of Section 42 and the implementing regulations of the Internal Revenue Service. Forty-six units (the "LIHTC Units") are rent restricted units within the meaning of Section 42 but do not receive public housing Operating Funds. The provisions of the ACOP applicable to the LIHTC Units are adopted pursuant to Section 42 and the implementing regulations of the Internal Revenue Service. Forty-four units (the "Moderate Income Units") are rent restricted as described in Exhibit A and in the ACOP, but are not rent restricted units within the meaning of Section 42 and do not receive public housing Operating Funds. The remaining 230 units at City West are operated as market rate dwelling units ("Market Rate Units").

This ACOP applies to all the units in City West including the Public Housing Units, the LIHTC Units, the Moderate Income Units, and the Market Rate Units. The ACOP is intended to promote the successful development and operation of City West as an economically and socially diverse community, ensure that there is a fair selection process for admission to the

Development, and ensure that there are fair procedures governing occupancy of City West, consistent with the requirements of HUD, CMHA and Section 42.

II. Equal Opportunity.

A. Nondiscrimination.

It is the Management Agent's policy and the policy of each Owner to comply with the provisions of all applicable federal, state or local law prohibiting discrimination in housing on the grounds of race, color, religion, sex, familial status, ancestry, disability, or national origin, including Title VI of the Civil Rights Act of 1964 and the implementing regulations at 24 CFR Part 1; Section 3 of the Housing and Community Development Act of 1968, as amended; Executive Order 11063 on Equal Opportunity in Housing and the implementing regulations at 24 CFR Part 107; Section 504 of the Rehabilitation Act of 1973 and the implementing regulations at 24 CFR Part 8; the Age Discrimination Act of 1975 and the implementing regulations at 24 CFR Part 146; the Fair Housing Act as amended and the implementing regulations at 24 CFR Parts 100, *et seq*; the Americans with Disabilities Act, and Ohio fair housing laws, Ohio Rev. Code, Chapter 4112.

The Owners and the Management Agent will not, on the basis of race, color, religion, sex, familial status, ancestry, disability, or national origin,:

1. Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs.

2. Provide housing which is different from that provided others.

3. Subject a person to segregation or disparate treatment.

4. Restrict a person's access to any benefit enjoyed by others in connection with the housing program.

5. Treat a person differently in determining eligibility or other requirements for admission.

6. Deny a person access to the same level of services.

7. Deny a person the opportunity to participate in a planning or advisory group which is an integral part of the housing program.

B. Reasonable Accommodation Policies.

To assure compliance with the Fair Housing Act, Section 504 of the Rehabilitation Act and the applicable provisions of the Americans with Disabilities Act, the Management Agent maintains a Reasonable Accommodation Policy, attached to the ACOP as Exhibit B. The Reasonable Accommodation Policy provides for reasonable modifications in rules, policies, practices and services and reasonable structural modifications when necessary to afford a qualified individual applicant or resident with disabilities an equal opportunity to use and enjoy a

dwelling and participate in the housing, programs and services available at City West. The Reasonable Accommodation Policy includes the following elements:

1. Reasonable accommodations will be made at the request of applicants and residents with disabilities to ensure the opportunity for equal access to housing, benefits and services.

2. At the time of initial application and at any recertification, a notice will be provided to each applicant or resident that describes the right to request a reasonable accommodation.

3. Application, screening, recertification and other meetings will be conducted at accessible locations.

4. Forms and other documents to be completed by applicants will be available in accessible formats. Sign language interpreters and other auxiliary aides will be provided if requested by the individual with disabilities.

5. Any applicant or resident, whether or not a person with disabilities, may be assisted by a family member, friend or advocate in interviews and meetings with the Management Agent, and in the completion of written forms. Upon request, the Management Agent will help an individual complete written forms.

6. An individual requesting a reasonable accommodation will be required to verify the existence of a disability, as defined by Section 504, and will also be required to document the reasons that an accommodation is necessary.

For purposes of the equal opportunity provisions described in Section II of the ACOP, a person with a disability includes any individual who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment

C. People with Limited English Proficiency.

The Owners and the Management Agent will take reasonable steps to ensure meaningful access to the housing and services available at the Development by people of limited English-speaking proficiency, in compliance with Title VI of the 1964 Civil Rights Act. In designing and implementing these steps, the Management Agent will take into account the following factors:

1. The number of people with limited English-speaking proficiency who are likely to come into contact with the housing and services at City West.

2. The frequency with which such people will come into contact with the Management Agent and service providers at City West.

3. The importance of the particular activity, service or interaction with an applicant or resident.

4. The resources available and the costs of taking the steps.

III. Basic Eligibility for Admission.

All applicants for admission to City West, including applicants for Public Housing Units, the LIHTC Units, the Moderate Income Units, and Market Rate Units, must meet the basic eligibility requirements of the Development described in Section III.

A. Qualification as a Family

An applicant household must consist of a family, and the head of household, spouse of the head of household or co-head of household must have the legal capacity to sign a lease. For purposes of admission, a family means:

1. Any two or more persons regularly living together who are related by blood, marriage, adoption, legal guardianship or operation of law, or share income and resources and intend to establish a principal residence together in a housing unit at the Development; or

2. A Disabled Family, defined as a household in which the sole member, head of household, spouse, or co-head of household is a person with a disability. For purposes of qualifying for admission, a person with disabilities is a person who:

   (i) has a disability, as defined in section 223 of the Social Security Act, 42 U.S.C. §423;

   (ii) is determined to have a physical, mental, or emotional impairment which (a) is expected to be of long-continued and indefinite duration, (b) substantially impedes his/her ability to live independently, and (c) is of such a nature that the ability to live independently could be improved by more suitable housing conditions;

   (iii) has a developmental disability as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act; or

3. An Elderly Family, defined as a household in which the sole member, head of household, spouse, or co-head of household is a person age 62 or older, or

4. A single person.

B. Live-In Aide.

A household may include a Live-In Aide. A Live-In Aide is a person who lives with a person age 62 or older, a person who is at least 50 years of age and is less than 62 years of age, or a person with disabilities and:

1. Is determined to be necessary to the care and well being of the person;

2. Is not obligated for the support of the person; and

3. Would not be living in the household except to provide care to the person.

To qualify for admission to the Development, a Live-In Aide must disclose his or her Social Security Number, as provided in Section III(C), must not otherwise be disqualified from admission based on criminal conduct, drug-related criminal behavior or substance abuse, as provided in Section III(D), and, except for the obligation to pay rent, must meet the suitability standards set forth in Section III(E). A Live-In Aide is considered a member of the applicant household for purposes of assigning a unit of proper bedroom size. However, a Live-In Aide is not considered a member of the family and has no rights of occupancy, including any right of occupancy as a remaining household member in the event the family leaves the unit.

C. Disclosure of Social Security Numbers.

1. The head, spouse or co-head of each applicant household must disclose Social Security Numbers ("SSN") for each household member age six or older at the time of application. If an SSN has not been assigned to a household member, the applicant must sign a certification stating that no SSN is assigned to that individual.

2. Documentation of an SSN is required for each household member with an SSN, who must disclose the SSN. Acceptable documentation is described in Exhibit C of the ACOP.

3. If an applicant discloses the SSN, but does not have the required documentation, the applicant must certify in writing that the SSN is accurate and that the required documentation is unavailable. The applicant must provide documentation of the SSN before admission to City West, but in any event, and within 60 days of the certification. If the applicant does not provide the documentation within 60 days of the certification, the application for admission will be denied and the household will be removed from the waiting list.

D. Criminal Conduct, Drug-Related Criminal Behavior and Substance Abuse.

The following individuals are not eligible for admission:

1. Applicants who are subject to a lifetime registration requirement under the state sex offender registration program of any state, including but not limited to the lifetime sex offender registration required by Ohio Rev. Code §2152.82, *et seq* and Ohio Rev. Code Chapter 2950.

2. Applicants convicted of the manufacture or production of methamphetamine on the premises of federally assisted housing.

3. Applicants who were convicted of Drug Trafficking as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. §802.

4. Applicants whose federal housing assistance was terminated at any time during the ten year period prior to admission to the Development for drug-related criminal activity, including, without limit, the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug. The Management Agent may, in its sole discretion, admit the applicant if the responsible household member is no longer engaged in drug related criminal activity and successfully completed an

approved supervised drug rehabilitation program, or if the responsible individual is no longer a member of the household.

5. An applicant engaged in current illegal use of drugs.

6. An applicant whose current use of alcohol or drugs may interfere with the health, safety or right of peaceful enjoyment of the Development by other residents, an Owners' employees, the Management Agent, the Management Agent's employees or other individuals residing in the vicinity of City West.

7. An applicant whose history shows a pattern of abuse of drugs or alcohol indicating a likelihood that the individual may interfere with the health, safety or right of peaceful enjoyment of the Development by other residents, an Owners' employees, the Management Agent, the Management Agent's employees or other individuals residing in the vicinity of City West.

8. An applicant convicted of murder, rape, or aggravated assault.

E. Suitability for Admission.

An otherwise eligible applicant is suitable for admission if the Management Agent's screening procedures indicate that:

1. The applicant is able to pay rent on a regular and timely basis;

2. The applicant will not damage the unit or the Development;

3. The applicant will not disturb, threaten or harm other residents or the employees of the owner of City West or the Management Agent, or disrupt the living environment or operation of the Development;

4. The applicant will not engage in criminal activity, including drug related criminal activity, and illegal use or abuse of drugs

5. The applicant will comply with the occupancy requirements set forth in the ACOP, the lease and the Rules and Regulations of City West.

6. The family can be housed in the Development based on family size and the occupancy standards set forth in Section X of the ACOP.

F. Working Family Requirement.

To be eligible for admission to the Development, each applicant household must qualify as a Working Family. An applicant household must establish qualification as a Working Family at the time of application, at the time of admission, and on an annual basis as a condition of continued occupancy. An applicant household qualifies as a Working Family based on one of the following criteria:

1. The head of household or co-head of Household must document that they have been continuously employed for no less than 30 hours per week for at least one year prior to admission. Applicant households may qualify as a Working Family if the head of household and co-head of household document that together they have been continuously employed for a least one year prior to admission in part-time jobs that total at least 30 hours per week.

2. The applicant household qualifies as a Working Family if the head of household and co-head of household is age 62 or older, or is a person with disabilities as defined in Section III(A)(2).

IV. Eligibility for Admission to Public Housing, LIHTC, and Moderate Income Units.

An applicant for admission to a Public Housing, LIHTC, or Moderate Income Unit must meet the basic eligibility requirements for admission set forth in Section III of the ACOP and the additional requirements set forth in Section IV. Some Phases of City West are designated for occupancy by Elderly Families, and may utilize additional eligibility requirements specific to the individual Phase. The additional eligibility requirements are described for each Phase in Exhibit A.

A. Income Eligibility.

1. Public Housing and LIHTC Units. A household applying for admission to a Public Housing Unit or LIHTC Unit must qualify as a low-income family. A low-income family is a family whose annual income is at or below 60% of Area Median Income as defined by HUD.

2. Moderate Income Units. A household applying for admission to a Moderate Income Unit must qualify as a moderate-income family. A moderate-income family is a family whose annual income is at or below 80% of Area Median Income as defined by HUD.

B. Student Households.

1. College Students. An applicant family for a Public Housing Unit in which the head or co-head of household is a college student is not eligible for admission unless the head or co-head of household is:

(i) Eighteen years of age or older.

(ii) Legally emancipated.

(iii) The student does not receive support from a parent or guardian.

(iv) The student is not claimed as a dependent on a tax return of a parent or guardian.

(v) The student has lived in a separate household from a parent or guardian for a period of at least one year.

2. Other Student Households. Applicant households for Public Housing Units and LIHTC units in which all members are full time students, including households consisting of a single person, are not eligible for admission unless:

(i) The household includes a student who is receiving benefits under the Transitional Assistance for Needy Families ("TANF") program;

(ii) The household includes a student who is enrolled in a job training program receiving assistance under the Job Partnership Training Act, or under a similar Federal, State or local law;

(iii) The household consists of a single parent with children, so long as the single parent and the children are not declared as dependents on the tax return of another individual not residing in the household; or

(iv) All students in the household consist of a married couple filing a joint tax return.

3. Financial Aid as Income. Where a household including students establishes eligibility as provided in this paragraph, that portion of any scholarship received by the student and paid for the purposes of meeting housing costs is counted as income in the determination of eligibility and amount of income based rent.

C. Citizen and Non-Citizen Eligibility in Public Housing Units.

1. General Requirements. The policies described in this Section IV(C) apply only to Public Housing Units, and not to LIHTC Units, Moderate Income Units, or Market Units. A family is eligible for admission and continued occupancy in Public Housing Unit if the family includes at least one family member who is a U.S. citizen or an eligible immigrant. Eligible immigrants are persons with an immigration status in one of the six immigrant categories specified by HUD. Eligible immigrants also include lawful, non-citizen residents of the United States and its territories who are citizens of the Freely Associated States Under the Compacts of Free Association between the United States and the governments of the Marshall Islands, the Federated States of Micronesia, and the Republic of Palau. Eligible immigration status is verified through the Department of Homeland Security ("DHS").

2. Additional Eligibility Requirements. Family eligibility is subject to the following additional requirements:

(i) Non-citizen students, and the non-citizen spouses and non-citizen children of non-citizen students are not eligible for assistance.

(ii) A family in which at least one household member has submitted the required verification of eligible immigration status is eligible for occupancy and full assistance, if the DHS verification process is not complete at the time the household is selected for admission to an available unit, or if the family appealed a determination by DHS that the documentation is invalid and the appeal process

is not complete at the time the household is selected for admission to an available unit.

3. Eligibility of Mixed Families.

(i) A family is eligible for admission, continued occupancy and assistance as long as at least one member is a citizen or eligible immigrant. Mixed families that include eligible and ineligible individuals are eligible for admission, but must pay a pro-rated rent.

(ii) Household members who choose not to claim eligible status or submit verification of eligibility are ineligible for assistance. Families that include a member who chooses not to claim eligible status are eligible for admission if at least one member of the household is a citizen or eligible non-citizen. Such households will be treated as mixed families and are eligible for payment of a pro-rated rent.

4. Temporary Deferral of Termination. Temporary deferral of termination of assistance is available to an occupant household that no longer qualifies as a citizen or eligible non-citizen family because of changes in family composition, to mixed households that do not qualify for continued assistance and choose not to receive pro-rated assistance, and to households that are admitted with full assistance pending the outcome of a Department of Homeland Security verification or appeal. Procedures for temporary deferral of termination of assistance are described in Section XIV(E) of the ACOP.

D. Occupancy by Police Officers.

To the extent provided in CMHA's annual plan, notwithstanding any provision of this Policy to the contrary, Management may allow police officers who would not otherwise be eligible for occupancy in public housing to reside in a Public Housing Unit at the Development for the purpose of increasing security for residents. Such police officers must, however, satisfy other applicable program requirements, including LIHTC income restrictions. Not more than one police officer may occupy a unit in any one Phase at City West pursuant to this Section IV(D).

E. Phase-Specific Admission Preferences.

City West is intended to be a mixed-income community. Admission to units within each Phase is therefore based upon selection preferences designed to achieve a target mix of incomes. Exhibit A describes in detail the occupancy requirements and income-based selection preferences for each Phase. The occupancy requirements and income-based selection preferences described in Exhibit A shall at all times comply with the use restrictions in effect for each individual Phase of City West.

V. Procedures for Preliminary Applications.

Applications for admission to the Development involve a two-step process. Section V of the ACOP describes the preliminary, or pre-application process. Procedures for submission of final applications are described in Section VII.

A. Submission of Preliminary Applications.

An applicant for housing at City West may obtain a pre-application package by calling, writing or visiting the Management Agent's office in person. The pre-application package includes a pre-application form, descriptive information about the Development, a description of the eligibility requirements for admission to the Development, and a notice about procedures for requesting reasonable accommodations for persons with disabilities as described in the Reasonable Accommodation Policy. Applicants may complete the pre-application form at the Management Agent Office or return it by mail. The Management Agent will notify all applicants of the right to request assistance in completing the form. The pre-application form will request the following information from applicants:

1. The names, ages and relationship of all members of the applicant household.

2. The source and amount of the household's annual income.

3. Information needed to determine if the household qualifies for a selection preference.

4. The citizenship and student status of all members of the applicant household.

5. The SSN of all members of the applicant household age 6 or over (or a certificate that no SSN has been assigned).

6. The unit size requested.

7. The race, ethnicity and disability status of the head of household.

8. Whether the applicant household is requesting an accessible unit.

9. Whether the head of household or co-head of household is a person with disabilities and desires to communicate with the Management Agent in an alternative format indicated on the pre-application.

B. Processing Preliminary Applications.

1. Upon receipt at the Management Agent's office, completed pre-application forms will be stamped with the time and date of receipt, and will be assigned an identifying number, for administrative purposes only, for the period in which the application is valid. No pre-application form will be date and time-stamped unless it is complete upon submission.

2. Completed pre-application forms will be reviewed to consider the applicant's preliminary eligibility for admission to the Development, including whether:

(i) The composition of the applicant household meets the definition of "family" outlined in the ACOP.

(ii) The applicant household is eligible for a Public Housing Unit, LIHTC Unit, or Moderate Income Unit based on the income information reported on the form.

(iii) The size of the applicant household reported on the pre-application form can be accommodated in a unit at the Development, in accordance with the standards set forth in Section III of the ACOP.

C. Notice to Applicants.

1. A pre-application that meets the guidelines for preliminary approval will be accepted and will be assigned to the waiting list as described in Section VI. The Management Agent will send the applicant written notification that the application is assigned to the waiting list. The notification will include a statement that preliminary approval does not mean the applicant is eligible for admission, and that admission to the Development will be based on documentation of eligibility to be submitted by the applicant at the time of final application. The notice will also describe any preferences for which the applicant qualifies, or if the applicant was denied a preference.

2. A pre-application that does not meet the guidelines for preliminary approval will be rejected. The Management Agent will send the applicant a letter listing the reason(s) for denial.

3. All notices to applicants will include information about procedures for requesting reasonable accommodations for persons with disabilities as described in the Reasonable Accommodation Policy.

D. Informal Conferences for Public Housing, LIHTC, and Moderate Income Applicants.

In addition to the notices described in Section V(C), applicants for Public Housing, LIHTC or Moderate Income Units will be notified of the right to request an informal conference to review any decision by the Management Agent regarding the pre-application, in accordance with the procedure described in Section XV of the ACOP.

VI. Waiting List Procedures.

A. Organization of the Waiting List.

The Management Agent maintains a single site-based waiting list for the entire City West community. The waiting list is organized into sub-lists corresponding to the eligibility criteria for each Phase of City West, including type of unit (Public Housing, LIHTC, Moderate Income,

or Market), bedroom size, accessibility features of individual units, status as an Elderly Family, and any income tiers. Applicants for available units at City West are selected from the City West waiting list as provided in this ACOP.

B. Assignment to the Waiting List

Applicant households with approved pre-applications are assigned to all appropriate sub-lists on the waiting list based on the information submitted in the pre-application form and the date and time stamp on the pre-application form. Pre-applications are assigned to all sub-lists appropriate for the applicant household in the following manner:

1. Pre-applications are assigned to a sub-list for a unit of appropriate type and size, in the appropriate income tier.

2. Pre-applications are assigned to a sub-list for any other eligibility requirements or selection preferences in effect for any Phase of City West.

3. Where the applicant household indicates on the pre-application a need for a unit with accessibility features, the pre-application is assigned to a sub-list for an accessible unit of appropriate size, without regard to income tier and other selection preferences.

C. Updating the Waiting List.

1. Applicant Responsibilities. Each applicant household is responsible for informing the Management Agent about any change in contact information, including residence, mailing address, and telephone number.

2. Notification Procedures. The City West waiting list is updated on an annual basis by sending each household on the waiting list an update package. The update package includes a cover letter and a reply card. The cover letter explains that the household must complete and return the reply card to the Management Agent in order to remain on the waiting list. The reply card requests information from the applicant household about the household's interest in remaining on the waiting list, and any information regarding changes in household composition, income, eligibility for preferences, and other factors that affect eligibility for admission.

3. Update Procedures. An applicant household must respond to the update package by completing and returning the reply card to the Management Agent within fifteen (15) business days. An applicant may return the reply card by mail or in person, and may request the assistance of the Management Agent in completing the reply card. The Management Agent will update the waiting list based on replies to the update package in the following manner:

(i) Where a returned reply card indicates an applicant household's continued interest in living at City West and indicates that the household remains eligible for admission based on the factors described in the pre-application, the pre-application remains on the waiting list. Where the reply card indicates changes in factors that affect the household's placement on one or more sub-lists, corresponding changes are made to the sub-lists. The household's application will be placed on the appropriate sub-list based on the date and time of the

original application. Applicant households are notified in writing of any changes that effect eligibility for selection preferences.

(ii) Where a reply card indicates that an applicant is no longer interested in living in City West or remaining on the waiting list, the applicant's pre-application is removed from the waiting list. The applicant is notified in writing that the application is removed.

(iii) Where a reply card indicates that an applicant household does not qualify for admission to City West, the applicant's pre-application is removed from the waiting list. The applicant is notified in writing that the application is removed.

(iv) Failure to return a reply card or contact the Management Agent within fifteen (15) days of receipt of the update package results in removal of the pre-application from the waiting list. The applicant is notified in writing that the application is removed.

4. Informal Conference for Public Housing, LIHTC, and Moderate Income Applicants. An applicant for a Public Housing, LIHTC, or Moderate Income Unit who is dissatisfied with any action by the Management Agent affecting the applicant's placement on the waiting list, including removal from the waiting list, or any change in eligibility for a selection preference, may request an informal conference pursuant to the Grievance Procedure described in Section XV of the ACOP.

D. Closing and Reopening the Waiting List.

1. Closing the Waiting List. The Management Agent may close the waiting list and suspend the acceptance of applications at any time after the number of households on any sub-list of the waiting list exceeds the number of applicants that can be admitted to City West during a three year period, based on the current unit turnover rate calculated on an annual basis. The Management Agent may choose to close the entire waiting list, or close any sub-list.

2. Reopening the Waiting List. The Management Agent will reopen the waiting list (or any sub-list) and accept pre-applications at any time after the number of households on the waiting list (or any sub-list) is equal to or less than the number of applicants that can be admitted to City West during a two year period.

3. Public Notification. The Management Agent will provide public notification of any action to close or open the waiting list by posting public notices in the City West the Management Agent office and in the administrative offices of the CMHA, and by conducting marketing and outreach in a manner consistent with the Affirmative Fair Housing Marketing Plan for each phase of City West.

VII. Final Applications.

A. Contacting Applicants for Final Application and Screening.

1. Applicants may be contacted by the Management Agent for final screening at any time after the household's pre-application reaches the top of the relevant sub-list and a unit of appropriate size is expected to be available within six months.

2. The Management Agent will make two attempts to contact an applicant by letter or telephone. If the applicant household does not respond to the Management Agent's contacts, the Management Agent will send a certified letter to the applicant's last known address stating the date and time for an interview. If no response is received to the certified letter within ten (10) business days after the date the letter was mailed, or if the letter is returned because the US Postal Service was unable to deliver it, the applicant household will be notified that the pre-application is removed from the waiting list.

B. Applicant Interviews.

1. Interview Requirement. The final application process requires an interview, which must be attended by all members of the applicant household age 16 or older. If an applicant household fails to attend a scheduled interview, one attempt will be made to contact the household by telephone. If the applicant household responds, another appointment will be scheduled. If there is no response within three business days, or if the household fails to attend the rescheduled interview, the Management Agent will notify the applicant household that the application has been removed from the Waiting List.

2. Interview Activities. The following activities will be completed at the interview:

(i) The program requirements and verification procedures will be explained.

(ii) All adult household members age 18 and over must present a photographic identification card at the interview session. The card will be photocopied and the copy retained in the applicant file.

(iii) All adult household members age 18 and over will be required to sign release of information forms for completion of required verification and certification paperwork.

(iv) Applicants will be informed of the Development's non-discrimination policies.

(v) Applicants will be informed that they must cooperate fully in the application process and submit to the Management Agent, in a timely manner, complete and accurate information requested by The Management Agent (including, without limitation, names, addresses and telephone numbers of all references and sources for verification, such as banks, landlords, child care providers, health insurance

carriers, etc.). Applicants will also be informed that submission of incomplete, false or misleading information will be grounds for denial of the application.

(vi) All applicants will be informed that a final decision on their eligibility cannot be made until all verifications are complete.

(vii) All applicants will be given a voided copy of the current lease agreement, the community rules, and the pet policy for the Development. The applicant household will be informed that they should review these documents and that, should their application for housing be approved, the lease agreement, community rules, and pet policy will be reviewed in detail at a move-in appointment.

(viii) All applicant households will be advised of the right to request a reasonable accommodation and will also be provided with a written description of the informal conference procedures for the Development.

C. Completion of the Final Application.

Applicants must submit a completed written final application on an application form supplied by the Management Agent. If an application is incomplete, the applicant will be contacted in writing with a request to provide the missing information. To be complete, an application must:

1. Be signed and dated by the head of household and co-head of household.

2. Name each household member, including any live-in aide.

3. Include a social security number, and relationship, date of birth, and income information for each household member over the age of 18.

4. Provide citizenship or immigration certifications for each household member.

5. Provide asset information for each household member over the age of 18, or indicate that the household has no assets.

6. Include all signed required release of information and consent forms, including:

(i) HUD Form 9886.

(ii) Criminal History Release Authorization Forms.

(iii) Credit Report Release Authorization Forms.

(iv) Housing Court History Release Authorization Forms.

(v) Landlord history release of information forms.

(vi) Authorization to receive to information from a drug abuse treatment facility from each household member age 18 or more.

7. Certify that no household member disposed of any assets at less than fair market value during the two years preceding the certification.

8. Provide clear and complete housing history for the past five (5) years, with the landlord names, addresses, and dates of occupancy. If the household combines individuals who have not lived together before the application, then a five (5) year history must be completed for each household member.

9. Include the verifications requested by the Management Agent. The verification requirements for City West as described in this Section VIII.

