

Low-Income Housing
Tax Credit (LIHTC) Property

WEDINGTON PLACE APARTMENTS

3130 Telluride Drive
Fayetteville, AR 72704
Phone/Fax (479) 695-1220

OFFICE USE ONLY
Mgr. Signature

Date: _____
Time: _____

___ 1 ___ 2 Bedroom

RENTAL APPLICATION

The information collected will be used to determine if you qualify as a tenant. It will not be disclosed without your consent except to your employer(s) for verification of income and employment and to financial institutions for verification of assets, and as required and permitted by law. You do not have to provide the information, but if you do not, your application may be delayed or rejected.

PLEASE PRINT CLEARLY

1. Applicant's Name		2. Social Security No.		3. Home Phone	
4. Current Street Address Address		5. City	6. State	8. No. of Years at Current	
		7. Zip			
9. Do you currently own or rent?		10. Amt. of rent/mortgage payment: \$			
11. Former Street Address (if at present for less than 2 yrs.)		12. City	13. State	14. Zip	15. Years lived at former address
16. Names of other persons in household					
17. Name and address of employer		18. Type of Business	19. Self-employed? <input type="checkbox"/> Yes <input type="checkbox"/> No		
20. Business Phone Number	21. Position/Title	22. Start Date	23. Years in this line of work		
24. Name and address of previous employer (if employed at current position less than 2 years)		23. Years Employed	26. Business Phone		

1. Co-Applicant's Name		2. Social Security No.		3. Home Phone	
4. Current Street Address		5. City	6. State	7. Zip Code	8. No. Years at Current Address
9. Do you currently own or rent?		10. Current rent/mortgage payment \$ _____			
11. Former Street Address (if at current address for less than 2 years)		12. City	13. State	14. Zip Code	15. No. Years at Current Former Address
16. Name and address of employer		17. Type of Business	18. Self-employed? <input type="checkbox"/> Yes <input type="checkbox"/> No		
19. Business Phone	20. Position/Title	21. Start Date	22. Years Employed		
23. Name and address of previous employer (if employed at present position less than 2 years)		24. Yrs with prev. emp.	23. Business Phone		

A

Attach a copy of your Social Security Card and proof of age, i.e., driver's license, state ID, birth certificate, etc. Also attach proof of your pet's licensing and vaccination record and proof of spaying or neutering.



We do not discriminate on the basis of disability status in the admission or access to, or treatment or employment in our Federally assisted programs and activities.



HOUSEHOLD COMPOSITION

List all persons who will reside in the apartment. List the head of household first and give the relationship of each family member to the head.

Full Name	Relationship To Head	Marital Status Married _____ Single _____ Legal Sep. _____	DOB	Age	SSN
Head					
2					
3					
Do you anticipate any additions to the household in the next twelve months? <input type="checkbox"/> Yes <input type="checkbox"/> No					
If yes, explain: _____					
Will any of the persons in the household be full-time students during five calendar months of this year or plan to be in the next calendar year at an educational institution (other than a correspondence school) with regular faculty and students?					
<input type="checkbox"/> Yes <input type="checkbox"/> No					
<u>If Yes, Answer the following questions:</u>					
Is any full-time student receiving AFDC or TANF assistance under Title IV of the Social Security Act? <input type="checkbox"/> Yes <input type="checkbox"/> No.					
Is any full-time student enrolled in a job-training program receiving assistance under the Job Training Partnership Act (JTPA), the Arkansas welfare-to-work program known as Transitional Employment Assistance (TEA) or under other similar federal, state, or local laws? <input type="checkbox"/> Yes <input type="checkbox"/> No					
Is any full-time student a single parent living with his/her minor child and the parent and child are not dependents of another individual outside the household? <input type="checkbox"/> Yes <input type="checkbox"/> No					
Is any full-time student married and filing a joint tax return? <input type="checkbox"/> Yes <input type="checkbox"/> No					

MONTHLY INCOME

List ALL sources of income. Do not leave any blanks. Write N/A if a section does not apply. List GROSS income before any deductions.

<u>Source</u>	<u>Applicant</u>	<u>Co-Applicant</u>	<u>Other Household Members 18 or Older</u>	<u>Total</u>
Salary				
Overtime				
Commissions				
Fees, tips				
Educational				
Financial Assist.				
Bonuses				
Interest and/or Dividends				
Net Income from Business/self-employment				
Trust				
Net Rental Income				
Social Security/SSI/SSDI				
Severance Pay				
Pension/ annuity Retirement Funds				
401K/IRA benefits				
Unemployment Benefits				
Workers Comp. Disability Compensation				
Alimony/Child support/Family Maintenance				
VA Benefits				
Military Pay				
Welfare or Public Assistance				
Recurring Gifts or Contributions				
Lottery Winnings paid periodically				
Other Income (e.g. inheritance):				

Total Gross Annual Income based on the monthly amounts listed above times 12
\$ _____

Do you anticipate any changes in this income in the next 12 months? () Yes () No
If yes, explain _____

ASSETS

Please request an additional form if your number of assets exceeds the spaces on this page. Do not leave any blank spaces. Write N/A if a section does not apply.

Cash on Hand

\$	\$
----	----

Lump Sum Receipts/Lottery Winnings

Bank	Balance\$
------	-----------

Checking Accounts

No.	Bank	Balance \$
No.	Bank	Balance \$
No.	Bank	Balance \$

Savings Accounts

No.	Bank	Balance \$
No.	Bank	Balance \$
No.	Bank	Balance \$

Trust Accounts

No.	Bank	Balance \$

Certificates of Deposit/Money Market Acct.

No.	Bank	Balance \$
No.	Bank	Balance \$
No.	Bank	Balance \$

Name of Credit Union

Acct. No.	Balance \$
Acct. No.	Balance \$
Acct. No.	Balance \$

Savings Bonds

No.	Maturity Date	Balance \$
No.	Maturity Date	Balance \$
No.	Maturity Date	Balance \$

Life Insurance Policy

No.	Cash Value \$
No.	Cash Value \$

Mutual Funds

Name:	#Shares	Interest or Dividend \$	Value \$
Name:	#Shares	Interest or Dividend \$	Value \$
Name:	#Shares	Interest or Dividend \$	Value \$

Stocks

Name:	#Shares	Dividend Paid \$	Value \$
Name:	#Shares	Dividend Paid \$	Value \$
Name:	#Shares	Dividend Paid \$	Value \$

Bonds

Name:	#Shares	Interest or Dividend \$	Value \$
Name:	#Shares	Interest or Dividend \$	Value \$

IRA/Keogh/401K (please circle applicable acct)

Bank	Balance \$
Bank	Balance \$

Investment Property

	Appraised Value \$
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Do you own any real estate property? () Yes () No

If yes, list type of property
Location of property:
Appraised or Market Value \$
Mortgage or outstanding loan value \$
Amount of annual insurance premium \$
Amount of most recent tax bill \$

Have you disposed of any property in the last 2 years? () Yes () No

If Yes, type of property	
Market value when sold/disposed	\$
Amount sold/disposed for	\$
Date of transaction	
Have you disposed of any other assets in the last 2 years? (Example: given away money to relatives, set up Irrevocable Trust Accounts? () Yes () No	
If yes, describe the asset	
Date of disposition	
Amount disposed	\$

Do you have any other assets not listed above (excluding personal property)?

