MANAGEMENT PLAN – APPENDIX A

Annapolis Gardens – Bowman Court

As Proposed By Landex Management, LLC

1. **Role, Authority and Responsibilities of the Management Agent**

a. The Owner/Sponsor, Annapolis Community Development Partners, LLC ("the Owner"), has retained Landex Management, LLC as the Management Agent of Annapolis Gardens – Bowman Court Apartments ("Management Agent").

b. The Management Agent will be responsible for the day-to-day operations of the projects and will make decisions regarding the following:

- General maintenance
- Minor repairs
- Preventative maintenance
- Initial Certification and Re-certifications of tenants
- Collections
- Emergency repairs
- Tenant relations
- General correspondence
- Representing the Owner to the city officials

c. The Owner will be consulted for the following:

- The hiring and firing of senior site employees
- Formulation, implementation and changes of rules and policies
- Before the signing of any contracts
- When there is deficit cash flow
- Expenditures over $2,500.00 (or any expenditure which will result in aggregate liabilities exceeding $10,000)

d. The Owner's representative is, Peter Siegel, CEO of Landex Development, LLC ("Mr. Siegel") one of the Members of the Owner. Carlos Pizarro, the Portfolio Manager of the Management Agent (the "PM"), is the Management Agent's representative and is responsible for the operations of Annapolis Gardens – Bowman Court

e. The Management Agent shall be authorized and responsible to perform (or have performed) any services to protect life and property in connection

with an emergency occurrence. In emergency situations not involving immediate threats to life or property, the Management Agent shall be authorized to spend up to $2,500.00 to remedy the situation of duress. All reasonable efforts will be made to contact Mr. Siegel before any decisions are made.

f. The Management Agent will set up an operating budget. An operating account will be established, from which disbursements will be made for payment such as, mortgage, utilities, insurance, taxes, payroll, supplies, and other direct service costs. The budget will be reviewed quarterly and readjustments will be made if necessary.

2. **Staffing**

a. The PM will be responsible for hiring maintenance personnel, office staff, contract services and vendors, subject to the Owner's approval. Frontline staff will be the employees of the Owner and will be under the direction of Management Agent.

b. Management Agent conforms to equal employment opportunity requirements in its hiring practices. Applicants will be screened and their qualifications judged without regard to race, creed, color, national origin, marital status, ancestry, age, handicap, sex, or liability for military status. All new hires are placed on a ninety (90) day probationary period. All new hires are given an Employee Handbook with copies of the Medical Insurance Handbooks. Art Reyes, Vice President of Landex Management, LLC is the Equal Opportunity Officer for the Management Agent.

c. The Annapolis Gardens - Bowman Court Apartments staff will include the following:

-Community Manager
-Leasing Compliance Consultant
-Resident Services Coordinator
- Lead Maintenance Technician
- Maintenance Technician
- Janitorial Porter/Handyman

d. All off-site personnel which could be termed "home office and/or supervisory" personnel shall be the employees of the Management Agent. "Home-office and/or supervisory" personnel performing frontline functions will be billed to the property at their hourly rate.

e. The present benefits package of all full-time Project employees is as follows:

- Vacations:	3.08 hours per paycheck (paid biweekly) month - which may be taken after one full year of employment
- Insurance:	Coverage on all full-time employees for medical, disability, and workmen's compensation
- Sick/Personal Days:	1.54 hours per paycheck (paid biweekly)
- Holidays:	9 paid holidays

f. The Vice President of Operations and/or another Officer of the Management Agent review all employee grievances and attempt to reach satisfactory solutions.

3. **Marketing, Rent-Up, and Resident Selection**

a. The Policy of Annapolis Gardens – Bowman Court Apartments and the Management Agent is Equal Housing Opportunity for prospective applicants regardless of race, color, religion, sex, handicap, familial status or national origin, as defined in Title 6 of the 1964 Civil Rights Act as amended in 1990, Title 8 of the 1968 Civil Rights Act Sec. 504 of the Rehabilitation Act, and Executive Order 11063. The Agent shall comply with HACA ACOP to the extent applicable to the public housing units. In the event of a conflict between HACA ACOP and this Management Plan, this Management Plan shall control.

b. The office hours will be as follows:

Monday – Friday	8:30-5:00
Saturday	10:00 – 4:00 (on an as needed basis)

(all personal shall be full time employees and required to work a minimum of 40 hours work week)

c. Apartment units will be marketed before applications are accepted and processed in accordance with the Property's approved Affirmative Fair Housing Marketing Plan. Fair Housing policies and procedures will be adhered to during marketing and rent-up. The goal of the affirmative marketing effort will be to attract minority/majority households that might not ordinarily apply for housing in this neighborhood. In addition, the Management Agent will seek referrals from the Housing Authority of the City of Annapolis' waiting list for assisted housing.

d. All brochures, pamphlets, stationery and other printed outreach materials will feature the Equal Housing Opportunity and Handicapped Accessible logos. In addition, all materials will recite the Fair Housing policies.

e. Five percent of the units will be handicapped accessible. The Owner will partner with the Housing Authority of the City of Annapolis and other service providers to receive referrals for disabled families in need of quality affordable housing that qualify for housing at Annapolis Gardens. In the event one or more of the handicapped units are vacant for 30 days, units will be filled with another applicant(s) from the general waitlist for that size unit(s). Non disabled occupants will be required to sign a waiver that in the event an disabled individual or family comes along in need of a fully accessible unit non disable occupant (s) will be required to move to another unit.

f. Outreach materials will describe the physical characteristics and amenities of the development, its locations and proximity to services, shopping, transportation, etc., and the availability of special programs for residents.

The local Section 8 office will be contacted during initial marketing and provided with information regarding the unit types and rents. The Office will be kept apprised of the units that are coming available.

g. To ensure adequate diversity among our residents, the availability of apartments will be publicized through neighborhood social organizations, schools, community centers, etc.

h. It is the Management Agent's intention that all racial groups will be reached through the above-mentioned resources.

i. Vacant apartments will be offered on a first-come, first-serve basis. The management will review all applicants to determine eligibility for residency at Annapolis Gardens – Bowman Court Apartments

j Applications will be available at the on-site office of the Annapolis Gardens – Bowman Court Apartments.

k A waiting list will be maintained by unit type and Owner preferences. Applications will be date stamped when received and placed on the waiting list in chronological order. As a notice to vacate is received, the first 5 people on the waiting list will be contacted.

l. Initial screening will be supervised by senior staff of the Management Agent. Screening will be carried out through the following:

- Credit reports
- Criminal history check
- Personal interviews
- Character references
- Prior landlord reference

m Applicants will be selected by the Agent on behalf of the Owner in accordance with the Resident Section Plan attached hereto and incorporated herein.

n. Annapolis Gardens – Bowman Court Apartments will accept applicants who, at the time they apply, meet the following criteria:

1. All applicants/households must be tax credit eligible as defined under Section 42 of the Internal Revenue Service Code, Section 8 Housing Choice Voucher Program, public housing and the Extended Use Agreement as may be applicable.