VIII. Screening and Verification Standards.

A. Verification Procedures.

1. Applicant households, including any live-in aide, will be screened for suitability for admission based upon the household's housing history for the last five years, including landlord references, credit checks and a review of the applicant's criminal history, if any, over the last ten years. The Management Agent will request verification of the eligibility for admission, including verification of income, student status, eligible citizen or immigration status, suitability as a resident, and any other factors affecting eligibility for admission and continued occupancy, as further described in this section of the ACOP. The Management Agent will in all cases require the applicant to obtain third party written verification. In the event third party verification is unavailable, the Management Agent will obtain verification by oral third party contact and document in the family file the reasons why third party verification was not available. Applicant self-declaration will only be accepted on a case-by-case basis, when no second or third party verification can be obtained and only when deemed appropriate in the sole discretion of the Management Agent. Forms of acceptable verification are described in Exhibit C.

2. Requests for verification of income, employment, assets, child care expenses, medical expenses, disabilities, and housing references, including signed consent forms from each adult member of the applicant household will be mailed by the Management Agent directly to the persons identified by the household as the third party source of information.

B. Screening Standards.

In examining verifications and screening applicant's for admission, the Management Agent will screen landlord references and other verifications to determine whether the applicant or any member of the applicant household is likely to engage in conduct affecting household suitability for admission and occupancy, as follows:

1. <u>Adverse, disruptive, or illegal behavior</u>. Verifications will be examined to determine whether the applicant or any member of the applicant household has a history of:

(i) Engaging in any behavior that adversely affected the health, safety or welfare of neighbors or other persons residing in the immediate vicinity, or disturbed such persons' rights to quiet enjoyment of their property, interfered with the

Management Agent of the property in which such household member resided, or adversely affected the physical environment or financial stability of such property.

(ii) Illegal use (or a pattern of illegal use) of a controlled substance, or abuse (or a pattern of abuse) of alcohol, that may interfere with the health, safety, or right to peaceful enjoyment of the Development or the surrounding community by other residents, the Management Agent's employees, or persons residing in the immediate vicinity of City West.

2. Failure to comply with resident obligations under a lease. Landlord references and other verifications will be examined to determine whether the applicant or any member of the applicant household will comply with resident obligations under the lease. In particular, the Management Agent will determine if the applicant:

(i) Has an unpaid balance owing for rent, damages or other charges, unless previous arrangements for repayment have been made and regular payments are verified as being made and current, or if the applicant household was paying excessive rent relative to income and can demonstrate responsible efforts they made to resolve the non-payment problem.

(ii) As a current or former recipient of a public housing subsidy or resident of a housing unit supported by low-income housing tax credits, refused to cooperate fully in all aspects of the annual or interim review processes.

(iii) Has a history of permitting person(s) not on the lease to reside in their apartment without the prior written approval of the landlord.

(iv) Has a history of non-payment of rent. For purposes of this ACOP, "history of non-payment" means three or more late rent payments in a twelve (12) month period.

(v) Has a history of failing to control guests or minors who are household members, such that they adversely affect the health, safety or welfare of neighbors or other persons residing in the immediate vicinity, or disturb such persons' rights to quiet enjoyment of their property, interfere with the Management Agent of the property, or adversely affect the physical environment or financial stability of the property.

(vi) Was evicted from previous housing for nonpayment of rent or any other lease violation.

3. Unsanitary or hazardous housekeeping practices. Unsanitary or hazardous housekeeping practices include, but are not limited to, the following:

(i) Creation of a fire hazard through acts such as hoarding of rags, papers or other flammable material.

(ii) Significant damage to the premises or any equipment and appliances therein for which a member of the applicant household is responsible.

(iii) Infestation, foul odors, or improperly disposed of garbage that adversely affects any neighbors, or any other serious neglect of the premises.

If an applicant would otherwise be rejected from occupancy based solely on third-party or documentary evidence of poor housekeeping habits, a home visit may be performed if requested by the applicant to review current housekeeping habits as part of a request for an informal conference under the Grievance Procedure.

4. Criminal history. The Management Agent will request criminal history records on all adult members of the applicant household. If any member of the applicant household has, within the ten years preceding the date the applicant household would be selected for admission, engaged in any drug-related criminal activity or violent criminal activity or other criminal activity that would adversely affect the health, safety, or right to peaceful enjoyment of the Development or the surrounding community by other residents, the Management Agent employees, or persons residing in the immediate vicinity of the Development, then the application for tenancy will be rejected. If documentation indicates that any household member engaged in such activity beyond such ten-year period, the Management Agent may require, as a condition of occupancy, that the applicant household submit additional evidence sufficient to ensure that the individual has not engaged in any criminal activity within a ten-year period.

5. Bad credit and financial standing. To determine the applicant's capacity to pay rent on a timely basis, the Management Agent will examine the applicant's credit history by requesting a credit report. The applicant will not be responsible for payment of the cost of the credit report. A poor credit history will not necessarily be a basis for rejection of the application. Instead, the Management Agent will consider such factors as whether the applicant's credit report and other verification indicates a consistent and repeated history of non-payment of housing related costs, the age, size and number of debts, whether the credit history resulted from disability or illness, or high rent burdens or other factors that indicate the applicant is likely to pay rent in the future. Poor credit with respect to non-payment or delinquent rent and utilities will be given greater weight than non-payment of other consumer obligations. An applicant household must be capable of securing utility services, and therefore may not possess a previous balance of utility payments at a prior address that would prevent the household from receiving utility services in their own name.

If an applicant is denied admission based on a credit report, the written notification of denial will include:

(i) A statement that the application was rejected because of the credit report;

(ii) The name, address and telephone number of the credit reporting agency;

(iii) A statement that the credit reporting agency did not make the decision to deny the application and is unable to provide the applicant with the reasons for the denial;

(iv) A statement that the applicant is entitled to obtain a free copy of the credit report from the credit reporting agency within sixty days of the notice;

(v) A statement that the applicant has the right to examine the credit report; and

(vi) A statement that the applicant has the right to dispute the accuracy of the credit report with the credit-reporting agency.

The household will have two weeks after receiving the notice of the cause for rejection to send corrected information directly to the Management Agent.

IX. Completion of the Application Process.

A. Selection for Admission.

1. If an applicant is selected for admission at the conclusion of the application process, the household will be offered as soon as a unit becomes available for occupancy, based on the unit assignment procedures described in Section X. The applicant must accept or reject the unit within three days after the Management Agent notifies the household of the offer by telephone, or five days after the Management Agent mails the offer letter, whichever is shorter. The applicant may reject the unit only for good cause, as reasonably determined on a case-by-case basis in the discretion of the Management Agent. Good cause may include medical reasons and other compelling individual circumstances justifying applicant rejection of the unit. If an applicant lacks good cause for rejecting the unit, the application will be denied and the application will be removed from the waiting list. The applicant must move into the unit no later than thirty days after the date the lease is signed. Failure to take possession of the unit may result in termination of the resident's tenancy.

2. If an applicant household accepts the offered unit, the Management Agent will schedule a move-in appointment, which all household members age 16 and older must attend. The procedures to be followed at the move-in appointment, including the procedures for signing the lease, are set out in Section X.

B. Mandatory Denial of Applications.

1. Denial for All Units. The Owner is required to deny admission to of applications for Public Housing Units and Market Rate Units to:

(i) Applicants who are subject to a lifetime registration requirement under the state sex offender registration program of any state, including but not limited to the lifetime sex offender registration required by Ohio Rev. Code §2152.82, *et seq* and Ohio Rev. Code Chapter 2950.

(ii) Applicants convicted of the manufacture or production of methamphetamine on the premises of federally assisted housing.

(iii) Applicants who were convicted of Drug Trafficking as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. §802.

(iv) Applicants whose federal housing assistance was terminated at any time during the ten year period prior to admission to the Development for drug-related criminal activity, including, without limit, the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug. The Owner may, in its sole discretion, admit the applicant if the responsible household member is no longer engaged in drug related criminal activity and successfully completed an approved supervised drug rehabilitation program, or if the responsible individual is no longer a member of the household.

(v) An applicant engaged in current illegal use of drugs.

(vi) An applicant whose current use of alcohol or drugs may interfere with the health, safety or right of peaceful enjoyment of the Development by other residents, the Owner's employees, the Management Agent, the Management Agent's employees or other individuals residing in the vicinity of City West.

(vii) An applicant whose history shows a pattern of abuse of drugs or alcohol indicating a likelihood that the individual may interfere with the health, safety or right of peaceful enjoyment of the Development by other residents, the Owner's employees, the Management Agent, the Management Agent's employees or other individuals residing in the vicinity of City West.

(viii) An applicant convicted of murder, rape, or aggravated assault.

2. Other Eligibility Factors. The Owner is required to deny admission of applications indicating that the applicant is otherwise ineligible for a Public Housing, LIHTC, or Moderate Income Unit, including circumstances where:

(i) An applicant household has an income in excess of the amounts permitted for Public Housing, LIHTC, or Moderate Income Units.

(ii) Members of the applicant household are ineligible students, as described in Section IV(B).

An applicant who does not comply with the certification and verification requirements for citizenship or eligible non-citizen status may also be denied admission to a Public Housing Unit.

C. Other Reasons for Denial.

The Owner may choose to deny admission to the Property where the application or verifications indicate:

1. A demonstrated risk that the applicant may be unable or unwilling to pay rent, based on a persistent pattern of non-payment of rent and other obligations that indicates a reasonable likelihood that the applicant will not pay the rent on a timely basis.

2. A reasonable risk that the applicant, or those under the applicant's control, may interfere with the health, safety, security, or rights of other residents to a safe home in the Property, based on a history of violent or destructive behavior.

3. A reasonable risk of intentional damage or destruction to the apartment unit or the Property based on a history of violent or destructive behavior.

4. The applicant knowingly misrepresented or falsified any information required as part of the application for admission.

5. Fraud in any federal housing programs.

6. Amounts owed to a public housing agency ("PHA") in connection with the Section 8 program or public housing;

7. Failure to re-pay a PHA for amounts paid by the PHA to a landlord for unpaid rent.

8. A reasonable likelihood that the applicant is likely to engage illegal use of drugs, drug related criminal activity, violent criminal activity or substance abuse (including the abuse of alcohol or illegal drugs), other criminal activity, or other behavior that may threaten the health, safety or right to peaceful enjoyment of the premises by other residents, the Management Agent, or employees of the Management Agent.

9. Misrepresentation of or failure to disclose material facts in the application for admission to the Development.

D. Admission of Non-Citizen Households to Public Housing Units.

Admission to Public Housing Units is affected by the following additional citizenship and eligible non-citizen requirements:

1. Temporary Admission. A family in which at least one household member has submitted the required verification of eligible immigration status is eligible for occupancy and full assistance, if the DHS verification process is not complete at the time the household is selected for admission to an available unit, or if the family requests a hearing with DHS appealing a determination by DHS that the documentation is invalid and the appeal process is not complete at the time the household is selected for admission to an available unit.

2. Termination of Assistance. Assistance to a household admitted to occupancy and later determined to be ineligible at the conclusion of the DHS verification or hearing process must be terminated. Termination of assistance may be deferred based on the procedures described in Section XIV of the ACOP.

E. Consideration of Mitigating Circumstances.

The purpose of screening is to determine the applicant's future ability to comply with the basic eligibility requirements of the Property and the basic requirements of the lease, with or without supportive services, or a reasonable accommodation. In circumstances where the denial of admission is not required, the Management Agent may, in its sole discretion, consider all of the individual circumstances, including the seriousness and extent of the past history, the culpability of other household members, the need to make a reasonable modification in program screening standards for a person with disabilities, evidence of rehabilitation, substance abuse treatment, evidence of job loss, health problems, any factors outside the control of the applicant, and other mitigating circumstances.

F. Notice and Appeal.

1. General Notice Procedures. Applicants who are denied admission will immediately be notified in writing. The notice will explain the reasons for denial.

2. Notice to Applicants for Public Housing, LIHTC and Moderate Income Units. The notice to applicants denied admission to Public Housing Units will also advise the household of the right to request an informal conference with the Management Agent to appeal the denial. A request for an informal conference must be delivered to the Management Agent in writing within fourteen (14) days of the notice. Informal conferences will be conducted pursuant to the Owner's Grievance Procedures, described in Section XV.

X. Unit Assignment and Leases.

A. Unit Assignment.

1. Occupancy Standards. The Owner's occupancy standards are intended to avoid overcrowding in all units at City West. The occupancy standards are also designed to avoid over-housing and to maximize the use of the Public Housing Units at the Development, including the use of Public Housing Units to meet the housing needs of large families with children. The occupancy standards will be applied in the following manner:

(i) The minimum guidelines set forth in the Owner's general occupancy standards shall apply to the Public Housing, LIHTC, and Moderate Income Units, but shall not apply to the Market Rate Units.

(ii) Eligible households for Public Housing, LIHTC, and Moderate Income Units will be assigned to the next available unit appropriate for the size of the family, including any live-in aide. No more than two persons will be required to occupy a bedroom in a Public Housing, LIHTC, or Moderate Income Unit, and unrelated persons or persons of different generations or of the opposite sex will not be required to share a bedroom in such a unit. In general, a husband and wife will be expected to share a bedroom; dependent children of the same sex will be expected to share a bedroom; and two dependent children whose combined total age is less than or equal to seven (7) years will be expected to share a bedroom regardless of the sex of the children.

(iii) Eligible applicants for all types of units will be assigned to the next available unit appropriate for the size of the family, including any live-in aide, based on the maximum guidelines set forth in this section. No single person other than a single disabled person, single elderly person, or single remaining member of a household will be assigned to a Public Housing Unit.

(iv) In selecting an appropriate unit size the Management Agent will rely on the following general standards. The minimum standards apply only to the Public Housing Units:

Number of Bedrooms	Minimum Number of Persons	Maximum Number of Persons
1	1	2
2	2	4
3	3	6
4	5	8

2. Accessible Units. Units at the Development that are accessible to individuals with mobility or sensory impairments will be offered first to any current resident of City West who needs the special features of the unit and who is presently residing in a unit that lacks such features. If no current resident has a need for the accessible unit, it will be offered to the next qualified applicant on the waiting list who needs the special features. If there are no applicants on the waiting list who require such a unit, the unit will be offered to the next qualified applicant. In such cases, the lease for the unit will require the household to promptly move to another appropriate unit in the Development in the event of another application for qualified, eligible families needing the features of an accessible unit.

B. Move-In Appointment.

1. Upon approval of an application and acceptance of a unit by an applicant, an appointment will be scheduled for the head and co-head of household to review the occupancy requirements of the Development and sign a lease. At the move-in appointment, the Management Agent will review with all adult members of the household:

(i) The terms of the lease.

(ii) The rules for the Development, including the Working Family requirements.

(iii) The pet policy for the Development.

(iv) Community service requirements applicable to residents of Public Housing Units.

(v) The responsibility of residents of Public Housing and LIHTC Units to report changes in household income, family composition and other factors that effect eligibility for occupancy in a Public Housing Unit.

(vi) For residents of Public Housing Units, the household's choice of flat rent or income based rent, including the ceiling rent described in Section XI, the amount of each such rent, and the household's right to change a choice of rent because of financial hardship.

2. Each household will be required to participate in a housing readiness seminar or training program to be offered by the Management Agent prior to signing a lease.

C. Pre-Occupancy Inspection.

1. Prior to signing the lease, the head of household, any co-head of household, and a representative of the Management Agent will together complete an in-person inspection of the unit to review the operation of the equipment and appliances in the unit. At the time of the inspection, the head of household, any co-head of household, and the Management Agent will identify any deficient conditions requiring correction. All deficient conditions will be noted on a unit inspection form that will be signed by the household, any co-head of household, and the Management Agent. The head or co-head household will receive a copy of the signed unit inspection form. The original unit inspection form will be retained in the household's file.

2. All deficient conditions identified on the unit inspection form will result in the immediate issuance of a work order to be issued by the Management Agent. The date and identifying number of the work order number will be recorded on the original copy of the unit inspection form. All deficient conditions noted on the unit inspection form will be promptly corrected.

D. Lease Requirements.

1. Signing the Lease. At the move-in appointment, the head of household and any co-head of household must sign the lease. The initial term of the lease shall be for one year. The lease includes any addenda and such attachments as: (i) the rules and regulations of the Development; (ii) the pet policy for the Development; and (iii) the unit inspection form.

2. Required Payments. At the time the lease is signed, the head or co-head of household must pay the rent for the first month of occupancy, plus a security deposit equal to the amount of the first month's rent. Payment may be made only in the form of a cashier's check or money order.

XI. Tenant Rent.

Rents for the dwelling units at City West shall be set forth in resident leases and are determined in accordance with the provisions of this Section XI.

A. Rents in Market Rate Units.

Rents for Market Rate Units shall be in amounts periodically established by the Owner for the Development.

B. Rents in LIHTC and Moderate Income Units.

Rents for LIHTC and Moderate Income Units shall be in amounts periodically established by the Owner for the Development and shall not exceed the amounts for rent restricted units required by Section 42.

C. Public Housing Choice of Rent.

At the time of admission, and once each year thereafter at the time of regular recertification, residents of Public Housing Units may choose to pay as rent either a Flat Rent, or an Income Based Rent less a utility allowance.

1. Flat Rent. The Management Agent shall establish a schedule of Flat Rents for the Public Housing Units. The Flat Rent for each Public Housing Unit is the lesser of the maximum rent that may be charged to a resident of a Public Housing Unit as permitted by Section 42 and the requirements of the LIHTC program, or an amount determined by the Owner based on the market rent charged for comparable units in the private, unassisted rental market. Residents of Public Housing Units that choose a Flat Rent shall not be paid the utility reimbursement described in Section XI(C).

2. Income Based Rent. Income based rents are determined in accordance with HUD regulations. Income based rents may be pro-rated for mixed families that include ineligible non-citizens and eligible non-citizens or citizens. A utility allowance as described in Section XI(C) is subtracted from the income based rent to determine the total rent due to the Owner, and residents of Public Housing Units that choose an income based rent may be eligible for the utility

reimbursement. Subject to the minimum rent provisions of Section XI(D), the income based rent is the greater of:

(i) 30% of monthly adjusted income; or

(ii) 10% of monthly annual income; or

(iii) the amount of welfare assistance received from a public agency that is designated to meet actual housing costs, if the welfare payment is adjusted in accordance with the household's actual housing costs.

3. Change From Flat Rent to Income Based Rent Due to Hardship. A family that elects to pay a flat rent may request a change to an income based rent prior to the annual recertification for reasons of financial hardship, as determined by the Management Agent upon verification by the resident. Financial hardship may include:

(i) Situations in which the Household's income has decreased because of changed circumstances, loss or reduction of employment, death in the family, or reduction in or loss of income or other assistance;

(ii) An increase, because of changed circumstances, in the household's expenses for medical costs, child care, transportation, education, or similar items; and

(iii) Such other situations of hardship documented by the Tenant and as determined by the Management Agent.

4. Ceiling Rents for Former Residents of Laurel Homes and Lincoln Court. Public Housing Unit rents for former residents of the Laurel Homes and Lincoln Court CMHA developments shall not exceed the ceiling rents periodically established in CMHA's Admissions and Continued Occupancy Policy for public housing units that are comparable to the units previously existing in Laurel Homes and Lincoln Court. For purposes of this provision, a former resident of Laurel Homes is any household in which the head or co-head of household resided in Laurel Homes as of August 28, 1999 and which did not agree to permanent relocation at a site other than City West. A former resident of Lincoln Court is any household in which the head or co-head of household resided in Lincoln Court as of December 1, 1998 and which did not agree to permanent relocation at a site other than City West. In the event CMHA elects to terminate the ceiling rent policy set forth in its Admissions and Continued Occupancy Policy, residents of Public Housing Units that are former residents of Laurel Homes and Lincoln Court may elect to pay an income based rent or a flat rent, based on the provisions of Section XI.

D. Minimum Rent Requirements in Public Housing Units.

1. The rent payable by a resident of a Public Housing unit shall not be less than a minimum rent payment of $50, minus the applicable utility allowance.

2. A public housing resident household may request a hardship exemption from the minimum rent requirement. A family will qualify for a hardship exemption if the Management

Agent determines that there is hardship that is expected to last 90 days or more, including circumstances where:

(i) The family has lost eligibility for or is awaiting an eligibility determination for a government assistance program;

(ii) The household includes a member who is a non-citizen lawfully admitted for permanent residence in the United States and who would be eligible for public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996;

(iii) The family would be evicted because of the inability to pay a minimum rent;

(iv) Household income is decreased because of changed circumstances, including loss of employment;

(v) There was a death in the family; or

(vi) Other documented circumstances exist that The Management Agent determines create a family hardship.

3. If a household requests a hardship exemption from the minimum rent requirement, the Management Agent will suspend the minimum rent effective in the month following the month of the request until it is determined that the hardship will last at least 90 days. In no event will the household be evicted for non-payment of rent for the 90 day period beginning on the day of the request for the hardship exemption. If it is determined that the hardship will last less than 90 days, the obligation to pay the minimum rent will be reinstated effective the month the minimum rent obligation was suspended. The family must enter into a repayment arrangement to pay any rent determined to be due. A household qualifying for a hardship exemption must pay an income based rent, less a utility allowance, and may qualify for a utility reimbursement. The family must report any changed circumstances affecting the hardship exemption within 15 days of the change.

E. Utility Allowances and Utility Reimbursements for Public Housing Units.

1. Affect of Utility Allowances on Public Housing Rent; Utility Reimbursements. The Owner maintains a utility allowance schedule for those units in the Development in which residents purchase utility services for heat, hot water, cooking and electricity directly from utility suppliers. The income based rent or the minimum paid by a resident of a Public Housing Unit is reduced by the amount of the applicable utility allowance for the unit. In circumstances where the amount of the applicable utility allowance exceeds the resident's income based rent or minimum rent, the Owner will pay the resident a monthly utility reimbursement equal to the difference between the utility allowance and the resident's income based rent or minimum rent.

2. Review of Utility Allowance Schedule. The Owner reviews the utility allowance schedule on an annual basis and when utility rates change by 10% or more.

(i) At the time of an annual utility allowance review, the Owner may adjust the utility allowance schedule based on rate changes and other factors that affect consumption of tenant-paid utilities in City West. Residents will be provided a notice of a proposed change in the utility allowance schedule no less than 60 days before the effective date of the change, and may submit written comments for a period that ends no more than 30 days before the date of the change.

(ii) When the utility allowance schedule is changed based on changes in utility rates of 10% or more, changes to income based rents and minimum rents, if any, will be retroactive to the first day of the month following the month in which the last rate change was effective. Residents will receive notice of an interim change in the utility allowance schedule in the manner provided in the lease.

3. Individual Modification of Utility Allowances. A resident of a Public Housing Unit may request individual relief in the form of a utility allowance in excess of the established utility allowance based on reasonable grounds, such as the special needs of elderly or disabled families, illness, or other special factors affecting utility usage not within the control of the family. Individual modifications in utility allowances may result in decreases in income based rents, payment of utility reimbursements, or increases in utility reimbursements to occupants of Public Housing Units.

F. Income Disregards for Qualified Families.

The amount of increased income of a Qualified Family shall be completely disregarded for purposes of determining eligibility for continued occupancy and for computing tenant rent during a cumulative period not to exceed twelve months. Thereafter, 50% of the increased income of a Qualified family shall be disregarded for an additional twelve month period. The period of the disregard may be interrupted. In no event may the total number of months between the beginning of the disregard and final month of the disregard exceed forty-eight months. A household is a Qualified Family when:

(i) Household income increases based on the increased employment earnings of a family member who was unemployed during the previous twelve month period. A family member is considered to have been unemployed during the previous twelve month period if during that period the individual earned less than the equivalent of working ten hours per week at minimum wage for fifty weeks.

(ii) Household income increases based on the increased employment earnings of a family member who becomes employed because of participation in an economic self-sufficiency or job training program.

(iii) Household income increases based on the increased employment earnings of a family member who becomes employed at any time during or within six months of receiving assistance, benefits or services from a program funded by any state program for Temporary Assistance to Needy Families (TANF).

XII. Additional Occupancy Requirements.

A. Unit Transfers.

A resident household may transfer to a unit of appropriate size and type for the family in the circumstances described in this section.

1. Optional Unit Transfers. The Management Agent will establish separate waiting lists for transfers of residents of Public Housing, LIHTC, Moderate Income and Market Rate Units only when there are no waiting lists for mandatory unit transfers or for new applicants. A resident may apply for an optional transfer to another unit so long as the resident is otherwise eligible as set forth in this Section of the ACOP. Optional transfers for eligible residents will be approved based on the date and time of the application for a transfer.

2. Accessible Units. A household may apply for a transfer to an available accessible unit if the household includes a family member who needs the features of the unit. Resident households with a family member who needs the features of an accessible unit will be selected for an accessible unit of appropriate size before new applicants.

3. Mandatory Unit Transfers. The Management Agent will transfer a household to another unit when the Management Agent determines that:

(i) The family is under-housed or over-housed based on the occupancy standards set forth in the ACOP.

(ii) Other extraordinary circumstances are present in the household that require a transfer.

4. Applications for Transfers. Each move to a new unit is considered a new admission to the Development. The resident household must complete all required applications, submit all necessary verifications and establish eligibility for occupancy prior to the transfer to the new unit. A transfer will be approved if the family meets the eligibility criteria for a transfer and:

(i) The current unit is inspected by the Management Agent and found to be clean and free of damage.

(ii) The household is eligible for occupancy and is in compliance with all the requirements of the lease.

(iii) For the six month period prior to the request for the transfer, all members of the household were compliant with the lease and all other resident obligations.

5. Procedures for Transfers. Resident households on the transfer waiting list for Mandatory Unit Transfers will be selected for transfer to the first vacant unit of appropriate size for the household. Residents on the transfer waiting list for Optional Unit Transfers will be selected for transfer to a vacant unit of appropriate size in a ratio of one optional transfer for each three admissions from the waiting list of applicants to the Property.

6. Refusal to Accept Transfer. In the case of a mandatory unit transfer, a resident household may refuse one offer of a new unit. Refusal to accept a second offer of a mandatory transfer may result in termination of the lease. A refusal by a resident household to accept a voluntary transfer will result in the removal of the household from the transfer waiting list.

B. Working Family Requirements for All Residents.

A resident household must immediately notify the Management Agent if any member of any household loses or reduces employment. Households are required to report all changes in employment status to the Management Agent within 14 business days. Where a family no longer qualifies as a Working Family as defined in Section III(F) because of a loss or reduction in employment, the household member must (i) achieve employment of at least 30 hours per week within 90 days of loss of employment, or (ii) enter a work development program acceptable to Owner within 90 days of loss of employment. A work development program will be acceptable only if the household member demonstrates to the Management Agent's reasonable satisfaction that the program is reasonably necessary for employment and will lead to stable, long term employment. The household member must achieve employment of at least 30 hours per week within 90 days after graduating from the such work development program. Failure to maintain Working Family status in accordance with the foregoing requirements may result in non-renewal or termination of the lease.

