

TENANT SELECTION PLAN

Concord at Sheridan Chicago, Illinois

I. INTRODUCTION

This **Tenant Selection Plan**, (“the Plan”) outlines the procedures that The Habitat Company LLC, (“Management”) will follow in selecting tenants for the **Concord at Sheridan** development (the “Development”).

Management is responsible for implementing the procedures outlined in the Plan.

II. PROJECT DESCRIPTION & UNIT MIX

The Concord at Sheridan is a multi-family development located in Chicago’s Rogers Park neighborhood at 6418 N. Sheridan Road, Chicago, IL. The development includes six (6) stories totaling 111 residential units above a common area lobby which includes the mailroom, package and bike room storage; 30,000 square feet of retail space with a separate entrance above a below-grade parking facility. The connected retail and parking facility portion of the development is not covered under this plan.

The development includes one-bedroom and two-bedroom units. There will be affordable, Low Income Housing Tax Credit (LIHTC) units with additional funding subsidies provided through the Chicago Housing Authority project-based vouchers which are transfer of assistance from a public housing site transitioning through HUD’s Rental Assistance Demonstration RAD PBV units funding (“RAD PBV Units”). The development may also offer units that are subject to the LIHTC requirements only and not reserved for CHA Households (“LIHTC-only Units”). The development includes unrestricted units that are not subject to any affordability requirements (“Market Units”).

Rent-Assisted Units:

The Project includes 65 RAD PBV units that will be governed by a housing assistance payment (HAP) contract and also subject to the provisions of the Federal Low Income Housing Tax Credit program (“LIHTC Requirements”). Management recognizes that there are additional rights and responsibilities for applicants of the RAD PBV units under CHA’s Administrative Plan for the Housing Choice Voucher Program. Notwithstanding any provisions of this Plan to the contrary, in the event of any conflict between the Plan and the LIHTC Requirements or the Federal Tax Exempt Bond Financing Program (“Bond Requirements”), the LIHTC and/or Bond Requirements shall govern.

Income Restrictions:

The RAD PBV units and LIHTC units will be restricted to households with incomes no more than either 50% or 60% of current Area Median Income (AMI) and will be subject to the LIHTC and Bond Requirements. The Market Units will not have any maximum income limits.

# of Units	Resident Requirements
xx	RAD PBV units are non-age restricted units meeting LIHTC Requirements with incomes no more than 50% of current area median income ("LIHTC Units")
xx	RAD PBV units are non-age restricted units meeting LIHTC Requirements with incomes no more than 60% of current area median income ("LIHTC Units")
xx	Non-age Restricted/ Not Income Restricted/ Market Rate Units ("Market Rate Units").

The following policies and procedures will apply to all applicants screening for the Development. Management recognizes that there are additional rights and responsibilities for RRC applicants under the CHA Leaseholder Housing Choice and Relocation Rights Contract 10/1/99 ("RRC") and Chicago Housing Authority Administrative Plan for the Housing Choice Voucher Program who apply for RAD PBV units.

Smoke Free Housing Policy

The development has a Smoke Free Housing Policy. Smoking is prohibited in any area of the property, private, public and common, whether enclosed or outdoors. This policy applies to all owners, property staff, applicants, residents, guests, and service providers.

"Smoking" shall include the inhaling, exhaling, or carrying of any lighted cigarette, e-cigarette, cigar, pipe, other tobacco product, marijuana including medical marijuana, herbal smoking products "Legal Weed" or products known as "bath salts" or other legal or illegal substance.

A. Regulations of Smoking Indoors

1. Smoking shall be prohibited in all indoor areas of CONCORD AT SHERIDAN. This includes, but is not limited to, the community building, all common areas, individual apartments, hallways, stairs, elevators, restrooms, motor vehicles owned or leased by CONCORD AT SHERIDAN, and any other enclosed areas.

B. Regulation of Smoking Outdoors

1. Notwithstanding the above prohibition on smoking in enclosed areas, the owner/agent shall also prohibit smoking in all outdoor areas, including, but not limited to parking lots, outside doorways, individual apartment decks, balconies and patios.
2. Designated smoking areas will be allowed 15 feet from the entrances of the building.
3. Residents, guests and service providers are required to dispose of cigarette butts, matches and garbage in the appropriate dispensers maintained in the designated smoking area.

4. Residents, guests and service providers are allowed to use the outdoor designated smoking area at any time, but must not infringe on any resident's right to the quiet enjoyment of their apartment.

C. Communication of Smoke Free Housing Policy

1. The Smoke Free Housing policy will be communicated to new staff at the time of employment and to new residents at application or prior to admission and/or prior to the signing of a lease.
2. Vendors will be notified at the beginning of any engagement.
3. It is the responsibility of the resident to notify any guest, service provider hired by the resident or a resident's representative, of the Smoke Free Housing Policy.

D. Enforcement of The Smoke Free Housing Policy

1. All residents understand that enforcement of the Smoke Free Housing Policy and all other policies is the responsibility of the owner/agent and the property staff. Residents will not "self-police" the property. Under no circumstances will a resident approach another resident, a resident's guest or a service provider to inquire about smoking or attempt to stop smoking on the property.
2. If a resident witnesses or suspects that a non-exempt resident is smoking, the proper action is to advise the property staff during normal business hours.
3. If a resident witnesses or suspects that another resident's guest, service provider or representative is smoking, the proper action is to advise the property staff during normal business hours.
4. Approaching a resident to enforce the lease or house rules is considered "tenant on tenant" harassment and is strictly prohibited. This action is grounds for termination of tenancy (eviction).
5. The owner/agent and/or property staff is not required to take steps in response to unauthorized smoking unless the owner/agent and/or property staff knows of said smoking or has been given written notice of said smoking. The owner/agent and/or property staff will accept such notice in an equally effective format, as a reasonable accommodation, if there is the presence of a disability.

E. Landlord Not a Guarantor of Smoke-Free Environment

1. Each resident acknowledges that the owner/agent adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, do not make the Landlord or any of its managing agents the guarantor of the resident's health or of the smoke-free condition of the resident's unit and the common areas.
2. The owner/agent and/or property staff shall take reasonable steps to enforce the smoke-free terms of its leases/house rules and to make the complex smoke-free.

Failure to comply with the Smoke-Free Housing Policy will be considered a material lease violation.

Nothing in the rules above shall be construed to restrict the power of any county, parish, city, municipality, town, or village to adopt and enforce additional local laws, ordinances, or regulations that comply with at least the minimum applicable standards to establish smoke-free public places.

If the owner/agent receives a complaint, the head-of-household will be notified that there has been a complaint about smoking. The resident will be reminded that there is a smoke-free policy. If there is a second complaint, the head-of-household will be notified and will receive notice of a formal complaint. If there is a third complaint, the household will be issued a notice of lease

violation and all adult household members must meet with the property staff. All adult household members must agree to ensure that all household members, guests of the residents and service providers hired by the residents will comply with the policy. If household members do not agree to comply, the owner/agent will begin the process to terminate tenancy (evict). If the household members agree to comply, yet there is another complaint, the owner/agent will begin the process to terminate tenancy (evict).

Use of Marijuana – Federally Funded Property

Regardless of the purpose of legalization under state law, the use of marijuana in any form, is illegal under the Controlled Substances Act (CSA) and therefore is an illegal controlled substance under Section 577 of the Quality Housing and Work Responsibility Act of 1998 (QHWRA). Based on federal law, new admissions of marijuana users are prohibited.

QHWRA requires that owner/agents establish lease standards that prohibit admission based on the illegal use of controlled substances including state legalized marijuana. State laws that legalize medical marijuana directly conflict with QHWRA and thus are subject to federal preemption.

Residents are prohibited from using marijuana (even in a smokeless manner).

If HUD rules change, the property House Rules may be edited to conform to the policies set forth by HUD.

Use of Smoke-Free Tobacco Products

The use of any chewing tobacco or “dip” (oral tobacco products) will be prohibited from all public and common areas including, but not limited to, the management office, community room, any areas where meals are prepared or served, laundry room, walkways and recreational areas. The policy applies to all property staff, residents, residents’ guests, residents’ service providers, contractors and visitors.