2 Development is targeted to families. The property is not age restricted.

3. All applicants must be legally capable of entering into a Lease Agreement. Verification of legal status may be requested.

4 All applicants must be income eligible. Minimum and maximum incomes will be posted in the business office for general public review. All sources of income and assets will be verified through third parties. All initial certifications with supporting documentation will be reviewed by Quadel Consultants prior to move-in. The recertification process will begin no later than 90 day prior to the end of the lease. All forms of income and assets will be verified again and verifications will be completed prior to the end of the end of the lease. All public housing applicants incomes will be verified using the HUD EIV system.

5. All applicants whose incomes are being claimed for occupancy units must be leaseholders.

6. Applicants must have maintained a satisfactory credit history, however, lack of credit history is not sufficient justification to reject any applicant.

o. Reasons for rejection in addition to income and household composition will be as follows:

1. a history of disruptive behavior
2. poor housekeeping habits
3. poor rent payment history
4. record of conviction of a violent/fraudulent crime
5. deliberate falsification of information on the application.
6. prior evictions
8. family size not appropriate for size of unit
9. income exceeds program limits
10. Income is below the required minimum for occupancy

p. Management Agent has a two-part program for tenant orientation:

- An orientation workshop meeting of all selected applicants will be held prior to occupancy. At this workshop, management and resident responsibilities will be outlined in detail. In addition, a Resident Handbook that includes a copy of the House Rules and Regulations as well as services in the community and at the site will be distributed and discussed as part of the residents' orientation. A copy will be included, also, as an attachment to the Lease.

- The maintenance staff will review the physical workings of the apartment with the resident prior to move-in. An apartment checklist will be completed and signed by both the resident and management.

q. A permanent file of all applicants will be kept at the project site. All applications will be dated and time-stamped and families will be selected on a first-come, first-served basis within the preferences as approved by the Program. All ineligible applicant files will be kept a minimum of 3 years.

r. All tenant's income will be re-examined annually in accordance with LIHTC and other public and private funding program regulations. All public housing residents incomes will be verified through the HUD EIV system.

s. All units will be inspected by the household and Owner upon move in and move out and during occupancy on a quarterly basis.

t. Families placed on a waiting list will be notified in writing as to their status.

u. Rent increases will be handled according to applicable program guidelines.

v. All evictions will be handled in accordance with State Law.

4. Plans For Carrying Out An Effective Maintenance And Repair Program

a. Tenants will be responsible for maintaining apartment cleanliness, taking care of trash disposal, and changing light bulbs. The maintenance staff can assist with bulb replacement, but residents will pay for replacement bulbs.

b. Prior to a move-out, the maintenance staff will make a survey of the apartment to determine the condition of all fixtures, kitchen appliances, walls, floors, cabinets and counters, and in general, the overall condition of the apartment. Where damage (greater than normal wear and tear) occurs, the tenant will be assessed accordingly. After move-out inspection will be completed and charges assessed will be deducted from the security deposit. When an apartment is re-rented, a full cleaning will occur before the new tenant moves in. This will include repainting, full "industrial" cleaning of the kitchen and bathrooms and all appliances, installation of new light bulbs where necessary, and cleaning of all fixtures. The floors will be re-carpeted as necessary.

c. Cycle painting of interior and exterior will be done every five years or sooner if deemed necessary by the Management Agent.

d. Major repairs, not able to be handled by the on site maintenance staff, will be handled by independent local contractors, as will regular lawn maintenance.

e. All repairs will be handled through written work orders issued at the on site office with time, date, work to be performed. Upon completion of the work order the tenant will sign that the work was completed. If the repairs made are due to resident negligence, damage charges will be assessed. For example, if a toilet backup was due to items dropped in the toilet by a household member or guest, resident will be responsible to pay for any charges relating to clearing the back-up. The resident will be notified in writing as to the charges and a timeframe will be given to reimburse the property for the repairs. Major repairs will be reported to the main office and a telephone answering service will take calls during non-working hours. All calls will be responded to within 48 hours.

Emergency repairs will be performed on an immediate call basis 24 hours a day, 7 days a week. Normal repair requests will be performed within 48 hours when possible.

f. Emergency repairs are defined as:

- Lack of heat when the outdoor temperature is less than 55 degrees.

- Sewage Backup
- Frozen or broken pipes
- Lack of electricity in the entire apartment
- No air-conditioning when the outside temperature is more than 85 degrees
- Any endangerment to life, health or safety

g. Maintenance records are kept in duplicate: There is a chronological file in a software program and a specific hard copy unit maintenance file for each unit.

h. The maintenance staff will be expected to handle all minor repairs as they occur and to report all major problems to the Manager immediately.

i. Resident orientation will include instructions on how to report problems.

j. All units will be inspected by the resident and the Owner's representative upon "move in" and "move out" and quarterly.

k. Exterior grounds cleaning will be performed by the maintenance staff daily. A professional landscaping company will be hired to maintain the lawns for optimal curb appeal. The interior hallways and stairwells will also be cleaned on the rotating schedule, however, residents will be expected to keep their entryways free from debris.

l. Preventive maintenance schedules include, but are not limited to, periodic inspections of the property, resident move-in and move-out checklists, inventory control, common area maintenance, equipment maintenance, exterior maintenance on a seasonal basis, and painting, decorating, and replacement timetables as necessary.

m. Additional exterior lighting will be installed throughout the development in an effort to deter crime. Also the development will include a state of the art security system that can be monitored from remote locations and record for up to 30 days. There will be approximately 38 cameras located throughout the site.