C. Community Service Requirements for Residents of Public Housing Units.

All non-exempt adult occupants of Public Housing Units must participate in community service and self-sufficiency activities as a condition of continued occupancy. Tenants of Public Housing Units, including all adult occupants, must report to the Management Agent any change in participation in community service activities, and any change in status as an exempt individual, within 15 days of the change. The Management Agent will require all occupants to re-certify or otherwise verify continuing eligibility for occupancy on no less than an annual basis, and may re-examine continued eligibility for occupancy in between annual recertifications. In the event the household does not comply with the community service requirements, the Management Agent may terminate the lease and evict the household as set forth in Section XIV(D) of the ACOP. In addition:

1. The exemption from the community service and self-sufficiency requirement shall apply to any adult household member who is: (i) 62 years of age or older; or (ii) who is blind or disabled within the meaning of Section 216(i) or Section 1614 of the Social Security Act; or (iii) who is the primary caretaker of a blind or disabled person; or (iv) who is working at least 30 hours each week; or (v) who meets the requirements for exemption from participation in work activities under a state program funded under Title IV-A of the Social Security Act or under any other welfare program in Ohio; or (vi) is a member of a household receiving Transitional Assistance for Needy Families or under any other welfare program in Ohio and has not been found to be out of compliance with the requirements of that program.

2. Each non-exempt household member must: (i) contribute 8 hours each month of community services; or (ii) participate in an economic self-sufficiency program for no less than 8

hours each month; or (iii) must perform 8 hours of combined community service and self-sufficiency activities each month.

3. If the Management Agent determines that any non-exempt public housing occupant is not in compliance with the community service and self-sufficiency requirements, the tenant will be notified that the tenant's lease will not be renewed at the end of the twelve month period following the end of the last annual recertification unless the tenant and the non-compliant adult household member enter into a written agreement to cure the non-compliance. The notice will describe the basis of the Management Agent's determination of non-compliance. Any such notice, including a notice of termination, is subject to the appeal procedures of Section XV. The tenant's lease will not be terminated if the non-compliant adult household member no longer resides in the unit.

4. A written agreement to cure non-compliance with the community service and self-sufficiency requirement must provide that: (i) the non-compliant adult household member will cure the non-compliance by completing the additional number of hours needed to reach 96 hours community service and self-sufficiency activity over the twelve month period of the lease; and (ii) all other non-exempt adult household members are in compliance with the community service and self-sufficiency requirements, or longer no longer reside in the household.

5. Performance of the community service responsibilities does not relieve a household member from the Working Family obligations as described in the ACOP.

XIII. Recertification Requirements for Residents of Public Housing and LIHTC Units.

A. Annual Recertification.

1. General Recertification Requirement. The Management Agent will re-examine the continued eligibility for occupancy and the rent level of each resident of a Public Housing and LIHTC Unit at least once every twelve months. No less than 120 days before the anniversary date of the lease the Management Agent will notify the resident of the obligation to re-certify. The notice will propose a recertification appointment, will list the information required to complete the recertification, will provide information to the resident about rescheduling the appointment and the consequences of failing to keep the appointment.

2. Verification Procedures. All information, verifications and certifications required to determine continued eligibility and rent must be provided by the household in order to determine the amount of resident rent, and whether the household remains eligible for occupancy in the unit. Acceptable forms of verification are described in Exhibit C. At the recertification, the resident must provide accurate and current information on all factors affecting eligibility for continued occupancy and payment of rent, including the following:

(i) Family composition;

(ii) Sources and amounts of income and assets for all members of the household;

(iii) For residents of Public Housing Units, choice of income based rent or flat rent;

(iv) SSN, or certifications of lack of SSN for any household member without an SSN or certification;

(v) Verification of eligibility for any deductions from annual income;

(vi) For residents of Public Housing Units, compliance with the community service and Working Family requirements of the Development;

(vii) Student status.

(viii) Working family status.

(ix) For residents of Public Housing Units, citizenship or eligible immigration status.

B. Interim Recertifications for Residents of Public Housing Units.

1. Responsibility to Report Changes in Eligibility Factors. Residents of Public Housing Units must report an increase in income, a change in family composition, a change in Working Family status, and a change in any other factor affecting rent or eligibility for continued occupancy within 14 days of the change. The resident must complete the interim recertification within 30 days of the reported change. The Management Agent will provide the resident with a 30 day notice of any rent increase, and the rent increase will be effective on the first day of the month following the expiration of the 30 day notice.

2. Resident Request for Recertification. A resident may request an interim recertification in the following circumstances:

(i) A resident may request an interim recertification if there is a reduction in household income, an increase in allowances affecting adjusted income, a change in family composition, or other changes affecting the calculation of the resident rent.

(ii) A resident may at any time request a change from a flat rent to an income based rent based on hardship, as described in Section XI of the ACOP.

(iii) A resident may at any time request a hardship exemption from payment of minimum rent, as described in Section XI of the ACOP.

3. Other Reasons for Interim Recertification. If the Management Agent learns that the resident failed to report an increase in income, a change in family composition, a change in working family status, or any other factor affecting rent or eligibility for continued occupancy, the Management Agent will notify the resident in writing of the obligation to re-certify. The notice will require the resident to complete recertification within 10 days of the notice.

4. Verification Procedures.

(i) In the event that the results of the interim recertification does not require a transfer to another unit, verifications will be limited to those factors affecting resident rent,

including but not limited to family composition, sources and amounts of income and assets for all members of the household, working family status, and verification of eligibility for any deductions from annual income.

(ii) In the event that the interim recertification requires a transfer to another unit, the recertification is treated as a new application, and all factors affecting are subject to verification, including the factors described in Section XIII(A).

C. Effect of Recertification.

1. Notice. At the completion of an annual or interim recertification, the resident will be required to sign a Notice of Rent Adjustment/Household Composition which will be attached as an addendum to the Lease. One copy of the notice will be delivered to the Household and one copy will be kept in the Household's file. All notices delivered as the result of a recertification will advise the household of its right to discuss the proposed action with the Management Agent in an informal conference and to file a grievance if the family does not agree with the Management Agent's determination.

2. Recertifications Requiring Transfers. If any mandatory change of unit size is required, the Management Agent will place the household on a transfer waiting list and move the Household to the next available unit in the appropriate income tier and with the appropriate bedroom size. No transfer will occur and no rent adjustment will take effect until thirty (30) days after notice of such change has been delivered by The Management Agent.

3. Rent Adjustments for Residents of Public Housing Units.

(i) Completion of an annual recertification justifying a reduction in rent for a resident of a Public Housing Unit will be effective as of the first day of the month following the month in which the household completed the recertification. A reduction in rent resulting from a timely report of a change in circumstances and timely completion of the interim recertification will be effective as of the first day of the month following the month in which the household reported its decreased income. A reduction in rent resulting from an untimely report of a change in circumstances or a late completion of the interim recertification will be effective as of the first day of the month following the month in which the household completed the interim recertification.

(ii) If a change in circumstance justifies an increase in rent, then the Management Agent will provide the household at least 30 days advance notice before the rent increase takes effect.

(iii) In the event a household fails to report a change in circumstances on a timely basis resulting in a rent underpayment, the increase in rent shall be retroactive to the first of the month following the month in which the misrepresentation or the failure to report the change occurred.

(iv) Rent adjustments for Qualified Families shall be implemented utilizing the appropriate disregard of increased income described in Section XI(D) of the ACOP.

XIV. Termination of the Lease.

A. Termination of the Lease for Public Housing and LIHTC Units Based on Recertifications.

An annual or interim recertification may result in termination of the lease of a resident of a Public Housing or LIHTC Unit in the circumstances described in this paragraph.

1. Failure to cooperate in the recertification and verification process in a timely manner may result in termination of the lease and eviction.

2. Failure by a resident of a Public Housing Unit to report a change in family circumstances on a timely basis, or a failure to pay a retroactive rent increase may result in termination of the lease and eviction.

3. Refusal by a resident of a Public Housing Unit to accept a mandatory transfer to another Public Housing Unit may result in termination of the lease and eviction.

B. Over-Income Residents of Public Housing and LIHTC Units.

1. Except as otherwise set forth in this paragraph, in the event that the family income of a resident of a Public Housing or LIHTC Unit exceeds the income requirements of HUD regulations or Section 42, in sole discretion of the Management Agent, the Management Agent may:

(i) Terminate the tenancy of the resident and evict the household;

(ii) Offer the resident a transfer to a Market Rate Unit at a new rent; or

(iii) Offer the resident the opportunity to remain in the unit, and pay a market rate rent.

2. The Management Agent will not terminate the lease of an over-income resident of a Public Housing Unit where:

(i) The household has a valid contract for participation in the Family Self-Sufficiency Program; or

(ii) The family current receives an earnings disregard as a Qualified Family as defined in Section XI(D) of the ACOP.

C. Termination of the Lease Based on Failure to Maintain Working Family Status.

Where the Management Agent determines that the household no longer qualifies as a working family, the head or co-head of household must:

1. Achieve employment of at least 30 hours per week within 90 days of loss of employment; or

2. Enter in a work development program acceptable the Management Agent within ninety days of loss of employment.

A work development program will be acceptable if verification demonstrates to the Management Agent's reasonable satisfaction that the program is necessary for employment and will lead to stable, long term employment. The head of household or co-head of household must achieve employment of at least 30 hours per week within 90 days after completing the work development program.

D. Community Service Requirements.

1. If the Management Agent determines that any non-exempt occupant of a Public Housing Unit is not in compliance with the community service and self-sufficiency requirement, the tenant will be notified that the tenant's lease will not be renewed at the end of the twelve month period following the end of the last annual recertification unless the tenant and the non-compliant adult household member enter into a written agreement to cure the non-compliance. The tenant's lease will not be terminated if the non-compliant adult household member no longer resides in the unit.

2. A written agreement to cure non-compliance with the community service and self-sufficiency requirement must provide that: (i) the non-compliant adult household member will cure the non-compliance by completing the additional number of hours needed to reach 96 hours community service and self-sufficiency activity over the twelve month period of the lease; and (ii) all other non-exempt adult household members are in compliance with the community service and self-sufficiency requirements, or longer no longer reside in the household.

E. Pro-Rated Assistance and Deferral of Termination for Non-Citizen Public Housing Households.

1. When some but not all members of an resident family of a Public Housing Unit no longer qualify for eligible citizen or citizenship status due to a change in household composition or the immigration status of a household member, the family must be offered the opportunity to receive pro-rated assistance. No ineligible non-citizen may live in the unit without the advance approval of the Management Agent.

2. Where a resident permits an ineligible non-citizen to live in the unit without the advance approval of the Management Agent, rental assistance must be terminated for a period of 24 months. The failure to obtain the advance approval of the Management Agent may also constitute grounds for termination of the lease.

3. Temporary deferral of termination of assistance is available to: (a) an occupant household that no longer qualifies as a citizen or eligible non-citizen family because of changes in family composition; (b) to mixed households that do not qualify for continued assistance and choose not to receive pro-rated assistance; and (c) to households that are admitted pending the outcome of a DHS verification or appeal where the outcome of the DHS verification or appeal indicates that the household is not eligible for housing assistance. Temporary deferral may be granted if *one* of the following conditions is met:

(i) The family demonstrates that reasonable efforts to find other affordable housing of appropriate size have been unsuccessful; or

(ii) The vacancy rate for affordable housing of appropriate size is below 5% in the housing market area.

Termination of the rental assistance of a qualified non-citizen household shall be deferred for an initial period of six months. Temporary deferral of termination of assistance may be extended for two additional periods of six months each in the sole discretion of the Management Agent if the family demonstrates continued efforts to find other affordable housing. The aggregate deferral period may not exceed 18 months. The household must vacate the unit at the end of the deferral period, or any extension of the deferral period. At the end of each period of deferral, the Management Agent will provide the family with no less than 60 days advance written notice of the decision to extend the deferral of termination of assistance or to terminate assistance.

4. For households that qualify for pro-rated assistance, a written notice of reduction of rental assistance will be provided to a resident family no less than thirty days in advance of the effective date of the reduction. Any notice reducing the rental assistance will be delivered to the family's unit and by mailing the notice to the resident's usual mailing address by first class mail. The notice will: (i) specify the date the rental assistance will be reduced; (ii) state the reasons for reducing the rental assistance; (iii) state the amount of the new rent; (iv) advise the tenant that failure to pay the new rent may result in termination of the lease; and (v) advise the tenant that he or she may request an appeal under the provisions of Section XV of the ACOP, within 10 days of the date of the notice.

5. A family that qualifies for deferred termination will be notified at the beginning of each deferral period that the household is ineligible for occupancy. The notice will offer the family information about other affordable housing.

F. Shortfall in Revenues for Public Housing Units.

Continuing residency and lease terms for residents of Public Housing Units may be changed in the event there is a shortfall in revenues to the Owner from the operation of the Public Housing Units at the Development. In that event, the Owner and the CMHA will implement a plan to assure that the viability of City West as a mixed income rental community can be maintained without unnecessary hardship to low-income residents, excessive claims on scarce resources, or a marked deterioration in the physical condition of the property. If these efforts fail, then the Owner may take steps that will affect tenant rents or continued occupancy in the Public Housing Units at the Development, such as:

1. An increase in income-based rents above the amounts otherwise required by HUD regulations;

2. An increase in flat rents otherwise established by the Owner or ceiling rents established by the CMHA;

3. Provision of substitute housing to public housing residents by the CMHA, including provision of Section 8 rental assistance or other public housing outside of The Development;

4. Termination of public housing leases.

Any actions taken by the Owner are subject to Section 35 of the U.S. Housing Act, any implementing regulations, HUD approval, if required, and any agreements affecting the Development, including the Regulatory and Operating Agreement between the Owner and the CMHA. In the event the Owner must take any adverse action, the Management Agent will give each affected family and the CMHA no less than 30 days advanced notice. In no event will the Owner refer a household to a credit agency for any reason related to a shortfall in revenues for Public Housing Units.

G. Resident Termination of the Lease.

A resident household may terminate the lease by giving thirty days written notice to the Management Agent.

H. Termination for Violation of the Lease.

The Management Agent may terminate a lease only for the reasons set forth in the lease.

XV. Informal Conferences and Grievance Procedures.

The provisions of Section XV of the ACOP apply solely to applicants for or residents of Public Housing, LIHTC, and Moderate Income Units and do not apply to applicants for or residents of Market Rate Units. An applicant for a Public Housing, LIHTC, or Moderate Income Unit may appeal a decision by the Management Agent or the Owner by requesting an informal conference. A resident of a Public Housing, LIHTC, or Moderate Income Unit may appeal a decision by the Management Agent or the Owner by requesting an informal conference. A resident of Public Housing Unit who is dissatisfied with the outcome of an informal conference may appeal a decision by the Management Agent or the Owner by requesting a grievance hearing.

A. Grounds for Appeal.

An applicant or a tenant may request an appeal of a decision by the Management Agent in the following situations:

1. Denial or rejection of an application;

2. For occupants of Public Housing Units, disputes about the Management Agent's determination of the amount of tenant rent;

3. For occupants of Public Housing Units, denial of a request to switch from a flat rent or ceiling rent to an income-based rent;

4. For occupants of Public Housing Units, denial of a request for a hardship exemption from the obligation to pay minimum rent;

5. For occupants of Public Housing Units, denial of eligible citizenship or immigration status, or the amount of pro-rated rent for a mixed family;

6. Termination of the tenancy by the Management Agent;

7. Any other matter affecting admission to or continued occupancy of a Public Housing, LIHTC, or Moderate Income Unit.

B. Informal Conferences.

Any applicant for a Public Housing, LIHTC, or Moderate Income Unit whose application for admission is rejected may request an informal conference with the Management Agent within ten days of the date of the rejection letter. In addition, any resident of the Development may request an informal conference to discuss any the Management Agent action or proposed action that adversely affects the household. The Management Agent will schedule an informal conference with within five days of receiving the household's request. The informal conference will be held by a representative of the Management Agent who did not participate in the initial decision under appeal by the resident. Within two business days after the informal conference, the Management Agent will provide the household with a written summary of the informal conference, and the disposition of the family's complaint. Any written summary of an informal conference involving a resident of a Public Housing Unit will include a notice of the resident's right to make a written request for a Grievance Hearing, as described in Section XV(C).

C. Grievance Hearings.

1. A resident of a Public Housing Unit who is dissatisfied with the result of an informal conference may request a Grievance Hearing by delivering a written request to the Management Agent no more than five days after receiving the written results of an informal conference. Failure to request a Grievance Hearing within five days of receiving the written summary renders the informal conference decision final.

2. The Management Agent will schedule the grievance hearing within 15 days of the request. The complainant household will be provided with at least 10 days advance notice of the hearing. The hearing will be conducted by a the Management Agent employee that was not involved in the initial decision under appeal or in the disposition of the informal conference. Prior to the hearing, the complainant will have the right to review and make copies of the household's file. The household may be represented by a legal representative. The household may choose to present the grievance either in writing or verbally at the hearing. Failure to proceed with the grievance in writing or verbally at the hearing without good cause will result in dismissal of the grievance.

3. At the grievance hearing, the household may present evidence and arguments in support of the grievance, and may refute any evidence and arguments made by the Management Agent. The hearing will be informal, and the hearing officer may consider any evidence or testimony that is directly related to the facts and issues raised in the grievance. Within five days

of the grievance hearing, the hearing officer will issue a final written decision, which will be mailed to the complainant and delivered to the Management Agent.

D. Claims for Unpaid Rent.

1. Escrow Requirement. Before a hearing is scheduled in any grievance where the Management Agent claims rent is due, a tenant of a Public Housing Unit must pay an escrow deposit. The amount of the escrow shall be equal to the amount of rent payable as of the first day of the month preceding the month in which the Management Agent asserts that the household failed to pay rent. The household must continue to make the monthly escrow deposit each month until the grievance hearing is decided. The escrow requirement shall not apply to any grievance in which the resident claims that the Management Agent incorrectly calculated imputed welfare income counted for purposes of determining an income based rent.

2. Waiver of Escrow. The Management Agent shall waive the escrow requirement if the resident establishes a financial hardship under the standards set forth in Section XI(A)(3).

E. Lease Terminations Due to Violent or Criminal Behavior.

The procedures for informal conferences and grievance hearings shall not apply to any termination of a tenancy based on any violent or drug-related criminal activity on or off the premises of the Development; any other criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents of the Development, neighbors of the Development, the Owners, the Management Agent or the employees of the Owners or the Management Agent; or any activity resulting in a felony conviction.

EXHIBIT A

ELIGIBILITY REQUIREMENTS AND PREFERENCES BY PHASE

The following table describes the Owners of each Phase of City West. It also depicts the target mix of incomes and any eligibility requirements applicable to the individual Phases of the Development. Within each Phase, the target mix of incomes is established with preferences for selection to designated Public Housing, LIHTC and Moderate Income Units by income tier. References to income tiers are to the area median income ("AMI") levels established by HUD. The preferences set forth in Exhibit A shall at all times be consistent with the use restrictions in effect for each Phase of City West.

Type of Unit	Number of Units	Income Tier
Laurel Homes Phase I **CMHA/TCB Laurel Homes Phase I Limited Partnership, Owner**		
Public Housing Units Tier 1	15	At or below 35% AMI
Public Housing Units Tier 2	30	Between 20% and 40% AMI
Public Housing Units Tier 3	17	Between 20% and 50% AMI
LIHTC Units Tier 1	12	Between 30% and 5% AMI
Market Units	74	None
Laurel Homes Phase II **CMHA/TCB Laurel Homes Phase II Limited Partnership, Owner**		
Public Housing Units Tier 1	12	At or below 35% AMI
Public Housing Units Tier 2	7	At or below 40% AMI
LIHTC Units Tier 1	18	At or below 50% AMI
Market Units	19	None
Laurel Homes Phase IV **CMHA/TCB Laurel Homes Phase IV Limited Partnership, Owner**		
Public Housing Units Tier 1	26	At or below 35% AMI
LIHTC Units Tier 1	9	At or below 50% AMI
Market Units	24	None

Type of Unit	Number of Units	Income Tier
Lincoln Court Phase I **Lincoln Court II Limited Partnership, Owner** **Designated for Occupancy By Elderly Families.**		
Public Housing Units Tier 1	44	At or below 40% AMI
Public Housing Units Tier 2	3	At or below 35% AMI
LIHTC Units Tier 1	7	At or below 35% AMI
Lincoln Court Phase II **Lincoln Court II Limited Partnership, Owner**		
Public Housing Units Tier 1	56	At or below 40% AMI
Moderate Income Units	22	Between 60% and 80% AMI
Market Units	36	None
Lincoln Court Phase III **Lincoln Court III Limited Partnership, Owner**		
Public Housing Units Tier 1	8	At or below 35% AMI
Public Housing Units Tier 2	16	At or below 40% AMI
Public Housing Units Tier 3	16	At or below 50% AMI
Moderate Income Units	9	Between 60% and 80% AMI
Market Units	9	None
Lincoln Court Phase IV **Lincoln Court IV Limited Partnership, Owner**		
Public Housing Units Tier 1	19	At or below 35% AMI
Public Housing Units Tier 2	23	At or below 40% AMI
Public Housing Units Tier 3	15	At or below 50% AMI
Public Housing Units Tier 4	6	At or below 55% AMI
Moderate Income Units	13	Between 60% and 80% AMI

Type of Unit	Number of Units	Income Tier
Market Units	15	None
Laurel Homes Phase V **CMHA/TCB Laurel Homes Phase V Limited Partnership, Owner**		
Public Housing Units Tier 1	16	At or below 25% AMI
Public Housing Units Tier 2	15	Between 25% and 30% AMI
Public Housing Units Tier 3	16	Between 30% and 35% AMI
Public Housing Units Tier 4	6	Between 35% and 60% AMI
Market Units	53	None

EXHIBIT B

REASONABLE ACCOMMODATION POLICY

REASONABLE ACCOMMODATION POLICY

The policy of the Management Agent is to provide "reasonable accommodations" to all individuals with disabilities unless such accommodation would present an undue hardship and/or unreasonable financial or administrative burden. In such cases where a request for reasonable accommodation may present an undue hardship or financial/administrative burden for the organization, the Management Agent will attempt to propose alternative solutions and/or accommodations, which do not create a hardship.

Each property may provide reasonable accommodations by making structural alterations to an existing facility or, if an equivalent result can be achieved, by other means such as by the employment of auxiliary aids or by the utilization of the Management Agent's apartment transfer policy. Every consideration will be given to recommendations made by the person requesting the accommodation in achieving the desired end result. Due to the varied and individualized needs of persons with disabilities, each request for modification will be considered on an individual basis.

The policy of the Management Agent in making "Reasonable Accommodations" for persons with disabilities is most commonly applied in the following situations:

- to accommodate an applicant who has been offered a job or a current employee, by making the workplace accessible to and usable by that person;
- to make programs, services, activities, non-housing facilities and. common spaces accessible to and usable by persons with disabilities;
- to accommodate an applicant or tenant who requires modifications to an inaccessible dwelling unit.

When physical alterations or modifications are required to provide reasonable accommodations; such accommodations will be made to the maximum extent feasible to provide a unit, common area, or work space that is readily accessible to and usable by the individual requesting the accommodation given the resources of the development. You are only obliged to provide a device that meets the functional requirements, not a "top of the line" item.

The provision of reasonable accommodations shall be consistent with the capabilities and resources available to each property to the extent that such reasonable accommodations does not impose undue financial and or administrative burden on the development.

In no case will a property make a "reasonable" physical modification it considers to be a "financial or administrative burden" or an "undue hardship." However, under state law, if an accommodation would pose an undue hardship, a landlord is still required to provide this accommodation if the person with the disability agrees to pay for it.

When capabilities and resources are insufficient in providing reasonable accommodations, a search will be conducted to locate other resources and/or similar situations where reasonable accommodations have been applied, prior to concluding that any request for same constitutes an "undue hardship". If a request for a unit modification is found to create an "undue hardship," the nature of the burden or hardship must be documented and you should direct the applicant or resident to any alternative housing in other areas.

Lease Housing Programs

If an applicant is unable to afford the cost of modifications', a third party willing to pay for the modifications is considered no different than the applicant being willing to pay for the modification. If the modification is substantial, you can request that money be placed in an escrow account to cover the cost of returning the unit to its original state *if the modification adversely impacts the value or marketability of the unit.* Changes which do not affect value or marketability do not require an escrow account.

Request Procedure

Request for physical modifications to units must be made first to the Site Manager. Request forms for reasonable accommodation are available at the offices of the Management Agent, located at 95 Berkeley St. in Boston or at the Site The Management Agent office. Assistance will be provided to any person needing help in preparing and/or filling out the "REASONABLE ACCOMMODATION REQUEST FORM."

The request must provide the basis for the modification and the exact changes being requested. You have the right to verify the fact that the individual has a disability which requires the accommodation requested. It should be understood that this verification is solely for the purpose of determining the most appropriate reasonable, or alternatively acceptable, accommodation.

Determinations regarding reasonable requests for accommodations and/or any questions regarding the Management Agent reasonable accommodation policy may be reviewed and/or resolved by a member of the Management Agent's Section 504 Coordination Committee.

SCREENING POLICY AND PROCEDURE FOR APPLICANTS WITH DISABILITIES

A. GENERAL POLICY

It is the intent of the Management Agent to encourage the participation of disabled persons to the maximum extent feasible in all its programs.

B. PROCEDURES

1. Notification as to the Management Agent Reasonable Accommodation Policy

All applicants for housing shall be informed as to the Reasonable Accommodation Policy for Persons with Disabilities. Applicants shall be given the opportunity to self-identify as an individual with a disability and to request a reasonable accommodation at any time during the application process. You have the right to verify the presence of a disability if an applicant is requesting either a reasonable accommodation or housing for which the presence of a disability is a basis for eligibility. Staff should consult with a member of the Management Agent's Section 504/ADA Committee.

2. Program Eligibility and Qualification

An applicant's eligibility for housing programs shall be in strict conformance with tenant selection plan for the property to which the application is being made.

Applicants with disabilities have to meet the same income eligibility tests as do non-disabled applicants. For applicants with disabilities who do not qualify for housing on the basis of income, you may assist these persons by referring them to other housing providers with compatible income eligibility requirements.

Procedures for determining tenant selection priority and preference for applicants with disabilities shall be conducted in a manner consistent with the tenant selection plan for the property. Disabled applicants do not have priority preference per se.