III. MARKETING PROCEDURES RAD PBV UNITS

A. Affirmative Marketing Requirements for RAD PBV units

Applicants for the RAD PBV units that are subject to the RRC are referred to herein as the “RRC Applicants”. The marketing of RAD PBV units will begin by notifying the prospective RRC applicants included in the CHA Relocation Management Tracking System (“RMTS”) database of the upcoming availability of units. If such notification does not yield a sufficient number of responses from RRC applicants, Management will consider more extensive outreach measures including use of Family Works Providers to assist with RRC applicant outreach. CHA will maintain the RMTS database and will be the primary source of prospective RRC applicants.

Upon exhaustion or in concurrence with the RRC applicant waitlist, the waiting list for RAD PBV units will be derived by Management from the CHA general housing or site-based waitlist made available to Management. Prior to creation of an Owner site-based waitlist for RAD PBV units, the Owner must obtain CHA’s permission and submit referrals from the Owner’s site-based waiting list to CHA for screening.

B. Marketing Requirements for LIHTC Units

The Concord at Sheridan will also maintain a site-based waitlist for LIHTC units not receiving RAD PBV assistance.

C. Marketing Requirements for Market Rate Units

The Concord at Sheridan will track incoming prospects and house them as they are ready for move-in.

IV. PRIORITY OF APPLICANTS

A. Priority of Applicants for RAD PBV units

Eligibility for the RAD PBV Units will be granted based on the Chicago Housing Authority's Administrative Plan for the Housing Choice Voucher Program. Preference for the admission to the RAD PBV units will be given to eligible RRC Applicants in accordance with the levels of preference established by the RRC, subparagraph (4)(d). The CHA will provide Management with a list (or access to a database) of all Families subject to the RRC that are Authority-Lease compliant with a stated preference for this Development / location (the "RRC List"). The RRC List will also reflect an order of priority for admission consideration established by the CHA, in compliance with the Housing Offer Process ("HOP"). These preferences shall remain in effect until the list has been exhausted. Screening criteria described elsewhere shall apply to the consideration of admission of all applicants, including RRC Applicants. At all times, the order of admission to the RAD PBV units shall be governed by the requirement that all of the RAD PBV units shall be occupied by residents in accordance with the income requirements set forth in this Tenant Selection Plan.

CHA RRC HOP applicants will have first priority for occupancy of the RAD PBV units if the household documents submitted at the time of admission show that the head or co-head of household is employed at least 30 hours per week and has at minimum a two year history of verifiable continuous employment. Public housing applicant households in which the head or co-head of household is exempt from the employment and self-sufficiency requirements for the reasons described in this Tenant Selection Plan also qualify for first priority for occupancy of the RAD PBV units.

CHA RRC HOP applicants will have second priority for occupancy if the household documents submitted at the time of admission show that the head or co-head of household is engaged in activities that will lead to no less than 30 hours per week of employment within one year of admission. To meet this requirement, the head or co-head of household must be engaged in one or in a combination of the following activities at least 30 hours each week (or 20 hours, as applicable):

1. Employment;
2. Enrollment and regular attendance in an economic self-sufficiency program, including a HOPE VI Community and Supportive Services program;
3. Verified job search and/or regular attendance at employment counseling;
4. Basic employment skills training;
5. Enrollment and consistent attendance in a regular program of education, including

general equivalency diploma classes, secondary or post-secondary education, or English proficiency or literacy classes.

B. Priority of Applicants for Accessible Units

Management will give priority for accessible units to applicants with disabilities who require the accessible features of the unit over applicants without disabilities who do not require such accessibility features. Unless an applicant requests priority placement in an accessible unit, Management will not inquire whether an applicant for a dwelling, a person intending to reside in that dwelling unit after it is rented and made available, or any persons associated with that person, has a disability or inquire as to the nature or severity of the disability of such person.

V. WAITING LIST PROCEDURES

The following describe the procedures for waiting list(s) based on the various programs at Concord at Sheridan.

A. Management of Waiting Lists

RAD PBV units

Management will process applicants from the following waiting lists and in order of the hierarchy listed below:

1. RRC/HOP;
2. CHA General, and
3. Site Based

The Waiting List for RAD PBV units shall be initially derived from the RRC list developed by the CHA to be made available to Management. Subsequent priorities in admission to occupancy will be consistent with the Gautreaux Orders, to the extent applicable. Gautreaux Orders are all applicable orders of the United States District Court for Northern Illinois in Gautreaux vs. CHA et al., Nos. 66 C 1459 and 66 C 1460¹.

For the RAD PBV units, when a vacancy occurs, Management will notify CHA who will refer applicants who are on CHA's applicable Waiting List(s) to the Owner to refill the RAD PBV units. Management will maintain its site-based Waiting List(s) for applicants applying to the Development for the RAD PBV units to be utilized in the event the Chicago Housing Authority (CHA) is unable to provide qualified applicants. Owner must obtain CHA's permission in order to submit referrals from an Owner's site-based waiting list to CHA for screening.

Applicants to the site based waiting list(s) who Management did not contact for an interview will receive a letter stating they are on a Waiting List. An applicant's position on the Waiting List will be based on the chronological order in which an applicant's application

¹ Gautreaux v. CHA et al., No 66 C 1460 and the consent decree thereunder was terminated in 1997.

is received; provided, however, that priority will be given to those who qualify for Special Occupancy Category described in this Tenant Selection Plan. Those applicants Management deems ineligible based on the information provided in the application will receive a rejection letter (Exhibit A) specifying the reason for ineligibility and informing the applicant that they can meet with Management to discuss the reason for ineligibility.

LIHTC Units with no RAD-Assistance

A separate site-based waiting list will be maintained for the LIHTC units without RAD-Assistance.

Market Rate Units

No site-based waiting list will be maintained. Applicants will be housed in the order they are processed.

B. Contacting Persons on the Waiting List (Applicable to all Waiting Lists)

1. Management will contact applicants through the following process to schedule an interview: When a unit becomes available, Management will then telephone the selected applicant at least three (3) times within a forty-eight (48) hour period, provided the applicant has a working phone number. If the applicant cannot be reached, a letter shall be sent by pre-paid First Class mail to the last address provided by the applicant requesting a date and time for an interview. If the applicant does not respond within ten (10) business days from the date Management sent its letter, then the applicant forfeits the opportunity to apply for the available unit, but will remain on the applicable Waiting List. When a second unit becomes available, Management will send another letter to the applicant. If the applicant does not respond to the second letter within ten (10) business days from the date Management sent its letter, Management will deem the applicant inactive. For RAD PBV units, Management will recommend to the Chicago Housing Authority the applicant be removed from the Waiting List.
2. If an applicant refuses a unit, the applicant remains at the top of the applicable Waiting List if returned for good cause. If the applicant refuses the second screening opportunity, Management will send a letter notifying the applicant of removal from the applicable waiting list and the application will be placed in the inactive file. Applicants for RAD PBV units who refuse an offered unit will be referred to CHA for removal from the CHA waitlist.
3. When an interview is scheduled, but the applicant fails to attend, Management will recommend that applicant be removed from the applicable waiting list, unless good cause is provided.
4. Management will document all of its attempts at contacting the applicant in its Tenant Tracking Log.

C. Updating the Waiting List

RRC and CHA's General or Site-Based Waiting List(s)

Waiting lists will be administered by CHA.

Management Site Based Waiting List(s)

Management's Site Based Waiting Lists will be updated at least once every twelve (12) months in the following manner: Management will send a letter to each applicant on the Site Based Waiting List. The letter will inform the applicant to return the included Reply Card if the applicant still wants to live at the Development. The applicant will have fifteen (15) business days from the date Management sent its letter to respond. If Management receives no response, Management will place the applicant's application in the inactive file and send a letter informing the applicant of this action. The foregoing process shall not apply to the RRC and CHA Lists.

D. Removal from Waiting List

RRC and CHA's General or Site-Based Waiting List(s)

Waiting lists will be administered by CHA.