Yes No

If yes, please list:

1.
2.
3.
4.
5.

ADDITIONAL INFORMATION

Have you or any member of your household ever been convicted of a felony?

Yes No

If yes, describe _____

_____.

Have you or any member of your household ever been evicted from any housing?

Yes No

If yes, describe _____

_____.

Have you or any member of your household ever filed for bankruptcy? Yes No

If yes, describe _____
_____.

Will you take an apartment when one is available? Yes No

Briefly describe your reasons for applying:

_____.

REFERENCE INFORMATION

Current Landlord	
Name	
Address	
Home Phone	
Business Phone	
How Long?	
Previous Landlord	
Name	
Address	
Home Phone	
Business Phone	
How Long?	
Credit Reference #1	
Name	
Address	
Account No.	
Phone	
Credit Reference #2	
Name	
Address	
Account No.	
Phone	
Credit Reference #3	
Name	
Address	
Account No.	
Phone	
Personal Reference #1	
Name	
Address	
Account No.	
Phone	
Personal Reference #2	
Name	
Address	
Account No.	
Phone	
Personal Reference #3	
Name	
Address	
Account No.	
Phone	

In case of emergency notify:

Name	
Address	
Relationship	
Phone	

VEHICLE AND PET INFORMATION (if applicable)

List any cars, trucks, or other vehicles owned. Parking will be provided for one vehicle. Arrangements with Management will be necessary for more than one vehicle.

Type of Vehicle		License Plate #	
Year/Make		Color	
Type of Vehicle		License Plate #	
Year/Make		Color	
Type of Vehicle		License Plate #	
Year/Make		Color	

CERTIFICATION/CONSENT

I/We hereby certify that I/we do/will not maintain a separate subsidized rental unit in another location. I/we further certify that this will be my/our permanent residence. I/we understand that my/our eligibility for housing will be based on applicable income limits and by management's selection criteria. I/we certify that all information in this application is true to the best of my/our knowledge and I/we understand that false statements or information are punishable by law and will lead to cancellation of this application or termination of tenancy after occupancy. All adult applicants, 18 or older, must sign this application. I/we consent to the disclosure of income and financial information from my/our employer and financial references for purposes of income and asset verification related to my/our application for tenancy.

SIGNATURES

Applicant

Date

Co-Applicant

Date

AUTHORIZATION TO RELEASE INFORMATION

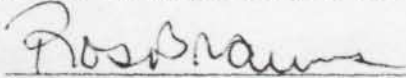
RE: Applicant/Tenant: _____ Unit # _____

Property Name: **WEDINGTON PLACE APARTMENTS**

Address: **3130 TELLURIDE DRIVE**

FAYETTEVILLE, AR 72704

As managing agents for this Low Income Housing Tax Credit Project, Federal Regulations require we verify the program eligibility of all members of families applying for admission and verify this information periodically for residents. To comply with this requirement, your cooperation is needed in supplying the information requested. This information will be held in strict confidence for use in determining eligibility status and income for this family. A signed authorization for your release appears below. Please complete the attached form and return it to the address below at your earliest convenience. Thank you for your assistance.



Authorized Signature
Rose Braunns, Manager

_____ Date

**RETURN TO: Rose Braunns, Manager
3130 Telluride Drive
Fayetteville, AR 72704**

Phone/Fax (479) 695-1220

Release by Applicant/Tenant

I hereby authorize you to furnish all requested information.

Signature of Applicant/Tenant

Date

Signature of Applicant/Tenant

Date

Signature of Applicant/Tenant

Date

Supplemental and Optional Contact Information for HUD-Assisted Housing Applicants

SUPPLEMENT TO APPLICATION FOR FEDERALLY ASSISTED HOUSING

This form is to be provided to each applicant for federally assisted housing

Instructions: Optional Contact Person or Organization: You have the right by law to include as part of your application for housing, the name, address, telephone number, and other relevant information of a family member, friend, or social, health, advocacy, or other organization. This contact information is for the purpose of identifying a person or organization that may be able to help in resolving any issues that may arise during your tenancy or to assist in providing any special care or services you may require. **You may update, remove, or change the information you provide on this form at any time.** You are not required to provide this contact information, but if you choose to do so, please include the relevant information on this form.

Applicant Name:	
Mailing Address:	
Telephone No:	Cell Phone No:
Name of Additional Contact Person or Organization:	
Address:	
Telephone No:	Cell Phone No:
E-Mail Address (if applicable):	
Relationship to Applicant:	
Reason for Contact: (Check all that apply)	
<input type="checkbox"/> Emergency	<input type="checkbox"/> Assist with Recertification Process
<input type="checkbox"/> Unable to contact you	<input type="checkbox"/> Change in lease terms
<input type="checkbox"/> Termination of rental assistance	<input type="checkbox"/> Change in house rules
<input type="checkbox"/> Eviction from unit	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Late payment of rent	
Commitment of Housing Authority or Owner: If you are approved for housing, this information will be kept as part of your tenant file. If issues arise during your tenancy or if you require any services or special care, we may contact the person or organization you listed to assist in resolving the issues or in providing any services or special care to you.	
Confidentiality Statement: The information provided on this form is confidential and will not be disclosed to anyone except as permitted by the applicant or applicable law.	
Legal Notification: Section 644 of the Housing and Community Development Act of 1992 (Public Law 102-550, approved October 28, 1992) requires each applicant for federally assisted housing to be offered the option of providing information regarding an additional contact person or organization. By accepting the applicant's application, the housing provider agrees to comply with the non-discrimination and equal opportunity requirements of 24 CFR section 5.105, including the prohibitions on discrimination in admission to or participation in federally assisted housing programs on the basis of race, color, religion, national origin, sex, disability, and familial status under the Fair Housing Act, and the prohibition on age discrimination under the Age Discrimination Act of 1975.	

Check this box if you choose not to provide the contact information.