3. Ability and Willingness to Meet Lease Requirements

Notwithstanding the presence of a disability, all applicants for housing owned, managed, or administered by you must be able to demonstrate that they are capable by virtue of past rental history, etc. of complying fully with the terms and conditions of their dwelling unit lease. To the extent allowed under the law and HUD regulations, it is the policy of the Management Agent to conduct a thorough screening of all applicants for housing, utilizing the screening, documentation, verification guidelines and standards set forth below.

4. Screening Criteria

The procedures that the Management Agent utilized for pre-occupancy screening for applicants shall be the same for both disabled and non-disabled applicants. Applicants will not be accepted for tenancy if the agency can document:

(i) Past record of demonstrated behavioral problems in their tenancies (including those which may be the result of a disability's manifestation or active alcohol abuse), as verified by past landlord and other reference checks, indicating an inability to comply with the terms of the lease, including but not limited to:

a. history of non-payment of rent
b. past "for cause" evictions
c. other documented behavioral problems which strongly indicate an inability to comply with lease provisions
d. poor credit/ineligible as a result of credit/financial screening

(ii) Illegal drug use or the manufacture/distribution of illegal substances as well as evidence of active substance abuse.

Notwithstanding the obligation to "screen-out" applicants for tenancy for "just cause" during the screening process, you need to adhere to the following guidelines concerning applicants who have either self-identified as a person with a disability or who have requested a "reasonable accommodation" at any time during the pre-occupancy screening process:

5. Guidelines for Staff During Pre-Occupancy Applicant Screening

(i) All applicants for tenancy will be informed of the Management Agent's reasonable accommodation policies concerning persons with disabilities which includes the right of any applicant to self-identify as a person with a disability and/or to request a reasonable accommodation prior to, during, or after the application process has commenced;

(ii) When requested by the applicant, or as mutually agreed to by the applicant and the Management Agent, "stand-ins," aides, interpreters, and other individuals who might assist the applicant, will be allowed. In general, the applicant will be expected to determine the nature and specifics of such assistance although the Management Agent will make every attempt to provide such assistance for applicant when requested;

(iii) All applicants for tenancy will be asked questions concerning their ability to comply with the terms of the lease in a uniform and non-discriminatory manner;

(iv) Unless the presence of a disability is a pre-condition for eligibility, as might be the case for an under 62 year of age applicant applying for elderly/handicapped housing or a person applying for a development or unit specifically designed for certain types of disabilities, no questions will be asked concerning the presence, nature, and/or severity of an applicant's disability;

(v) If an applicant makes a request for a reasonable accommodation due to the presence of a disability, it is the Management Agent's practice to only ask those questions and to only seek the necessary documentation to provide the applicant* with the most suitable and available housing and/or most appropriate accommodation;

(vi) Absolutely no questions will be asked, and no attempt will be made by you, to determine or assess whether an applicant for tenancy can "live independently;"

(vii) Any applicant rejected for tenancy has the right to grieve such decision to the Management Agent under its grievance procedures and all applicable provisions of the Management Agent's reasonable accommodation policy.

6. Documentation Standards

the Management Agent needs to maintain clear documentation regarding any individual (applicant or resident) who self-identifies him/herself as a person with a disability, and/or who requests a reasonable accommodation (see Form for Self-Identification of An Individual with Disabilities and Request for Reasonable Accommodation as sources for documentation).

7. Methods of Verification

Notwithstanding the nights of disabled persons for reasonable accommodation and their legitimate expectation for non-discriminatory practices on the part of the Management Agent, applicants with disabilities shall be required to submit to the same verification standards as would other non-disabled applicants. Additionally, the Management Agent has an affirmative obligation to verify an applicant's disability and/or to determine the reasonableness of the accommodation being requested in instances when an individual self-identifies himself as an individual with a disability and/or requests a reasonable accommodation.

You have the right to verify an applicant's disability when the presence of a disability is relevant to program eligibility/priority preference or self-disclosed for reason of an accommodation; however, you do not have a right to inquire beyond what is necessary to determine either eligibility/priority issues and/or to determine the "reasonableness" or "appropriateness" of an accommodation request.

NON-TRADITIONAL HOUSING REFERENCE
(Any living arrangement* that is not regular publicly or privately owned housing.)

TO: _____ RE: (List all persons who will be on lease)

_____
_____
_____
_____
_____
_____
_____

PLEASE RETURN TO: _____
_____
_____

TO APPLICANT: In order to be accepted, an applicant must have a good tenancy record – for paying rent, maintaining the apartment, not interfering with neighbors, no housing-related criminal activities, including current illegal drug abuse, and cooperation in supplying income and other verification necessary to establish that his or her history otherwise suggests that they are willing and able to comply with the lease. An applicant with a past tenancy problem related to a disability may provide information regarding "mitigating circumstances" (an explanation of what happened and reasons why it is not likely to happen again) or may ask for a "reasonable accommodation" (something a landlord can do to enable the tenant to meet the lease requirement or something a service agency or someone else will do to enable the tenant to meet the lease requirements or something a service agency or someone else will do to enable the tenant to meet lease requirements). You can choose to explain any problem and ask for a reasonable accommodation now or you may do it later if the tenancy history is leading to or does result in a rejection. The Optional Questions enable you to do that now if you choose. Disclosing you have a disability is completely voluntary. If you choose to disclose that you have a disability is completely voluntary. If you choose to disclose that you have a disability in order to explain your tenancy history, this information will be kept completely confidential and used only in respect to mitigating circumstances or reasonable accommodation.

TO REFERENCE SOURCE: I am applying for housing authorize the release of all non-optional information requested below. I understand signing this release is voluntary and the information is to be used only for purposes of housing and will be kept in a confidential file.

Signature of applicant/guardian:
_____ Date: _____

OPTIONAL: I request that you answer the optional questions.

Signature of applicant/guardian:
_____ Date: _____

Are you sufficiently acquainted with the above applicant to respond to the questions below?

_____

* DOES NOT INCLUDE A MEDICAL FACILITY

1. Please check type of facility in which the above applicant lived.
Apartment [ ] House [ ] Rooming House [ ] Shelter [ ]
Other (Please Explain) _____

2. For what period within the past 5 years did applicant live at this address?

3.

From: _____ To: _____

4. While living in your facility, did the applicant, family members or guests fail to abide by house rules and regulations? If yes, please explain.

_____
_____
_____
_____

Optional Question: If yes, do you have any reason to believe that the above behavior is not likely to recur? Please explain.

_____
_____
_____

4. Did the applicant, family members, or guests interfere with the rights of other persons' comfort, safety, privacy, security or peaceful enjoyment within the last 5 years (threaten, assault, exhibit public sexual behavior, or behave in an unduly loud and disruptive manner, etc.)? If yes, please explain.

_____
_____
_____

Optional Question: If yes, do you have any reason to believe that the above behavior is not likely to recur? Please explain.

_____
_____
_____

5. Has the applicant demonstrated that s/he would be willing and able to pay rent and meet other financial obligations in a timely manner? If not, please explain.

_____
_____
_____
_____

Is any money still owed?

_____

_____

Optional Question: If yes, do you have any reason to believe that the above behavior is not likely to recur? Please explain._____

_____

Optional Question: If yes, do you have any reason to believe that the above behavior is not likely to recur? Please explain.

_____

_____

6. Did the applicant, family members or guests damage any property? If yes, please explain. _____

_____

_____

_____

Was any damage paid for? _____

Optional Question: If yes, do you have any reason to believe that the above behavior is not likely to recur? Please explain._____

_____

7. Did applicant take proper care of space/property assigned to him/her? If no, please explain.

_____

_____

_____

Optional Question: If yes, do you have any reason to believe that the above behavior is not likely to recur? Please explain._____

_____

8. To your knowledge, have the applicant, family members or guests engaged in any illegal drug or paraphernalia possession or distribution? If yes, please explain, including the source of your knowledge.

_____

_____

_____

9. To your knowledge, have the applicant, family members or guests engaged in any other housing-related illegal activities? If yes, please explain, including the source of your knowledge.

_____

_____

_____

Optional Question: If yes, do you have any reason to believe that the above behavior is not likely to recur? Please explain._____

_____

10. To your knowledge, have the applicant, family members or guests engaged in careless smoking, cooking or other behavior which could endanger him/her or others? If yes, please explain.

_____

_____

Optional Question: If yes, do you have any reason to believe that the above behavior is not likely to recur? Please explain._____

_____

11. To your knowledge, is there any reason to believe that applicant, family members or guests would not abide by the conditions of tenancy in a multi-family housing development? If yes, please explain.

_____

_____

_____

Optional Question: If yes, do you have any reason to believe that the above behavior is not likely to recur? Please explain._____

_____

SIGNED: _____ PHONE: _____

TITLE: _____ DATE: _____

ADDRESS: _____

_____

TRADITIONAL HOUSING REFERENCE

TO: _____ RE: (List all persons who will be on lease)

_____
_____
_____
_____
_____
_____

PLEASE RETURN TO: _____
_____
_____

TO APPLICANT: In order to be accepted, an applicant must have a good tenancy record – for paying rent, maintaining the apartment, not interfering with neighbors, no housing-related criminal activities, including current illegal drug abuse, and cooperation in supplying income and other verification necessary to establish that his or her history otherwise suggests that they are willing and able to comply with the lease. An applicant with a past tenancy related to a disability may provide information regarding "mitigating circumstances" (an explanation of what happened and reasons why it is not likely to happen again) or may ask for a "reasonable accommodation" (something a landlord can do to enable the tenant to meet the lease requirements or something a service agency or someone else will do to enable the tenant to meet the lease requirements or something a service agency or someone else will do to enable you to meet lease requirements). You can choose to explain any problem and ask for a reasonable accommodation now or you may do it later if the tenancy history is leading to or does result in a rejection. Disclosing you have a disability is completely voluntary. If you choose to disclose that you have a disability in order to explain your tenancy history, this information will be kept completely confidential and used only in respect to mitigating circumstances or reasonable accommodation.

TO REFERENCE SOURCE: I am applying for housing and authorize the release of the information requested below. I understand signing this release is voluntary and that the information is to be used only for purposes of housing and will be kept in a confidential file.

Signature of applicant/guardian: _____
Date: _____

1. Please check type of facility in which the above applicant lived.

Apartment [ ] House [ ] Rooming House [ ] Shelter [ ]
Other (Please Explain) _____

2. For what period within the past 5 years did applicant live at this address?
From: _____ To:
_____

3. While living in your facility, did the applicant, family members or guests fail to abide by house rules and regulations? If yes, please explain.

_____
_____
_____
_____

Optional Question: If yes, do you have any reason to believe that the above behavior is not likely to recur? Please explain.

_____
_____
_____

4. Did the applicant, family members, or guests interfere with the rights of other persons' comfort, safety, privacy, security or peaceful enjoyment within the last 5 years (threaten, assault, exhibit public sexual behavior, or behave in an unduly loud and disruptive manner, etc.)? If yes, please explain.

_____
_____
_____
_____

5. Did the applicant pay rent and meet other financial obligations in a timely manner? If not, please explain.

_____
_____
_____
_____

Is any money still owed?

_____
_____

6. Did the applicant, family members or guests damage any property? If yes, please explain. _____

_____

_____

_____

Was any damage paid for? _____

7. Did applicant take proper care of space/property assigned to him/her? If no, please explain.

_____

_____

_____

8. To your knowledge, have the applicant, family members or guests engaged in any illegal drug or paraphernalia possession or distribution? If yes, please explain, including the source of your knowledge.

_____

_____

_____

9. To your knowledge, have the applicant, family members or guests engaged in any other housing-related illegal activities? If yes, please explain, including the source of your knowledge.

_____

_____

_____

Optional Question: If yes, do you have any reason to believe that the above behavior is not likely to recur? Please explain._____

_____

10. To your knowledge, have the applicant, family members or guests engaged in careless smoking, cooking or other behavior which could endanger him/her or others? If yes, please explain.

_____

_____

Optional Question: If yes, do you have any reason to believe that the above behavior is not likely to recur? Please explain._____

_____

11. To your knowledge, is there any reason to believe that applicant, family members or guests would not abide by the conditions of tenancy in a multi-family housing development? If yes, please explain.

_____

_____

_____

Optional Question: If yes, do you have any reason to believe that the above behavior is not likely to recur? Please explain._____

_____

SIGNED: _____ PHONE: _____

TITLE: _____ DATE: _____

ADDRESS: _____

_____

_____

NOTICE OF RIGHT TO REASONABLE ACCOMMODATION

If you have a disability and as a result of your disability you need…

- a change in the rules or policies or how we do things that would give you an equal chance to live here and use the facilities or take part in programs on site,

- a change or repair in your apartment or a special type of apartment that would give you an equal chance to live here and use the facilities or take part in programs on site,

- a change or repair to some other part of the housing site that would give you an equal chance for your to live here and use the facilities or take part in programs on site,

- a change in the way we communicate with you or give you information

You may ask for this kind of change, which is called a REASONABLE ACCOMMODATION

If you can show that you have a disability and if your request is reasonable (*does not pose "an undue financial or administrative burden"), we will try to make the changes you request.

We will give you an answer within 30 days of our receiving any necessary verification unless there is a problem getting the information we need or unless you agree to a longer time. We will let you know if we need more information or verification from your or if we would like to talk to you about other ways to meet your needs.

If we turn down your request, we will explain the reasons and you can give us more information if you think that will help.

If you need help filling out a REASONABLE ACCOMMODATION REQUEST FORM or if you want to give us your request in some other way, we will help you.

You can get a REASONABLE ACCOMMODATION REQUEST FORM at this office.

NOTE: All information you provide will be kept confidential and be used only to help you have an equal opportunity to enjoy your housing and the common areas.

- In simple language this legal phrase means if it is not too expensive and too difficult to arrange

REQUEST FOR A REASONABLE ACCOMMODATION

Name: _____ Phone: _____
Address:

_____

_____

1. The following member of my household has a disability as defined below: (A physical or mental impairment that substantially limits one or more major life activities; a record of having such an impairment; or being regarded as having such an impairment.)

   Name: _____

   2. As a result of his/her disability, the following change or changes is/are requested so that (the person listed) can live here as easily or successfully as the other residents. Check the kind of change(s) you need.

   [ ] A change in my apartment or other part of the housing complex.

   [ ] A change in the following rule, policy or procedure. (Note: You may ask for changes in how you meet the terms of the lease, but everyone must continue to meet the terms of the lease.)

   3. I need this reasonable accommodation so that I can:

   _____

   _____

   4. You may verify that I have a disability and my need for this request by contacting:

   Name: _____
   Address: _____
   Phone: _____

5. If you asked for a change to your apartment or to the housing complex, please use this space to list any company or organization that might help us locate or build anything special that you need. (If you don't know of any, we will try to get this information ourselves.)

I give you permission to contact the above individual for purposes of verifying that I or a family member has a disability and needs the reasonable accommodation requested above. I understand that the information you obtain will be kept completely confidential and used solely to determine if you will provide an accommodation.

Signed _____ Date: _____

SAMPLE: LETTER TO A TENANT FOR A MEETING ABOUT REASONABLE ACCOMMODATION

Dear _____,

We have received your request for a reasonable accommodation. It would help us make our decision if we could meet with you. You may bring someone to help you to the meeting.

We would like to meet on (date, time, place). If you cannot come at that time, please call us at _____ to arrange another time.

At this meeting, we will talk about (describe issue simply and clearly including specific questions, if any). [See example below].

Please come ready to talk about the changes you requested. Please bring copies of any information you think might help us understand what you need.

We look forward to meeting with you. Thank you.

EXAMPLE:

At the meeting we would like to discuss the assistive listening device you want us to put in the community room. We would like to learn more about the system you need and whether this is the only alternative that will work for you. Since the changes you asked for cost over $4,000 and may be too expensive, we would like to talk about other possible ways to effectively meet your needs.

SAMPLE: REQUEST TO TENANT FOR MORE INFORMATION OR VERIFICATION RE: A REASONABLE ACCOMMODATION REQUEST

Dear _____,

We have received your request for a reasonable accommodation. We need to know more about [issue, in clear and simple language] before we can decide.

We need to know because [reason, in clear and simple language].

Some ways you could give us more information are [acceptable means of verification]. If these ways are a problem for you, there may be some other ways to provide the information we need. We will be happy to talk to you about other ideas you may have.

We will not make a decision until we have this new information.

If you think that you have already given us this information or if you think we should not ask for this kind of information, please call us at _____. Please call if you have any other questions. Thank you.

Examples of issues and why a housing provider needs to know more.

- Issue: Please explain why you need a washer in your apartment when the laundry room is accessible.
  Reason: We need to provide a washer in the apartment only if you can't do laundry without it.

- Issue: Usually tenants just drop off rent checks without discussion. Explain why you need a sign language interpreter when you do this.
  Reason: We will provide communication assistance if you show it is necessary because there is something important you have to communicate each time.

- Issue: You asked for an audio loop in the community room. Could you tell us where to buy them and the model number and cost of what you need, if you know it?
  Reason: We need to know exactly what you need and we would like to find the least expensive equipment that will effectively meet your needs.

SAMPLE: DENIAL OF REQUEST FOR REASONABLE ACCOMMODATION

Dear _____,

You requested the following change or reasonable accommodation: [describe request]/ We have denied your request because:

[ ] You do not meet the definition of a person with a handicap/disability and we are not required to provide a reasonable accommodation.

[ ] We think the accommodation you requested is not reasonable because:

[ ] You do not need this accommodation in order to enjoy or participate equally in our housing.

[ ] It will cost too much money and/or is more work than our staff can do (an undue financial and/or administrative burden).

[ ] It will change the fundamental nature of our program.

We decided this because [give facts in clear, simple language].

To make this decision we [list documents or records reviewed, people spoken with, and other aspects of investigative process].

If you disagree with this decision, you may request an informal meeting by calling this office at _____ or requesting in writing within 5 business days of your receipt of this letter.

Example: Why a request might be unreasonable.
We cannot walk your dog for you. Although your disability requires you to have a dog, you will have to care for the dog because it is not reasonable to expect a landlord to do this for you.

You asked us to ban children from playing in the courtyard because the noise upsets you. We can't do this because the playground equipment is in the courtyard and the children need a place to play.

Example: Description of facts.
You said you walked to work each day. This is a half mile. It is only a block to the rental office. Since this is shorter, we think you can bring your rent check to the office.

Example: What verification source said.
You asked us to call your physical therapist (name) to verify that you are being treated for an injury that prevents you from walking to the office. However, she said you can walk one block now and that soon you would have no limitations. You then told us that you can walk to the office, but that it is a "bother."

Example: Unlikely to be effective.
You asked us to let you have time to try a new medication, which will keep you from disturbing your neighbors by banging on the wall. However, you did not keep your last agreement to take medication.

SAMPLE: REASONABLE ACCOMMODATION APPROVAL NOTICE

Dear _____,

We have approved your request for the following change or reasonable accommodation: [description].

[ ] We can provide this accommodation by _____ (date).

[ ] To make the change you requested, we must have bids and then arrange installation so we cannot make the change immediately. We will let you know the date as soon as we have that information.

[ ] Other reason for delay.

Please call us at _____ if you have any questions.

If you think this accommodation will not meet your needs or will take too long to provide, you may request an informal meeting by calling this office at _____ or requesting in writing within 5 business days of your receipt of this letter.

LETTER TO VERIFICATION SOURCE FOR A REASONABLE ACCOMMODATION REQUEST

Dear _____,

Enclosed is a form signed by _____ asking you to verify his or her disability and need for a reasonable accommodation in his or her housing.

State and federal laws require housing providers to make reasonable accommodations or changes to either the apartment, other parts of the housing complex, or to house rules, policies and procedures (not essential terms of the lease) if such changes are necessary to enable a person with a disability to have equal access to, and enjoyment of, the apartment, and other facilities or programs at the site. Please note that such changes must be necessary as a result of the person's disability.

The applicant or tenant in question has requested the accommodation described on the enclosed form. Please indicate on that form whether the individual has a disability within the definition provided and the accommodation is necessary and will achieve its stated purpose. You may also add any other information that would be helpful in making the right accommodation for this person. If part of the applicant/tenant's reasonable accommodation plan includes services to be provided by your organization, please indicate whether your organization will provide those services.

This form should <u>not</u> be used to discuss the person's diagnosis or any other information that is not <u>directly relevant</u> to the request for an accommodation.

Please note that the applicant/tenant has signed the form requesting you to answer the questions. You can call _____ at _____ if you have any questions. Thank you.

Please return the form to:

CERTIFICATION OF NEED FOR REASONABLE ACCOMMODATION
OR SPECIAL UNIT

Tenant or Applicant Name:

_____

Address:_____

_____

Phone:_____

I have applied for housing and request that you fill out the following certification.

Signed: _____ Date: _____

PLEASE RETURN TO:

---

1. In my opinion, the Applicant or Tenant has a disability as defined below.

[ ] YES [ ] NO

A) A physical or mental impairment that substantially limits one or more major life activities.
B) A record of having such an impairment.
C) Being regarded as having such an impairment.

---

2. In my opinion, the Applicant's or Tenant's disability requires that a wheelchair accessible unit be made available to the Applicant or Tenant.

[ ] YES [ ] NO

3. In my opinion, the Applicant's or Tenant's disability requires that other physical modifications to the unit or common area or reasonable accommodations to the rules and policies of the housing development be made in order for the Applicant or Tenant to have equal opportunity to live successfully in this housing.

[ ] YES [ ] NO

On the next page, please describe the special housing features, types of physical adaptations, or accommodations in rules or policies which are needed, or verify that the enclosed description of needed

changes; requested by the Applicant or Tenant, are necessary for equal enjoyment of the housing opportunity as a result of his/her disability.

[ ] The following change to the apartment or common area or to policies and procedures is necessary as a direct result of the Applicant/Tenant's disability for the Applicant or Tenant to have an equal housing opportunity.

_____

_____

_____

_____

OR

[ ] I do not believe the applicant/tenant needs a change to the apartment or common area or to policies and procedures as a result of his/her disability to have an equal housing opportunity.

OR

[ ] I verify that the enclosed request for changes to the unit or common area or to policies and procedures is necessary for the above named person, as a result of his/her disability to have equal housing opportunity. Please initial request above.

[ ] I cannot verify that the enclosed request is necessary for changes to the unit or common area or to policies and procedures for the above named person, as a result of his/her disability to have equal housing opportunity. Please initial request above.

Please indicate, if known, where any specialized equipment may be obtained.

_____

_____

_____

Date: _____

Signature_____

Title of Physician or Professional _____

Address _____

Phone _____

If you have any questions about filling out this form, please call:

_____

SAMPLE: REQUEST FOR CONSIDERATION OF MITIGATING CIRCUMSTANCES

Applicant/Tenant Name: _____ Phone: _____

Address: _____ City: _____ Zip: _____

I have a disability. I request that you consider the following reasons why the problems that caused you to reject my application or send me a lease violation or eviction notice are a result of my disability and why they are not likely to happen again. These are the mitigating circumstances.

1. I think the problem happened as a result of my disability. This why my disability resulted in the problem.

_____
_____
_____
_____
_____

2. I think the problem is not likely to happen again because:

[ ] The things described below have changed in my life. (Please describe.)

_____
_____
_____
_____
_____

OR

[ ] A housing provider giving me a reasonable accommodation is likely to solve the problem. (Please describe or attach a REASONABLE ACCOMMODATION REQUEST form.)

_____
_____
_____
_____
_____

3. You can verify that the problem for which I would be rejected or evicted from housing was as a result of my disability by contacting:

Name: _____ Phone: _____

Address: _____

_____

4. You can verify reasons that I think the problem isn't likely to happen again and that I will be likely to continue doing what I need to do to avoid these problems by contacting:

Name: _____ Phone: _____

Address: _____

_____

5. You can verify that the reasonable accommodation request I made is necessary for me because of my disability and likely to solve the problem by contacting:

Name: _____ Phone: _____

Address: _____

_____

SAMPLE: MITIGATING CIRCUMSTANCES VERIFICATION

Dear _____,

Enclosed is a form signed by _____
explaining that s/he:

[ ] should not be rejected from housing on the basis of

_____
_____
_____
_____
_____

in his/her previous living situation;

OR

[ ] should not be evicted from housing for

_____
_____
_____
_____
_____

Usually a person with this kind of tenancy problem is not accepted for housing or faces a possible eviction; however, state and federal law require that a person with a disability be given an opportunity to show that: 1) the problem was a result of the disability, and either 2) something has happened since then that would make the problem unlikely to recur, or that as a result a reasonable accommodation (change in the apartment, building complex, rules or procedures – but not essential lease provisions) the former problem would be unlikely to recur.

Please fill out the enclosed form so that we can verify whether the problem was a direct result of the applicant/tenant's disability and whether the applicant/tenant's explanation as to why the problem is unlikely to recur is convincing.

Please call me at _____ if you have any questions.

PLEASE RETURN THE ATTACHED FORM TO:

Thank you.

I verify the following:

1. [ ] that (name of person)'s tenancy problem, (state problem) was a result of his/her disability.

2. [ ] that the problem is not likely to happen again because something has changed.

a. [ ] If you place a check here, please describe below your reasoning.

_____
_____
_____
_____
_____
_____

3. [ ] that the problem described above is not likely to recur if (name of person) is provided (list reasonable accommodation).

a. [ ] If you place a check here, please describe below your reasoning.

_____
_____
_____
_____
_____
_____

Date: _____

Signature: _____

Title: _____

Address: _____

Phone: _____

ACCESSIBLE UNITS POLICY

In the event that an accessible unit becomes available, preference will be given to a current tenant in the building who requires, and has requested, a unit with the design features of the unit available.

In the event no tenant is available for transfer, the "next" applicant on the waiting list that would require, and has requested, a unit with the design features offered in an accessible unit would be contacted.

In the case of an available accessible unit when no qualified applicant has applied:

> The development will market to individuals with disabilities (using the development's fair marketing plan) before filling an accessible unit with someone who doesn't need its features. If after marketing, there is no applicant who needs the accessible features, then the unit will be offered to the next qualified applicant on the waiting list. This applicant will be required to complete a lease addendum form, whereby they agree to transfer to a comparable non-accessible unit within the development should a tenant or applicant need an accessible unit.
>
> If, after occupying the accessible unit, the tenant's physical condition changes and the tenant would now benefit from continued occupancy in the accessible unit, this addendum form would be waived and no longer be required.
>
> Failure to accept or move to the offered unit shall be deemed material non-compliance with the Occupancy Agreement and be cause for termination of the Agreement.