Site Based Waiting List(s)

Management will remove names of applicants from its Site Based Waiting List for the following reasons:

1. Applicants who do not respond to Management's request to attend meetings or provide and/or update information. When an interview is scheduled, but the applicant fails to attend, Management will telephone the selected applicant three (3) times within a forty-eight (48) hour period, provided the applicant has a working phone number. If there is no response from the applicant after three (3) attempts within forty-eight (48) hours, the applicant's name will be determined inactive and removed from the Waiting List.
2. Applicants whose correspondence from Management returns from the U.S. Postal Service marked as "Undeliverable."
3. Applicants who indicate that they are no longer interested in remaining on the Development Waiting List
4. Applicants who Management determines are former tenants that owe money to the Development. Management will place these applicants on the Waiting List only after the applicant has either paid the debt or has arranged and is current in a payment plan to pay the debt.

E. Closing the Waiting List

CHA's RRC and General or Site-Based Waiting List(s)

CHA's RRC and general waiting list(s) are maintained by the Chicago Housing Authority and are monitored appropriately to determining waiting list(s) closings.

Management Site Based Waiting Lists

As it pertains to Management's site-based waiting list(s) once the number of Applications for LIHTC/RAD site-based waitlist(s) equals three times the total number of units, Management will not accept any additional Applications for that Waiting List.

F. Reopening a Waiting List

RRC and CHA's General or Site-Based Waiting List(s)

For the RAD PBV units Waiting List, prospective applicants will be notified utilizing the RMTS and the general CHA public housing waiting list.

For the RAD PBV units, when a vacancy occurs, Management will notify CHA who will refer applicants who are on CHA's applicable waiting list(s) to the Owner to refill the RAD PBV units. Upon exhaustion of the CHA's lists, Owner must obtain CHA's permission in order to submit referrals from the Owner's site-based waiting list to CHA for screening.

Management Site Based Waiting List(s)

If, based on the maximum number of Applications, it is anticipated that all persons who have submitted Applications for Management's site-based waitlist(s) for a specific unit size will be housed within the next twelve (12) months, the Waiting Lists for that unit size only will be reopened and Applications will again be accepted. Management will present the notice of the reopening of the Waiting Lists to prospective residents.

VI. APPLICATION PROCESS

A. Application Requirements

1. All applicants are required to complete a rental application. Management will schedule interviews for applicants in accordance with the procedure outlined in this Tenant Selection Plan. All members of the applicant household aged 18 years and older must attend the interview. Management will require all members of the applicant household aged 18 and older to sign the rental application and release forms authorizing Management or a third party under contract with Management to determine if the applicant satisfies the Owner's Screening Criteria. All members of the applicant household 18 and older will be subject to a criminal background check with a 10-year review period as discussed in Section IX E (sealed juvenile records will not be reviewed). Applicants shall pay a non-refundable credit/background check fee of thirty-five (\$35) dollars per adult household member. RAD PBV Applicants will be charged in accordance to the program requirements.
2. The applicant must, as determined by Management, meet the Owner's Screening Criteria, established in accordance with Fair Housing requirements and set forth in this Tenant Selection Plan.
3. Management or a third party under contract with Management, with respect to all applications for all household members aged 18 years and older, will take the following actions, as applicable:
 - a. Obtain a completed and signed rental application.
 - b. Obtain a credit and criminal background report.

- c. Verify Social Security Card information for all household members.
- d. Verify documentation for household members who are non-citizens.
- e. Determine anticipated total annual income from all sources received by the household, including all net income derived from Net Family Assets, other than earned income of household members younger than 18 years old, in accordance with the requirements of Section 42 of the Internal Revenue Code, as amended (the "Code"). Management will consider only the income the household anticipates obtaining in the twelve months succeeding the date of the rental application. If it is not feasible to anticipate a level of income over a 12-month period, Management will annualize the income anticipated for a shorter period. In the event anticipated income is zero, Management will require a notarized statement signed by all household members age 18 years or older demonstrating that no income is coming into the household.
- f. Additionally, per program requirements for RAD PBV units, management must obtain copies of birth certificates for all household members as well as verify citizenship or eligible immigration status.

B. Completion of the Application Process

Management will process all applications within thirty (30) business days after the date of the applicant's initial interview or within five (5) business days of receipt of all required documentation, whichever is later.

VII. ELIGIBILITY REQUIREMENTS

A. Income

1. If an applicant's income exceeds the income requirement of any restricted unit, the applicant may apply for an unrestricted unit.

There are XX RAD PBV units are set aside for households with incomes no more than fifty percent (50%) of Area Median Income and XX RAD PBV units are set aside for households with incomes no more than sixty percent (60%), as established by the Low Income Housing Tax Credit Program rules and regulations for the appropriate household size.

2. Applicants, with the exception of applicants for RAD PBV units, must have sufficient gross monthly income at least 2 ½ times the monthly rental amount. Any guarantor's income must be no less than 2 ½ times the combined monthly rental amount plus guarantor's own housing obligation(s). Guarantor's creditworthiness must be the equivalent to the requirements set forth for the applicant.
3. Applicants for RAD PBV units will be required to pay a minimum monthly rent of seventy-five dollars (\$75) or such other amount which may be established by the Authority. A hardship exemption shall be granted to residents who can document that they are unable to pay the minimum rent because of a verifiable long-term hardship (over 90 days).

B. Primary Residence

For each RAD-Assisted and/or LIHTC unit applicant, the unit in the Development must be the applicant’s primary residence in order for the applicant to be eligible for housing.

C. Citizenship Status

Applicants and tenants applying for a RAD-Assisted unit who are either United States citizens or eligible non-citizens may benefit from federal rental assistance. Specifics regarding citizenship requirements and the documentation process are provided in CHA’s HCV Administrative Plan.

D. Student Requirement

Applicants and Tenants applying for a RAD-Assisted or LIHTC Unit must meet the eligibility requirement regarding student status as outlined in Section 42 of the Internal Revenue Code.

VIII. OCCUPANCY STANDARDS

A. The following standards will determine the number of bedrooms required to accommodate a family of a given size. In selecting a unit size for the applicant, Management’s occupancy standards, and any waivers thereof, must comply with Federal, State, and local fair housing and civil rights laws, landlord-tenant laws, zoning laws and applicable HUD Occupancy guidelines from time to time in effect. Special cases will be reviewed on a case-by-case basis to ensure compliance with all appropriate federal, state and local laws.

<u>Number of Bedrooms</u>	<u>Number of Persons</u>	
	<u>Minimum</u>	<u>Maximum</u>
1	1	2
2	1	4

B. Notwithstanding anything to the contrary, if during the term of any lease, a child is born or adopted by the tenant, and as a result of such birth or adoption, the occupancy standard established above shall be violated, the tenant shall not be required by Management to move or transfer to a larger unit in order to comply with the occupancy standard until the conclusion of the term of the then-existing lease; provided that the tenant shall at all times satisfy all other obligations under the lease, rules, and regulations applicable to the leased unit, including but not limited to any interim notification requirements. Transfers involving RAD PBV units will process in accordance with CHA’s Administrative Plan for the Housing Choice Voucher Program.

IX. SELECTION AND REJECTION SCREENING CRITERIA

Meeting the eligibility requirements in this Tenant Selection Plan does not mean that an applicant will be a suitable tenant. Management will also consider the ability of the applicant to fulfill the obligations of tenancy, including but not limited to paying rent and other charges, caring for and avoiding damage to a unit and common areas, and refraining from engaging in activities that would threaten the health, safety or right of peaceful enjoyment of the premises by others. All information supplied by applicants will be subject to verification by Management prior to offer of housing.

All selection and rejection criteria outlined in this section will apply to all applicants, unless otherwise stated. For the purpose of RRC applicants, the criteria outlined in this Tenant Selection Plan (compliance with which, where not otherwise indicated, shall be determined in Management's sole discretion) shall be deemed property specific requirements ("Screening Criteria"), as follows:

A. Age

Applicants must be at least 18 years old.

B. Insufficient/Inaccurate Information on Application

Refusing to cooperate with Management during the application process, refusing to provide information required by Management, or supplying false information will be grounds for rejection.