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Signature of Applicant

Date

The information collection requirements contained in this form were submitted to the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520). The public reporting burden is estimated at 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Section 644 of the Housing and Community Development Act of 1992 (42 U.S.C. 13604) imposed on HUD the obligation to require housing providers participating in HUD's assisted housing programs to provide any individual or family applying for occupancy in HUD-assisted housing with the option to include in the application for occupancy the name, address, telephone number, and other relevant information of a family member, friend, or person associated with a social, health, advocacy, or similar organization. The objective of providing such information is to facilitate contact by the housing provider with the person or organization identified by the tenant to assist in providing any delivery of services or special care to the tenant and assist with resolving any tenancy issues arising during the tenancy of such tenant. This supplemental application information is to be maintained by the housing provider and maintained as confidential information. Providing the information is basic to the operations of the HUD Assisted-Housing Program and is voluntary. It supports statutory requirements and program and management controls that prevent fraud, waste and mismanagement. In accordance with the Paperwork Reduction Act, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information, unless the collection displays a currently valid OMB control number.

Privacy Statement: Public Law 102-550, authorizes the Department of Housing and Urban Development (HUD) to collect all the information (except the Social Security Number (SSN)) which will be used by HUD to protect disbursement data from fraudulent actions.

AUTHORIZATION TO RELEASE ARREST/CONVICTION RECORD

This applicant has applied for Wedington Place Apartments. This applicant hereby voluntarily makes the following statement:

I hereby waive all provisions of law and administrative rules of regulations and hereby give my consent for the _____ Police Department to release any arrest and conviction record regarding me, to Wedington Place Apartments. I understand that the site may deny my household's application of any adult household member who has been convicted of a felony crime. I agree that I will not file any claim or lawsuit relating to the site's use of my criminal record for screening purposes.

You must list any and all names that you have used.

_____ SS #
print full name

signature

_____ SS #
print full name

signature

Address: _____

Date of Birth _____

.....
TO WHOM IT MAY CONCERN:

Please indicate whether your department has any record of arrest or conviction for the above named individual. _____ Yes _____ No

If yes, please describe the charges, disposition, and dates:

Signature _____ *date*

Phone Number

We appreciate your cooperation. Please return the information in the attached self-addressed return envelope.

Thank you,

Manager
Wedington Place Apartments

Wedington Place Senior Apartments
3130 Jelluride Dr.
Fayetteville, AR 72704
Phone/fax: 479-695-1220
email:wedingtonplace@yahoo.com

Tenant Selection Criteria

Managed by Northwest Regional Housing Authority
Harrison, AR 72602
870-741-5522



TENANT SELECTION CRITERIA

The tenant selection criteria shall be used for all HUD, Rural Development and/or LIHTC properties under rent-up and/or management by the Management Agent. The policy of the Management Agent is one of equal opportunity and non-discrimination in compliance with all Civil Rights legislation(1964,1968,1988) Section 504 of the Rehabilitation Act of 1973 and Affirmative Fair Housing Marketing requirements as set forth individually for each property. No applicant will be denied on the basis of race, color, religion, sex, familial status, handicap status or national origin. Applicants must meet all HUD, Rural Development and/or LIHTC and Management Agent tenant selection requirements to gain admission to a property rented or managed by the Management Agent. This is federally assisted housing.

Reasonable accommodations will be offered in the application and interview process to any handicap/disabled applicants when requested.

This property is designated for the (ex: elderly, elderly/disabled, family) population. We recognize (ex: VAWA, homelessness, extremely low income applicants) as a preference. (If no preference, state you recognize no preferences.)

1. APPLICATION/ ELIGIBILITY

All persons interested in any property rented or managed by the Management Agent may request an application either in person (or through a designated individual) at the local on-site or regional designated site office during posted office hours; or request an application to be mailed by calling the local phone number posted on the project sign or calling the central office at 870-741-5522. A fax request for applications may be sent to 870-741-9234. TDD telecommunication is available by calling 870-741-6819. Applications are available even if a sizeable waiting list exists.

If the waiting list were ever closed at any property operated by the Management Agent, a notice of closure would be advertised **in the local newspaper** as well as posted on the bulletin board. No applications would be issued or accepted while the list is closed except for possible preference exceptions or applications for barrier free apartments. Waiting list will be closed if there is a wait of more than 1 year for a unit. **When the waiting list is re-opened, a notice of opening would be advertised in the local newspaper as well as posted on the bulletin board. Applications would once again be accepted.**

An application must be completed in full by the applicant and submitted either in person to the local or regional site office or via mail to the local office or central office. No application other than the one mailed or given in response to an inquiry may be used. The application contains requests for all information necessary for determining initial eligibility. Applicants may request assistance in completing the application if necessary. The Management Agent's policy is to assist wherever possible especially with accommodation requests by persons with disabilities or handicaps. All applicants whose

application is not complete will be notified within 10 days of receipt, in writing. While the office will track all applications and requests for additional information, **no application will be placed on the waiting list until it is complete.** When a complete application is received, or the requested information is received subsequently to make it complete, the application will then be logged by date and time received. If a vacancy at the property exists, or is expected within the next 90 days, the verification-selection process will begin immediately in regard to the income, assets and allowances for certification and the Management Agent references for selection or rejection.

The application contains several release forms, which must be signed to authorize the office to verify all items inclusive of credit history and other references. The Head of Household, the spouse or co-head, and all other adults (age 18 and older) in each applicant family must sign an Authorization for Release of Information (HUD Form 9887 and 9887/A) prior to being accepted and every year thereafter. For those properties with an existing waiting list and no current or known upcoming vacancies, preliminary eligibility will be satisfied by using information on the application. Placement of an application on the waiting list does not denote final tenant selection. That can and will occur only after complete processing.

All applicants who submit a completed application (or when an application becomes complete) will be notified in writing of waiting list status or subsequent tenant selection or rejection. The unit for which the tenant(s) is/are applying for must be the only residence. The tenant(s) annual income must not exceed program income limits. Any applicant, who exceeds income limits for eligibility based upon application information, or if ineligible during later processing, will be notified in writing that they are ineligible. Similarly, any applicants who are not eligible due to eligibility requirements for an elderly/disabled project would also receive a notice of ineligibility. However, should the property have permission (or will be seeking such permission) to rent to ineligibles, the income ineligible application would be maintained on the waiting list and become market rate.

If this is a Post-1981 universe Section 8 property applicants are considered income eligible if they are very low income (50% median). Total household gross income is compared to the per person income limits. Those at 50% or below are income qualified. **The income limit used for this property is (ex: extremely low, very low, low).**

For all Section 8, Rural Development and/or HOME properties, priority is now given for every other re-rental to households with incomes at 30% of median or below.

At some properties non-citizens (except those age 62 or older) must sign a Verification Consent Form and submit documentation of their status or sign a declaration that they do not claim to have eligible status. Non-citizens age 62 and older must sign a declaration of eligible immigration status and provide a proof of age document. U.S. citizens must sign a declaration of citizenship. Owners may establish a policy of requiring additional proof of citizenship for those declaring to be U.S citizens or nationals. Only U.S. citizens or eligible non-citizens may receive assistance.

Applicants must disclose social security numbers (SSNs) for all family members or, if no SSN has been assigned, the member must complete a certification that no SSN has been assigned.