LEASE ADDENDUM

Resident acknowledges that the unit now occupied by Resident was specifically designed and adapted for occupancy for persons with physical disabilities needing accessible units. Resident further acknowledges that Resident does not need an accessible unit and that The Management Agent retains the right to allocate accessible units to those who have the greatest needs for such units. Resident agrees that should another existing resident, or applicant, need an accessible unit that resident, will upon thirty (30) days written notice from The Management Agent, move to a different dwelling unit of comparable size and rent. Failure to accept or move to the offered unit shall be deemed material non-compliance with the Occupancy Agreement and be cause for termination of the Agreement.

_____
Resident

_____
The Management Agent

EXHIBIT C

ACCEPTABLE VERIFICATIONS

Exhibit B
Acceptable Forms of Verification

Factor to be Verified	Acceptable Sources				Verification Tips
	Third Party		Documents Provided by Applicant	Self-Declaration	
	Written	Oral			
• Age.	• None required.	• None required.	• Birth Certificate • Baptismal Certificate • Military Discharge papers • Valid passport • Census document showing age • Naturalization certificate • Social Security Administration Benefits printout		
• Alimony or child support.	• Copy of separation or divorce agreement provided by ex-spouse or court indicating type of support, amount, and payment schedule. • Written statement provided by ex-spouse or income source indicating all of above. • If applicable, written statement from court/attorney that payments are not being received and anticipated date of resumption of payments.	• Telephone or in-person contact with ex-spouse or income source documented in file by the owner.	• Copy of most recent check, recording date, amount, and check number. • Recent original letters from the court.	• Notarized statement or affidavit signed by applicant indicating amount received. • If applicable, notarized statement or affidavit from applicant indicating that payments are not being received and describing efforts to collect amounts due.	• Amounts awarded but not received can be excluded from annual income only when applicants have made reasonable efforts to collect amounts due, including filing with courts or agencies responsible for enforcing payments.

Exhibit B
Acceptable Forms of Verification

Factor to be Verified	Acceptable Sources				Verification Tips
	Third Party		Documents Provided by Applicant	Self-Declaration	
	Written	Oral			
• Assets disposed of for less than fair market value.	• None required.	• None required.	• None required.	• Certification signed by applicant that no member of family has disposed of assets for less than fair market value during preceding two years. • If applicable, certification signed by the owner of the asset disposed of that shows: - Type of assets disposed of; - Date disposed of; - Amount received; and - Market value of asset at the time of disposition.	• Only count assets disposed of within a two-year period prior to examination or re-examination.
• Auxiliary apparatus.	• Written verification from source of costs and purpose of apparatus. • Written certification from doctor or rehabilitation agency that use of apparatus is necessary to employment of any family member. • In case where the disabled person is employed, statement from employer that apparatus is necessary for employment.	• Telephone or in-person contact with these sources documented in file by the owner.	• Copies of receipts or evidence of periodic payments for apparatus.		• The owner must determine if expense is to be considered medical or disability assistance.

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Acceptable Forms of Verification

Factor to be Verified	Acceptable Sources				Verification Tips
	Third Party		Documents Provided by Applicant	Self-Declaration	
	Written	Oral			
• Care attendant for disabled family members.	• Written verification from attendant stating amount received, frequency of payments, hours of care. • Written certification from doctor or rehabilitation agency that care is necessary to employment of family member.	• Telephone or in-person contact with source documented in file by the owner.	• Copies of receipts or cancelled checks indicating payment amount and frequency.	• Notarized statement or signed affidavit attesting to amounts paid.	• The owner must determine if this expense is to be considered medical or disability assistance.
• Child care expenses (including verification that a family member who has been relieved of child care is working, attending school, or looking for employment).	• Written verification from person who provides care indicating amount of payment, hours of care, names of children, frequency of payment, and whether or not care is necessary to employment or education. • Verification of employment as required under Employment Income. • Verification of student status (full or part-time) as required under Full-Time Student Status.	• Telephone or in-person contact with these sources (child care provider, employer, school) documented in file by the owner.	• Copies of receipts or cancelled checks indicating payments. • For school attendance, school records, such as paid fee statements that show that the time and duration of school attendance reasonably corresponds to the period of child care.	• For verification of "looking for work," details of job search effort as required by owner's written policy.	• Allowance provided only for care of children 12 and younger. • When same care provider takes care of children and disabled person, the owner must prorate expenses accordingly. • Owners should keep in mind that costs may be higher in summer months and during holiday periods. • The owner must determine which family member has been enabled to work. • Care for employment and education must be prorated to compare to earnings. • Costs must be "reasonable."

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Acceptable Forms of Verification

Factor to be Verified	Acceptable Sources				Verification Tips
	Third Party		Documents Provided by Applicant	Self-Declaration	
	Written	Oral			
• Citizenship				• Citizens must sign declaration certifying U.S. Citizenship.	• Owners may require applicants/residents to provide verification of citizenship.
• Current net family assets.	• Verification forms, letters or documents received from financial institutions, stock brokers, real estate agents, employers indicating the current value of the assets and penalties or reasonable costs to be incurred in order to convert non-liquid assets into cash.	• Telephone or in-person contact with appropriate source, documented in file by the owner.	• Passbooks, checking, or savings account statements, certificates of deposit, property appraisals, stock or bond documents, or other financial statements completed by financial institution. • Copies of real estate tax statements, if tax authority uses approximate market value. • Quotes from attorneys, stockbrokers, bankers, and real estate agents that verify penalties and reasonable costs incurred to convert asset to cash. • Copies of real estate closing documents that indicate distribution of sales proceeds and settlement costs.	• Notarized statement or signed affidavit stating cash value of assets or verifying cash held at applicant's home or in safe deposit box.	• Use current balance in savings accounts and average monthly balance in checking accounts for last 6 months. • Use cash value of all assets (the net amount the applicant would receive if the asset were converted to cash). • **NOTE:** This information can usually be obtained simultaneously when verifying income from assets and employment (e.g., value of pension).

Exhibit B
Acceptable Forms of Verification

Factor to be Verified	Acceptable Sources				Verification Tips
	Third Party		Documents Provided by Applicant	Self-Declaration	
	Written	Oral			
• Disability status.	• Verification from medical professional stating that individual qualifies under the definition of disability.	• Telephone or in-person contact with medical professional verifying qualification under the federal disability definition and documentation in the file of the conversation.		• Not appropriate.	• If a person receives Social Security Disability solely due to a drug or alcohol problem, the person is not considered disabled under housing law. A person that does not receive Social Security Disability may still qualify under the definition of a person with disabilities. • Owners must not seek to verify information about a person's specific disability other than obtaining a professional's opinion of qualification under the definition of a person with disabilities.
• Dividend income and savings account interest income.	• Verification form completed by bank.	• Telephone or in-person contact with appropriate party, documented in file by the owner.	• Copies of current statements, bank passbooks, certificates of deposit, if they show required information (i.e., current rate of interest). • Copies of Form 1099 from the financial institution, and verification of projected income for the next 12 months. • Broker's quarterly statements showing value of stocks/bonds and earnings credited to the applicant.	• Not appropriate.	• The owner must obtain enough information to accurately project income over next 12 months. • Verify interest rate as well as asset value.

Exhibit B
Acceptable Forms of Verification

Factor to be Verified	Acceptable Sources				Verification Tips
	Third Party		Documents Provided by Applicant	Self-Declaration	
	Written	Oral			
• Employment Income including tips, gratuities, overtime.	• Verification form completed by employer.	• Telephone or in-person contact with employer, specifying amount to be paid per pay period and length of pay period. Document in file by the owner.	• W-2 Forms, if applicant has had same employer for at least two years and increases can be accurately projected. • Paycheck stubs or earning statements.	• Notarized statements or affidavits signed by applicant that describe amount and source of income.	• Always verify: frequency of gross pay (i.e., hourly, biweekly, monthly, bimonthly); anticipated increases in pay and effective dates; overtime. • Require most recent 6-8 consecutive pay stubs; do not use check without stub. • For a fee, additional information can be obtained from The Work Number 800-996-7556; First American Registry 800-999-0350; and Verifax 800-969-5100. Fees are valid project expenses. Information does not replace third-party verification.
• Family composition.	• None required.	• None required.	• Birth certificates • Divorce actions • Drivers' licenses • Employer records • Income tax returns • Marriage certificates • School records • Social Security Administration records • Social service agency records • Support payment records • Utility bills • Veterans Administration (VA) records		• An owner may seek verification only if the owner has clear written policy.

Exhibit B
Acceptable Forms of Verification

Factor to be Verified	Acceptable Sources: Third Party: Written	Acceptable Sources: Third Party: Oral	Acceptable Sources: Documents Provided by Applicant	Acceptable Sources: Self-Declaration	Verification Tips
• Family type. (Information verified only to determine eligibility for project, preferences, and allowances.)	• Disability Status: statement from physician or other reliable source, if benefits documenting status are not received. See paragraph 3.25 B.1 for restrictions on this form of verification. • Displacement Status: Written statement or certificate of displacement by the appropriate governmental authority.	• Telephone or in-person contact with source documented in file by the owner.	• Elderly Status (when there is reasonable doubt that applicant is at least 62): birth certificate, baptismal certificate, social security records, driver's license, census record, official record of birth or other authoritative document or receipt of SSI old age benefits or SS benefits. • Disabled, blind: evidence of receipt of SSI or Disability benefits.	• Elderly Status: Applicant's signature on application is generally sufficient.	• Unless the applicant receives income or benefits for which elderly or disabled status is a requirement, such status must be verified. • Status of disabled family members must be verified for entitlement to $480 dependent deduction and disability assistance allowance. • Owner may not ask the nature/extent of disability.
• Full-time student status (of family member 18 or older, excluding head, spouse, or foster children).	• Verification from the Admissions or Registrar's Office or dean, counselor, advisor, etc., or from VA Office.	• Telephone or in-person contact with these sources documented in file by the owner.	• School records, such as paid fee statements that show a sufficient number of credits to be considered a full-time student by the educational institution attended.		

• Immigration Status.	• Verification of eligible immigration status must be received from DHS through the DHS SAVE system or through secondary verification using DHS Form G-845.	• None.	• Applicant/resident must provide appropriate immigration documents to initiate verification.	• Non-citizens must sign declaration certifying the following:
				  • Eligible immigration status; or
				  • Decision not to claim eligible status.
					• Owners must require non-citizens requesting assistance to provide verification of eligible immigration status.

Exhibit B
Acceptable Forms of Verification

Factor to be Verified	Acceptable Sources				Verification Tips
	Third Party		Documents Provided by Applicant	Self-Declaration	
	Written	Oral			
• Income maintenance payments, benefits, income other than wages (i.e., welfare, Social Security [SS], Supplemental Security Income [SSI], Disability Income, Pensions).	• Award or benefit notification letters prepared and signed by authorizing agency. • TRACS or REAC may provide verification for social security.	• Telephone or in-person contact with income source, documented in file by the owner. • **NOTE:** For all oral verification, file documentation must include facts, time and date of contact, and name and title of third party.	• Current or recent check stubs with date, amount, and check number recorded by the owner. • Award letters or computer printout from court or public agency. • Copies of validated bank deposit slips, with identification by bank. • Most recent quarterly pension account statement.		• Checks or automatic bank deposit slips may not provide gross amounts of benefits if applicant has deductions made for Medicare Insurance. • Pay stubs for the most recent four to six weeks should be obtained. • Copying of U.S. Treasury checks is not permitted. • Award letters/printouts from court or public agency may be out of date; telephone verification of letter/printout is recommended.
• Interest from sale of real property (e.g., contract for deed, installment sales contract, etc.)	• Verification form completed by an accountant, attorney, real estate broker, the buyer, or a financial institution which has copies of the amortization schedule from which interest income for the next 12 months can be obtained.	• Telephone or in-person contact with appropriate party, documented in file by the owner.	• Copy of the contract. • Copy of the amortization schedule, with sufficient information for the owner to determine the amount of interest to be earned during the next 12 months. • **NOTE:** Copy of a check paid by the buyer to the applicant is not acceptable.		• Only the interest income is counted; the balance of the payment applied to the principal is merely a liquidation of the asset. • The owner must get enough information to compute the actual interest income for the next 12 months.

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Acceptable Forms of Verification

Factor to be Verified	Acceptable Sources				Verification Tips
	Third Party		Documents Provided by Applicant	Self-Declaration	
	Written	Oral			
• Medical expenses.	• Verification by a doctor, hospital or clinic, dentist, pharmacist, etc., of estimated medical costs to be incurred or regular payments expected to be made on outstanding bills which are not covered by insurance.	• Telephone or in-person contact with these sources, documented in file by the owner.	• Copies of cancelled checks that verify payments on outstanding medical bills that will continue for all or part of the next 12 months. • Copies of income tax forms (Schedule A, IRS Form 1040) that itemize medical expenses, when the expenses are not expected to change over the next 12 months. • Receipts, cancelled checks, pay stubs, which indicate health insurance premium costs, or payments to a resident attendant. • Receipts or ticket stubs that verify transportation expenses directly related to medical expenses.	• Notarized statement or signed affidavit of transportation expenses directly related to medical treatment, if there is no other source of verification.	• Medical expenses are not allowable as deduction unless applicant is an elderly or disabled family. Status must be verified.
• Need for an assistive animal.	• Letter from medical provider.				• If the owner's policy is to verify this need, owner must implement policy consistently.

Exhibit B
Acceptable Forms of Verification

Factor to be Verified	Acceptable Sources				Verification Tips
	Third Party		Documents Provided by Applicant	Self-Declaration	
	Written	Oral			
• Net Income for a business.	• Not applicable.	• Not applicable.	• Form 1040 with Schedule C, E, or F. • Financial Statement(s) of the business (audited or unaudited) including an accountant's calculation of straight-line depreciation expense if accelerated depreciation was used on the tax return or financial statement. • Any loan application listing income derived from business during the preceding 12 months. • For rental property, copies of recent rent checks, lease and receipts for expenses, or IRS Schedule E.		
• Recurring contributions and gifts.	• Notarized statement or affidavit signed by the person providing the assistance giving the purpose, dates, and value of gifts.	• Telephone or in-person contact with source documented in file by the owner.	• Not applicable.	• Notarized statement or affidavit signed by applicant stating purpose, dates, and value of gifts.	• Sporadic contributions and gifts are not counted as income.
• Self-employment, tips, gratuities, etc.	None available.	None available.	• Form 1040/1040A showing amount earned and employment period.	• Notarized statement or affidavit signed by applicant showing amount earned and pay period.	

Exhibit B
Acceptable Forms of Verification

Factor to be Verified	Acceptable Sources				Verification Tips
	Third Party		Documents Provided by Applicant	Self-Declaration	
	Written	Oral			
• Social security number.	• None required.	• None required.	• Original Social Security card • Driver's license with SSN • Identification card issued by a federal, State, or local agency, a medical insurance provider, or an employer or trade union. • Earnings statements on payroll stubs • Bank statement • Form 1099 • Benefit award letter • Retirement benefit letter • Life insurance policy • Court records	• Certification that document is complete/accurate unless original Social Security card is provided.	• Individuals who have applied for legalization under the Immigration Reform and Control Act of 1986 will be able to disclose their social security numbers but unable to supply cards for documentation. Social security numbers are assigned to these persons when they apply for amnesty. The cards go to DHS until the persons are granted temporary lawful resident status. Until that time, their acceptable documentation is a letter from the DHS indicating that social security numbers have been assigned.
• Unborn children.	• None required.	• None required.	• None required.	• Applicant/tenant self-certifies to pregnancy.	• Owner may not verify further than self-certification.
• Unemployment compensation.	• Verification form completed by source.	• Telephone or in-person contact with agency documented in a file by an owner.	• Copies of checks or records from agency provided by applicant stating payment amounts and dates. • Benefit notification letter signed by authorizing agency.		• Frequency of payments and expected length of benefit term must be verified. • Income not expected to last full 12 months must be calculated based on 12 months and interim recertification completed when benefits stop.

Exhibit B
Acceptable Forms of Verification

Factor to be Verified	Acceptable Sources				Verification Tips
	Third Party		Documents Provided by Applicant	Self-Declaration	
	Written	Oral			
• Welfare payments (as-paid states only).	• Verification form completed by welfare department indicating maximum amount family may receive. • Maximum shelter schedule by household size with ratable reduction schedule.	• Telephone or in-person contact with income source, documented in file by the owner.	• Maximum shelter allowance schedule with ratable reduction schedule provided by applicant.	• Not appropriate.	• Actual welfare benefit amount not sufficient as proof of income in "as-paid" states or localities since income is defined as maximum shelter amount.
• Zero Income.	• Not applicable.	• Not applicable.	• Not applicable.	• Applicant/Tenant self-certifies to zero income.	• Owners may require applicant/tenant to sign verification release of information forms for state, local, and federal benefits programs, as well as the HUD 9887 and HUD 9887-A. • Owners may require the tenant to reverify zero income status at least every 90 days.

City West
Residential Lease Agreement

1. **Parties to the Lease**: This Lease is made on _____, 200_, by and between:

   a) Owner / Landlord and Management Agent:

   Owner / Landlord: _____
   c/o The Community Builders, Inc.
   1202 Linn Street
   Cincinnati, OH 45203

   Management Landlord for the Owner: The Community Builders, Inc.
   95 Berkeley Street
   Boston, MA 02116

   b) Tenant(s): _____
   (Name)

   _____
   (Name)

   c) Unit: _____
   (Street address and unit number)
   Cincinnati, OH _____

   d) Property: _____
   Cincinnati, Ohio

2. **Agreement to Lease**

   a) The Tenant and the Landlord agree that the Tenant shall lease the Unit beginning on _____, 200__, based upon the terms and conditions described in this Lease and the Lease Addendum attached to this Lease. The terms and conditions of the Lease Addendum are made part of this Lease, as if fully set forth in the Lease.

   b) The Tenant agrees to move into the Unit no later than thirty (30) days after signing this Lease, and acknowledges that failure to do so may result in termination of the Lease.

   c) If the Unit cannot be delivered to the Tenant within thirty (30) days from the beginning of the Lease because of conditions beyond the control of the Landlord,

either the Tenant or the Landlord may terminate the Lease by written notice to the other party. If the Lease is terminated for the reasons described in this paragraph, any payments made by the Tenant to the Landlord shall be immediately refunded to the Tenant, and the Lease shall terminate without any liability by either party to the other, except that the Tenant shall retain the Tenant's position on the Landlord's waiting list.

3. Term of the Lease; Renewal

This Lease shall remain in effect for a period of one (1) year, beginning on _____, 200__, unless terminated as provided in the Lease and the Lease Addendum. The Lease shall renew at the end of the Term as provided in the Lease Addendum.

4. Rent and Late Charges

a) The Tenant shall pay the monthly rent for the Unit in the amount stated in the Lease Addendum. The Tenant's rent shall be payable on or before the first day of each month. Payment of the rent for the first month of the Lease, and the Security Deposit, shall be paid on or before the date the Tenant signs the Lease. The Lease shall not be in effect until the Tenant pays rent for the first month of the Lease, and the Security Deposit.

b) For each month in which the rent is received after the seventh (7th) calendar day of the month, the Tenant shall pay $10.00, plus 5% of the amount by which the rent exceeds $500. The Tenant agrees to pay all late charges within fourteen (14) days of the date the Landlord provides written notice of such charges. Repeated late payment of rent may result in termination of the Lease as described in Section 13 of the Lease, whether or not the Tenant pays the charges for late payment of rent.

5. Condition of the Unit

The Landlord and the Tenant have inspected the Unit and signed the Unit Inspection Report, which is attached to the Lease. The Landlord and the Tenant agree that the Unit Inspection Report accurately describes the current condition of the Unit and the appliances in the Unit, and that the Tenant is satisfied with the general condition of the Unit and the appliances in the Unit. The Tenant acknowledges that there have been no representations or promises by the Landlord made to induce the Tenant to enter into the Lease, except those made in writing in the Lease, the Lease Addendum, or in the attachments to the Lease described in Section 16.

6. Security Deposit

a) The Tenant has paid a Security Deposit in the amount stated in the Lease Addendum, and has received a receipt for the Security Deposit from the Landlord. The Security Deposit receipt is attached to the Lease. The Security Deposit shall be held by Landlord to ensure that the Tenant meets the Tenant's obligations as stated in the Lease, including, without limitation, the obligation to pay rent and other charges, the

obligation not to damage the Unit, and the obligation to vacate the Unit at the end of the term in the condition described in the Unit Inspection Report, reasonable wear and tear excepted. The Tenant shall not allocate the Security Deposit towards payment of rent.

b) When the Tenant intends to move out, he or she shall give the Landlord written notice of the intent to move out and terminate the Lease and shall include a forwarding address with the notice. After receipt of this notice, the Landlord shall arrange an appointment with the Tenant to inspect the Unit. At the inspection, the Landlord will complete a Unit Inspection Report, which shall describe any damage to the Unit chargeable to the Tenant, normal wear and tear excepted, and shall be signed by the Landlord and the Tenant. If the Tenant does not give the Landlord notice of intent to move out, or does not attend the inspection of the Unit, the Landlord shall complete the Unit Inspection Report without the Tenant.

c) Within thirty (30) days of the termination of the Lease, the Landlord shall provide the Tenant with:

   i) A signed copy of the final Unit Inspection Report;

   ii) An itemized list of all the charges against the Security Deposit, including, without limitation, the cost to repair damage to the Unit chargeable to the Tenant except for normal wear and tear, any unpaid rent, and the costs of any other damages that the Landlord has suffered by reason of the Tenant's noncompliance with her or his obligations under the Lease;

   iii) A check in the amount of the Security Deposit and interest due, if any, less any charges chargeable to the Tenant. If the amount of such charges exceeds the total amount of the Security Deposit, the Landlord will send the Tenant a bill for the excess charges; and

   iv) A notice to the Tenant that she or he may meet with the Landlord to discuss any disagreement with any deductions made from the Security Deposit.

The Security Deposit and any notices required by this section of the Lease shall be mailed to the forwarding address provided by the Tenant to the Landlord.

7. Inspections; Charges for Damage

a) The Tenant agrees that the Landlord shall have reasonable access to the Unit: (i) to show the Unit to prospective tenants sixty (60) days or less before the expiration of the Lease; (ii) to perform periodic inspections; (iii) to conduct routine repairs and maintenance; (iv) to supply necessary or agreed services to the Tenant; (v) to show the Unit to prospective or actual purchasers, mortgagees, investors, government agencies, workers or contractors; (vi) to exterminate pests; (vii) to determine the Tenant's compliance with the terms and conditions of the Lease; (viii) for practical

necessity where repairs or maintenance elsewhere in the building unexpectedly require access; (ix) in case of emergency; or (x) for any other reasonable and lawful purpose. Inspection will include inspections required by any government agency, investor, or lender. The Landlord shall give the Tenant written notice, notice by telephone, or other reasonable notice no less than two (2) days before entering the Unit, except in the case of an emergency or where repairs or maintenance reasonably require immediate access without notice. If the Landlord enters the Unit without giving notice to the Tenant, the Landlord shall leave a written notice specifying the date, time, and purpose of entry prior to leaving the Unit.

b) The Landlord will provide an Inspection Report to the Tenant for each inspection. The Inspection Report will include a list of any items the Tenant must correct, a list of any damage to the Unit beyond normal wear and tear, and a list of all charges to repair damage to the Unit chargeable to the Tenant. The Tenant agrees to pay all charges for repair of damage within fourteen (14) days of receiving the Inspection Report. Failure to pay the charges may result in termination of the Lease, as provided in Section 13 of the Lease.

8. Utilities

a) The Tenant shall obtain and pay for the following utilities (check all that apply):

____ Heat ____ Hot Water ____ Electricity

____ Gas ____ Water ____ Sewer Service

The Tenant's failure to pay for and maintain the utilities for which the Tenant is responsible may result in termination of the Lease as described in Section 13 of the Lease.

b) The Owner shall obtain and pay for the following utilities (check all that apply):

____ Heat ____ Hot Water ____ Electricity

____ Gas ____ Water ____ Sewer Service

9. Occupancy and Use of Unit; Guests

a) The Tenant shall have the exclusive right to use and occupy the Unit as a private dwelling only for the person(s) listed in the Lease Addendum. The Tenant shall use the Unit as the Tenant's primary residence, and shall not use the Unit for any other purposes without the prior written approval of the Landlord. The Tenant shall not permit boarders or lodgers to occupy the Unit (whether paying or not).

b) The Tenant agrees to notify the Landlord when the all Tenants listed in Section 1 of the Lease will be absent from the Unit for more than fifteen (15) consecutive days. In

the event the Tenant will be absent from the Unit for more than fifteen (15) consecutive days, the Tenant will provide the Landlord with an address and telephone number to contact the Tenant during the Tenant's absence.

c) The Tenant must request approval in advance from the Landlord for any guest or visitor staying in the Unit more than two (2) consecutive days. Guests or visitors are not permitted to stay in the Unit for more than two (2) weeks in any twelve (12) month period. Violation of the provisions of this Section may result in the termination of the Lease as described in Section 13 of the Lease. This provision does not prohibit the Tenant from having a Live-in-Attendant in accordance with the Lease Addendum.

10. Essential Services; Hazards; Fire and Casualty Damage

a) The Tenant agrees to immediately notify the Landlord of any loss of essential services, including running water, hot water, electricity, gas or plumbing. The Tenant further agrees to immediately notify the Landlord of any fire, or any other damage in the Unit that creates a hazard to the health or safety of the Tenant or members of the Tenant's household. The Landlord shall repair the Unit after receiving notice of any such loss of services or damages within a reasonable time period.

b) If the hazard or damage was caused by the deliberate act, neglect, or omission of the Tenant, any member of the Tenant's household, or any guest or visitor of the Tenant, or any other person on the premises with the Tenant's consent, the Tenant agrees to pay all costs for repair of the Unit and acknowledges that such hazard or damage may result in termination of the Lease.

11. Obligations of the Landlord

The Landlord shall be obligated to:

a) Keep the Unit and the buildings, facilities, and common areas in a decent safe and sanitary condition.

b) Comply with all the applicable laws concerning health and safety, including building codes, housing codes and applicable state and federal regulations.

c) Supply running water to the Unit, and supply the utilities that are the responsibility of the Landlord as described in Section 8 of the Lease.

d) Maintain in good and safe working order the facilities that are part of the Unit and the Property, including the electric, plumbing, sanitary, and heating and ventilation systems, and all smoke detectors.

e) Repair all conditions in the Unit and the buildings, facilities, and common areas of the Property needing repair.

f) Provide and maintain appropriate facilities for the disposal of garbage, rubbish and other waste, and to provide a disposal service for the removal of garbage, rubbish and other waste. The Landlord will not supply waste containers for the exclusive use of the Tenant.

g) Except in the case of emergency or if it is impracticable to do so, give the Tenant notice of its intent to enter in accordance with Section 7(a) of this Lease.

h) Not abuse the right of lawful access to the Unit.

i) Not discriminate against the Tenant or any member of the Tenant's household in providing services or in any other manner, on the grounds of race, color, religion, gender, disability, familial status, ancestry, or national origin.

j) Comply with all other responsibilities of the Landlord described in the Lease.