C. Credit and Financial Standing

1. Management will assess the applicant's financial ability to pay the monthly rental obligation. The duration of prior employment history should be a minimum of one year. Applicants for RAD PBV units that are accepted for occupancy will pay rent in accordance with applicable federal regulations.
2. Any unsatisfactory history of meeting financial obligations, including but not limited to the payment of rent and outstanding judgments or a history of late payment of bills as outlined below, will be reviewed carefully and may, in Management's discretion, be grounds for rejection.

If an applicant is rejected for poor credit, the applicant may request that Management consider mitigating circumstances or factors. In considering such mitigating circumstances, Management may, in its discretion, take into account such mitigating factors as it deems relevant, including, without limitation: (1) The ages of the debts; (2) Whether the applicant made and kept arrangements to pay back unpaid bills; (3) The size or the number of debts in collection; (4) Whether the credit report indicates a lengthy or repeated history of unpaid bills, or repeated bankruptcies; (5) Whether the applicant's poor credit was caused by disability or illness; (6) The nature of the unpaid responsibilities, such as high medical bills, or large school loans; (7) Whether the poor credit was caused by family break-up; (8) Whether the poor credit is related to involuntary displacement; (9) Whether the poor credit resulted from involuntary unemployment or some other involuntary change in income; (10) Whether a history of non-payment of rent resulted from an extraordinary rent burden; (11) Satisfactory completion of credit counseling; (12)

Whether the applicant is enrolled and actively participating in the HOPE VI Community and Supportive Services Program, if available; and/or (13) The presence of other events beyond the control of the applicant.

All leaseholders and co-head of households will be subjected to review and will be expected to meet, at a minimum, the following standards:

- a. No delinquency in excess of \$1,000, including but not limited to matters that have been referred for collection and civil judgments, within the past two years; provided that a delinquency in excess of \$1,000 will be considered in light of any mitigating circumstances that can be documented by the applicant, such as loss of a job, illness, medical problems or student loans. In addition, where an otherwise eligible applicant has, in Management's sole discretion, a good history of rent and utility payment but also a delinquency as described above, the applicant will be conditionally accepted and permitted to occupy a rental unit (provided all other requirements for occupancy are met) subject to the requirement that such tenant demonstrate prompt rental and utility payment acceptable to Management, in its sole discretion, in the first year of occupancy.
- b. No landlord judgments and no new negative landlord history within the last three years provided, however, that an applicant will be exempted from this criterion if documentary evidence is presented by the applicant that the judgment was the result of a landlord's or Section 8 program administrator's failure to comply with their respective obligations or was due to no fault of the tenant. Any outstanding landlord judgments must be satisfied prior to acceptance.
- c. Any bankruptcy filing must be discharged with no new negative credit history; provided, however, that an individual whose bankruptcy filing date is within the last three years will receive further consideration by Management in the case of mitigating circumstances such as excessive medical bills, loss of employment for an extended period, student loans or divorce. Management will give less negative weight to those bankruptcy filings that occurred earlier in the three-year period. Management will also give less negative weight to bankruptcies where bankruptcy debts did not include rental and utility payments. The decision to continue processing the rental application in light of such mitigating circumstances relevant to a bankruptcy will be made on a case-by-case basis in Management's discretion.
- d. For RAD PBV units, no debt due to any public housing authority unless an applicant has arranged and is current in a payment plan to pay off the entire debt owed.
- e. Any outstanding delinquencies owed to utility providers must be paid prior to approval. An allowance may be made for a payment plan with a utility that is in good standing for six months and that utility's willingness to re-establish an account with the applicant. Management will require proof of such a plan.

If Management rejects a rental application because of poor credit or financial standing, Management will provide the applicant with the reason for rejection and

give the name of the credit bureau that provided the credit report. An applicant may appeal a rejection by written request within 14 days of the written denial. For Units with RAD-Assistance, applicants should refer to CHA's mitigation procedures as applicable.

3. The inability to verify credit references may result in rejection of an application. Management will consider special circumstances in which the applicant has not established a credit history, such as income, age, or marital status. In such circumstances, Management may require that a person with a history of creditworthiness guarantee the lease.
4. The inability to verify income may result in the rejection of the application. Management will accept all legal forms of verifiable income.

In the case of child support, the applicant must validate the child support payments by court documentation or a minimum of six consecutive months of cancelled checks, money order receipts, or cashiers' check receipts.

D. Employment/Work Requirement and Self-Sufficiency

The following self-sufficiency requirements are specific to the program requirements with exceptions as permitted by the Relocation Rights Contract and General Waitlist applicants.

1. Employment

RAD PBV units

- a. Head or Co-Head Applicants must meet the employment requirement of 30 hours per week, with the exception of RRC Applicants engaged in activities to meet the 30 hours a week of employment requirement.
- b. An RRC household can be considered engaged in activities to meet the employment requirement by having all members of the household 18 years of age or older engaged in one or a combination of the following activities for 30 hours each week: (1) employment, including without limitation employment for 30 hours a week for a duration of 12 consecutive weeks; (2) enrollment in and regular attendance in an economic self-sufficiency program, which shall include a program designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants, including programs for job training, employment counseling, work placement, basic skills training, workfare, financial or household management, or an apprenticeship; (3) a verified job search and/or employment counseling; and (4) enrollment in and regular attendance in a regular program of education including GED classes, secondary or post-secondary education, or English proficiency or literacy classes. Evidence of satisfaction of this requirement may include among other things, written verification of employment from an employer, a pay stub indicating hours worked, or written verification of enrollment in a program identified above by an administrator or instructor of such program. The foregoing minimum work requirement of 30 hours a week will not be applicable to full time students.

- c. These applicants must achieve at least 30 hours per week for 12 consecutive weeks of employment within 12 months of admission. RRC applicants who were admitted meeting the 30 hours a week of employment and are no longer meeting that requirement must achieve at least 30 hours per week for 12 consecutive weeks. At the Management's discretion, leases for households that fail to achieve 30 hours per week of employment for 12 consecutive weeks by the end of the twelfth month of occupancy may not be renewed, as permitted by the RRC. A resident who achieves the 30 hours per week for 12 consecutive weeks employment requirement will still be in compliance with the employment requirement during a subsequent period of temporary unemployment, not to exceed six (6) consecutive months or, at the Management's discretion, for a period as long as unemployment benefits are available, including extensions, whether or not the resident is qualified for such benefits. Residents who are temporarily unemployed will be required to engage in other self-sufficiency activities and meet with Management every 180 days to report the status of his/her participation.
- d. Applicants enrolled in and actively participating in a full time, multi-year degree or vocational certification program at the time of admission will be considered to be actively engaged in activities leading to working family status. Applicants who remain enrolled in and participating in such programs on a full time basis will be required to achieve working family status within ninety days of the date the enrollee completes the program, by the anticipated date of program completion, based on regular, full time attendance, or when the applicant is terminated from or withdraws from the program, whichever comes first. Applicants will be required to verify participation in the educational or vocational program.

LIHTC and Market Rate Units

Head or Co-Head Applicants for LIHTC and Market Rate Units must be employed 30 hours per week or otherwise have sufficient gross monthly income at least 2 ½ times the monthly rental amount. Management will assess the applicant's ability to pay their monthly rental obligation. Any unsatisfactory history of meeting financial obligations, including but not limited to the payment of rent and outstanding judgments or a history of late payment of bills as outlined below, will be reviewed carefully and may, in Management's discretion, be grounds for rejection.

2. Employment Exemption

A member of a household shall not be required to comply with the employment requirements when such member of the household is

- (a) aged 55 years or older,
- (b) a blind or disabled individual who provides verification that he or she is unable to comply with the requirements of this paragraph because of his or her blindness or disability,
- (c) the primary caretaker of such a blind or disabled individual and provides third party verification where applicable, that he or she is unable to comply with the requirements of this section because of his or her role as such a caretaker,
- (d) who as a result of a serious medical impairment is temporarily (for a period of less than 12 months) unable to meet the 30 hour employment requirement,
- (e) a full-time student in high school, college, trade school or other institution of higher learning,

- (f) one adult family member who elects to stay home to care for young children, so long as another adult family member works; or
- (g) an individual who is retired and receiving a pension.