5. **Rent Collection**

a. Rents will be paid by check or bank certified money order, at the on-site management office. No cash payments will be accepted. Personnel authorized to collect the rents will be the Community Manager. Management Agent may deny any future personal check privileges if one check is returned by the bank for insufficient funds.

b. Rents will be due on the first of the month. If the tenant does not pay the full amount of the rent by the end of the 5th day of the month, the Agent may collect a fee of 5% of the amount due as additional rent. There will be a $35.00 charge for any returned checks plus applicable bank charges. These charges will go to the operational account and not to the Management Agent.

c. Tenants will be served with Notice of Late Rent in accordance with State Law.

d. All evictions will be handled in accordance with all federal, state and local law. For example, all public housing residents will receive the required 14 day notices for non payment of rent, prior to initiating legal action, pursuant to 24 CFR 966. Moreover, all residents will receive the proper 30 day notice for all breach of lease actions and will be given the appropriate time to cure lease infractions prior to the Management Agent seeking legal resource

e. A Security Deposit of $500 will be required of all tenants moving into Annapolis Gardens – Bowman Court Apartments. Any tenant moving out shall have his/her security deposit reimbursed no later than forty-five days after vacating the apartment, minus any damages. Value of damage is determined by the manager from established prices for materials and labor immediately prior to the tenant move-out.

f. Funds received for rents and funds received for security deposits are deposited into two separate accounts. Funds received for tenant rents are deposited into the operating account. Funds received for security deposits are deposited into the security deposit account.

6. <u>Resident Services & Resident/Management Relations</u>

a. The site selected is desirable to low and moderate income elderly individuals.

b. The universal design of the units is suitable for proposed population. The unit mix and proposed rent structure is as follows:

10	1 - Bedroom Apartments ($602 to $664 per month): 1 - 2 Persons
62	2 - Bedroom Apartments ($584 to $744 per month): 2 - 3 Persons
59	3 - Bedroom Apartments ($ 571 to $828 per month): 3 – 5 Persons
9	4 - Bedroom Apartments ($556 to $886 per month): 4 – 6 Persons
10	5 - Bedroom- Apartments ($550 to $880per month): 5 – 8 Persons

50% of the apartments for each bedroom size shall be rented in accordance with the with the applicable HUD public housing rules and regulations.

c. A model Lease Agreement will be utilized in English and if necessary in other languages. The Management Agent shall encourage and foster the growth, expansion and involvement of the Annapolis Gardens – Bowman Court Apartments Residents Organization and will work with and support its representatives to ensure a decent, safe and well- managed community for all residents.

d. Tenants will have the ability to participate in many on-site services as well as in existing local, community-based services that are available in the City of Annapolis and Anne Arundel County.

Among the on site-services available will be the following:

- Family Need Assessments
- Head Start Program
- After School Youth Programs
- Employment Preparation
- Health Fairs

On-site facilities supporting these and other services include:

- The Resident Service Coordinator will be responsible for completing all family need assessments.
- The Arundel Community Action Program currently has an on-site Head Start program that serves Annapolis Gardens and Bowman Court residents as well as others.
- The Housing Authority of the City of Annapolis provides a host of youth after school programs, such as homework club, computers, sewing club, arts and crafts, etc.
- Families can visit the on-site community center and receive assistance with resume writing, job searches, etc.
- Health fairs and workshops will be held on site in the community room, topics to include teen pregnancy prevention, sex education, health and hygiene, nutrition and exercise.

Off-site services provided include the following:

- Basic Skills Literacy Education. The Owner will partner with the Anne Arundel Literacy Council to provide literacy testing and training for Annapolis Gardens and Bowman Court residents. In addition, the City Department of Recreation offers reading programs for elementary age children who are having trouble reading or are slow readers. Children can receive one-on-one instruction on Tuesday and Thursday at the Stanton Community Center. In addition, Opportunities Industrialization Center of Annapolis will provides Adult Basic Skills courses, computer literacy

classes, English as a second language and resume writing and interview skills. The Housing Authority will provide transportation for residents as needed.

- Recreational Activities. Light of the World Ministries and the Stanton Community Center will offer a host of recreational activities including:

  Friday Night Alternative – a weekly program designed to provide a safe haven to youth on Friday nights. Light of the World Ministries will pick up all participants and take them to their headquarters, feed the children, conduct workshops, games, rap session, and individual counseling. In addition, once a month Light of the World Ministries conducts activities that promotes and expose the youth the arts: drama, dance, and poetry.

  The Stanton Community Center sponsors tennis and swimming classes on Saturdays and Fridays respectively. Classes are designed to teach the fundamentals and terminology of the game of tennis and swimming. Both classes are taught by professional and licensed instructors.

- Health Education and Referral- the Anne Arundel Medical Center sponsors a free clinic at the Stanton Community Center with which the Developer has partnered. The Center is supported by a network of physician volunteers, nurses, dentists, and other professional.

- Housing Services - the Community Action Agency will provide a host of housing services including: eviction prevention, budgeting, financial literacy, energy assistance, and homebuyer education.

f. Initially, funding for resident services will come from the following sources:

Sources of funds:

- **Operating Budget**: The operating budget includes a line item of $25,000 to cover the costs of a Resident Service Coordinator and other on-going expenses of the tenant service plan;
- **Development Budget**: The Development Budget provides funding for start-up costs of the tenant services program during the rent-up period. These funds will cover the cost of furniture, fixtures and equipment.
- **In-kind services**: Many of the organizations with which the redeveloped Annapolis Gardens – Bowman Court Apartments will be partnering are providing services at no cost or deeply

discounted cost to the residents of the housing community. These services include: health screening, nutrition education classes, senior center programs, youth activities and recreation, financial literacy, computer literacy, financial literacy, job training, mentoring, first time homebuyer education, etc.

g. The **Resident Service Coordinator** will be responsible for coordinating all of the on and off-site activities and the services available from the organizations in the partnership network. Among the responsibilities of the Coordinator will be to:

- conduct an initial needs assessment of the residents upon admission to the housing community and then on an annual basis at recertification;
- identify and build a service delivery network of existing community-based resources;
- match resident needs to available services;
- make referrals for special needs to local service organizations and arrange for transportation;
- prepare a monthly newsletter that includes a schedule of activities for the month, highlights special events and holidays, recognizes resident birthdays and other special occasions, etc.
- Maintain and coordinate a master schedule of activities, programs and services;
- Organize special programs for the holidays;
- Provide and drive van service for residents.

7. Accounting and Record-Keeping

a. The following operating reports will be prepared by the Management Agent for the Owner's review:

Monthly: No later than 20 days following the close of an accounting month, Management Agent will provide Owner with the following:

- Profit and Loss Statement; Balance Sheet
- Monthly Management Agent's Report
- Statement of Disbursements
- Statement of Accounts Receivable
- Statement of Payables

No later than 15 days from the end of an accounting month the Owner shall submit to the Housing Authority of the City of Annapolis ("HACA") income and expense report for the ACC assisted units.