12. Obligations of the Tenant

The Tenant agrees to abide by the following obligations and agrees to take responsibility for any violations of these obligations by the Tenant, all household members, any guest or visitor of any household member, or any other person on the Property with the consent of any household member. All such persons shall:

a) Keep the Unit and any other part of the Property that the Tenant occupies and uses safe and sanitary;

b) Dispose of all rubbish, garbage, and other waste in a clean, safe, and sanitary manner in disposal receptacles provided by the Landlord;

c) Keep all plumbing fixtures in the Unit clean;

d) Use and operate all electrical and plumbing fixtures properly;

e) Comply with all applicable state and local housing, health, and safety codes;

f) Refrain from destroying, defacing, damaging, or removing any fixture, appliance, or other part of the Property;

g) Maintain in good working order and condition any appliances, fixtures, or equipment supplied by the Landlord and required to be maintained by the Tenant under the Lease;

h) Act in a manner that will not disturb peaceful enjoyment of the Property by other tenants, neighbors, or employees of the Landlord;

i) The head of the household or the co-head of the household must be employed for no less than thirty (30) hours each week to qualify for initial occupancy and as a condition of continued occupancy; provided that, the requirements of this paragraph shall not apply to households in which the Tenant, and the co-head of household if any, is age sixty-two (62) or older, the Tenant, and the co-head of household if any, is a person with disabilities, or households in which the Tenant, and the co-head of household if any, cannot work because he or she is the primary caretaker of a blind person, or a disabled person as defined by the Social Security Act in 42 U.S.C. §216(i) or §1614. The Tenant agrees to report any changes in employment to the Landlord that result in a reduction of employment by the head or co-head of household to less than thirty (30) hours each week. The Landlord shall reexamine the Tenant's eligibility to remain in the Unit, at the end of the Term of the Lease, and no less than annually thereafter.

j) Not violate any state or local laws pertaining to the use, possession, sale, or distribution of illegal drugs or controlled substances;

k) Not unreasonably withhold consent for the Landlord to enter the Unit for inspections; ordinary, necessary, or agreed upon repairs; decorations, alterations, or improvements; delivery of parcels that are too large for the mail facilities; supply of necessary or agreed services; or exhibition of the Unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors;

l) Report any change in the membership of the household, and request and obtain written permission from the Landlord in advance of any increase in household size for reasons other than the birth, adoption, or court ordered custody of a child;

m) Pay all charges due for repairs for property damage to the Unit and the Property, including buildings, facilities and common areas, caused by intentional or negligent conduct within fourteen (14) days after written notice from the Landlord;

n) Promptly report all maintenance problems and damage to the Unit to the Landlord.

o) Not permit occupancy by any person not listed in the Lease Addendum, except for guests and visitors permitted as described in Section 9 of the Lease;

p) Not paint, decorate or alter the Unit, or the appliances, fixtures, or equipment within the Unit, without the prior written permission of the Landlord;

q) Not install window air conditioners, electric dryers, satellite dishes, or other similar appliances or equipment without the prior written permission of the Landlord;

r) Not install additional or different locks on doors or windows without the prior written permission of the Landlord. If additional or different locks in doors or windows are installed, the Tenant shall provide the Landlord with keys to such locks;

s) Use the Unit only as the Tenant's primary place of residence and for no other purpose without the prior written permission of the Landlord;

t) Allow the Landlord to enter the Unit at reasonable times as described in Section 7 of the Lease;

u) Not restrict access to utility meters by the Landlord and utility companies;

v) Not keep pets without the written permission of the Landlord, subject to the Property's Pet Ownership Rules;

w) Not keep, use, or display firearms or weapons; provided that a member of the Tenant's household employed as a police or public safety officer may keep and use a firearm if the individual: (1) receives the advance written consent of the Landlord; (2) is licensed to carry a firearm under the laws of the State of Ohio; and (3) provides verification from the employer that it is necessary for the individual to keep and use firearm as part of his or her employment; and provided further that the individual shall not keep or use the firearm on or near the premises except in the course of the individual's duties as a police or public safety officer;

x) Not engage in abuse of alcohol in a manner that interferes with the health, safety, or right of peaceful enjoyment of other tenants;

y) Not provide any false or misleading information to the Landlord regarding family composition, income, other factors affecting eligibility for occupancy in the Unit, criminal activity, or illegal use or pattern of illegal use of a drug or controlled substance, or abuse or pattern of abuse of alcohol, by any member of Tenant's household;

z) Promptly pay when due all utility charges that are the Tenant's obligation under the Lease, and immediately inform the Landlord of the termination of any utility service to the Unit for any reason;

aa) Deliver the keys of the Unit to the Landlord upon the expiration or termination of the Lease;

bb) Leave the Unit in a clean condition, remove all personal belongings from the Unit, and return the Unit to the Landlord in the same condition described in the Unit Inspection Report, except for normal wear and tear, when vacating the Unit;

cc) Not destroy, remove, disable, or deactivate smoke detectors and fire alarm systems in the Unit or at the Property;

dd) Immediately inform the Landlord if any smoke detectors in the Unit are defective or not working properly;

ee) Assume sole responsibility for insuring the personal property of the Tenant and of all members of the Tenant's household, subject to any applicable law. The Tenant hereby acknowledges that all personal property in or about the Unit or any other part of the Property shall be at the sole risk of the Tenant, subject to the provisions of applicable law, and further acknowledges that the Landlord does not provide insurance for the personal property of the Tenant and the members of the Tenant's household.

ff) Obey the Rules and Regulations and the Pet Ownership Rules of the Property.

13. Termination of the Lease

a) The Tenant may terminate the Lease in the manner provided in the Lease, the Lease Addendum, or any applicable laws;

b) The Landlord shall terminate the Lease:

i) If the Landlord determines that the Tenant, or any member of the Tenant's household has ever been convicted of drug related criminal activity for the manufacture or production of methamphetamine on the premises of any federally assisted housing;

ii) If the Landlord has actual knowledge or reasonable cause to believe that the Tenant or any member of the Tenant's household is in violation of any state or local laws regarding the use, possession, sale, or distribution of illegal drugs and/or controlled substances.

c) The Landlord may terminate the Lease:

i) At the end of the Term of the Lease described in Section 3 of the Lease, unless the Lease is renewed as provided in the Lease Addendum;

ii) For non-payment of rent;

iii) If the Tenant fails to agree to a change, modification or addition to the Lease or the Lease Addendum, or any other change, modification or addition to the terms and conditions of the Lease, as described in Section 17 of the Lease;

iv) For serious or repeated violations of material terms of the Lease, or for other good cause. Such serious or repeated violation of terms may include but shall not be limited to:

(1) The failure to pay rent or other payments when due;

(2) Repeated late payment of rent;

(3) Failure to pay utility bills when Tenant is responsible for paying utility bills directly to the supplier of utilities;

(4) Serious or repeated damage to the Unit, or acts or omissions that create physical hazards in the Unit, common areas, grounds, or parking areas of the Property;

(5) Possession, use or display of a firearm or a weapon in violation of the Lease;

(6) Any fire in the Unit or at the Property caused by the Tenant, household members or the actions or neglect of guests or visitors;

(7) Failure or refusal by the Tenant to perform any of the obligations of the Tenant described in Section 12 of the Lease;

v) If the Landlord discovers a misrepresentation of family income, assets, or composition, or a misrepresentation in any certification, consent to release of information, or in the documentation of family income, eligibility or composition, in the application for admission, or at the time of re-determination;

vi) In the event the Tenant or any household member engages in any violent criminal activity, or in the event of a felony conviction of the Tenant or any household member;

vii) If the Tenant, any household member, or any guest or visitor of the Tenant engages in any drug-related criminal activity on or off the Property. The Landlord may terminate the Lease if any other person under the Tenant's control engages in any drug-related criminal activity on or near the Property;

viii) If the Tenant, any household member, guest or visitor of the Tenant, or other person under Tenant's control engages in violent criminal activity or other criminal activity that threatens the health, safety, or peaceful enjoyment of the Property by other tenants, Landlords or employees of the Owner or the Landlord, or persons residing in the immediate vicinity of the Property;

ix) If the Tenant is fleeing to avoid prosecution, or custody or confinement after conviction for a crime, or an attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or for violation of a condition of probation or parole imposed under federal or state law;

x) If the Tenant or any household member engages in abuse of alcohol, or a pattern of abuse of alcohol, that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;

xi) If the Tenant or any household member engages in abuse of illegal drugs, or a pattern of abuse of illegal drugs that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;

xii) If the Tenant or any member of the Tenant's household is or becomes subject to lifetime registration as a sex offender and/or child-victim offender pursuant to state or federal law;

xiii) If any part of the Unit or any common area is destroyed, condemned, taken by eminent domain, expropriated or otherwise regulated by any governmental agency in a manner that would prevent lawful occupancy of the Unit.

d) The Landlord shall provide notice to the Tenant of lease termination in the manner provided in the Lease Addendum.

e) In the event that the Lease is terminated as a result of the fault of the Tenant, then the Tenant agrees as follows:

i) The Tenant will pay to the Landlord the amount of rent and other charges due under the Lease for the remainder of the Term less any rent actually received by the Landlord for the remainder of the Term.

ii) The Tenant will pay to the Landlord the costs incurred by the Landlord as a result of the termination of the Lease, including costs incurred for the cleaning or repairing the Unit, collection agency fees, courts costs, constable fees, and moving and storage fees, and will pay the Landlord's attorney's fees if provided for by court rules, statutes or by ordinance.

f) At the end of the Term (or any earlier ending date) of this Lease or upon eviction of the Tenant, the Tenant will:

i) Leave the Unit clean,

ii) Remove all personal belongings of the Tenant's household from the Unit,

iii) Return the Unit to the Landlord in the same condition as described in the Unit Inspection Report, except for normal wear and tear,

iv) Return the keys and/or access cards for the Unit.

g) If the Tenant fails to remove all personal belongings within fourteen (14) days of the date this Lease ends, any belongings that remain will be considered abandoned by the Tenant and the Landlord may dispose of them. Upon abandonment of the Unit by the Tenant, the Landlord shall have the right to relet the Unit.

14. Notices

Notices that are provided by the Landlord under the Lease and the Lease Addendum shall comply with any applicable local and state laws. Any notices that are provided by the Tenant or the Landlord under the Lease and the Lease Addendum will be properly delivered:

a) By the Tenant, if (i) mailed by first class mail, or registered or certified mail, to the Landlord at the Landlord's address described in Section 1 of the Lease; (ii) delivered by hand to the Landlord's property manager, but to no other person; or (iii) if mailed by first class mail, or registered or certified mail to the Landlord at an address that the Landlord may designate in writing to the Tenant.

b) By the Landlord, if (i) mailed to the Tenant by first class mail, or registered or certified mail, to the Tenant at the Tenant's address described in Section 1 of the Lease; or (ii) delivered by hand to the Tenant's Unit to any adult member of the Tenant's household.

15. Transfers

The Tenant agrees that if the Unit has features that make it accessible to persons with disabilities, and neither the Tenant nor any person in Tenant's household needs these accessible features, the Tenant may be required to move to another unit in the Property at such time that a household needing such features applies for housing.

16. Attachments

The documents listed below are attached to the Lease and are made a part of the Lease:

____ Lease Addendum

____ Pet Ownership Rules

____ Security Deposit Receipt

____ Rules and Regulations of the Property

____ Unit Inspection Report

____ Other: _____

17. Miscellaneous Provisions

a) The Landlord and the Tenant may change, modify, or add to the Lease by written agreement. Any changes will be effective only at the end of the initial Term or the current renewal term. The Landlord must notify the Tenant of any change and must offer the Tenant a new Lease or an amendment to the existing Lease. The Tenant must receive the notice at least sixty (60) days before the proposed effective date of the change. The Tenant may accept the changed terms and conditions by signing the new Lease or the amendment to the existing Lease and returning it to the Landlord. The Tenant may reject the changed terms and conditions by giving the Landlord written notice that she or he intends to terminate the Lease and vacate the Unit. The

Tenant must give such notice at least thirty (30) days before the proposed change will go into effect. If the Tenant does not accept the amended Lease, the Landlord may terminate the Lease at the end of the Term of the Lease, in accordance with Section 13.

b) The Landlord agrees to post the Rules and Regulations of the Property and the Pet Ownership Rules in a conspicuous location in the management office of the Property. The Tenant agrees that the Landlord may revise the Rules and Regulations of the Property and the Pet Ownership Rules from time to time during the Term of the Lease. The Landlord agrees to notify the Tenant no less than thirty (30) days before making any revisions to the Rules and Regulations of the Property and the Pet Ownership Rules. All such notices to the Tenant shall include a copy of the proposed revisions to the Rules and Regulations of the Property and the Pet Ownership Rules, shall explain the reasons for the revision, and shall inform the Tenant of the right to make written comments. The Landlord may provide such notices to the Tenant by delivering or mailing a copy of the notice to the Tenant, or by posting the notice in the management office for the property and in no less than three (3) conspicuous places in each building of the Property.

c) If the Tenant or any member of Tenant's household is a person with a disability, the Tenant may request a reasonable accommodation that will allow the Tenant or household member to use the Unit in the same manner as a person without such disability, including a reasonable accommodation that will allow the Tenant to meet the terms of this Lease or receive notices from the Landlord in some way other than provided above. The Tenant may request such an accommodation any time during the Term of the Lease.

d) The delay, failure or refusal of the Landlord to exercise any right under the Lease shall not constitute a waiver, in whole or part, of any right or remedy under the Lease, unless the Landlord agrees to such a waiver in writing.

e) The Lease and the Tenant's right to occupy the Unit, is subordinate to any present or future mortgages on the Property and other agreements affecting the Property, all statutes, rules, regulations of applicable state and governmental agencies. The Tenant acknowledges that the Landlord may terminate the Lease, or require the Tenant to vacate the Unit, or both, if the Landlord is required to do so, or is permitted to do so under any statute, rule, or regulation of any local, state or federal governmental agency. If there is a conflict between the Lease and any statute, rule, or regulation of any state or federal governmental agency, then the applicable statutes, rules, or regulations shall take precedence over the Lease.

f) If any provision of the Lease is found to be invalid by a court of competent jurisdiction, or any other competent authority, all other provisions of the Lease shall remain in full force and effect.

g) Subject to applicable law regulating the Tenant's right to cure a failure to pay rent, any rent accepted by the Landlord from the Tenant after any violation or breach of the Lease by the Tenant shall be retained for use and occupancy of the Unit only, and shall not constitute a waiver of any rights or remedies of the Landlord as provided in the Lease or applicable law, and shall not serve to extinguish any such rights or remedies in any legal action commenced by the Landlord against the Tenant at any time.

h) This Lease, along with the Lease Addendum and any attachments, is signed by the Tenant and the Landlord and is the final and complete agreement between them. Any changes must be in writing and signed by the Landlord and the Tenant to be enforceable.

18. Signatures, Acknowledgement and Acceptance of the Lease

The undersigned hereby acknowledge, agree to and accept in full the terms and conditions of the Lease.

Tenant:	Landlord:
_____	_____
(Signature of Head of Household)	(Signature of Property Manager)
Dated: _____	Dated: _____
_____	Dated: _____
(Signature of Adult Household Member)	
_____	Dated: _____
(Signature of Adult Household Member)	

CITY WEST
RESIDENTIAL LEASE AGREEMENT

MODERATE INCOME UNIT LEASE ADDENDUM

1. Agreement to the Terms of the Lease Addendum

The Tenant and the Landlord agree that the Tenant's Lease for the Unit is subject to the additional terms and conditions of this Lease Addendum for Occupants of Moderate Income Units. The terms and conditions of the Lease Addendum are made part of the Lease.

2. Permitted Occupants

a) The Tenant agrees that only those persons listed below are authorized to reside in the Unit as members of the Tenant's household:

Name	SSN	Age	Relationship
			Head of Household
			Co-Head of Household

b) The Tenant and the Landlord agree that only the following person(s) are authorized to visit and/or live in the Unit as the Live-In Attendant of the Tenant, or a member of the Tenant's household:

Name	Address	Telephone	SSN

By signing the Lease Addendum, the Tenant certifies (1) that the Live-In Attendant is essential to the care and well-being of the Tenant or a member of the Tenant's household; (2) that the Live-In Attendant is not obligated for the support of the Tenant or any member of the Tenant's household; and (3) that the Live-In Attendant would not be present in the Tenant's Unit except to provide care to the Tenant or a member of the Tenant's household. The Tenant and the Landlord agree that the Live-In Attendant is not a member of the Tenant's household.

The Tenant agrees that the Tenant is responsible for the conduct of the Live-In Attendant. The Tenant agrees that the Landlord may terminate the Lease based on any act or omission of the Live-In Attendant that violates the Lease, the Lease Addendum, or the Rules and Regulations of the Property.

3. Rent

The Tenant's initial monthly rent under the Lease shall be $ _____.

The Landlord shall reexamine the Tenant's eligibility to remain in the Unit, and the rent for the Unit, at the end of the Term of the Lease. The Landlord shall also reexamine the Tenant's eligibility to remain in the Unit, and the rent for the Unit, if there is any change in the composition of the Tenant's family, if there is any change in the income of the Tenant or any member of the Tenant's household, or if there is any change in any other factor affecting the Tenant's eligibility to remain in the Unit. The Tenant agrees to report any change in the composition of the Tenant's family, any change in the income of the Tenant or any member of the Tenant's household, or any change in any other factor affecting the Tenant's eligibility to remain in the Unit within ten (10) days of the change. The Tenant acknowledges that any material representation or omission concerning the Tenant's household income and/or composition shall be grounds for termination of the Lease.

4. Security Deposit

The Tenant has paid and the Landlord acknowledges receipt of a Security Deposit in the amount of $ _____.

5. Transfers

a) If the Tenant occupies a Unit with features designed to accommodate the needs of people with disabilities, and no member of the Tenant's household needs the features of the Unit, the Tenant agrees to transfer to another suitable Unit at the Property upon thirty (30) days written notice from the Landlord.

b) The Tenant agrees that the Landlord may transfer the Tenant to another Unit at the Property if the Tenant's household is over-housed or under-housed, in the event of an emergency, or other special circumstances.

6. Renewal of the Lease

The Lease shall automatically renew at the end of the Term of the Lease, unless the Tenant is in violation of the Lease or the terms and conditions of this Lease Addendum. The Lease will not be renewed if the Tenant refuses to accept the terms and conditions of the renewal of the Lease. Nothing in this Section shall limit the Landlord's ability to terminate the Lease, as described in the Lease or this Lease Addendum.

7. Termination of the Lease; Notice

a) During the Term of the Lease the Landlord may terminate the Tenant's lease only for good cause. For purposes of the Lease and Lease Addendum, good cause shall include any of the reasons described in the Lease and in the Lease Addendum.

b) Subject to the special provisions that follow, the Landlord may terminate the Lease for any such violation by delivering written notice to the Tenant that: (i) the Lease will be terminated upon the date specified in the notice, not less than three (3) days from receipt of the notice, (ii) the reasons for the termination, and (iii) that the Tenant must vacate the Unit by the date of termination.

c) Notwithstanding the foregoing, the following special provisions apply:

i) If the Tenant fails to fulfill any of the tenant obligations detailed in Sections 12(a) through 12(h) of the Lease in a manner that materially affects health or safety, the Landlord may deliver a written notice to the Tenant stating: (a) the specific acts, omissions, or events constituting the Tenant's noncompliance with his or her obligations, (b) that the Lease will terminate upon a date specified in the notice, not less than thirty (30) days after receipt of the notice, and (c) notifying the Tenant that he or she must vacate the Unit by the termination date. If the Tenant fails to remedy the conditions specified in the notice, the Lease shall terminate as provided in the notice.

ii) If the Landlord has actual knowledge or reasonable cause to believe that the Tenant, any member of the Tenant's household, any guest or visitor of the Tenant, or any other person under the Tenant's control is in violation of state or local laws regarding the use, possession, sale, or distribution of illegal drugs and/or controlled substances, the Landlord shall deliver notice to the Tenant: (a) that the Lease shall terminate within three (3) days of receipt of the notice, (b) the reasons for the termination, and (c) that the Tenant must vacate the Unit by the termination date.

8. Surrender

The Tenant shall surrender the Unit and return the keys to the Unit to the Landlord at the end of the Lease, or upon termination of the Lease.

9. Eviction

The Landlord shall evict the Tenant only by the judicial eviction procedures available under the laws of Ohio.

11. Signatures, Certifications, and Acceptance of the Lease Addendum

The undersigned hereby acknowledge, agree to and accept in full the terms and conditions of the Lease Addendum. The undersigned hereby certify and agree as follows:

a) My attached income certification is true, correct, and complete. I agree to provide a similar certification annually upon request during the term of my occupancy.

b) The Landlord has my permission to verify my income from any source.

c) If my income certification and/or any lease application submitted by me is false, or if I fail to provide annual certifications, the Landlord will have the right to terminate my Lease and recover possession of my Unit. I understand that the Landlord is relying on my income certification in accepting me as a Tenant. This certification shall be considered part of the Lease.

Tenant:

_____ Dated: _____
(Signature of Head of Household)

_____ Dated: _____
(Signature of Adult Household Member)

LANDLORD'S LOW-INCOME ELIGIBILITY WORKSHEET AND CERTIFICATION OF QUALIFIED OCCUPANT

Building Name: _____ Initial Certification: _____

Assigned Unit No.: _____ Bedroom Size:_____ Annual Recertification:_____

PART 1 - HOUSEHOLD COMPOSITION

	Tenant's name (Last Name, First Name)	Relationship to Head	Age	Occupation	Full-Time Student
Head					
Co-Head					
3					
4					
5					

VERIFIED HOUSEHOLD INCOME

	Gross Salary or Wages	Self-Empl. Income	Rental Income, Interest, Stock Div.	Retire-ment, Pension, Annuity	Social Security	Unempl., Disability Comp.	Welfare	Alimony, Child Support	Other
Head									
2									
3									
4									
5									

COMBINED TOTAL INCOME FOR ALL HOUSEHOLD MEMBERS: $ _____

CITY WEST
RESIDENTIAL LEASE AGREEMENT

LEASE ADDENDUM FOR OCCUPANTS OF TAX CREDIT-ONLY UNITS

1. Agreement to the Terms of the Lease Addendum

The Tenant and the Landlord agree that the Tenant's Lease for the Unit is subject to the additional terms and conditions of the Lease Addendum for Occupants of Tax Credit-Only Units. The terms and conditions of the Lease Addendum are made part of the Lease.

2. Permitted Occupants

a) The Tenant agrees that only those persons listed below are authorized to reside in the Unit as members of the Tenant's household. No other persons may occupy the Unit without the advance written consent of the Landlord:

Name	SSN	Age	Relationship
			Head of Household
			Co-Head of Household

b) The Tenant and the Landlord agree that only the following person(s) are authorized to visit and/or live in the Unit as the Live-In Attendant of the Tenant, or a member of the Tenant's household:

Name	Address	Telephone	SSN

i) By signing the Lease Addendum, the Tenant certifies (1) that the Live-In Attendant is essential to the care and well-being of the Tenant or a member of the Tenant's household; (2) that the Live-In Attendant is not obligated for the support of the Tenant or any member of the Tenant's household; and (3) that the Live-In Attendant would not be present in the Tenant's Unit except to provide care to the Tenant or a member of the Tenant's household.

ii) The Tenant and the Landlord agree that the Live-In Attendant is not a member of the Tenant's household. The Tenant and the Landlord agree that the income and the assets of the Live-In Attendant shall not affect the amount of the

Tenant's rent, or the Tenant's eligibility for continued occupancy in the Unit. The Tenant agrees that the Tenant is responsible for the conduct of the Live-In Attendant. The Tenant agrees that the Landlord may terminate the Lease based on any act or omission of the Live-In Attendant that violates the Lease, the Lease Addendum, or the Rules and Regulations of the Property.

3. Rent and Utility Allowances

a) The Tenant's monthly rent under the Lease shall be $ _____.

b) The Tenant's rent may include a utility allowance based on a schedule of utility allowances established by the Landlord.

i) The Landlord may adjust the Tenant's rent from time to time based on changes to the schedule of utility allowances. The Landlord shall give the tenant no less than sixty (60) days advance notice of any change to the schedule of utility allowances. Adjustments to rent based on changes to the schedule of utility allowances shall take effect for the first rent payment due ninety (90) days after the notice of change to the schedule of utility allowances.

ii) The Landlord agrees that the utility allowance may be increased based on the special needs of any elderly member of the Tenant's household, any member of the Tenant's household that is a person with disabilities, or other special factors affecting utility usage not within the control of the Tenant. The Tenant agrees to provide documentation of any special needs.

4. Security Deposit

The Tenant agrees to pay a Security Deposit equal to the amount of the first month's rent paid by the Tenant, $_____, as of the date of the Lease Addendum.

5. Additional Obligations of the Tenant

The Tenant agrees that the following obligations will be additional obligations of the Tenant under the Lease. The Tenant agrees that the Landlord may terminate the Lease if the Tenant does not comply with the additional obligations:

a) The Tenant's household shall not consist entirely of full-time students, unless, (i) the household includes a student who is also receiving benefits under the TANF program; (ii) the household includes a student who is enrolled in a job training program receiving assistance under the Job Partnership Training Act, or under a similar Federal, State or local law; (iii) the household consists of a single parent and their children, so long as the single parent and his or her children are not declared as dependents on the tax return of another individual not residing in the household; or (iv) all students consist of a married couple filing a joint tax return.

b) The Tenant agrees to report any changes in household composition, any change in the income of the Tenant or any member of the Tenant's household, or other factors that affect the additional obligations of paragraph 4 of the Lease Addendum to the Landlord within ten (10) days of the change. The Tenant agrees that the Landlord may terminate the Lease if the Tenant fails to report the change in a timely manner, or if the Tenant provided false or misleading information to the Landlord at the time of the Tenant's application for admission, or at the time of any re-determination under the Lease.