3. Self Sufficiency

RAD PBV Units Only

- A. For the purpose of initial application screening and lease renewal, an applicant for a unit with RAD subsidy will be considered to meet the economic self-sufficiency requirement if the applicant provides evidence, acceptable to Management in Management's discretion, that members of applicant's household 18 years of age or older are spending thirty (30) hours a week in employment or engaged in one or a combination of the following activities for 30 hours each week: (1) employment; (2) enrollment in and regular attendance in an economic self-sufficiency program, which shall include a program designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants, including programs for job training, employment counseling, work placement, basic skills training, paid or unpaid internships, transitional jobs, public benefits work programs, financial or household management, or an apprenticeship; (3) a verified job search and/or employment counseling; and (4) enrollment in and regular attendance in a regular program of education including GED classes, secondary or post-secondary education, or English proficiency or literacy classes. The foregoing minimum work requirement of 30 hours a week will not be applicable to full time students.
- b. A member of a household shall not be required to comply with the self-sufficiency requirement-when such member of the household is
 - (a) aged 62 years or older,
 - (b) a blind or disabled individual who provides verification that he or she is unable to comply with the requirements of this paragraph because of his or her blindness or disability,
 - (c) the primary caretaker of such a blind or disabled individual and provides third party verification where applicable, that he or she is unable to comply with the requirements of this section because of his or her role as such a caretaker,
 - (d) who as a result of a serious medical impairment is temporarily (for a period of less than 12 months) unable to meet the requirement,
 - (e) a full-time student in high school, college, trade school or other institution of higher learning,
 - (f) one adult family member who elects to stay home to care for young children, so long as another adult family member works;
 - or (g) retired and receiving a pension.
- c. Applicants will be required to document that all household members aged 6 through 17 (which means through the end of the 17th year) are regularly attending school.

LIHTC and Market Rate Units

Market Rate units and LIHTC units with no RAD PBV Assistance are not required to meet the self-sufficiency requirements outlined above.

D. History of Residency

Prior evictions and/or outstanding landlord and/or housing judgments within the past two years will be grounds for rejection of an application provided, however, that an applicant will be exempted from this criterion if documentary evidence is presented by the applicant that the judgment was a result of a landlord's or Section 8 program administrator's failure to comply with their respective obligations or was due to no fault of the tenant (e.g., Landlord's decision not to renew the lease).

The previous three (3) years of housing and/or the past two landlords will be verified and documented for each applicant. This includes housing for applicants who were previously homeowners or lived with parents or guardians. Management will consider the following circumstances with respect to the applicant or any other person who will be living in the unit, and may be grounds for rejection of an application:

1. Any history of physical violence to persons or property. Any outstanding landlord judgments must be satisfied prior to acceptance;
2. Any behavior at prior residence that could adversely affect the health, safety, and quiet enjoyment of other tenants;
3. Any criminal activity by a guest or visitor of the applicant that threatened the health, safety or peaceful enjoyment of other residents;
4. A record of consistent failure to timely pay rent;
5. Applicant is in violation of applicant's current lease;
6. Any activity that involved causing a fire on or near residential premises, either intentionally, or through gross negligence or careless disregard.

E. Criminal Activity/Drug-Related Activity

All applicants will be screened in accordance with HUD's PIH Notice 2015-9 issued November 2, 2015. An applicant's eligibility for housing shall not be determined solely based upon whether the applicant has an arrest record. However, Owner and Management may evaluate an applicant's arrest record to determine if, based on other available documentation regarding the circumstances of the arrest (e.g., witness statements, police reports, and other relevant documentation) the person engaged in disqualifying criminal activity.

1. Management will not admit an applicant if a background check reveals any of the following circumstances with regard to an applicant or member of an applicant's household; provided that the circumstances outlined here in (c), (d), and (e) below will be considered on a case by case basis in light of mitigating circumstances by Management in its discretion, as specified in this section:

Any applicant or member of applicant's household is or was subject to a registration requirement under the Illinois Sex Offender Statute or any other state sex offender registration program;

- a. Any applicant or member of applicant's household was convicted of manufacturing methamphetamine in subsidized housing;
 - b. Any criminal activity during the period subject to review that involved physical violence to another person or property, assault, aggravated assault, or which would adversely affect the health, safety, or right to peaceful enjoyment of the premises by other Residents, Management or its employees;
 - c. Any drug-related criminal activity during the Review Period, including but not limited to the illegal manufacture, sale, distribution, use, possession, storage, service, delivery, or cultivation of a controlled substance;
 - d. Any criminal activity involving a weapon, as defined under the Illinois Criminal Code and State and Local laws, during the Review Period, including but not limited to displaying a weapon with a verbal or non-verbal threat to shoot, fire, explode, throw, or otherwise discharge a weapon to inflict injury on another person or to damage any property through the intentional, reckless, careless, or negligent use of such weapon; or
 - e. Any criminal activity during the Review Period that involved arson.
2. The following circumstances will be grounds for rejection of an application or any member of an applicant's household, provided that such circumstances, including the period during which criminal activity occurred, will be considered on a case by case basis in light of mitigating circumstances, excluding (b)(iv) below, by Management in its discretion:
- a. In the past ten (10) years any member of the applicant's household engaged in any criminal activity which would constitute a felony under applicable law;
 - b. Any criminal activity from the period further in the past than the Review Period but no more than ten (10) years prior to screening, including:
 - (i) Physical violence to another person or property, assault, aggravated assault, or activity which would adversely affect the health, safety, or right to peaceful enjoyment of the premises by other Residents, Management, or its employees;
 - (ii) Any drug –related criminal activity, including but not limited to the illegal manufacture, sale, distribution, storage, service, delivery, or cultivation of a controlled substance;
 - (iii) Any criminal activity involving a weapon, as defined under the Illinois Criminal Code and State and Local laws, including but not limited to displaying a weapon with a verbal or non-verbal threat to shoot, fire, explode, throw, or otherwise discharge a weapon to inflict injury on another person or to damage any property through

the intentional, reckless, careless, or negligent use of such weapon;
or;

- (iv) Any criminal activity that involved arson.
 - c. Management determines that an applicant's, or member of applicant's household's, use, pattern of illegal use, or pattern of possession of a controlled substance or such person's use or pattern of abuse of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents, Management, or its employees. For the purpose of this plan, pattern shall mean more than one incident.
 - d. A pattern of abuse of alcohol by applicant or members of applicant's household that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.
3. Mitigating circumstances are facts relating to the applicant's record of unsuitable behavior which, when verified, would indicate that the reason for the unsuitable behavior is no longer in effect or is under control and the applicant's prospect for lease compliance is an acceptable one. Consideration of verifiable mitigating circumstances does not guarantee that an applicant will be admitted. Management, in its discretion, may consider the seriousness of the offense, whether or not the applicant was convicted of the offense, the circumstances surrounding the offense, and whether the offense occurred only once or was repeated. In addition, Management, in its sole discretion, may consider the following mitigating circumstances as support for an applicant's assertion that the applicant is no longer involved in criminal activity and that his or her prospect for lease compliance is acceptable:
- b. The applicant has no subsequent criminal history;
 - c. Verification from a probation or parole officer that the applicant has satisfied the terms of his or her probation or parole, if applicable;
 - d. Verification of the applicant's participation in services or counseling services, if applicable;
 - e. Verification that the applicant has made restitution for his or her criminal activity, if applicable;
 - f. In connection with evidence of previous or current illegal drug use, applicant provides:
 - (i) Verification from a reliable certified drug treatment counselor or program administrator indicating that the applicant has been in treatment, and that the applicant is complying with the program requirements and, if known (e.g. part of the program is drug testing, etc.) is not currently using a controlled substance. A reliable counselor or program administrator is someone who has not demonstrated a pattern of providing inaccurate or unreliable information. Management shall be the judge of what constitutes adequate and credible verification.