The Managing Quarterly: No later than 20 days following the close of an accounting month, Agent will provide Owner with the following:

- Balance Sheet; Profit and Loss Statement
- Variance Report

Yearly: The Management Agent will provide Owner with the following items annually on the dates set forth below:

- Annual Audit: March 30
- Operating Budget: December 1
- Draft Budget: October 1st

No later than 30 days from the end of each fiscal quarter, the Owner shall submit to HACA a quarterly report which should consist of balance sheet, income statement, a narrative summary describing any significant financial activity that is not captured in the balance sheet and income statement, and current balance in each account maintained by the Regulatory and Operating Agreement by and between HACA and the Owner.

b. The cash flow will be monitored through a monthly balance sheet and a profit and loss statement, as well as a quarterly variance report.

c. If the Management Agent missed these dates, Owner can withhold accounting fee payment until report is furnished.

d. The Management Agent shall collect and deposit in the accounts established all Rents and other charges due from Residents and all Non-Rental Income due the Owner. Copies of all checks and certified checks will be made prior to depositing rents into the appropriate accounts. The Agent agrees to request, demand, collect, receive, and give receipts for any and all charges of rents which may at any time be or become payable to the Owner. The Agent agrees to take such action, including legal action, with respect to delinquencies in payments due the Owner, as DHCD may from time to time authorize or direct. The Agent shall prepare an itemized list of all residents with delinquent accounts immediately following the fifteenth day of each month.

8. Hiring Practices

a. Job Postings

Full-time and part-time job openings are announced internally via staff memo or email announcements. The job(s) may be posted and/or advertised externally during the same period.

b. Applications are reviewed by the Human Resource Coordinator to ensure qualifications are satisfied.

c. Human Resources will make the initial contact via telephone interview.

d. Follow-up interview is scheduled with the on-site personnel depending on the vacant position.

e. References checks, background checks, drug test are completed

f. Offer extended to the applicant

g. PM and/or Vice President of Operations must sign off on all new hires

8. Job Descriptions

a. **Community Manager**: - Reports to Management Agent.

Qualifications: College degree or specialized vocational / technical training is required or on the job knowledge equivalent knowledge. Course work in real estate is preferred. CSM, CPM, or RPA designation is preferred

1. Must have property specific knowledge of multi family residential experience (e.g. HUD, Section-8 and or LIHTC) including a broad understanding of finance, leasing, legal, marketing, construction, and various requirements of such properties.
2. Knowledge of Fair Housing, Equal Employment guidelines
3. Strong client relations skills
4. Knowledge of local and federal housing laws
5. PC literacy is required (Excel), Timberline.
6. Ability to analyze and synopsize a monthly financial statement and prepare detailed budgets and operating forecasts.

General Responsibilities: Proper operation of property and staff, including the following: Income; expenses; personnel; property records; resident relations; compliance with all local, state and federal guidelines pertaining to the property; supervising the coordination of resident social services activities at the site. Ability to sign leases and responsible for initial certification and re-certifications.

Authority: The Management Agent has the authority to make all decisions pertaining to the overall operation of the community as previously approved in the annual operating budget and ability to sign leases. Any

expenditure over $500 made must receive approval from Management Agent's corporate office whether budgeted or not.

Salary Range: $55,000 to $60,000*

b. **Resident Social Services Coordinator**: Reports to Community Manager.

Qualifications: Effective communication, organizational, training and coordinating skills. The ability to prepare flyers, banners, newsletters and agendas and to work well and effectively with others. Experience in social services, job training, and community advocacy. Person will be degreed by an accredited college and/or university and possess related work experience.

General Responsibilities: Responsible for setting up and organizing resident organization, actively interact with resident organization and assist when possible so that their goals are met. Advise management of potential issues or problems which may have an effect on the community: schedule and coordinate special events, coordinate home visits, draft and produce community newsletter, establish relationships with outside social service agencies, prepare and submit grants to various agencies for funding, administer and supervise the programs for the community residents and work closely with Community Manager to meet needs of the property.

Salary: $25,000*

c. Compliance/ Leasing Specialist – Reports to the Community Manager

Qualifications: must have a Bachelor's Degree in Business Administration or related field from an accredited college or university and must be tax credit certified. The Compliance Leasing Specialist must have a minimum of 2 years of sales and sales support experience or 2 years in customer service, public speaking and training. Lastly, the candidate must be able to interpret rules and regulations, work at a fast pace, and have excellent communication skills both oral and written.

General Responsibilities: Responsible for assuring the apartment community is in compliance with the regulations and guidelines of various governmental agencies, specifically Section 42 of the IRC, and HUD 4350 Candidate must ensure that all resident files are certified within the specified time frame; ensure all necessary documentation is current and properly filed within the residents file; ensure residents complete necessary documentation and maintain an organize filing/ archive system to facilitate the expeditious retrieval of information.

Salary Range: $35,000 - $38,280*

d. **Maintenance Staff**: Reports to Community Manager

Qualifications: High School diplomas or equivalent

1. 3-5 year Experience in apartment maintenance and 2-3 years experience as a Maintenance staff
2. HVAC Class C and or Universal HVAC Certification is a MUST
3. Knowledge of local, state and federal laws as they relate to housing Knowledge of Fair Housing Laws

General Responsibilities: Responsible for overall supervision and administration of maintenance programs and projects, including the following: Planning, inspection, scheduling and control, purchasing, personnel, records, and budgets.

Authority: To make recommendations to Community Manager on all aspects of maintenance operations.

Salary Range for Lead Maintenance Tech: $48,000- $53,000*
Salary Range for Maintenance Tech: $41,000 - $47,000 *

d. **Janitorial and Cleaning Staff**: (if required) Reports to Community Manager and Maintenance staff.

General Responsibilities: All positions require participation in policing of the grounds of the property; turnover of vacant apartments, proper care of all supplies, equipment, and machinery belonging to the property, and require minor maintenance as assigned by Maintenance staff such as replacement of screens, shades, light bulbs, etc.

Salary: $20,800*

* Salary range is subject to change and shall be based on the applicant's experience

ANNAPOLIS GARDENS/BOWMAN COURT

1832 Bowman Court Annapolis, Maryland

Resident Selection Plan

I. Statement of Purpose

Annapolis Community Development Partners, LLC is a Maryland limited liability company whose members include affiliates of Landex Development, LLC (Landex), and the Housing Authority of the City of Annapolis ("HACA"). Annapolis Community Development Partners, LLC was formed for the purpose of acquiring and redeveloping the Annapolis Gardens and Bowman Court into high quality rental housing for occupancy by households whose incomes do not exceed 60% of the Area Median Income (AMI). This document describes the resident selection process, screening criteria, eligibility criteria, appeals process and requirements for continued occupancy. This Resident Selection Plan may be updated and amended from time to time with the approval of the Owner.