6. Transfers

a) If the Tenant occupies a Unit with features designed to accommodate the needs of people with disabilities, and no member of the Tenant's household needs the features of the Unit, the Tenant agrees to transfer to another suitable Unit at the Property upon thirty (30) days written notice from the Landlord.

b) The Tenant agrees that the Landlord may transfer the Tenant to another Unit at the Property if the Tenant's household is over-housed or under-housed, in the event of an emergency, or other special circumstances.

7. Re-determination of Rent, Unit Size, and Eligibility

a) The Landlord shall reexamine the Tenant's eligibility to remain in the Unit, and the rent for the Unit, at the end of the Term of the Lease. The Landlord shall also reexamine the Tenant's eligibility to remain in the Unit, and the rent for the Unit, if there is any change in the composition of the Tenant's family, if there is any change in the income of the Tenant or any member of the Tenant's household, or if there is any change in any other factor affecting the Tenant's eligibility to remain in the Unit.

b) The Tenant agrees to report any change in the composition of the Tenant's family, any change in the income of the Tenant or any member of the Tenant's household, or any change in any other factor affecting the Tenant's eligibility to remain in the Unit within ten (10) days of the change.

c) The Tenant agrees to comply with any request by the Landlord to verify information affecting the rent and the eligibility of the Tenant to remain in the Unit. The Tenant agrees to provide any written consent requested by the Landlord for release of information from third parties to verify information affecting the rent and the eligibility of the Tenant to remain in the Unit. Failure or refusal to provide verifications within the time required by the Landlord, or to consent to the release of third party verifications, may result in termination of the Lease as described in paragraph 13 of the Lease.

d) The Landlord agrees to provide the Tenant with at least thirty (30) days advanced written notice of any increase in rent. The increased rent shall be effective on the first day of the month after the end of the thirty (30) day notice period; provided that, in the event the Tenant fails to report a change in circumstances within the time required by the Lease or the Lease Addendum, or if the Tenant fails to verify information affecting the

rent or the eligibility of the Tenant to remain in the Unit within the time required by the Landlord, the Landlord may increase the rent effective on the first day of the month following the month of the change in circumstances. The Landlord agrees to provide the Tenant written notice of any decrease in rent.

8. Renewal of the Lease

The Landlord may renew the Lease at the end of the Term of the Lease upon thirty (30) days notice, as provided in the Lease. Renewal of the Lease shall be in the sole discretion of the Landlord. Nothing in this paragraph shall limit the Landlord's ability to terminate the Lease, as described in the Lease or the Lease Addendum.

9. Termination of the Lease

a) During the Term of the Lease the Landlord may terminate the Tenant's lease only for good cause. For purposes of the Lease and Lease Addendum, good cause shall include any of the reasons described in the Lease and in the Lease Addendum.

a) Subject to the following special provisions, the Landlord may terminate the Lease for any such violation by delivering written notice to the Tenant that: (i) the Lease will be terminated upon the date specified in the notice, not less than three (3) days from receipt of the notice, (ii) the reasons for the termination, and (iii) that the Tenant must vacate the Unit by the date of termination.

b) Notwithstanding the foregoing, the following special provisions apply:

i) If the Tenant fails to fulfill any of the tenant obligations detailed in Sections 12(a) through 12(h) of the Lease in a manner that materially affects health or safety, the Landlord may deliver a written notice to the Tenant stating: (a) the specific acts, omissions, or events constituting the Tenant's noncompliance with his or her obligations, (b) that the Lease will terminate upon a date specified in the notice, not less than thirty (30) days after receipt of the notice, and (c) notifying the Tenant that he or she must vacate the Unit by the termination date. If the Tenant fails to remedy the conditions specified in the notice, the Lease shall terminate as provided in the notice.

ii) If the Landlord has actual knowledge or reasonable cause to believe that the Tenant, any member of the Tenant's household, any guest or visitor of the Tenant, or any other person under the Tenant's control is in violation of state or local laws regarding the use, possession, sale, or distribution of illegal drugs and/or controlled substances, the Landlord shall deliver notice to the Tenant: (a) that the Lease shall terminate within three (3) days of receipt of the notice, (b) the reasons for the termination, and (c) that the Tenant must vacate the Unit by the termination date.

c) Any notice to vacate required by the laws of Ohio, or local law will be combined with and shall run concurrently with any notice to terminate the Lease.

9. Eviction

The Landlord shall evict the Tenant only by the judicial eviction procedures available under the laws of Ohio.

10. Signatures, Certifications and Acceptance of the Lease Addendum

The undersigned hereby acknowledge, agree to and accept in full the terms and conditions of the Lease Addendum. The undersigned hereby certify and agree as follows:

a) My attached income certification is true, correct, and complete. I agree to provide a similar certification annually upon request during the term of my occupancy.

b) The Landlord has my permission to verify my income from any source.

c) If my income certification and/or any lease application submitted by me is false, or if I fail to provide annual certifications, the Landlord will have the right to terminate my Lease and recover possession of my Unit. I understand that the Landlord is relying on my income certification in accepting me as a Tenant, and that the Landlord will be seriously harmed if my income does not qualify the Unit for low-income housing tax credits. This certification shall be considered part of the Lease.

Tenant:

_____ Dated: _____
(Signature of Head of Household)

_____ Dated: _____
(Signature of Adult Household Member)

_____ Dated: _____
(Signature of Adult Household Member)

LANDLORD'S LOW-INCOME ELIGIBILITY WORKSHEET AND CERTIFICATION OF QUALIFIED OCCUPANT

Building Name: _____ Initial Certification: _____

Assigned Unit No.: _____ Bedroom Size:_____ Annual Recertification:_____

PART 1 - HOUSEHOLD COMPOSITION

	Tenant's name (Last Name, First Name)	Relationship to Head	Age	Occupation	Full-Time Student
Head					
Co-Head					
3					
4					
5					

VERIFIED HOUSEHOLD INCOME

	Gross Salary or Wages	Self-Empl. Income	Rental Income, Interest, Stock Div.	Retire-ment, Pension, Annuity	Social Security	Unempl., Disability Comp.	Welfare	Alimony, Child Support	Other
Head									
2									
3									
4									
5									

COMBINED TOTAL INCOME FOR ALL HOUSEHOLD MEMBERS:$_____

PART 2 - LOW-INCOME ELIGIBILITY CALCULATION

1. Combined Total Household Income (from Tenant Income Certification) $_____

2. HUD Area Median Income for Household Size $_____

Owner's Set-Aside Election: ____ 50% or ____ 60%

3. Is Tenant a Qualified Occupant? _____ Yes or _____ No

PART 3 - LANDLORD'S CERTIFICATION

I certify that the information contained herein is true and correct to the best of my knowledge and belief and that all verifications of Tenant's income required by Landlord under its Management Agreement with the Owner have been obtained.

_____
Landlord

CITY WEST
RESIDENTIAL LEASE AGREEMENT

MARKET RATE UNIT LEASE ADDENDUM

1. Agreement to the Terms of the Lease Addendum

The Tenant and the Landlord agree that the Tenant's Lease for the Unit is subject to the additional terms and conditions of this Lease Addendum. The terms and conditions of the Lease Addendum are made part of the Lease.

2. Permitted Occupants

a) The Tenant agrees that only those persons listed below are authorized to reside in the Unit as members of the Tenant's household:

Name	SSN	Age	Relationship
			Head of Household
			Co-Head of Household

b) The Tenant and the Landlord agree that only the following person(s) are authorized to visit and/or live in the Unit as the Live-In Attendant of the Tenant, or a member of the Tenant's household:

Name	Address	Telephone	SSN

By signing the Lease Addendum, the Tenant certifies (1) that the Live-In Attendant is essential to the care and well-being of the Tenant or a member of the Tenant's household; (2) that the Live-In Attendant is not obligated for the support of the Tenant or any member of the Tenant's household; and (3) that the Live-In Attendant would not be present in the Tenant's Unit except to provide care to the Tenant or a member of the Tenant's household. The Tenant and the Landlord agree that the Live-In Attendant is not a member of the Tenant's household.

The Tenant agrees that the Tenant is responsible for the conduct of the Live-In Attendant. The Tenant agrees that the Landlord may terminate the Lease based on any act or omission of the Live-In Attendant that violates the Lease, the Lease Addendum, or the Rules and Regulations of the Property.

3. Rent

The Tenant's monthly rent under the Lease shall be $ _____.

4. Security Deposit

The Tenant has paid and the Landlord acknowledges receipt of a Security Deposit in the amount of $ _____.

5. Transfers

a) If the Tenant occupies a Unit with features designed to accommodate the needs of people with disabilities, and no member of the Tenant's household needs the features of the Unit, the Tenant agrees to transfer to another suitable Unit at the Property upon thirty (30) days written notice from the Landlord.

b) The Tenant agrees that the Landlord may transfer the Tenant to another Unit at the Property if the Tenant's household is over-housed or under-housed, in the event of an emergency, or other special circumstances.

6. Renewal of the Lease

a) No less than thirty (30) days before the end of the Term of the Lease, the Landlord may, at its option:

i) Provide the Tenant a written notice offering the Tenant a new Lease on terms and conditions that shall be described in such notice, or

ii) Provide the Tenant written notice that the Lease will terminate at the end of the Term of the Lease.

b) If the Landlord does not exercise either of the foregoing options, the Lease shall automatically renew on the terms and conditions provided in this Lease and Lease Addendum for successive terms of one month (the "Renewed Lease"). The Landlord may terminate such Renewed Lease by providing the Tenant one (1) month advanced written notice of the Landlord's intent to terminate.

7. Termination of the Lease; Notice

a) During the Term of the Lease, the Landlord may terminate the Lease for any of the reasons described in the Lease and in the Lease Addendum. Subject to the special provisions that follow, the Landlord may terminate the Lease for any such violation by delivering written notice to the Tenant that: (i) the Lease will be terminated upon the date specified in the notice, not less than three (3) days from receipt of the notice, (ii) the reasons for the termination, and (iii) that the Tenant must vacate the Unit by the date of termination.

b) Notwithstanding the foregoing, the following special provisions apply:

i) If the Tenant fails to fulfill any of the tenant obligations detailed in Sections 12(a) through 12(h) of the Lease in a manner that materially affects health or safety, the Landlord may deliver a written notice to the Tenant stating: (a) the specific acts, omissions, or events constituting the Tenant's noncompliance with his or her obligations, (b) that the Lease will terminate upon a date specified in the notice, not less than thirty (30) days after receipt of the notice, and (c) notifying the Tenant that he or she must vacate the Unit by the termination date. If the Tenant fails to remedy the conditions specified in the notice, the Lease shall terminate as provided in the notice.

ii) If the Landlord has actual knowledge or reasonable cause to believe that the Tenant, any member of the Tenant's household, any guest or visitor of the Tenant, or any other person under the Tenant's control is in violation of state or local laws regarding the use, possession, sale, or distribution of illegal drugs and/or controlled substances, the Landlord shall deliver notice to the Tenant: (a) that the Lease shall terminate within three (3) days of receipt of the notice, (b) the reasons for the termination, and (c) that the Tenant must vacate the Unit by the termination date.

8. Surrender

The Tenant shall surrender the Unit and return the keys to the Unit to the Landlord at the end of the Lease, or upon termination of the Lease.

9. Eviction

The Landlord shall evict the Tenant only by the judicial eviction procedures available under the laws of Ohio.

10. Signatures and Acceptance of the Lease Addendum

The undersigned hereby acknowledge, agree to and accept in full the terms and conditions of the Lease Addendum.

Tenant:

_____ Dated: _____
(Signature of Head of Household)

_____ Dated: _____
(Signature of Adult Household Member)

CITY WEST
RESIDENTIAL LEASE AGREEMENT

LEASE ADDENDUM FOR OCCUPANTS OF PUBLIC HOUSING AND LOW INCOME HOUSING TAX CREDIT UNITS

1. Agreement to the Terms of the Lease Addendum

The Tenant acknowledges that the Unit is a public housing unit that may receive assistance from the Cincinnati Metropolitan Housing Authority (the "Authority"), and that the Unit is a qualified low income unit within the meaning of Section 42 of the Internal Revenue Code of 1986, as may be amended from time to time ("Section 42"). Tenant and the Landlord agree that the Tenant's Lease for the Unit is subject to the provisions of the rules of the U.S. Department of Housing and Urban Development ("HUD"), Section 42, the Landlord's agreements with the Authority, and the additional terms and conditions of the Lease Addendum for Occupants of Public Housing and Low Income Housing Tax Credit Units. The terms and conditions of the Lease Addendum are made part of the Lease. In the event of conflict between the provisions of the Lease Addendum and the provisions of the Lease, the provisions of the Lease Addendum will govern.

2. Permitted Occupants

a) The Tenant agrees that only those persons listed below are authorized to reside in the Unit as members of the Tenant's household:

Name	SSN	Age	Relationship
			Head of Household
			Co-Head of Household

b) The Tenant and the Landlord agree that only the following person(s) are authorized to visit and/or live in the Unit as the Live-In Attendant of the Tenant, or the Live-In Attendant of a member of the Tenant's household:

Name	Address	Telephone	SSN

i) By signing the Lease Addendum, the Tenant certifies (1) that the Live-In Attendant is essential to the care and well-being of the Tenant or a member of the Tenant's household; (2) that the Live-In Attendant is not obligated for the support of the Tenant or any member of the Tenant's household; and (3) that the Live-In Attendant would not be present in the Tenant's Unit except to provide care to the Tenant or a member of the Tenant's household.

ii) The Tenant and the Landlord agree that the Live-In Attendant is not a member of the Tenant's household and shall not be afforded the rights of a Tenant, or a member of a Tenant's household under the applicable provisions of HUD rules. The Tenant and the Landlord agree that the income and the assets of the Live-In Attendant shall not affect the amount of the Tenant's rent, or the Tenant's eligibility for continued occupancy in the Unit. The Tenant agrees that the Tenant is responsible for the conduct of the Live-In Attendant. The Tenant agrees that the Landlord may terminate the Lease based on any act or omission of the Live-In Attendant that violates the Lease, the Lease Addendum, or the Rules and Regulations of the Property as in effect from time to time and posted at the management office for the Property.

3. Rent and Utility Reimbursements

a) The Tenant elects to pay as rent (select one):

_____ A rent based on household income; provided that the Tenant shall make a minimum monthly rent payment of $50, minus the applicable utility allowance.

_____ A flat rent, based on a schedule determined by the Landlord.

b) The Landlord agrees that if the Tenant elects to pay a flat rent, the Tenant may immediately change to a rent based on household income if the Landlord determines that:

i) The household's income is reduced because of a loss or reduction in employment, a death in the family, or other changed circumstances.

ii) The household's expenses are increased for medical costs, child care, transportation, educational expenses, or similar items.

iii) There are other circumstances of financial hardship, as determined by the Landlord.

c) If the Tenant elects to pay a rent based on household income but cannot afford the minimum monthly rent payment of $50 because of a financial hardship expected to last ninety (90) days or more, the Tenant may request a hardship exemption from the minimum rent requirement. The Landlord agrees that in the event of a request for a hardship exemption, the minimum rent requirement shall be suspended until the Landlord

determines that there is no financial hardship, or that the financial hardship is expected to last less than ninety (90) days, or that the financial hardship is expected to last ninety (90) days or longer. The Landlord further agrees that there shall be no termination of the Lease for non-payment of rent for the ninety (90) day period beginning on the first day of the month following the month of the Tenant's request for a hardship exemption. In the event the Landlord determines that there is no financial hardship, the Tenant shall pay the Landlord all rent due and owing for the period during which the minimum rent is suspended. If the Landlord determines that the financial hardship is expected to last less than ninety (90) days, the Tenant shall pay all rent due and owing for the period during which the minimum rent is suspended based on a reasonable payment plan to be determined by the Landlord. The Tenant agrees that the Landlord may terminate the Lease for non-payment of any unpaid rent due and owing as provided in this Section 3(c). The Tenant will qualify for a hardship exemption if the Landlord determines that there is hardship that is expected to last ninety (90) days or more, including circumstances where:

i) The family has lost eligibility for or is awaiting an eligibility determination for a government assistance program;

ii) The household includes a member who is a non-citizen lawfully admitted for permanent residence in the United States and who would be eligible for public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996;

iii) The family would be evicted because of the inability to pay a minimum rent;

iv) Household income is decreased because of changed circumstances, including loss of employment;

v) There was a death in the family; or

vi) Other documented circumstances exist that the Landlord determines create a financial hardship.

d) The Tenant's monthly rent under the Lease shall be $ _____.

e) The Tenant's rent includes a utility allowance based on a schedule of utility allowances established by the Landlord. The Landlord may adjust the Tenant's rent from time to time based on changes to the schedule of utility allowances. The Landlord shall give the Tenant no less than sixty (60) days advance written notice of any change to the schedule of utility allowances. Such notice shall describe the basis for determination of the revisions, shall notify the Tenant where the Landlord's records are kept available for inspection, and shall provide the Tenant opportunity to submit written comments during a period expiring not less than thirty (30) days before the proposed change date. The Landlord agrees that the utility allowance may be increased based on the special needs of any elderly member of the Tenant's household, any member of the Tenant's household

that is a person with disabilities, or other special factors affecting utility usage not within the control of the Tenant. The Tenant agrees to provide documentation of any special needs.

f) If the utility allowance exceeds the Tenant's rent, the excess shall be paid to the Tenant as a utility reimbursement.

4. Security Deposit

The Tenant agrees to pay and the Landlord acknowledges receipt of a Security Deposit equal to the amount of the first month's rent paid by the Tenant, $ _____, as of the date of the Lease Addendum.

5. Re-determination of Rent, Unit Size and Eligibility

a) The Tenant acknowledges that under the requirements of HUD and Section 42, the Tenant's eligibility to remain in the Unit and the rent for the Unit may be affected by a change in the composition of the Tenant's family, a change in the income of the Tenant or any member of the Tenant's household, or a change in any other factor affecting the Tenant's eligibility to remain in the Unit, as described in the Lease or this Lease Addendum.

b) The Landlord shall reexamine the Tenant's eligibility to remain in the Unit, and the rent for the Unit, at the end of the Term of the Lease, and no less than annually thereafter. The Landlord shall also reexamine the Tenant's eligibility to remain in the Unit, and the rent for the Unit, if there is any change in the composition of the Tenant's family, if there is any change in the income of the Tenant or any member of the Tenant's household, or if there is any change in any other factor affecting the Tenant's eligibility to remain in the Unit.

c) The Tenant agrees to report any change in the composition of the Tenant's family, any change in the income of the Tenant or any member of the Tenant's household, or any change in any other factor affecting the Tenant's eligibility to remain in the Unit within fourteen (14) days of the change.

d) The Landlord agrees to provide the Tenant with at least thirty (30) days advanced written notice of any increase in rent caused by a change in the circumstances of the household. The increased rent shall be effective on the first day of the month after the end of the thirty (30) day notice period.

e) The Landlord agrees that any decrease in rent resulting from a verified change in household circumstances shall be effective on the first day of the month after the month in which the Tenant reports the change in circumstances.

f) The Tenant agrees to comply with any request by the Landlord to verify information affecting the rent and the eligibility of the Tenant to remain in the Unit. The Tenant

agrees to provide any written consent requested by the Landlord for release of information from third parties to verify information affecting the rent and the eligibility of the Tenant to remain in the Unit. Failure or refusal to provide verifications within the time required by the Landlord, or to consent to the release of third party verifications, may result in termination of the Lease.

6. Additional Obligations of the Landlord

The Landlord agrees that the following obligations will be additional obligations of the Landlord under the Lease:

a) The Landlord will notify the Tenant of the specific grounds for any proposed adverse action by the Landlord, in accordance with this Lease Addendum. Adverse action may include termination of the Lease, transfer of the Tenant to another unit, a change in the Tenant's rent, or a requirement to pay any charges under the Lease.

b) Except as provided in Section 9 of this Lease Addendum, each notice of adverse action shall inform the Tenant of the right to request a hearing according to the Landlord's Grievance Policy. The Grievance Policy is posted at the management office at the property. The Landlord agrees that no adverse action, except for those terminations of the Lease excluded from the Grievance Policy as provided in Section 9 of this Lease Addendum, shall take effect until after the time for the Tenant to request a hearing according to the Grievance Policy. If the Tenant requests a hearing according to the Grievance Policy, the Landlord agrees that no adverse action shall take effect until after the grievance process is completed.

7. Additional Obligations of the Tenant

The Tenant agrees that the following obligations will be additional obligations of the Tenant under the Lease. The Tenant agrees that the Landlord may terminate the Lease if the Tenant does not comply with the additional obligations:

a) The Tenant's household shall not consist entirely of full-time students, unless, (i) the household includes a student who is also receiving benefits under the Temporary Assistance for Needy Families (TANF) program; (ii) the household includes a student who is enrolled in a job training program receiving assistance under the Job Partnership Training Act, or under a similar Federal, State or local law; (iii) the household consists of a single parent and his or her children, so long as the single parent and his or her children are not declared as dependents on the tax return of another individual not residing in the household; or (iv) all students consist of a married couple filing a joint tax return.

b) The Tenant's household shall not consist entirely of immigrants who are ineligible for federal housing assistance, as defined by the applicable federal statutes and regulations. The Tenant agrees that the Landlord may adjust the Tenant's rent if any member of the Tenant's household is an immigrant who is ineligible for federal housing assistance.

c) The Tenant agrees to report any changes in household income, composition and other factors that affect the Tenant's eligibility for occupancy and other obligations of the Lease and this Lease Addendum to the Landlord within fourteen (14) days of the change. The Tenant agrees that the Landlord may terminate the Lease for repeated failure by the Tenant to report the change in a timely manner, or if the Tenant provided false or misleading information to the Landlord at the time of the Tenant's application for admission, or at the time of any re-determination under the Lease.

d) The Tenant agrees that the Landlord may terminate the Lease and require the Tenant to move to another dwelling unit at the Property based upon a change in the composition of the Tenant's household; provided that the Landlord shall have no obligation to transfer the Tenant if the Tenant is not in compliance with the terms and conditions of the Lease at the time of the transfer, or if there is no dwelling unit at the Property of appropriate size for the Tenant's household.

e) The Tenant agrees that the Landlord may terminate the Lease based upon a change in the income of the Tenant or any member of the Tenant's household, or a change in any other factor affecting the Tenant's eligibility to remain in the Unit.

f) The Tenant agrees that each adult member of the household age eighteen (18) or over shall engage in at least eight hours per month of community service or self-sufficiency activity approved by the Landlord. The Tenant agrees that if the Landlord determines that any adult household member fails to comply with the community service and self-sufficiency requirements of this Section 7(f), the Landlord may terminate the Lease at the end of the twelve (12) month period following the Tenant's last annual reexamination; provided that:

i) The Landlord shall notify the Tenant of any non-compliance with the community service and self-sufficiency requirements and shall notify the Tenant of the right to cure non-compliance with the requirements of this Section 7(f).

ii) The Tenant may cure non-compliance with the requirements of this Section 7(f) if the Tenant and each adult household member enter into a written agreement with the Landlord under which each non-compliant adult household member will complete no less than ninety-six (96) hours of community service or self-sufficiency activity by the end of the twelve (12) month period following the Tenant's last annual reexamination, and under which every other adult household member agrees to remain in compliance with the requirements of this Section 7(f).

iii) The Landlord agrees that the Lease will not be terminated if, at the time the Tenant enters into the written compliance agreement, the Landlord determines that the non-compliant adult household member is no longer in the household.

iv) The provisions of this Section 7(f) shall not apply to a member of the household who (A) is under the age of eighteen (18) or is age sixty-two (62) or

more; (B) is a blind person, or a disabled person as defined by the Social Security Act in 42 U.S.C. §216(i) or §1614; (C) is the primary caretaker of a blind person, or a disabled person as defined by the Social Security Act in 42 U.S.C. §216(i) or §1614; (D) is working thirty (30) hours per week or engaged in other self-sufficiency activities approved by the Landlord; (E) meets the requirements for exemption from participation in work activities under a state program funded under Title IV-A of the Social Security Act or under any other welfare program in Ohio; or (F) is a member of a household receiving Transitional Assistance for Needy Families or any other welfare assistance in Ohio and has not been found to be out of compliance with the requirements of that program.

g) If the Tenant disputes the amount of rent owed by the Tenant to the Landlord by requesting a hearing according to the Landlord's Grievance Policy, the Tenant agrees to pay the full amount of rent due to the Landlord, including the disputed amount. The Landlord shall hold the disputed amount of rent in escrow for the Tenant until the grievance process is complete; provided that:

i) The amount the Tenant shall deposit is the amount determined by the Landlord to be due and payable beginning with the rent for the month preceding the month in which the Tenant's act or failure to act occurred. After the initial deposit, the Tenant shall deposit the same amount each month until the Tenant's grievance is resolved by decision after a grievance hearing, as provided in the Landlord's Grievance Policy.

ii) The Landlord shall waive the Tenant's obligation to deposit rent in escrow if the Landlord determines that the Tenant is unable to make the payments because of financial hardship as defined by HUD regulations.

iii) Unless the Landlord waives the Tenant's obligation to deposit rent in escrow, the Tenant's failure to make the escrow deposit shall terminate the Grievance Policy. The failure to make the escrow deposit will not waive the Tenant's right to contest the matter through a judicial proceeding.

8. Renewal of the Lease

The Lease shall automatically renew at the end of the Term of the Lease, unless the Tenant is in violation of the Lease or the terms and conditions of this Lease Addendum. The Lease will not be renewed if the Tenant refuses to accept the terms and conditions of the renewal of the Lease. Nothing in this Section shall limit the Landlord's ability to terminate the Lease, as described in the Lease or this Lease Addendum.