The documentation necessary to verify the SSN of an individual who is required to disclose his or her SSN is one of the following documents:

- Original Social Security Card
- Driver's license with SSN
- Identification card issued by federal, State, or local agency, a medical insurance provider, or an employer or trade union
- Earnings statements on payroll stub
- Bank statement
- Form 1099
- Benefit award letter
- Retirement benefit letter
- Life insurance policy
- Court records

If the applicant cannot supply the original Social Security card and supplies one of the documents listed above, the applicant must also certify that the other document provided is complete and accurate.

2. WAITING LIST/ PRIORITIES

All applicants, as mentioned above, are notified that the application has been received. All applications are placed on a master list by date and time received, name, address, phone number of the applicant, estimated income and any special comments. Every application is tracked. Those rejected due to ineligibility by income or occupancy status are notified of rejection and the master list so noted.

Selection priorities include households with incomes at 30% of median or below, disabled applicants who need the features of adapted units and if this property also has Tax Credits, households with incomes at 60% of median or below.

All applicants may inquire at any time as to their chronological place on the waiting list. All priorities in regard to waiting lists and tenant selection in addition to eligibility regulations for income and occupancy will be explained to all applicants.

A waiting list update will occur at least once every 12 months. Applicants who do not respond to the waiting list update will be removed from the waiting list with appropriate written notice.

3. SELECTION/REJECTION

Applicants who meet the income/occupancy guidelines, in order of preferences if in use, still need to meet management selection criteria for final approval as residents.

Applicants must complete the application in full and supply references to be checked. Since management staff are available to answer any questions an applicant may have in regard to filling out the application form, incomplete applications will be returned to applicants and **will only be accepted when completed in full**. Managers will house no applicant without an interview, reference check and criminal background check. Some applicants may have no previous or current landlords or credit references, but nonetheless can still offer personal non-related references. Applicants whose references prove negative whether from landlord, personal, credit, or criminal back ground source may be rejected solely based on negative references. The rejection may also occur should the current living circumstances be unsanitary due to applicant damage or neglect or should the applicant have a previous history of evictions, non-payment of rent or other financial obligation, violation of previous rental agreements such as damage or destruction of units, or a history of disturbing the quiet enjoyment of neighbors or violence and harassment. Applicants found to have provided false answers on the application or at the interview would also be rejected. Applicants would not be rejected solely on the basis of race, color, creed, sex, national origin, religion or physical or mental handicap.

Handicap accessible units will be marketed to qualified handicap/disabled households who would benefit from the unit features. In the event no such households apply, or there are no eligible households, non-handicap households or households who do not need the unit features would be temporarily housed. In this circumstance, tenants would sign a lease addendum agreeing to transfer to a non-adapted unit later on should an appropriate unit become available and there are households needing the benefit of the handicap accessible unit now on the waiting list. Applicants for handicap accessible units may be required to supply verification that a household member is "disabled" as defined by federal law and that their disability is one requiring the unit features.

In determining occupancy standards, the intent of project policy is to neither overcrowd nor under utilize space. Occupancy is based on number of persons in the household, and is based on counting all full time members of a household including dependent minors who are away at school but live with the applicant at recesses, unborn children or children in the process of being adopted or secured by custody action, foster children and live-in attendants. Children who live in a household 50% of the year or more are also counted towards the total household number; however, visitors, permanently confined/institutionalized household members and children on active military duty are not counted in this determination for occupancy eligibility. The maximum number of persons to be assigned per unit per bedroom is 2, minimum 1.

All households must provide positive identifications of all persons who will be part of the household, identify if anyone is pregnant, and adoption or other custody in process must have written documentation.

Applicants, in addition to HUD, Rural Development and/or LIHTC income and owner occupancy policy requirements, must also meet application, interview and reference criteria. In completing the application, all applicants must sign a release form allowing the office to verify all income, assets and allowances along with credit, personal and

landlord references. The Head of Household, the spouse or co-head, and all other adults (age 18 and older) in each applicant family must sign an Authorization for Release of Information (HUD Form 9887, 9887/A and/or 9886) prior to being accepted and every year thereafter. In addition the office is authorized to check with other agencies necessary to verify eligibility and police departments and wage matching as well. After processing and the interview have been completed, an eligible applicant will be notified of tenant selection. Applicants who wish to be a tenant or co-tenant must possess the legal capacity to sign all documents, (unless an accommodation determination for the handicapped to allow guardian signature if otherwise eligible is made), and would have to agree to complete the tenant certification process, enter into a one year lease agreement, pay a security deposit and participate in a unit inspection prior to physical occupancy of the unit.

This property has suspended use of federal preferences until further action. Therefore tenant selection does not take these into account.

This property has implemented the VAWA.

4. REJECTION

Applicants rejected due to ineligibility by HUD, Rural Development and/or LIHTC age and /or income or owner occupancy regulations or for failure to meet management criteria will receive a written notice detailing the reasons for rejection. Should an applicant be selected and refuse occupancy for reasons other than medical or emergency situation, that applicant's name will remain on the waiting list if requested by applicant.

As previously stated, any application that is incomplete will not be processed. Applicants found to have provided false answers on the application or at the interview would also be rejected. An applicant who refuses to sign releases allowing verification by the management company of eligibility, references, etc. will be rejected. Applicants who do not meet age and/or income limits for a property would be rejected unless permission to rent to income ineligibles is in process or been received from HUD, Rural Development and/or ADFA. Applicants who exceed the maximum allowable occupancy standards for a property would also be rejected. Applicants with negative credit, personal, landlord or police references would also be rejected. Rejection may also occur should there be a chronic history of late payment or non-payment of rent, history of eviction, non-payment of other financial obligations, intentional damage, violation of the terms of current or previous lease agreements inclusive of failure to maintain a unit in sanitary condition, current use of illegal drugs or a conviction for drug manufacture, sale or distribution or anyone who would pose a direct threat to the health and safety of other tenants or their property. Any household containing a member who was evicted in the last three years from federally assisted housing for drug-related criminal activity will be denied. Any household containing a member who has arrest/conviction of violent criminal activity or drug activity within the last three years will be denied. Any household containing a member who is on parole or probation will be denied and that household member must have been off parole or probation for a period of two years without further incident to qualify. Any household member's behavior, from abuse or pattern of abuse of alcohol is

determined to potentially interfere with the health, safety, and right to peaceful enjoyment by other residents will be denied. Applicants who are subject to a lifetime registration requirement under a state sex offender registration program will be rejected. Applicants would never be rejected arbitrarily such as on the basis of race, color, religion, sex, handicapped status, age, familial status or national origin.

All selected tenants must agree to pay rent as determined on the HUD 50059, Rural Development form or Tenant Income Certification or Data Requirements Form, and sign that form along with the lease and attachments.