II. Statement of Fair Housing

It is the policy of the Maryland Department of Housing and Community Development ("DHCD"), the U.S. Department of Housing and Urban Development ("HUD"), the Housing Authority of the City of Annapolis ("HACA"), Anne Arundel County ("County") , and Landex Management, LLC to comply with all applicable laws relating to Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Act Amendment of 1988), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the American with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern) and any applicable state laws or local ordinances and any legislation protecting the individual rights of residents, applicants or staff that may subsequently be enacted.

Annapolis Community Development Partners, LLC, shall not discriminate because of race, national origin, gender, religion, familial status, disability or handicap, or sexual orientation in leasing, renting or other disposition of housing or related facilities.

III. Project Description

Annapolis Gardens and Bowman Court (the "Property") is comprised of one hundred and fifty (150) dwelling units and is located at 1832 Bowman Court Annapolis, Maryland. The Property is financed with funds from the Maryland Department of Housing and Community Development, Arundel Community

Development Services, City of Annapolis, and City of Annapolis Housing Authority.

The Owner has executed a Land Use Restrictive Covenant which restricts the use of the property to rental housing for eligible households as defined by Section 42 of the Internal Revenue Code of 1986

The owner has executed a Declaration of Restrictive Covenants and a Regulatory and Operating Agreement with the Housing Authority of the City of Annapolis ("HACA") under the public housing development program, whereby, the Owner will operate 75 units as public housing units (the "ACC units"). The ACC Units are further governed by HACA's Admission & Continued Occupancy Policy ("ACOP"), provided however to the extent this Resident Selection Plan conflicts with the ACOP this Plan shall control.

Property Information:

The new apartment community consists of 150 units within ten 5-unit buildings and 50 duplexes with the following apartment distribution:

	ACC Units	**Non-ACC Units**
1 bedroom	5	5
2 bedrooms	31	31
3 bedrooms	20	39
4 bedrooms	9	
5 bedrooms	10	

IV. Income Targeting

Pursuant to Section 42 of the Internal Revenue Code and other project sources all the units at the Property will be leased to households whose income, at the time of initial income certification and admission, does not exceed sixty (60%) percent of the area median income adjusted by family size for Anne Arundel County, Maryland as published by the US Department of Housing and Urban Development at the time of admission. Fifty percent of the eligible households will be required to meet public housing requirements, in accordance with the above property description.

V. Occupancy Standards

Occupancy guidelines are as follows:

Number of Bedrooms	Minimum Number of Persons	Maximum Number of Persons
1 Bedroom	1	2
2 Bedroom	2	4
3 Bedroom	3	6
4 Bedroom	4	8
5 Bedroom	5	10

Exception to the occupancy standards may be made at the sole discretion of the Owner. Exceptions to the maximum standards may be made in case of reasonable accommodations for a person with disabilities and emergencies.

A household that chooses to occupy a smaller apartment must agree to not request a transfer until there is a change in their household size or a change in a household member's medical condition which necessitates a larger unit. The household must be in good standing with their current lease and meet the criteria under the Transfer Policy (Section below) to receive a transfer.

Households will not be placed on the waiting list for a larger apartment unless there is a verifiable medical reason(s) for a reasonable accommodation which requires a larger size apartment or a change in household composition.

VI. Preferences

Prior Resident Preference- This preference will be granted to prior residents of Annapolis Gardens or Bowman Court who are in good standing. Any person or household who was a resident in good standing of Annapolis Gardens or Bowman Court on July 1, 2009 and was in good standing at the time of dislocation as well as the time of return shall qualify for this preference. For the purposes of this preference, "good standing" shall mean that the individual or family did not have any lease violations at the time of relocation from Annapolis Gardens or Bowman Court and who have no lease violations at the time of re-occupancy of the Project.

Working Households – This preference will be given to working families. Working families will be those Heads of Household or co-Heads of Household who work a minimum of 32 hours per week and have done so for at least twelve (12) months immediately preceding the date of placement. It must be apparent that full-time employment is on a continuous basis. Families whose Head of Household or Co-Head of Household or other adult household members are elderly (62 years or older), handicapped or disabled are not effected by this preference and application from these households will not be skipped on the waiting list.

The ACC units shall be further subject to the following preferences:

A. Displaced Households. This preference will be available to displaced households. Displaced households shall mean:

(a) individuals or families displaced by government action (i.e. required to move by any level of government: federal, state or local) or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.

(b) individuals who have been displaced by domestic violence and can document such;

(c) individuals or families who have been subjected to documented reprisals and/or hate crime. A hate crime is actual or threatened physical violence or intimidation that is directed against a person or his/her property. It must be based on the person's race, color, religion, sex, national origin, handicap/disability or familial status; and/or

(d) individuals displaced due to the inaccessibility of a unit.

B. Veteran's preference - This preference is available to households where the Head of Household has received an honorable discharge from the United States Armed Services.

C. Residency preference . This preference is available to individuals or households who have lived or worked City of Annapolis for at least twelve (12) months prior to placement.

VII. Waiting List

Annapolis Gardens and Bowman Court will have a site-based waiting list. This Master List will be kept in a bound book at the on-site Community Manager's Office. The Master List will include applicants who have satisfied the above listed preferences. Applications will be accepted on site and at HACA's Administrative Office. Upon receipt, completed applications shall immediately be time and date stamped and entered into OneSite software system to be placed on the site based waiting list.

Household income limits are published annually and posted in the Management Office. All applicants will be required to submit a "fully" completed Application for Occupancy. Applications will be available at the handicapped-accessible Management Office of Annapolis Gardens/Bowman Court as well as the HACA's Administrative Office. During the construction period, a fully accessible temporary office will be established on the development site.

It will be the applicant's responsibility to provide the Property's Management Agent with accurate and verifiable information. Information that is NOT verifiable and or is inaccurate will result in immediate rejection of application.

Upon completion of the entire application, upon which all questions are answered (questions that are not applicable must be marked N/A"), the following will occur:

A) A number will be assigned in order of receipt, based on the time and date stamp.
B) The applications will be recorded in a bound book which will outline the number assigned, the date received, and the supporting documentation as noted on the application, i.e. name, address, telephone, number in household, apartment size requested. This information will also be maintained electronically in the OneSite software system.
C) The applications will then be filed in accordance with appropriate apartment size for the respective Applicant family. Any contact between the Applicant and the Management Agent or HACA shall be documented in the Applicant's file.