- (ii) Verification from a self-help program, such as Narcotics Anonymous, indicating that the applicant has been participating in their program, and, if known (e.g. part of the program is drug testing, etc.) is not currently using a controlled substance;
 - (iii) Verification from a probation or parole officer that an applicant has met or is meeting the terms of probation or parole with respect to refraining from the illegal use of a controlled substance; or
 - (iv) Negative results of an additional voluntary drug test, conducted at facilities that use the National Institute of Drug Abuse Guidelines and which screens for illegal drugs only, not properly prescribed prescription drugs containing controlled substances.
- g. In connection with applicants who are currently enrolled in a substance abuse treatment program, but who have a history of substance abuse treatment followed by recidivism, Management will require that the applicant provide evidence of circumstances described in this Section (E)(3)(e) above and demonstrate why his or her current situation is more likely than in the past to lead to successful abstention from illegal use of controlled substances.

F. Pets

See attached Pet Policy

G. Child Care

Children living in the Development must be adequately supervised.

H. Other Basis for Rejection of Application

Other basis for rejection of an application may include, without limitation, the following:

1. At time of application, applicant submitted funds (if any) that were not honored by the financial institution from which they were drawn. Management will consider any mitigating circumstances that can be documented by the applicant, such as loss of a job, illness or medical problems.
2. During interactions with Management, applicant appears intoxicated or under the influence of drugs, or is abusive as evidenced by objectionable conduct such as physical violence, threats, or profanity. Management shall maintain written documentation of such conduct and Management shall provide applicants, if requested, and the CHA with copies of such written documentation.
3. Applicant has attempted to bribe a member of staff in order to obtain an apartment.
4. If subsequent to submitting the application, applicant's household size has changed for any reason and such size no longer conforms with the occupancy standards for the unit that Applicant originally requested in the application. Management will determine if there is another unit available that is the appropriate size for applicant's current household size and, (i) if such unit is available, offer

such unit to Applicant, or (ii) if such unit is currently unavailable, establish a wait-list for such unit. If the Development does not contain any units appropriate for applicant's current household size, applicant's application shall be rejected.

The foregoing process shall not apply to RAD PBV units. Applicants for RAD PBV units who at the time of screening has a change in the household equating to a change in unit size will be rejected and referred back to the CHA.

I. Factors Management Will Not Consider Concerning an Application

- Race
- Familial Status
- Disability
- Ancestry
- National Origin
- Color
- Religion
- Age, as defined by Chicago Fair Housing Regulations
- Sex
- Sexual Orientation
- Source of Income
- Order of Protections as defined by the Illinois Human Rights Act
- Military Discharge Status
- Any additional protected groups as determined by applicable law or governing jurisdiction

J. Review of Mitigating Factors

During the screening process, Management staff performing the review will consider the following before rejection of any application:

1. If an applicant fails to satisfy the Screening Criteria and there is no evidence of mitigating circumstances, Management will reject the application. If an applicant is eligible and passes the Screening Criteria, Management will accept the applicant subject to the availability of units.
2. RRC Applicants whose application to reside in a RAD PBV Unit is rejected because of a failure to satisfy Management's Screening Criteria or a failure to engage in activities to meet the Screening Criteria may, pursuant to the RRC and the Grievance Procedure (Exhibit B), request an informal hearing with Management and, if applicable, a formal hearing before an independent hearing officer. Management will provide CHA with copies of correspondence with the applicant in connection with the filing of a grievance by a rejected applicant.

K. Exceptions to Screening Criteria for RRC Applicants

An applicant for an RAD PBV unit who (1) is entitled to the rights afforded by the RRC and (2) does not satisfy the Screening Criteria outlined, but (3) is otherwise Lease Compliant

pursuant to the RRC, will be conditionally accepted for occupancy of an RAD PBV unit in the Development, but only if the applicant provides evidence sufficient, in Management's discretion, to show that the applicant is engaged in activities designed to help the applicant meet the Screening Criteria within one year of occupancy, as required by this Section. By way of example only, the following could be submitted by an applicant to show participation in activities to meet Screening Criteria.

- In the case of an applicant whose screening reveals unpaid utility bills or excessive delinquent debts, such applicant could submit written third party verification that the applicant is participating in and fulfilling the terms of a payment plan designed to eliminate such bills or delinquent debt.
- In the case of an applicant who does not meet the thirty (30) hour requirement outlined above, such applicant could submit third party verification of participation in a combination of the activities described previously and a reasonable plan for increasing such participation to meet the requirement.
- In the case of an applicant, or any member of an applicant's household, whose screening reveals evidence of recent illegal drug use, such as applicant could submit evidence as described in this Tenant Selection Plan.

In the event that the applicant fails to satisfy the Screening Criteria within one year of occupancy, Management shall notify the applicant and CHA, and the CHA promptly shall transfer the applicant to a unit outside the Development in accordance with the RRC. Refusal of the transfer offer by the CHA from the site is grounds for termination of tenancy.

X. APPLICATION ACCEPTANCE AND MOVE-IN PROCEDURES

- A.** Management will notify applicants upon successful completion of the application process at which time arrangements will be made for move-in, including a specific time schedule, for lease signing, payment of security deposit and first month's rent, and attendance at a tenant orientation.
- B.** Residents of RAD PBV units will pay a security deposit in accordance with CHA's security deposit requirements, which currently requires payment of a deposit that shall be no more than one month of Tenant's share of rent.
- C.** An applicant who Management has approved for an apartment must sign the lease, pay the rent and one month's security deposit, and take possession of the apartment on the scheduled move-in date. Applicant will be notified of approval and will be expected to take possession of the unit within fourteen (14) days of notification of approval. If an applicant wishes to move in at a later date, but within a thirty (30) day period of the date that the rental application was approved, Management may offer an alternate apartment and move-in date based on availability. The above move-in procedure, to the extent inconsistent with the RRC, will not apply to RRC Applicants who have been accepted for occupancy of an RAD-Assisted unit.
- D.** Before move-in, all family members must complete a pre-occupancy tenant orientation at the location designated by Management.

- E. All applicants accepted for occupancy shall concurrently with lease execution execute all applicable addenda and riders to the lease.

XI. REJECTION PROCEDURES

A. Written Notification

Management will promptly notify applicants in writing whose rental application has been rejected and will include the reason(s) for the rejection (Exhibit A). The notice will advise the applicant that he or she may within fourteen (14) business days respond in writing or request to meet with Management to appeal the decision. The notice shall also inform the applicant that responding to Management's notice does not prevent the applicant from exercising any legal rights. Management shall provide a copy of such notice to CHA.

Within 5 days of receiving the request, the staff will schedule the review and notify the applicant of the place, date and time. Informal reviews will be conducted and the applicant may bring to the review any documentation or evidence he/she wishes and the evidence along with the data compiled by staff will be considered.

Within fourteen (14) days of the date of the review or response, a written decision will be submitted to the applicant and a copy of the decision placed in the applicant's file.

B. Review of Rejected Applicants

RRC Applicants whose application to reside in an RAD-Assisted Unit is rejected because of a failure to satisfy Management's Screening Criteria or a failure to engage in activities to meet the Screening Criteria may, pursuant to the RRC and the Grievance Procedure (Exhibit B), request an informal hearing with Management and, if applicable, a formal hearing before an independent hearing officer. Management will provide CHA with copies of correspondence with the applicant in connection with the filing of a grievance by a rejected applicant and with a Notice for Formal Grievance, attached to and made part of the Procedures.

XII. SPECIAL OCCUPANCY CATEGORY

All applicants given preference within a Special Occupancy Category must meet the eligibility and selection criteria outlined in this plan. Applicants will be interviewed and processed as authorized in Sections (V) through (X), with exceptions as follows:

Persons with Disabilities

1. An applicant with disabilities will be given priority for accessible units if an accessible unit is requested and documentation of need is received or easily apparent (i.e. the applicant uses a walker or wheelchair or is blind). Unless an applicant requests placement in an accessible unit, Management will not inquire whether an applicant or a member of an applicant's household has a disability or inquire as to the nature or severity of the disability of such persons. If the applicant deems that the accessible unit is not appropriate for the household's needs, the applicant's name will return to its place on the Interested Person's List or Waiting List, as applicable.

2. Owner and Management recognize that persons with disabilities may require a reasonable accommodation due to their disability. Management will not inquire to the existence of any person's disability. Any person formally acting on the residents' behalf may request a reasonable accommodation. Management will inquire about the disability, the reason the accommodation is needed and the requested action. Management may request third party verification of the need for accommodation based on the disability if the disability is not apparent (i.e. the requester regularly uses a walker or wheelchair) or the method of accommodation is not apparent (i.e. a person using a wheelchair requests they be allowed a snake to reside in their unit due to their disability).