5. DEPOSIT POLICY

No apartment can be occupied without a security deposit. Deposit will be equal to one month's Total Tenant Payment (TTP) or a reasonable amount set by Management. Applicants must pay a security deposit in full at lease signing. However, where a hardship exists, a payment plan could be requested, which would require a down payment of at least \$50.00 and at least \$50.00 per month until paid in full.

If pets are allowed at this property, a pet deposit is based on an amount equal to one month's rent plus applicable utility allowance or \$150.00, whichever is greater. Applicants must pay a pet deposit in full at lease signing. However, where a hardship exists, a payment plan could be requested, which would require a down payment of at least \$50.00 and at least \$50.00 per month until paid in full.

6. UNIT TRANSFER POLICY

Unit transfers are considered only for changes in household composition, deeper subsidy, medical reasons that would prohibit a resident from physically achieving peaceful enjoyment, and need for an accessible unit (example: entering, leaving, or moving about the unit). Requests for transfers must be received in writing, and will not be considered until after a resident has been in place for at least one (1) year, and has demonstrated to be a resident in good standing. **A preference will be granted to an in-house transfer before placing an applicant from the waiting list.** Transfer policies and requirements may vary depending on the property and rental program involved. Inspections will be performed prior to transfer to determine move-out costs. **(ALL MOVE-OUT EXPENSES MUST BE PAID PRIOR TO TRANSFER.)** For tax-credit property's, a unit transfer can only occur within the same building unless special permission is granted by ADFA.

7. STUDENT ELIGIBILITY

The student rule applies to all individuals enrolled as students at an institution of higher education for the purpose of obtaining a degree, certificate, or other program leading to a recognized educational credential except for a student who is living with his/her parents who are applying for or receiving Section 8 assistance.

To be classified as an independent student, **the student must meet the Independent Student definition for Title IV aid.** The student must meet one or more of the following criteria:

- Be at least 24 years old by Dec. 31 of the award year for which aid is sought;

- Be an orphan or a ward of the court through the age of 18;
- Be a veteran of the U.S. Armed Forces;
- Have legal dependents other than a spouse (for example, dependent children or an elderly dependent parent);
- Be a graduate or professional student
- Be married

Part 327(a), amended by Public Law 109-249, only applies to individuals under the age of 24 unless the individuals are students who are living with his/her parents who are applying for or receiving Section 8 assistance.

No Section 8 assistance shall be provided to any individual who:

- Is enrolled as a student at an institution of higher education;
- Is under the age of 24;
- Is not a veteran of the United States military;
- Is unmarried;
- Does not have a dependent child;
- Is not a person with disabilities, as such term is defined in section 3(b)(3)(F) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(3)(E)) and was not receiving assistance under such Section 8 as of November 30, 2005; and
- Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income to receive Section 8 assistance.

Part 327(b) applies to all individuals enrolled as students at an institution of higher education unless the student is living with his or her parents who are applying for or receiving Section 8 assistance or is a person over the age of 23 with dependent children.

Financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965, from private sources, or from an institution of higher education is considered income for that individual, except for persons over the age of 23 with dependent children.

8. CHANGES IN TENANT SELECTION CRITERIA

All applicants on the waiting list will be notified of all changes to the existing Tenant Selection Criteria.

** Signed acknowledgement form must be returned with completed application.

Wedington Place Senior Apts
3130 Telluride Dr.
Fayetteville, AR 72704
Phone/fax: 479-695-1220

ACKNOWLEDGEMENT FORM

I hereby acknowledge that I have received and reviewed a copy of the
Tenant Selection Criteria
for Northwest Regional Housing Authority dba
_____ Apartments.

I acknowledge the Property Manager was available for questions
regarding this policy.

_____ Date _____
Applicant Signature

_____ Date _____
Applicant Signature

U.S. Department of Housing and Urban Development

Document Package for Applicant's/Tenant's Consent to the Release Of Information

This Package contains the following documents:

1. HUD-9887/A Fact Sheet describing the necessary verifications
2. Form HUD-9887 (to be signed by the Applicant or Tenant)
3. Form HUD-9887-A (to be signed by the Applicant or Tenant and Housing Owner)
4. Relevant Verifications (to be signed by the Applicant or Tenant)

Each household must receive a copy of the 9887/A Fact Sheet, form HUD-9887, and form HUD-9887-A.

Attachment to forms HUD-9887 & 9887-A (02/2007)

HUD-9887/A Fact Sheet

Verification of Information Provided by Applicants and Tenants of Assisted Housing

What Verification Involves

To receive housing assistance, applicants and tenants who are at least 18 years of age and each family head, spouse, or co-head regardless of age must provide the owner or management agent (O/A) or public housing agency (PHA) with certain information specified by the U.S. Department of Housing and Urban Development (HUD).

To make sure that the assistance is used properly, Federal laws require that the information you provide be verified. This information is verified in two ways:

1. HUD, O/As, and PHAs may verify the information you provide by checking with the records kept by certain public agencies (e.g., Social Security Administration (SSA), State agency that keeps wage and unemployment compensation claim information, and the Department of Health and Human Services' (HHS) National Directory of New Hires (NDNH) database that stores wage, new hires, and unemployment compensation). HUD (only) may verify information covered in your tax returns from the U.S. Internal Revenue Service (IRS). You give your consent to the release of this information by signing form HUD-9887. Only HUD, O/As, and PHAs can receive information authorized by this form.
2. The O/A must verify the information that is used to determine your eligibility and the amount of rent you pay. You give your consent to the release of this information by signing the form HUD-9887, the form HUD-9887-A, and the individual verification and consent forms that apply to you. Federal laws limit the kinds of information the O/A can receive about you. The amount of income you receive helps to determine the amount of rent you will pay. The O/A will verify all of the sources of income that you report. There are certain allowances that reduce the income used in determining tenant rents.

Example: Mrs. Anderson is 62 years old. Her age qualifies her for a medical allowance. Her annual income will be adjusted because of this allowance. Because Mrs. Anderson's medical expenses will help determine the amount of rent she pays, the O/A is required to verify any medical expenses that she reports.

Example: Mr. Harris does not qualify for the medical allowance because he is not at least 62 years of age and he is not handicapped or disabled. Because he is not eligible for the medical allowance, the amount of his medical expenses does not change the amount of rent he pays. Therefore, the O/A cannot ask Mr. Harris anything about his medical expenses and cannot verify with a third party about any medical expenses he has.

Customer Protections

Information received by HUD is protected by the Federal Privacy Act. Information received by the O/A or the PHA is subject to State privacy laws. Employees of HUD, the O/A, and the PHA are subject to penalties for using these consent forms improperly. You do not have to sign the form HUD-9887, the form HUD-9887-A, or the individual verification consent forms when they are given to you at your certification or recertification interview. You may take them home with you to read or to discuss with a third party of your choice. The O/A will give you another date when you can return to sign these forms.