Families or person(s) will be selected based upon meeting income eligibility, availability of appropriate sized apartments and preferences. The criteria for selection of residents will be available for review in the Management Office.

Each Applicant will be placed on the waiting list in chronological order according to the date and time of receipt of the completed application and according to the preferences listed in Section VI. As a unit(s) becomes available, the Management Agent will contact applicants on the wait list to begin the certification process. It is at this time that the applicant's unit size preference and eligibility will be verified. If the household composition has changed and the Applicant no longer qualifies for the particular sized unit that is available, the Applicant will be placed back on the waiting list under the appropriate size unit.

If an Applicant refuses an apartment, their application will be returned to the bottom of the waiting list, annotated as of the date of declination, to be selected again. Applicants who deny or reject an apartment a second time shall be removed from the waiting list.

VIII. Application Process

All applicants for occupancy at the Property will be required to complete and submit a full application for occupancy. All members of the Applicant's household who are over the age of eighteen (18) or legally emancipated also will be required to sign the application. Applications will be available at the handicapped-accessible Management Office of Annapolis Gardens and Bowman Court, the HACA's Administrative Office or by mail if requested to meet a reasonable accommodation. (During the construction period, a fully accessible temporary office will be set up at a location on the development). Applications will be accepted in person or via mail. Upon request, applications will be available in formats accessible for individual's with vision or hearing impairments and will be written simply and clearly to enable Applicants with cognitive disabilities to

understand as much as possible. Personnel will be available to read the application to non-readers and arrangement will be made for individual's who do not speak English.

All applications will be numbered and logged according to the date the application is received and will be sorted according to the dwelling apartment size requested and date and time stamped. Preference will be given to applicants who meet the preferences in Section VI. No one will be refused the right to apply for housing at Annapolis Gardens and Bowman Court.

Upon completion of the application, Management will meet with the applicant to review the application for accuracy and completeness. Incomplete applications will be rejected. At the initial meeting, Management will review the eligibility requirements and resident selection criteria with the applicant and explain the verification process. Applicants shall be required to sign a release of information form granting Management the right to conduct a credit and criminal background check. Applications will not be processed without this release of information form completed by all adult applicants or potential occupants.

In verifying all eligibility requirements, including, assets, income and allowances, the Management staff will use the following procedures:

Verification by Third Party - A third party is an employer, public agency, physician or other individual or entity who can verify the data provided by the applicant. Since third party verification is the most accurate type of verification, it will be used whenever possible. If it cannot be used, the rental staff will document the reasons why it was not used.

Verifications by third parties will be one of the following:

1. **Written** - Written verifications provided by reliable third parties are the most accurate and will be obtained whenever possible. Verifications will be sent through the mail with a stamped, self-addressed return envelope enclosed. They will also contain a statement of purpose and a release statement signed by the Applicant authorizing release of the information.
2. **Oral** - Telephone or face-to-face contacts with a reliable third party will be used if the written documentation cannot be secured. The rental staff who performed the function will document in writing the facts obtained, the time and date of the contact and the name and title of the person contacted.
3. **Review of Documents** - the rental staff may review documents only if third party verification is impossible or to confirm the applicant's statement when the source cannot or will not provide the required documentation within a four (4) week period. Such documents will be photocopied if possible. The rental staff will list the appropriate facts obtained and sign and date the listing.
4. **Applicant's Notarized Statement or Signed Affidavits** -This form of

documentation is acceptable only when the other forms of verification cannot be used.

Verifications will be valid for a ninety (90) day period. Upon expiration of same, the rental staff will re-verify. Within the first thirty (30) days following the expiration date, the rental staff will verify the information orally. If written verification is in excess of one hundred and twenty days (120), a new written verification will be obtained. This ruling will not apply to verifications of age for the elderly, or the status of handicapped, disabled, displaced or applicants residing in substandard housing.

A checklist for each person involved in the verification process will be maintained. The checklist will document the rental staff's efforts to obtain verification. If verifications are not promptly returned, the rental staff will telephone the verifying party as to the status.

The rental staff will have the Applicant sign two verification requests in case the first one becomes lost.

In cases where a large number of verifications are to be sent to a public agency, the rental staff will meet the public agency to provide the agency with advance notification and to explain the process.

Once all the verifications have been returned, the rental staff will determine the applicant or tenant's rent by calculating income after allowances and applying the appropriate rent formula for the program. All calculations and inclusions of income or allowable expenses will be done in accordance with the requirements and policies of the HUD Manual 4350.3, Occupancy Requirements of Subsidized Multifamily Programs. The rental staff will prepare the appropriate and/or required HUD forms and obtain the applicant's signature and any other forms required by the funding programs.

Failure to respond within 5 business days of Management's requests for documentation or information to process the application may result in withdrawal of an application from further processing. Management may make exceptions to the procedure described herein to take into account circumstances beyond the applicant's control, such as serious medical problems or extreme weather conditions. In such cases where an applicant encounters a circumstance beyond their control, the conditions must be verifiable or documented proof presented by the applicant.

All applicants will be screened according to the eligibility criteria outlined below and if accepted for occupancy, applicants will be assigned to an appropriately sized apartment.

IX. Eligibility Criteria

Prospective applicants who meet the following Eligibility and Selection Criteria will be placed on a waiting list based on the date and time of their applications. Preference will be given to applicants who meet the preferences in Section VI. . If an applicant turns down a unit of the appropriate size for any reason, the applicant will be placed on the bottom of the existing waiting list

Eligibility Criteria

1. All applicants/households members must be tax credit eligible as defined under Section 42 of the Internal Revenue Service Code, the Land Use Restriction Agreement between DHCD and Owner.
2. All applicants must be legally capable of entering into a Lease Agreement. Clarification of legal status may be requested along with a picture I.D for the head of household and any member of the household that is 18 years or older.
3. All applicants must be income eligible as established by applicable program requirement previously mentioned, including but not limited to the Low Income Housing Tax Credit Program, and Public Housing Program.
4. All individuals 18 years of age or older (or legally emancipated) must sign an application. All Applicants whose incomes are being claimed for the apartments will be required to be leaseholders.
5. All individuals 18 years of age or older (or legally emancipated) will fall under the Working Family Preference if they provide evidence that they:
   - Are enrolled in a full-time bona fide job training program; unless elderly or disabled.
   - Are enrolled and attending school full time, unless elderly or disabled.
   - Head of household must show evidence of employment with a current or past employer, but in no event less than 12 months with current employer, unless elderly or disabled.
6. The Applicant household must be willing to the pay the rent calculated according to the Department of Housing and Urban (HUD) rules.
7. Applicant households must provide verification of Social Security numbers for all household members who are six (6) years of age or older. All eligible non-citizens must provide proof of immigration status in accordance with the rules and regulations of the Immigration and Naturalization Services (INS).
8. All adult household members (18 years of age and older) must sign the *Notice and Consent for the Release of Information*, Form HUD-9887, at the time of the initial certification and at each recertification thereafter. Additional signatures must be obtained from new adult members when they join the household and when members of the household become 18 years of age. Failure to sign this consent form may result in the denial of assistance or termination of assisted housing benefits. Such

rejection/termination will follow the procedures set for by HUD/lease agreement.