9. Termination of the Lease; Notice

a) During the Term of the Lease the Landlord may terminate the Tenant's lease only for good cause. For purposes of the Lease and Lease Addendum, good cause shall include any of the reasons described in the Lease and in the Lease Addendum.

b) The Landlord may terminate the Lease for non-payment of rent by delivering written notice to the Tenant that the Lease will be terminated upon the date specified in the notice, not less than fourteen (14) days from receipt of the notice.

c) The Landlord may terminate the Lease by delivering written notice to the Tenant that the Lease will be terminated upon the date specified in the notice, not less than ten (10) days but not more thirty (30) days from receipt of the notice, depending on the severity of the situation, if the Tenant or any member of the Tenant's household: (i) engages in any drug-related or violent criminal activity, or (ii) is convicted of a felony.

d) Notwithstanding the foregoing, the Landlord shall terminate the Tenant's Lease if the Landlord has actual knowledge or reasonable cause to believe that the Tenant, any member of the Tenant's household, any guest or visitor of the Tenant, or any other person under the Tenant's control is in violation of state or local laws regarding the use, possession, sale, or distribution of illegal drugs or controlled substances by delivering written notice to the Tenant that the Lease will be terminated three (3) days from receipt of the notice and that the Tenant must vacate the Unit by such date.

e) The Landlord may terminate the Tenant's Lease any other reason by delivering written notice to the Tenant that the Lease will be terminated thirty (30) days from receipt of the notice.

f) To the extent that applicable law would require a different notice period than stated above, the Landlord shall provide notice in accordance with all applicable legal requirements.

g) A notice of termination of the Lease shall state the specific grounds for termination of the Lease, and shall inform the Tenant that the Tenant may reply to the notice. The notice of termination will advise the Tenant of the right to examine any documents in the possession of the Landlord that are directly relevant to the termination of the Lease. When an opportunity for an informal conference and/or hearing is required by the Grievance Policy, the notice of termination will inform the Tenant of the right to request such conference and/or hearing.

h) The Landlord shall not be required to offer the Tenant an informal conference and/or a hearing pursuant to the Grievance Policy if the Lease is terminated because of: (i) criminal activity that threatens the health, safety, or right of peaceful enjoyment of the Property by other tenants or by employees or agents of the Landlord; (ii) any violent or drug-related criminal activity on or off the Property; or (iii) any criminal activity that results in the felony conviction of the Tenant or a member of the Tenant's household. If the Landlord terminates the Lease for the reasons described in this paragraph, the notice of termination will state: (i) the specific reasons for the termination of the Lease; (ii) that the Tenant is not entitled to a hearing under the Grievance Policy; (iii) that the Landlord will evict the Tenant by the judicial eviction procedures available under the laws of Ohio; and (iv) that HUD has determined that the judicial eviction procedures available under

the laws of the State of Ohio contain the basic elements of due process, as defined by HUD.

i) The Tenant acknowledges that the rent paid for the Tenant's Unit may be subsidized by an operating subsidy payment received by the Landlord from the Authority pursuant to federal law and any applicable regulations of the HUD. In the event of a shortfall in operating subsidy payments, or if the operating subsidy payment is reduced or eliminated, without cause by Landlord, the Tenant acknowledges that, subject to HUD requirements and the agreement of the Authority, the Landlord may modify the terms and conditions of the Lease and this Lease Addendum. Subject to HUD requirements and the agreement of the Authority, the Tenant agrees that in the event of a shortfall, or if the operating subsidy payment is reduced or eliminated, Landlord may terminate the Lease and require the relocation of the Tenant. The Landlord acknowledges that the Tenant may receive an offer of replacement public housing, or an offer of a Section 8 Housing Choice Voucher, from the Authority. The Landlord may choose to continue the Lease if the Tenant receives a Section 8 Housing Choice Voucher from the Authority.

j) Any notice to vacate required by the laws of the State of Ohio may be combined with and may run concurrently with any notice to terminate the Lease.

10. Surrender

The Tenant shall surrender the Unit and return the keys to the Unit to the Landlord at the end of the Lease, or upon termination of the Lease.

11. Eviction

The Landlord shall evict the Tenant only by the judicial eviction procedures available under the laws of the State of Ohio.

12. Signatures, Certifications and Acceptance of the Lease Addendum

The undersigned hereby acknowledge, agree to and accept in full the terms and conditions of the Lease Addendum. The undersigned hereby certify and agree as follows:

a) My attached income certification is true, correct, and complete. I agree to provide a similar certification annually upon request during the term of my occupancy.

b) The Landlord has my permission to verify my income from my employer, using the attached form now and on an annual basis.

c) If my income certification and/or any lease application submitted by me is false, or if I fail to provide annual certifications, the Landlord will have the right to terminate my Lease and recover possession of my Unit. I understand that the Landlord is relying on my income certification in accepting me as a Tenant, and that the Landlord will be seriously harmed if

my income does not qualify the Unit for low-income housing tax credits. This certification shall be considered part of the Lease.

Tenant:

_____ Dated: _____
(Signature of Head of Household)

_____ Dated: _____
(Signature of Adult Household Member)

_____ Dated: _____
(Signature of Adult Household Member)

MANAGING LANDLORD'S LOW-INCOME ELIGIBILITY WORKSHEET AND CERTIFICATION OF QUALIFIED OCCUPANT

Building Name: _____ Initial Certification: _____

Assigned Unit No.: _____ Bedroom Size:_____ Annual Recertification:_____

PART 1 - HOUSEHOLD COMPOSITION

	Tenant's name (Last Name, First Name)	Relationship to Head	Age	Occupation	Full-Time Student
Head					
Co-Head					
3					
4					
5					

VERIFIED HOUSEHOLD INCOME

	Gross Salary or Wages	Self-Empl. Income	Rental Income, Interest, Stock Div.	Retire-ment, Pension, Annuity	Social Security	Unempl., Disability Comp.	Welfare	Alimony, Child Support	Other
Head									
2									
3									
4									
5									

COMBINED TOTAL INCOME FOR ALL HOUSEHOLD MEMBERS:$_____

PART 2 - LOW-INCOME ELIGIBILITY CALCULATION

1. Combined Total Household Income (from Tenant Income Certification) $_____
2. HUD Area Median Income for Household Size $_____

Owner's Set-Aside Election: ____ 50% or ____ 60%

3. Is Tenant a Qualified Occupant? _____ Yes or _____ No

PART 3 - MANAGEMENT AGENT'S CERTIFICATION

I certify that the information contained herein is true and correct to the best of my knowledge and belief and that all verifications of Tenant's income required by the Agent under its Management Agreement with the Owner have been obtained.

_____
Agent

City West
PET OWNERSHIP RULES

These Pet Ownership Rules are developed in accordance with the U.S. Department of Housing and Urban Development and shall not supercede any local or State laws. For the purposes of these Pet Ownership Rules, all Tenants keeping pets will be referred to as "Tenant Pet Owners." The Pet Ownership Rules do not apply to any animal owned by a Tenant, or a guest or visitor of a Tenant, where the animal is individually trained or otherwise able to provide assistance to a qualified person with a disability. In addition, the Pet Ownership Rules do not apply to any animal shown by documentation to be necessary in order for a qualified person with a disability to use and enjoy a dwelling Unit at City West, including animals shown to be necessary for the emotional well being of a qualified person with a disability. Nothing in the Pet Ownership Rules otherwise affects the Agent's authority to regulate tenant ownership of an animal that provides assistance to a qualified person with a disability, or of an animal that is shown to be necessary for the emotional well being of a qualified person with a disability.

No visiting pets are permitted. This includes pets being kept temporarily on the premises.

1. Common Household Pets

The types of pets described below are considered "Common Household Pets". No types of pets other than the following may be kept by a tenant. The following types and qualifications are consistent with applicable State and local law.

a) Dogs: The maximum number permitted is one (1) dog. The maximum adult weight cannot exceed twenty-five (25) pounds. The dog must be housebroken, spayed or neutered, must have all State required inoculations, and must be licensed as specified now or in the future by State law and local ordinance. Any litter resulting from the dog must be removed immediately from the Unit.

b) Cats: The maximum number permitted is one (1) cat. The cat must be declawed, trained to use a litterbox or other waste receptacle, spayed or neutered, must have all State required inoculations, and must be licensed as specified now or in the future by State law and local ordinance. Any litter resulting from the cat must be removed immediately from the Unit.

c) Birds: The maximum number permitted is two (2) birds. The only permitted breeds of bird are canaries and finches. The bird(s) must be enclosed in a cage at all times.

d) Fish: The maximum aquarium size is ten (10) gallons and must be maintained on an approved stand.

e) Turtles: The maximum number permitted is one (1) turtle. The turtle must be enclosed in an acceptable cage or container at all times.

2. Prohibited Pets

The following are NOT considered Common Household Pets and are not permitted:

a) Domesticated dogs that exceed twenty-five (25) pounds. (Animals certified to assist persons with disabilities are exempt from this weight limitation).

b) Rodents and rabbits.

c) Vicious or intimidating pets. Purebred and mixed-breed dogs whose pedigree contains one or more of the following breeds are considered vicious or intimidating breeds and are not allowed: pit bull, Rottweiler, Chow, Boxer, Doberman, Dalmatian, and German Shepherd.

d) Animals who would be allowed to produce offspring for sale.

e) Wild, feral, or any other animals that are not amenable to routine human handling.

f) Any poisonous animals of any kind.

g) Fish in aquariums exceeding ten gallons in capacity.

h) Non-human primates.

i) Animals whose climatological needs cannot be met in the unaltered environment of the individual dwelling Unit.

j) Pot-bellied pigs.

k) Ferrets or other animals whose natural protective mechanisms pose a risk of serious bites and/or lacerations to small children.

l) Hedgehogs or other animals whose protective instincts and natural body armor produce a risk of serious puncture injuries to children.

m) Pigeons, doves, mynahs, psittacines, and birds of other species that are hosts to the organisms that cause psittacosis in humans.

n) Snakes, lizards, or other kinds of reptiles (except for turtles).

3. Registration Requirements

Pets must be registered with Agent before they are brought onto the premises. Registration includes certificate signed by a licensed veterinarian or State/local authority that the pet has received all inoculations required by State or local law, has no communicable disease(s), and is pest-free. Registration must be renewed and will be coordinated with the annual reexamination date. Proof of license and inoculation will be submitted at least thirty (30) days prior to annual reexamination.

4. Pet Ownership Rules

The Tenant Pet Owner acknowledges and agrees to abide by the following rules:

a) The Tenant Pet Owner acknowledges and agrees that he/she is responsible and liable for all damages caused by his/her pet(s) or the pet(s) of any household member.

b) All complaints of cruelty and all dog bites will be referred to animal control or applicable agency for investigation and enforcement.

c) All common household pets are to be fed inside the apartment. Feeding is not allowed on porches, sidewalks, patios or other outside areas.

d) Tenant Pet Owners shall not feed any stray animals; doing so, or keeping stray or unregistered animals, will be considered having a pet without permission.

e) No animals may be tethered or chained outside or inside the Unit.

f) When outside the Unit, all pets must be on a leash or in an animal transport enclosure and under the control of a responsible individual.

g) All fecal matter deposited by the pet(s) must be promptly and completely removed from any common area, including any pet or animal exercise area. Failure to do so will result in a Pet Waste Removal charge to the Tenant Pet Owner, which will consist of all reasonable charges incurred by Agent. All animal waste or the litter from litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags, and placed in a trash bin.

h) Litter boxes shall be stored inside the Tenant Pet Owner's dwelling Unit or in animal enclosures maintained within dwelling Units AND must be removed and/or replaced regularly. Failure to do so will result in a Pet Waste Removal charge. Litter shall not be disposed of by being flushed through a toilet.

i) The Tenant Pet Owner shall take adequate precautions to eliminate any animal or pet odors within or around the Unit and to maintain the Unit in a sanitary condition at all times.

j) The Tenant Pet Owners shall treat his or her pet with effective flea and tick measures that produce no toxic hazard to children who may come into contact with treated animals.

k) The Tenant Pet Owner acknowledges and agrees to the Agent's right to enter the Unit when there is evidence that an animal left alone is in danger or distress, or is creating a nuisance.

l) The Tenant Pet Owner acknowledges and agrees to the Agent's right to seek impoundment and sheltering of any animal found to be maintained in violation of the Pet Ownership Rules, pending resolution of any dispute regarding such violation, at the Tenant Pet Owner's expense. The Tenant Pet Owner shall be responsible for any impoundment fees, and Agent accepts no responsibility for pets so removed.

m) Failure to abide by any animal-related requirement or restriction constitutes a violation of the Tenant Obligations in the Tenant Pet Owner's Lease Agreement.

n) Tenant Pet Owners will prevent disturbances by their pets that interfere with the quiet enjoyment of the premises of other tenants in their Units or in common areas. This includes, but is not limited to, loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

o) Tenant Pet Owners shall not alter their Unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.

5. Pet Free Areas

The following areas are designated as no-pet areas:

a) Playgrounds

b) Agent offices

c) Community centers

6. Deposits for Pets

a) Tenant Pet Owners must pay a Pet Deposit of $300 for the purpose of defraying all reasonable costs directly attributable to the presence of a particular pet.

b) The Tenant Pet Owner will be responsible for all reasonable expenses directly related to the presence of the animal or pet on the premises, including the cost of repairs to the Property, and the cost of animal care facilities if needed. These

charges are due and payable within thirty (30) days of written notification. Agent reserves the right to change or increase the required deposit by amendment to these rules. Agent will refund the Pet Deposit to the Tenant Pet Owner, less any damage caused by the pet to the dwelling Unit, within a reasonable time after the Tenant Pet Owner moves or upon removal of the pet from the Unit.

c) All reasonable expenses incurred by Agent as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the Tenant Pet Owner, including, but not limited to:

(i) The cost of repairs and replacements to the Tenant Pet Owner's Unit;

(ii) Fumigation of the Unit;

(iii)Common areas of the Property if applicable

(iv)Pet Waste Removal charges.

d) The expense of flea disinfestations shall be the responsibility of the Tenant Pet Owner. If the Tenant Pet Owner is in occupancy when such costs occur, the Tenant Pet Owner shall be billed for such costs as a current charge. Failure to pay current charges will be considered a violation of the Lease. If such expenses occur as the result of a move-out inspection, they will be deducted from the Pet Deposit. The Tenant Pet Owner will be billed for any amount that exceeds the Pet Deposit. The Pet Deposit will be refunded when the Tenant Pet Owner moves out or no longer has a pet on the premises, whichever occurs first.

e) Pet Deposits are not a part of rent payable by the Tenant Pet Owner.

7. Pet Waste Removal Charges

a) All fecal matter deposited by the pet(s) must be promptly and completely removed from any common area. Failure to do so will result in a Pet Waste Removal charge to the Tenant Pet Owner, which will consist of all reasonable charges incurred by Agent. All animal waste or the litter from litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags, and placed in a trash bin. Litter shall not be disposed of by being flushed through a toilet.

b) Pet Waste Removal charges are not part of rent payable by the Tenant Pet Owner.

8. Pet Area Restrictions

a) Pets must be maintained within the Tenant Pet Owner's Unit. When outside of the Unit (within the building or on the grounds) dogs and cats must be kept on a leash or carried and under the control of the Tenant Pet Owner or other responsible individual at all times.

b) Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas that are entrances to and exits from the building.

9. Litterbox Requirements

All animal waste or the litter from litter boxes shall be picked up/emptied daily by the pet owner, disposed of in heavy, sealed plastic trash bags, and placed in a trash container immediately. Litter shall not be disposed of by being flushed through a toilet. Litter boxes shall be stored inside the Tenant Pet Owner's dwelling Unit.

10. Pet Care

a) No pet (excluding fish) shall be left unattended in any apartment for a period in excess of twenty-four (24) hours.

b) All Tenant Pet Owners shall be responsible for adequate care, nutrition, exercise and medical attention for their pet(s).

c) All Tenant Pet Owners acknowledge that other tenants may have chemical sensitivities or allergies related to pets, or may be easily frightened or disoriented by animals. All Tenant Pet Owners agree to exercise courtesy with respect to other tenants.

11. Responsible Parties

The Tenant Pet Owner will be required to designate two (2) "Responsible Parties" for the care of the pet(s) if the health or safety of the pet is threatened by the death or incapacity of the Tenant Pet Owner, or by other factors that render the Tenant Pet Owner unable to care for the pet(s).

12. Pet Ownership Rule Violation Notice

a) The authorization for a common household pet may be revoked at any time subject to Agent's Grievance Policy if the pet becomes destructive or a nuisance

to others, or if the Tenant Pet Owner fails to comply with these Pet Ownership Rules.

b) Tenant Pet Owners who violate these Pet Ownership Rules are subject to mandatory removal of the pet(s) from the premises within thirty (30) days of notice by the Agent; or if for a threat to health and safety, removal within twenty-four (24) hours of notice by the Agent.

c) If a determination is made on objective facts supported by written statements, that a Tenant Pet Owner has violated the Pet Ownership Rules, written notice will be served on the Tenant Pet Owner. Such notice will state:

   (i) A brief statement of the factual basis for the determination and the Pet Ownership Rules that were violated;

   (ii) That the Tenant Pet Owner has ten (10) business days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation;

   (iii) That the Tenant Pet Owner is entitled to be accompanied by another person of his or her choice at the meeting; and

   (iv) That the Tenant Pet Owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate the Tenant Pet Owner's tenancy.

d) If the Tenant Pet Owner requests a meeting within the ten (10) business day period, the meeting will be scheduled no later than ten (10) business days before the effective date of service of the notice, unless the Tenant Pet Owner agrees to a later date in writing.

13. Notice for Pet Removal

If the Tenant Pet Owner and Agent are unable to resolve the violation at the meeting or the Tenant Pet Owner fails to correct the violation in the time period allotted by the Agent, the Agent may serve notice to remove the pet(s). Such notice shall contain:

a) A brief statement of the factual basis for the Agent's determination of the Pet Ownership Rule that has been violated;

b) The requirement that the Tenant Pet Owner must remove the pet(s) within ten (10) business days of the notice; and

c) A statement that failure to remove the pet(s) may result in the initiation of termination of tenancy procedures in accordance with the Lease and Lease Addendum.

14. Termination of Tenancy

Agent may initiate procedures for termination of tenancy based on a Pet Ownership Rule violation if:

a) The Tenant Pet Owner has failed to remove the pet(s) or correct a Pet Ownership Rule violation within the time period specified; and

b) The Pet Ownership Rule violation is sufficient to begin procedures to terminate the tenancy under terms of the Lease and Lease Addendum.

15. Pet Removal

a) If the death or incapacity of the Tenant Pet Owner threatens the health or safety of the pet, if a pet is poorly cared for, or has been left unattended for over twenty-four (24) hours, or other factors occur that render the Tenant Pet Owner unable to care for the pet, the Agent shall report the situation to the Responsible Parties designated by the Tenant Pet Owner.

b) If neither Responsible Party is willing or able to care for the pet, if Agent after reasonable efforts cannot contact the responsible party, or if no Responsible Party has been designated, the Agent may:

   (i) Contact the appropriate State or local agency and request the removal of the pet, or

   (ii) Place the pet in a proper facility for up to thirty (30) days.

   If there is no other solution at the end of thirty (30) days, the Agent may donate the pet to a humane society. Cost of this professional care will be borne by the Tenant Pet Owner.

c) If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

16. Emergencies

a) The Agent will take all necessary steps to insure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an

immediate threat to the health or safety of others, are referred to the appropriate State or local agency authorized to remove such animals.

b) If it is necessary for Agent to place the pet in a shelter facility, the cost will be the responsibility of the Tenant Pet Owner.

17. Designation of Responsible Parties; Acknowledgment and Signature

The undersigned hereby designate(s) the following two (2) persons to act as Responsible Parties for the care of my pet(s) in the event that I/we are unable to care for the pet(s):

Name of Responsible Party	Phone Number of Responsible Party
Name of Responsible Party	Phone Number of Responsible Party

The undersigned hereby acknowledge, agree to and accept in full the terms and conditions of these Pet Ownership Rules.

Tenant Signature	Date
Tenant Signature	Date
Management Agent Signature	Date

Lease Attachment:
City West Rules and Regulations

All parts of the Lease, including these Rules and Regulations, apply equally to all children, as well as adults. **Parents are responsible for any damage by their children.**

Tenants are responsible for the actions of all household members, guests and visitors. Tenants will be held responsible for any violations of the Lease and the Rules and Regulations caused by their guest and may be subject to eviction for these violations.

Repeated, documented violations of these Rules and Regulations are reasons for terminating your lease.

1. Common Areas

"Private Exterior Space" is defined as the space immediately in front of and behind the Unit, including patios, lawn areas, balconies, or decks. "Common Areas" are defined as all other space in City West. Common Areas include, but are not limited to entrances, sidewalks, parking areas, and common yards.

Tenants shall not place, store, or leave bicycles, strollers, toys, wagons, shopping carts, furniture, clothing, brooms, mops, garbage cans, wood newspapers, swimming pools, or any other items in the site's Common Areas.

If a Tenant leaves items in the Common Areas, Management will remove and dispose of all items at the Tenant's expense.

Consumption of alcoholic beverages in any of the Common Areas is not permitted.

Littering or trash disposal in the Common Areas, playgrounds, sidewalks, parking areas, park or streets is prohibited.

2. Gardens and Patios

Gardens are permitted, but must be in the rear of Unit or within three (3) feet of the front or side of the building. Gardens must be well groomed and should be enclosed with low landscape border fencing.

Tenants may use grills provided, however, that any grill must be kept at least ten (10) feet away from any building while in use.

3. Pest Control

Each Unit and the Common Areas are treated for pest control on a routine basis when necessary. Tenants will be given at least seventy-two (72) hours notice of any extermination appointments, and full compliance with the notice, including removing items from kitchen cabinets and covering food and utensils is required. All Tenants agree to allow Management the entry and completion of any routine or scheduled extermination. A fine of $25.00 will be incurred for any Tenant violating this policy.

Tenants should contact Management to request to be placed on the list for extermination.

4. Trash

The Agent will supply trash cans for each Unit. Tenants must dispose of trash in the trash cans designated for their Units. Tenants will place the cans on the curbside for collection by the city the evening before collection. If a Tenant requires disposal of a large item (for example a kitchen appliance or couch) the Tenant must make arrangements through Management for its removal. The Tenant will receive a standard commercial charge for such a removal.

5. Clotheslines

Clotheslines are not permitted outside at any time.

6. Antennas and Satellite Dishes

All Units are "cable ready," therefore no outside antennas are permitted. Any additional cable receptacles will require written permission of Management. A licensed electrician or employee of the local cable company must perform the installation. The cost is the responsibility of the Tenant. The installation becomes part of the Unit and will remain when the Tenant moves from the Unit.

Satellite dishes are permitted only in the portion of the Tenant's Unit that is within the Tenant's Private Exterior Space (as defined above), including any porches, terraces or balconies. The Tenant may not install a satellite dish in any Common Area (as defined above). When installing a satellite dish, the Tenant may not drill holes, or damage or alter walls, windows, balconies, porches or any part of the Unit.

Any Tenant wishing to have a satellite dish installed must first obtain approval from Management. Management may, at its option, require a reasonable security deposit to cover any physical damage caused by installation as well as an insurance policy that covers Management.

7. Parking / Motor Vehicles

Each household will be allocated one (1) parking spot, located behind its Unit. All vehicles parked in the Development's parking areas must have an up-to-date state vehicle registration and must be operational. Any Tenant who owns a vehicle must register the vehicle with Management to park it at the Development. No commercial vehicles may be parked in the Development's parking areas.

Vehicle repairs, including oil changes and auto bodywork, may not be performed while parked in the Development's parking areas, nor may vehicles be washed on the premises.

No unregistered vehicles will be allowed on the property. The owner of an unregistered vehicle will be notified in writing by management to register or remove the vehicle within fourteen (14) days. If the vehicle is not registered or removed within that period, it will be towed at owner's expense with no further notice.

Vehicles parked in "NO PARKING" or "HANDICAPPED" designated areas may be towed at the expense of the owner without warning. There will be no exceptions.

8. Locks

Any changes to or additions of locks (i.e. deadbolt) must receive prior permission from Management and installation must be performed by maintenance. Tenants must provide Management with a key for each lock. The fee for lock changes is $25 per lock and $5 per key.

There will be no charge for the first time a Tenant gets locked out of the Unit. Charges for subsequent lock-outs will be $50 for each occurrence.

9. Alterations to Apartments

No additions, alterations, or repairs may be made to any Unit without the prior written consent of Management. This includes, but is not limited to, bar or counter attachments, plumbing fixtures, locks (chain or deadbolt), painting, mirror tiles, wallpaper, or any other attachment to the floor, ceiling or wall. Management may require the professional installation services for any alteration and may require the Tenant to return the Unit to its original condition upon moving out.

Wires, cables, exterior radio or television serials shall not be installed on the grounds or attached to any part of the buildings. Cable wires must not be draped across the floor of apartments.

Pictures must be hung using picture-hanging nails. Adhesive picture hangers are not permitted.

10. Guests

Tenants must obtain the approval of Management for all guests and visitors staying in the Unit for more than two (2) consecutive days, and no guest or visitor may stay in the Unit for more than two (2) weeks in any twelve (12) month period except for Live-In-Attendants approved by Management and recorded on the Lease Addendum. All Tenants are responsible for the actions of any members of the Tenant's household, guests, or any other person under the Tenant's control. No one may occupy the apartment unless he or she is named on the Tenant's Lease Agreement.

11. Noise

The Tenant shall not permit any musical instrument, radio, television, stereo, or other like device to be used above a normal tone. Normal tone means the device cannot be heard from the exterior of the Unit and does not interfere with the quiet enjoyment of any neighbors.

Excessive interference with the rights of others will not be tolerated. Annoyance by unreasonable noises, such as loud music, including car music, car horns, pets, and voices (especially between the hours of 11:00 p.m. and 7:00 a.m.) will not be tolerated. Repeated violations (exceeding two (2) incidents per six (6) month period) may lead to Management action, up to and including termination of the Lease.

12. Tenants' Interpersonal Conflicts

Tenants are urged to try and solve their differences with their neighbors before contacting Management.

Complaints and concerns from Tenants will be dealt with by Management promptly. Tenants are instructed to address grievances directly to the Property Manager.

Whether it is a noise complaint, a dispute over parking, reports of illegal activity, or any other matter that affects the quality of life for a Tenant, Management will attempt to provide an atmosphere of fairness in resolving grievances or disputes. Tenants are reminded that repeated minor violations or a single major violation of the terms of the Lease are grounds for eviction. At the first evidence of a problem, Management will meet with the Tenant(s); state clearly the behavior that may not continue and the consequences of continued or repeated behaviors. Every effort will be made to assist the Tenant in correcting the problem.

13. Use of Dwelling Unit

a. Tenants shall use their Units only for their primary residences. If a Tenant wishes to use a Unit for incidental use of his or her trade or business, prior written approval of the Agent shall be required. Any such incidental use must be in compliance with local zoning laws, building codes and other applicable laws, must comply with all insurance and indemnification requirements established by the Owner as required by the Owner's insurance policies, and must maintain and provide evidence of all necessary licenses.

The Agent may, in its sole discretion, establish and periodically revise additional standards for granting or denying any approval as described in this paragraph and may withdraw any approval after it has been granted.

b. No dangerous or flammable items may be stored in or around the Unit.

c. No signs are permitted on doors or windows.