If you cannot read and/or sign a consent form due to a disability, the O/A shall make a reasonable accommodation in accordance with Section 504 of the Rehabilitation Act of 1973. Such accommodations may include: home visits when the applicant's or tenant's disability prevents him/her from coming to the office to complete the forms; the applicant or tenant authorizing another person to sign on his/her behalf; and for persons with visual impairments, accommodations may include providing the forms in large script or braille or providing readers.

If an adult member of your household, due to extenuating circumstances, is unable to sign the form HUD-9887 or the individual verification forms on time, the O/A may document the file as to the reason for the delay and the specific plans to obtain the proper signature as soon as possible.

The O/A must tell you, or a third party which you choose, of the findings made as a result of the O/A verifications authorized by your consent. The O/A must give you the opportunity to contest such findings in accordance with HUD Handbook 4350.3 Rev. 1. However, for information received under the form HUD-9887 or form HUD-9887-A, HUD, the O/A, or the PHA, may inform you of these findings.

O/As must keep tenant files in a location that ensures confidentiality. Any employee of the O/A who fails to keep tenant information confidential is subject to the enforcement provisions of the State Privacy Act and is subject to enforcement actions by HUD. Also, any applicant or tenant affected by negligent disclosure or improper use of information may bring civil action for damages, and seek other relief, as may be appropriate, against the employee.

HUD-9887/A requires the O/A to give each household a copy of the Fact Sheet, and forms HUD-9887, HUD-9887-A along with appropriate individual consent forms. The package you will receive will include the following documents:

1. **HUD-9887/A Fact Sheet:** Describes the requirement to verify information provided by individuals who apply for housing assistance. This fact sheet also describes consumer protections under the verification process.
2. **Form HUD-9887:** Allows the release of information between government agencies.
3. **Form HUD-9887-A:** Describes the requirement of third party verification along with consumer protections.
4. **Individual verification consents:** Used to verify the relevant information provided by applicants/tenants to determine their eligibility and level of benefits.

Consequences for Not Signing the Consent Forms

If you fail to sign the form HUD-9887, the form HUD-9887-A, or the individual verification forms, this may result in your assistance being denied (for applicants) or your assistance being terminated (for tenants). See further explanation on the forms HUD-9887 and 9887-A.

If you are an applicant and are denied assistance for this reason, the O/A must notify you of the reason for your rejection and give you an opportunity to appeal the decision.

If you are a tenant and your assistance is terminated for this reason, the O/A must follow the procedures set out in the Lease. This includes the opportunity for you to meet with the O/A.

Programs Covered by this Fact Sheet

- Rental Assistance Program (RAP)
- Rent Supplement
- Section 8 Housing Assistance Payments Programs (administered by the Office of Housing)
- Section 202
- Sections 202 and 811 PRAC
- Section 202/162 PAC
- Section 221(d)(3) Below Market Interest Rate
- Section 236
- HOPE 2 Home Ownership of Multifamily Units

O/As must give a copy of this HUD Fact Sheet to each household. See the Instructions on form HUD-9887-A.

Attachment to forms HUD-9887 & 9887-A (02/2007)

Notice and Consent for the Release of Information

to the U.S. Department of Housing and Urban Development (HUD) and to an Owner and Management Agent (O/A), and to a Public Housing Agency (PHA)

U.S. Department of Housing and Urban Development
Office of Housing
Federal Housing Commissioner

HUD Office requesting release of information (Owner should provide the full address of the HUD Field Office, Attention: Director, Multifamily Division.):	O/A requesting release of information (Owner should provide the full name and address of the Owner.):	PHA requesting release of information (Owner should provide the full name and address of the PHA and the title of the director or administrator. If there is no PHA Owner or PHA contract administrator for this project, mark an X through this entire box.):
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Notice To Tenant: Do not sign this form if the space above for organizations requesting release of information is left blank. You do not have to sign this form when it is given to you. You may take the form home with you to read or discuss with a third party of your choice and return to sign the consent on a date you have worked out with the housing owner/manager.

Authority: Section 217 of the Consolidated Appropriations Act of 2004 (Pub L. 108-199). This law is found at 42 U.S.C.653(J). This law authorizes HHS to disclose to the Department of Housing and Urban Development (HUD) information in the NDNH portion of the "Location and Collection System of Records" for the purposes of verifying employment and income of individuals participating in specified programs and, after removal of personal identifiers, to conduct analyses of the employment and income reporting of these individuals. Information may be disclosed by the Secretary of HUD to a private owner, a management agent, and a contract administrator in the administration of rental housing assistance.

Section 904 of the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, as amended by section 903 of the Housing and Community Development Act of 1992 and section 3003 of the Omnibus Budget Reconciliation Act of 1993. This law is found at 42 U.S.C. 3544. This law requires you to sign a consent form authorizing: (1) HUD and the PHA to request wage and unemployment compensation claim information from the state agency responsible for keeping that information; and (2) HUD, O/A, and the PHA responsible for determining eligibility to verify salary and wage information pertinent to the applicant's or participant's eligibility or level of benefits; (3) HUD to request certain tax return information from the U.S. Social Security Administration (SSA) and the U.S. Internal Revenue Service (IRS).

Purpose: In signing this consent form, you are authorizing HUD, the above-named O/A, and the PHA to request income information from the government agencies listed on the form. HUD, the O/A, and the PHA need this information to verify your household's income to ensure that you are eligible for assisted housing benefits and that these benefits are set at the correct level. HUD, the O/A, and the PHA may participate in computer matching programs with these sources to verify your eligibility and level of benefits. This form also authorizes HUD, the O/A, and the PHA to seek wage, new hire (W-4), and unemployment claim information from current or former employers to verify information obtained through computer matching.

Uses of Information to be Obtained: HUD is required to protect the income information it obtains in accordance with the Privacy Act of 1974, 5 U.S.C. 552a. The O/A and the PHA is also required to protect the income

information it obtains in accordance with any applicable State privacy law. After receiving the information covered by this notice of consent, HUD, the O/A, and the PHA may inform you that your eligibility for, or level of, assistance is uncertain and needs to be verified and nothing else.

HUD, O/A, and PHA employees may be subject to penalties for unauthorized disclosures or improper uses of the income information that is obtained based on the consent form.

Who Must Sign the Consent Form: Each member of your household who is at least 18 years of age and each family head, spouse or co-head, regardless of age, must sign the consent form at the initial certification and at each recertification. Additional signatures must be obtained from new adult members when they join the household or when members of the household become 18 years of age.