9. In addition, when new adult members join the household and when members of the household become 18 years of age, they also must sign this and all other relevant consent forms. Failure to sign this or any required consent form may result in the denial of assistance or termination of assisted housing benefits. If an Applicant is denied assistance for this reason, the notification procedures mandated by HUD will be followed. If a resident is denied assistance for this reason, the procedures set out in the lease agreement will be followed which require the resident to pay the higher, HUD-approved market rent for the unit for failure to provide recertification information.
10. No assistance shall be provided under Section 9 of the Act 1937 Act to any individuals who:
    - Has a household member who is subject to a state sex offender lifetime registration requirement.
    - Has a household containing a member(s) who was/were evicted in the last three years from federally assisted housing for drug related criminal activity.
11. In order to provide decent, safe, and sanitary housing, the tenant must comply with the unit size Occupancy Standards under Section V Occupancy Standard of the Resident Selection Plan.
12. All applicants for the ACC units must go through the Section 214 Review of the Housing and Community Development Act of 1980, as amended, to determine if any restrictions on assistance to non-citizens apply to their household.
14. Households must not be entirely and exclusively comprised of full-time students. Except under the following conditions:
    - All members of the household are married and filed a joint Federal Tax return in the previous year; or
    - If the household consists of a single-parent of a child(or children) none of whom are dependent of a 3rd party
    - A household member is a recipient of TANF; or
    - A household member is in a federal, state or local job training program.

Selection Criteria

The Property will accept Applicants who, at the time of application meet the following Owner Selection Criteria:

1. Applicants must have maintained a satisfactory credit history; however, lack of a credit history is not sufficient justification to reject an applicant. Applicants must demonstrate the ability to meet financial obligations, especially rent and utilities.
2. Applicants must not have been convicted of a drug-related criminal

activity, violent criminal activity, or any other criminal activity which in the reasonable judgment of the Management Agent would threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

3. Each Applicant must provide verifiable rental history for the last three consecutive places of residence or a minimum of five years history. The rental history of each adult household member will be reviewed using the following requirements:
   - Evictions or judgments for non-payment of rent, or other lease violations.
   - History of disturbances or behavior that interfered with the landlord or the rights of other residents/neighbors.
   - History of poor housekeeping habits and property damage.
4. The dwelling unit must be the applicant's only residence.
5. The applicant must demonstrate the ability to maintain acceptable housekeeping standards.
6. The applicant must not have any outstanding balance due to a landlord for non-payment of rent and/or damages
7. Written verification of income, assets, dependents and all other eligibility requirements will be required from third parties for all applicants. All documentation must be current. If any documentation is more than ninety (90) days old at the time of move-in, Management will require the household to sign new consent release forms so that such documentation may be up-dated. If the household fails to sign the requested consent release forms, the application will be declined. If the up-dated documentation is not received by Management, move-in will postponed until such documentation is received.
8. Applicant's ability and willingness to care for the unit will be determined through current and previous landlords. This will include any damages to the applicant's current or previous units as verified by the landlord(s) beyond normal wear and tear.
9. Applicant's ability and willingness to abide by the lease agreement will be determined through current and previous landlord, government or social agencies, police records and, in some cases, through the credit report. This criterion covers such important areas as permitting unauthorized persons to live in the unit, creating physical hazards (i.e., storing gasoline in the unit, shooting a gun on the property, etc.), interfering with the rights and quiet enjoyment of other residents (threatening or attacking neighbors, vandalism, stealing, drug activity, police activity, spousal or family member abuse, etc.), sexual offenders and providing false information.

The Management Agent will **reject** applicants who, at the time of application, fail to meet above listed criteria or meet the following criteria:

1. Applicant has a history of disruptive behavior or any member of the household.
2. Applicant has a history of poor housekeeping habits
3. Applicant has a poor rental payment history.

4. Applicant has a record of conviction of drug use, drug possession or drug manufacture, vandalism, alcohol abuse, possession of firearms, violent behavior of any kind or behavior that in the judgment of the Management Agent would interfere with the health, safety and welfare of others or other felony crime.
5. Applicant is subject to a State Sex Offender Registration Program, if applicable.
6. Applicant provides false information on their application.
7. Applicant receives a poor landlord reference which indicates a history of lease violations such as, but not limited to, repeated judgments, chronic late rental payments, prior evictions, breach of lease, history of public disturbances, damage to the property, physical and/or verbal attacks to others, poor housekeeping.
8. Applicant's family size exceeds the development's occupancy standards.
9. Applicant's household income exceeds program limits
10. Applicant has a poor credit history evidence by liens or judgments and/or delinquent account payment history.
11. Applicant fails to provide signed authorization, allowing the Management Agent to obtain current criminal background and / or credit checks
12. Applicant fails to respond to a request for verification of information or for additional information within 14 days of the request.
13. Applicant is not in good standing with their current lease.
14. Applicant has filed for bankruptcy in the past seven years.
15. Applicant has committed fraud, bribery, or any other corruption in connection with any housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from.
16. Applicant does not fully complete the Application for Admissions.

Any applicant whose verified history fails to meet the previously defined eligibility requirements shall receive written notification that their application has been rejected and the specific grounds for denying application. The applicant will have 10 business days from the date of the notification to respond in writing or request a meeting with the Community Manager to review the decision.

X. Informal Review

If the Management Agent determines that an applicant does not meet the eligibility criteria as set forth herein, the Management Agent will notify the

Applicant in writing as to its determination, outlining the specific grounds for the application rejection. The notice will also state that the Applicant may request an informal review within 10 business days from the date of the letter, to go over the rejection. The informal review shall be conduct by person who did not make the initial determination. All documents used in rejecting the applicant shall be made available upon the applicant's request and at the applicant's own expense.