Persons with disabilities whose request for an accommodation is denied have the right to participate in an informal hearing process. Within 5 days of receiving the request, the staff must schedule the review and notify the applicant of the place, date and time. Informal reviews will be conducted by the Section 504 Coordinator. The applicant may bring to the review any documentation or evidence he/she wishes and the evidence along with the data compiled by staff will be considered by the Coordinator.

The Coordinator will make a determination based upon the merits of the evidence presented by both sides. Within ten (10) business days of the date of the review or response, the review officer will mail a written decision to the applicant and place a copy of the decision in the applicant's file.

XIII. POLICIES TO COMPLY WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, THE FAIR HOUSING ACT AMENDMENTS OF 1988 AND TITLE VI OF THE CIVIL RIGHTS ACT OF 1964:

Concord at Sheridan complies with applicable fair housing and civil rights laws, including Section 504, Fair Housing Act, and Title VI.

Section 504 prohibits discrimination based upon disability in all programs or activities operated by recipients of federal financial assistance. Although Section 504 often overlaps with the disability discrimination prohibitions of the Fair Housing Act, it differs in that it also imposes broader affirmative obligations on owners to make their programs as a whole, accessible to persons with disabilities. These obligations include the following:

1. Making and paying for reasonable structural modifications to units and/or common areas that are needed by applicants and tenants with disabilities, unless these modifications would change the fundamental nature of the project or result in undue financial and administrative burdens;
2. Operating housing that is not segregated based upon disability or type of disability, unless authorized by federal statute or executive order;
3. Providing auxiliary aids and services necessary for effective communication with persons with disabilities;
4. Developing a transition plan to ensure that structural changes are properly implemented to meet program accessibility requirements (*for properties built before June 1988*); and

5. Performing a self-evaluation of the owner's program and policies to ensure that they do not discriminate based on disability;
6. Operating their programs in the most integrated setting appropriate to the needs of qualified individuals with disabilities;
7. Allowing a larger apartment to accommodate a Live-In Aide (Aides must pass the same criminal criteria as a new move-in would).

Furthermore, the Section 504 regulations establish affirmative accessibility requirements for newly constructed or rehabilitated housing, including providing a minimum percentage of accessible units. In order for a unit to be considered accessible, it must meet the requirements of the Uniform Federal Accessibility Standards (UFAS).

Units designed specifically for individuals with a physical impairment:

- a. For this development, "physical impairment" is defined as mobility impairment which necessitates the permanent use of a wheelchair. For all units designed specifically for wheelchair accessibility, priority will be given to those applicants needing such modifications;
- b. Priority will be given to households where a member is required to use a wheelchair;
- c. If there are not enough such households to fill all specially equipped units, owners may give preference to households with members whose physical or mobility impairment would be eased by the design of the accessible unit.

The Fair Housing Act prohibits discrimination in housing and housing-related transactions based on race, color, religion, sex, national origin, disability and familial status. It applies to housing, regardless of the presence of federal financial assistance.

Title VI of the Civil Rights Acts of 1964 prohibits discrimination on the basis of race, color or national origin in any program or activity receiving federal financial assistance from HUD.

Persons with disabilities have the right to request reasonable accommodations and to participate in an informal hearing process. The 504 Coordinator for Management can be reached at 312-527-5400; TTY number 711.

XIV. AMENDING THE TENANT SELECTION PLAN

Management may amend this Tenant Selection Plan only with prior written approval of the CHA, which approval shall not be unreasonably withheld or delayed.

XV. CERTIFICATION

By signing this Tenant Selection Plan, Management certifies that the contents of this plan will be followed as written in all material respects and that no other Tenant Selection Plan has been executed for the Development at this time or will be executed for the Development at this time, or subject to Section XIII, will be executed in the future without written approval from the CHA.

Submitted:

Owner:

Include Signature Block

Property Manager:

The Habitat Company LLC

By: _____

Name:

Title:

Approved:

Date: _____

Printed Name:

Title:

For the Chicago Housing Authority

DRAFT

**EXHIBITS TO
TENANT SELECTION PLAN**

Exhibit A: Rejection Letter

Exhibit B: Grievance Procedure

Exhibit C: Pet Policy

DRAFT

EXHIBIT A
CONCORD AT SHERIDAN TENANT SELECTION PLAN

DENIAL OF HOUSING APPLICATION

Waitlist or Lottery Number |
(If applicable to this property)

Date |

To |
Address |

Dear

We regret to inform you that your application for an apartment at the following property:
(Enter property name and full address)

...was not approved **for the following reason(s):** *(Check all that apply.)*

APPLICATION:

Application not completed and/or insufficient information provided.
Explanation:

ELIGIBILITY:

One or more persons do not meet the program eligibility requirements.
Program applicable:
Explanation:

INCOME:

Over maximum income limit for size of household;
 Unable to verify income sources (HUD programs excluded);
Explanation:

RESIDENT SELECTION CRITERIA:

Family Composition exceeds the Occupancy Requirements for the size of any of the available apartments.
 Family Composition is below the Occupancy Requirements for the size of any of the available apartments.
 Current residence is not clean or sanitary (If home visits are applicable).
 One or more persons do not have a valid social security number.

CREDIT:

Poor credit, or owe utility provider, or owe previous landlord;
 No credit (HUD programs excluded);

- ___ Poor reference(s) from previous landlord(s);
- ___ No alternative reference(s) (if program applicable), (HUD programs excluded);

BACKGROUND INVESTIGATION:

- ___ Criminal History
- ___ Eviction in the last three (3) years from federally-assisted housing for drug-related criminal activity or a household member is currently engaged in illegal use of drugs for which there is reasonable cause to believe the member's illegal use or pattern of illegal use of a drug may interfere with the health, safety, and right to peaceful enjoyment of the property by other residents. (HUD programs only)

Explanation:

OTHER:

If you disagree with this determination, you have 14 days from the date of this notice to respond **in writing and/or to request a meeting** to discuss the denial. You may do so by addressing your concerns to:

Property Manager |
Property Name |
Address |
Phone |

Persons with disabilities have the right to request reasonable accommodations to participate in the informal hearing process. You may do so by addressing your concerns to:

504 Coordinator
Address
PHONE: TTY:

If we do not hear from you by the close of business 14 days from the date of this notice, the denial shall be considered final.

Responding to this notice does not preclude your exercising other avenues available if you believe that you are being discriminated against on the basis of race, color, creed, religion, sex, national origin, age, sexual orientation, or handicap. Remember, if we do not hear from you within 14 days, your household will be deleted from the application process and/or the waiting list.

If a timely response is received, Management will respond and set a meeting within 5 business days of your request.

Sincerely,

Signature: _____
Property Manager (See contact information above)

DRAFT

EXHIBIT B
CONCORD AT SHERIDAN TENANT SELECTION PLAN
CHA GRIEVANCE POLICY

DRAFT

EXHIBIT C
CONCORD AT SHERIDAN TENANT SELECTION PLAN
PET POLICY

Residents shall have no more than two household pets in a dwelling unit, provided the animal is maintained responsibly in accordance with state and local laws.

Management will require licensing, registration, and payment of a non-refundable pet deposit for any animal, as set forth below.

- A. In addition to the regular security deposit for the apartment, a non-refundable pet deposit of \$200 shall be required of all residents housing pets. Management reserves the right to change the deposit amount consistent with federal guidelines at any time.
- B. Resident's liability for damages caused by his/ her pet is not limited to the amount of the pet deposit. The resident will be required to pay for the real cost of any and all damages caused by his/ her pet where they exceed the amount of the deposit.

Management prohibits any dangerous animal on the premises that threatens the safety of the residents. Also prohibited are mammals, rodents, fish tanks in excess of 5 gallons, snakes and any pets weighing more than 50 pounds.