Persons who apply for or receive assistance under the following programs are required to sign this consent form:

- Rental Assistance Program (RAP)
- Rent Supplement
- Section 8 Housing Assistance Payments Programs (administered by the Office of Housing)
- Section 202; Sections 202 and 811 PRAC; Section 202/162 PAC Section 221(d)(3) Below Market Interest Rate
- Section 236
- HOPE 2 Homeownership of Multifamily Units

Failure to Sign Consent Form: Your failure to sign the 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 owner must follow the notification procedures in Handbook 4350.3 Rev. 1. If a tenant is denied assistance for this reason, the owner or managing agent must follow the procedures set out in the lease.

Consent: I consent to allow HUD, the O/A, or the PHA to request and obtain income information from the federal and state agencies listed on the back of this form for the purpose of verifying my eligibility and level of benefits under HUD's assisted housing programs.

Signatures:

Additional Signatures, if needed:

Head of Household

Date

Other Family Members 18 and Over

Date

Spouse

Date

Other Family Members 18 and Over

Date

Other Family Members 18 and Over

Date

Other Family Members 18 and Over

Date

Other Family Members 18 and Over

Date

Other Family Members 18 and Over

Date

Agencies To Provide Information

State Wage Information Collection Agencies. (HUD and PHA). This consent is limited to wages and unemployment compensation you have received during period(s) within the last 5 years when you have received assisted housing benefits.

U.S. Social Security Administration (HUD only). This consent is limited to the wage and self employment information from your current form W-2.

National Directory of New Hires contained in the Department of Health and Human Services' system of records. This consent is limited to wages and unemployment compensation you have received during period(s) within the last 5 years when you have received assisted housing benefits.

U.S. Internal Revenue Service (HUD only). This consent is limited to information covered in your current tax return.

This consent is limited to the following information that may appear on your current tax return:

1099-S Statement for Recipients of Proceeds from Real Estate Transactions

1099-B Statement for Recipients of Proceeds from Real Estate Brokers and Barter Exchange Transactions

1099-A Information Return for Acquisition or Abandonment of Secured Property

1099-G Statement for Recipients of Certain Government Payments

1099-DIV Statement for Recipients of Dividends and Distributions

1099 INT Statement for Recipients of Interest Income

1099-MISC Statement for Recipients of Miscellaneous Income

1099-OID Statement for Recipients of Original Issue Discount

1099-PATR Statement for Recipients of Taxable Distributions Received from Cooperatives

1099-R Statement for Recipients of Retirement Plans W2-G

Statement of Gambling Winnings

1065-K1 Partners Share of Income, Credits, Deductions, etc.

1041-K1 Beneficiary's Share of Income, Credits, Deductions, etc.

1120S-K1 Shareholder's Share of Undistributed Taxable Income, Credits, Deductions, etc.

I understand that income information obtained from these sources will be used to verify information that I provide in determining initial or continued eligibility for assisted housing programs and the level of benefits.

No action can be taken to terminate, deny, suspend, or reduce the assistance your household receives based on information obtained about you under this consent until the HUD Office, Office of Inspector General (OIG) or the PHA (whichever is applicable) and the O/A have independently verified: 1) the amount of the income, wages, or unemployment compensation involved, 2) whether you actually have (or had) access to such income, wages, or benefits for your own use, and 3) the period or periods when, or with respect to which you actually received such income, wages, or benefits. A photocopy of the signed consent may be used to request a third party to verify any information received under this consent (e.g., employer).

HUD, the O/A, or the PHA shall inform you, or a third party which you designate, of the findings made on the basis of information verified under this consent and shall give you an opportunity to contest such findings in accordance with Handbook 4350.3 Rev. 1.

If a member of the household who is required to sign the consent form is unable to sign the form on time due to extenuating circumstances, the O/A may document the file as to the reason for the delay and the specific plans to obtain the proper signature as soon as possible.

This consent form expires 15 months after signed.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect this information by the U.S. Housing Act of 1937, as amended (42 U.S.C. 1437 et. seq.); the Housing and Urban-Rural Recovery Act of 1983 (P.L. 98-181); the Housing and Community Development Technical Amendments of 1984 (P.L. 98-479); and by the Housing and Community Development Act of 1987 (42 U.S.C. 3543). The information is being collected by HUD to determine an applicant's eligibility, the recommended unit size, and the amount the tenant(s) must pay toward rent and utilities. HUD uses this information to assist in managing certain HUD properties, to protect the Government's financial interest, and to verify the accuracy of the information furnished. HUD, the owner or management agent (O/A), or a public housing agency (PHA) may conduct a computer match to verify the information you provide. This information may be released to appropriate Federal, State, and local agencies, when relevant, and to civil, criminal, or regulatory investigators and prosecutors. However, the information will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. You must provide all of the information requested. Failure to provide any information may result in a delay or rejection of your eligibility approval.

Penalties for Misusing this Consent:

HUD, the O/A, and any PHA (or any employee of HUD, the O/A, or the PHA) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form.

Use of the information collected based on the form HUD 9887 is restricted to the purposes cited on the form HUD 9887. Any person who knowingly or willfully requests, obtains, or discloses any information under false pretenses concerning an applicant or tenant may be subject to a misdemeanor and fined not more than \$5,000.

Any applicant or tenant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD, the Owner or the PHA responsible for the unauthorized disclosure or improper use.

Applicant's/Tenant's Consent to the Release of Information

Verification by Owners of Information
Supplied by Individuals Who Apply for Housing Assistance

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

Instructions to Owners

1. Give the documents listed below to the applicants/tenants to sign. Staple or clip them together in one package in the order listed.
 - a. The HUD-9887/A Fact Sheet.
 - b. Form HUD-9887.
 - c. Form HUD-9887-A.
 - d. Relevant verifications (HUD Handbook 4350.3 Rev. 1).
2. Verbally inform applicants and tenants that
 - a. They may take these forms home with them to read or to discuss with a third party of their choice and to return to sign them on a date they have worked out with you, and
 - b. If they have a disability that prevents them from reading and/or signing any consent, that you, the Owner, are required to provide reasonable accommodations.
3. Owners are required to give each household a copy of the HUD9887/A Fact Sheet, form HUD-9887, and form HUD-9887-A after obtaining the required applicants/tenants signature(s). Also, owners must give the applicants/tenants a copy of the signed individual verification forms upon their request.

Instructions to Applicants and Tenants

This Form HUD-9887-A contains customer information and protections concerning the HUD-required verifications that Owners must perform.

1. Read this material which explains:
 - HUD's requirements concerning the release of information, and
 - Other customer protections.
2. Sign on the last page that:
 - you have read this form, or
 - the Owner or a third party of your choice has explained it to you, and
 - you consent to the release of information for the purposes and uses described.

Authority for Requiring Applicant's/Tenant's Consent to the Release of Information

Section 904 of the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, as amended by section 903 of the Housing and Community Development Act of 1992. This law is found at 42 U.S.C. 3544.

In part, this law requires you to sign a consent form authorizing the Owner to request current or previous employers to verify salary and wage information pertinent to your eligibility or level of benefits.