The applicant may bring additional data to refute the rejection, or present a verbal explanation of why they should not be denied occupancy. This plan provides for the consideration of mitigating factors that rebut the presumption that an applicant will be unable to meet the requirements of tenancy. Factors that will be taken into consideration are, but not limited to:

- Evidence of rehabilitation or repair of the disqualifying act or behavior
- The length of time since the occurrence of the disqualifying act or behavior
- The likelihood of the reoccurrence of the disqualifying act or behavior

A written decision of the informal review will be given to the applicant within (5) business days of the meetings. All decisions are final.

The following material will be kept on file for at least three (3) years: application, initial rejection notice, any applicant reply, staff's final response, and all interview records and verified information on which the staff based the rejection.

XI. Admission of New Residents

All applicants selected for admission will be required to participate in a "Resident Orientation Session" at which time the Community Manager will acquaint new residents with the policies, lease requirements, house rules, housing and federal regulations, housekeeping and maintenance procedures, resident's rights, responsibilities and obligations. Each new resident will receive a copy of the following at the orientation session:

1. Lease (and Grievance Procedure if applicable)
2. House Rules
3. Resident Handbook

XII. Transfer Policy

Vacant units will be offered to eligible existing residents who request a transfer within the Property due to a change in household size or medical condition. Existing residents must complete a new application for occupancy and undergo a new income certification in accordance with all relevant funding programs, including Section 42 of the Internal Revenue Code as amended. The Household must also be in good standing with their current lease and continue to meet all the criteria of the Resident Selection Plan and its amendments and updates. Transfers will have priority over taking applicants from the Waiting List.

a) Transfers for reasons of change in household composition will be permitted if an appropriate sized apartment is available and the household meets all criteria in the Transfer Policy.

b) The request for a transfer must be verifiable (i.e. birth of child; court ordered custody; medical documentation);

c) The resident must have placed their name on the Transfer List by making a request in writing to the management office.

d) The resident must be in good standing throughout the lease term; paying rent on time; and abiding by all provisions of the lease agreement; apartment should not have tenant caused damages and must be kept in a clean, sanitary condition.

XIII. Accessible Units

The property will have 8 units (5%) that have been modified for accessibility. For units accessible to persons with mobility, visual or hearing impairments, households containing at least one person with such impairment will have first
priority for those designated accessible units. Anyone requesting an accessible unit must have that need verified by their physician/care provider as being essential. These accessible units will be filled as follows:

a. a current household contains at least one person with such impairment who would benefit from the special features of the accessible unit.

b. If no current household requires the special features of the accessible unit, the unit will be offered to the next qualified applicant on the Waiting List requiring the special features of the accessible unit.

If no qualified applicant on the Waiting List requires the unit with the special features, the accessible unit will be offered to the next qualified applicant not requiring the special features. Should this applicant accept the accessible unit, he/she will execute a statement that he/she will vacate the unit and move to a non-accessible unit when a person requiring the special features qualifies.

XIV. Eligibility for Continued Occupancy

Residents who meet the following criteria will be eligible for continued occupancy at the Property:

1. Are in full compliance with all the Resident obligations and responsibilities as described in the Dwelling Lease and House Rules, and Lease Attachments / Addendums and any other applicable document.
2. Conform to the occupancy standards stated herein.
3. Meet their obligation to maintain the apartment in a safe, decent, and sanitary conditions.
4. Are paying rent on time
5. All adult members of the household successfully pas a criminal background check whereas every household member over the age of 18 does not have record of conviction for drug use, drug possession or drug manufacture, vandalism, alcohol abuse, possession if firearms, violent behavior or any kind, or behavior that interfere with the health, safety and welfare of others or other felony crimes during their tenancy including but not limited to sexual offenses.
6. Re-certify the family income and composition characteristics as required.
7. Each adult household member of the ACC unit must:
    i. contribute eight hours per month in community service (not including political activities) within the community in which the development is located, or in the larger metropolitan area; or
    ii. participate in an economic self sufficiency program unless the household member is exempted from this requirement.
    iii. Exemption are as follows:
        a. Household member is 62 years old or older
        b. Household member is disabled
        c. Household member is engaged in work activity
        d. Household member is participating in a self-sufficiency program, such as welfare to work.

The Management Agent shall notify all households that are in non-compliance with their community service hours in writing outlining;

i. the household member(s) who is(are) in noncompliance
ii. that the determination is subject to the grievance policy
iii. that, unless the household enters into an agreement to comply, the lease will not be renewed or will be terminated. The agreement shall state the household agrees to enter into an economic self sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12 months period. The cure period shall be for 1 year.

Recertification timeline

The Management Agent, in accordance to HUD recertification guidelines, will start the recertification process 120 days prior to the anniversary date; if a family does not comply within the time required under this rule, their tenancy will be terminated at least 30 days before the expirations of the lease agreement according to the revised HUD handbook. The recertification timeline is as follow:

1. 120 days prior the anniversary date residents will received an appointment letter to start the recertification process. The first appointment will be set within 90 days of the expiration of the lease,
2. Within 90 days of the expiration of the lease; the residents must provide the Management Agent with all family composition, income, asset and required other information,
3. If the family is receiving federal subsidy assistance either through the local PHA or through the Section 8 program and does not complete the annual recertification at least 30 days prior the expiration of the lease, the family's assistance will be terminated. If the assistance is terminated, the family will have to pay full market rent pursuant HUD regulation. Under tax credit regulations, if a family fails to recertify, they will be given notice that their lease will be terminated.
4. All family third party verifications must be within 90 days from the date issued.

Initial Notice for Upcoming Recertification	At initial lease signing and at every annual recertification thereafter. (Obtain tenant signature acknowledging receipt.)
First Reminder Notice	120 days prior to the tenant's recertification anniversary date.
Second Reminder Notice (*If no response to First Notice.*)	At least 90 days prior to the tenant's recertification anniversary date.
Third Reminder Notice (*If no response to Second Notice.*)	At least 60 days prior to the tenant's recertification anniversary date.

XV. Modification and Availability of Resident Selection Plan

The Management Agent for the Property will review this Resident Selection Plan on an annual basis and make changes when necessary to modify as may be required by changes in federal, local law or by changes in HUD rules, regulations or policy. If changes are made to the Resident Selection Plan, the new Plan will be posted in the Management Office for

applicable period of time pursuant to the various regulatory agreements governing the Property and a copy of the modified plan may be obtained from the Leasing Office at Annapolis Gardens/Bowman Court.