The rules with respect the pet deposit, weight and size applied to pets shall not be enforced against animals that are necessary to assist, support, or provide service to persons with disabilities, provided that such animals shall not threaten the safety of residents. All other parts of this policy shall be applicable including maintaining responsibility in accordance with state and local laws.

All residents must sign the attached Pet Agreement.

PET AGREEMENT

This Pet Agreement is incorporated in full into the existing Lease Agreement between The Habitat Company LLC, as agent for _____ (hereafter referred to as the "Owner") and _____ (hereafter referred to as the "Resident"). The purpose of this Agreement is to authorize Resident to maintain a pet in Resident's dwelling unit subject to certain conditions and restrictions. Pets are a serious responsibility and risk. If not properly controlled and cared for, pets can disturb the rights of others and cause costly damages for which Resident may be held liable.

_____ The above-named Resident has no pet at this time. Resident understands that if he/she/they decide to get a pet, it must be approved and registered by the Community Manager before it's brought to the property, and the pet deposit and/or pet fee must be paid accordingly.

_____ The above-named Resident currently has a pet.

I. DWELLING UNIT DESCRIPTION

Apt. No: _____ Name of Development: _____

Address: _____

LEASE DESCRIPTION AND LISTING OF OCCUPANTS:

Date of Lease: _____

Names of all persons occupying dwelling unit: _____

II. CONDITIONAL AUTHORIZATION FOR PET

Resident is hereby authorized to keep up to two permitted animals per apartment. All pets must be less than 50 lbs, which is described below -- on the premises of Resident's dwelling unit until the above-described lease expires. Authorization may be terminated sooner if Resident's right to occupancy is lawfully terminated or if provisions of this Agreement are violated in any way by Residents or Residents' guests.

III. PET DEPOSIT

The pet owner agrees to pay \$ 200 non-refundable deposit.

IV. MULTIPLE RESIDENTS

Each Resident who signed the lease shall sign this Pet Agreement. Residents and Residents' guests or occupants shall abide by all pet rules. Each Resident of the unit shall be jointly and severally liable for damages and all other obligations set forth herein -- even if such Resident does not own the pet.

V. DESCRIPTION OF PET

Only the following described pet is authorized to be kept in Resident's dwelling unit. No substitutions are allowed. No other pet shall be permitted on the premises by Residents or Residents' guest or occupants. Prohibited animals (except in cases for Reasonable Accommodation for disabled individuals) are identified on the Pet Policy.

TYPE: _____ BREED: _____ COLOR: _____
_____ WEIGHT: _____ AGE: _____ CITY LICENSE NO.: _____
_____ ISSUED BY THE CITY OF _____ DATE
OF LAST RABIES SHOT: _____ NAME OF PET: _____
_____ IS PET HOUSEBROKEN? _____
DOCUMENTATION OF NEUTERING/SPAYING: _____

VI. SPECIAL PROVISION

The following special provisions shall have control over any conflicting provisions of the printed form.

VII. PET RULES

Residents are responsible for the actions of the pet at all times. Residents agree to abide by the following rules:

- a. Pets will be inoculated in accordance with state and local law.
- b. Pets will be appropriately licensed in accordance with state and local law.
- c. Residents will register pets before bringing them onto the premises. Residents will update the registration annually.
- d. The Landlord may refuse the register of any pet that is not a common household pet or if the keeping of the pet would violate any pet rule.
- e. Pet owner will be in violation of this Agreement by failing to provide complete registration information or by failing to update the registration annually.
- f. The Landlord may refuse to register the pet if the pet owner will be unable to comply with any of the provisions in this Agreement.
- g. The Landlord will inform the pet owner if registration is refused.
- h. Residents agree that the pet will not disturb the rights, comforts or conveniences of neighbors or other residents. This applies whether the pet is inside or outside of Resident's dwelling.
- i. Dogs and cats must be housebroken. Management may require dogs to be tested for their temperament with humans and other animals as a condition of the animal's ability to reside at the unit. All other pets must be caged at all times. No pet offspring are allowed. Dogs and cats must be neutered or spayed.
- j. Pets shall not be tied to any fixed object outside a dwelling unit, including -- without limitation -- patio areas, walkways, stairs, stairwells, parking lots, grassy areas or any other part of Owner's property. Pets shall not be allowed to run free outside a dwelling unit.
- k. Residents shall not permit pets in laundry rooms, offices, lobby areas, club rooms, other recreational facilities and other dwelling units.

- l. Resident's pet must be fed and watered inside the dwelling unit, and pet food or water may not be left outside the dwelling unit at any time.
- m. Pets shall be under supervision and under the resident's physical control when outside the dwelling unit, such as (but not limited to) on a leash, or hand-held or pulled in a wagon.
- n. Unless Owner has designated a particular area in a dwelling unit or on the grounds for the discharge of pet urine and feces, no pet shall be allowed to discharge anywhere on Owner's property, including -- without limitation -- dwelling units, walkways, stairs, stairwells, parking lots, grassy areas, or other places, and all pets must be taken off Owner's property for such purpose. Cat discharge is permitted inside a dwelling unit, but it shall be done in commercial-type litter boxes with "kitty litter" type mix. Cat waste must be removed from litter boxes, placed in plastic bags, tied and disposed of in the trash or dumpster. We recommend removing the waste at least once per day and changing the litter at least once per week. If pet discharge occurs anywhere on Owner's property, Residents shall be responsible for the immediate removal of waste. Residents will be charged a \$10 fee every time their pet is found to have discharged on the property and will be charged actual cost for repair of any damage caused. In addition to the foregoing provisions hereof, Residents shall comply with all applicable local ordinances regarding pet discharge.
- o. Designated area(s) for pet discharge inside Resident's dwelling unit: _____

- p. Area for pet disposal will be provided on site, location: TBD

VIII. EMERGENCY CARE

In case of emergency, Resident's pet will be taken care of by: _____
_____ (Name and local phone number). If such a person is also a Resident of the same property, the provisions of this Agreement shall continue in effect and shall be deemed to apply to the keeping of Resident's pet by paid attendant.

IX. PET CARE AND ABUSE

Owner may terminate Resident's authorization to keep such pet if Resident is or becomes incapable of caring for Resident's pet, or if such pet is neglectfully cared for or abused.

X. ADDITIONAL RULES

Owner shall from time to time have the right to make reasonable changes and additions to the pet rules set forth in this Agreement, so long as the same are in writing and distributed to all Residents who are permitted to have pets.

XI. VIOLATION OF AGREEMENT

Complaints of Pet Rule violations must be made in writing and signed by the person complaining. Management and Residents alike may file such complaints. After three verified Pet Rule violations supported by objective facts in a calendar year, a Resident who does not correct the violations may be

required to give up the pet or face eviction proceedings, subject to procedures stated in the Federal Register, Vol. 51, No. 230, Section 243.24 (copies are available in office).

XII. COMPLAINTS ABOUT PET

Resident agrees to immediately take appropriate action in the event that Owner receives complaints from neighbors or other occupants concerning Resident's pet.

XIII. PRIOR UNDERSTANDING

Resident acknowledges that no other oral or written Agreement or understanding exists regarding this Pet Agreement, except for written changes pursuant to paragraph XI.

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XIV. REASONABLE ACCOMMODATION

Persons with disabilities have the right to request reasonable accommodations and to participate in the informal hearing process. The 504 Coordinator for The Habitat Company LLC is:

THIS IS A BINDING AND LEGAL DOCUMENT. READ CAREFULLY BEFORE SIGNING.

RESIDENT:

(All persons named as Resident in the lease must sign.)

Management Agent

Date

Date

Date

Resident is entitled to a copy of this entire Pet Agreement.

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ANNUAL PET REGISTRATION FORM

Resident's Name _____ Apt. # _____

Pet's Name _____ Age _____

Description _____

Vet's Name _____ Phone # _____

The following person has agreed to be responsible for my pet in the event that I am unable to properly care for it due to temporary illness or incapacitation.

Name _____

Address _____

Phone # _____

Verification: (for office use only) _____

Evidence of license and inoculations: _____

Evidence of Spaying/Neutering: _____

I have read the Pet Agreement, including Section VII Pet Rules, and agree to comply with them.

Signature: _____ Date: _____

Signature: _____ Date: _____



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