In addition, HUD regulations (24 CFR 5.659, Family Information and Verification) require as a condition of receiving housing assistance that you must sign a HUD-approved release and consent authorizing any depository or private source of income to furnish such information that is necessary in determining your eligibility or level of benefits. This includes

information that you have provided which will affect the amount of rent you pay. The information includes income and assets, such as salary, welfare benefits, and interest earned on savings accounts. They also include certain adjustments to your income, such as the allowances for dependents and for households whose heads or spouses are elderly handicapped, or disabled; and allowances for child care expenses, medical expenses, and handicap assistance expenses.

Purpose of Requiring Consent to the Release of Information

In signing this consent form, you are authorizing the Owner of the housing project to which you are applying for assistance to request information from a third party about you. HUD requires the housing owner to verify all of the information you provide that affects your eligibility and level of benefits to ensure that you are eligible for assisted housing benefits and that these benefits are set at the correct levels. Upon the request of the HUD office or the PHA (as Contract Administrator), the housing Owner may provide HUD or the PHA with the information you have submitted and the information the Owner receives under this consent.

Uses of Information to be Obtained

The individual listed on the verification form may request and receive the information requested by the verification, subject to the limitations of this form. HUD is required to protect the income information it obtains in accordance with the Privacy Act of 1974, 5 U.S.C. 552a. The Owner and the PHA are also required to protect the income information they obtain in accordance with any applicable state privacy law. Should the Owner receive information from a third party that is inconsistent with the information you have provided, the Owner is required to notify you in writing identifying the information believed to be incorrect. If this should occur, you will have the opportunity to meet with the Owner to discuss any discrepancies.

Who Must Sign the Consent Form

Each member of your household who is at least 18 years of age, and each family head, spouse or co-head, regardless of age must sign the relevant consent forms at the initial certification, at each recertification and at each interim certification, if applicable. In addition, when new adult members join the household and when members of the household become 18 years of age they must also sign the relevant consent forms.

Persons who apply for or receive assistance under the following programs must sign the relevant consent forms:

Rental Assistance Program (RAP)
Rent Supplement
Section 8 Housing Assistance Payments Programs (administered by the Office of Housing)
Section 202
Sections 202 and 811 PRAC
Section 202/162 PAC
Section 221(d)(3) Below Market Interest Rate
Section 236
HOPE 2 Home Ownership of Multifamily Units

Failure to Sign the Consent Form

Failure to sign 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 O/A must follow the notification procedures in Handbook 4350.3 Rev. 1. If a tenant is denied assistance for this reason, the O/A must follow the procedures set out in the lease.

Conditions

No action can be taken to terminate, deny, suspend or reduce the assistance your household receives based on information obtained about you under this consent until the O/A has independently 1) verified the information you have provided with respect to your eligibility and level of benefits and 2) with respect to income (including both earned and unearned income), the O/A has verified whether you actually have (or had) access to such income for your own use, and verified the period or periods when, or with respect to which you actually received such income, wages, or benefits.

A photocopy of the signed consent may be used to request the information authorized by your signature on the individual consent forms. This would occur if the O/A does not have another individual verification consent with an original signature and the O/A is required to send out another request for verification (for example, the third party fails to respond). If this happens, the O/A may attach a photocopy of this consent to a photocopy of the individual verification form that you sign. To avoid the use of photocopies, the O/A and the individual may agree to sign more than one consent for each type of verification that is needed. The O/A shall inform you, or a third party which you designate, of the findings made on the basis of information verified under this consent and shall give you an opportunity to contest such findings in accordance with Handbook 4350.3 Rev. 1.

The O/A must provide you with information obtained under this consent in accordance with State privacy laws.

If a member of the household who is required to sign the consent forms is unable to sign the required forms on time, due to extenuating circum-

stances, the O/A may document the file as to the reason for the delay and the specific plans to obtain the proper signature as soon as possible.

Individual consents to the release of information expire 15 months after they are signed. The O/A may use these individual consent forms during the 120 days preceding the certification period. The O/A may also use these forms during the certification period, but only in cases where the O/A receives information indicating that the information you have provided may be incorrect. Other uses are prohibited.

The O/A may not make inquiries into information that is older than 12 months unless he/she has received inconsistent information and has reason to believe that the information that you have supplied is incorrect. If this occurs, the O/A may obtain information within the last 5 years when you have received assistance.

I have read and understand this information on the purposes and uses of information that is verified and consent to the release of information for these purposes and uses.

Name of Applicant or Tenant (Print)

Signature of Applicant or Tenant & Date

I have read and understand the purpose of this consent and its uses and I understand that misuse of this consent can lead to personal penalties to me.

Name of Project Owner or his/her representative

Title

Signature & Date
cc: Applicant/Tenant
Owner file

Penalties for Misusing this Consent:

HUD, the O/A, and any PHA (or any employee of HUD, the O/A, or the PHA) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form.

Use of the information collected based on the form HUD 9887-A is restricted to the purposes cited on the form HUD 9887-A. Any person who knowingly or willfully requests, obtains or discloses any information under false pretenses concerning an applicant or tenant may be subject to a misdemeanor and fined not more than \$5,000.

Any applicant or tenant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD, the O/A or the PHA responsible for the unauthorized disclosure or improper use.

LEASE AGREEMENT

This Lease Agreement (the "Lease") is executed by and between AREA AGENCY ON AGING OF NORTHWEST ARKANSAS, INC., as agent for the fee owner of the Property (hereinafter "Landlord") and:

(1) _____ (2) _____ and
(3) _____, (collectively the "Tenant") who agree jointly and severally to rent apartment number _____ (the "Apartment") at the Wedington Place Apartments, Fayetteville, Arkansas (the "Property"), on the terms and conditions set forth herein. Occupancy is limited to the Tenants named herein.

TERM: This Lease shall commence on the _____ day of _____ 200____ and shall expire on the _____ day of _____ 200____ (the "Expiration").

RENT: The rent for the Apartment is \$_____ per year, payable without deduction or offset in equal monthly installments of \$_____ per month (the "Rent"). The Rent of the Apartment is determined based upon the maximum monthly rent limits published by Arkansas Development Finance Authority, from time to time, based upon HUD-determined maximum income limits (the "HUD Limits"), as adjusted for applicable utility costs. Notwithstanding anything to the contrary contained herein, the Rent due hereunder shall never exceed the maximum monthly rent under the then current HUD Limits for premises having the number of bedrooms contained in the Apartment, as adjusted for applicable utility costs (the "Maximum Monthly Rent"). If at any time during the term hereof, Landlord determines that the monthly installment of Rent is in excess of the Maximum Monthly Rent, Landlord will notify Tenant in writing of an adjustment in the monthly Rent and shall return to Tenant any and all sums paid by Tenant for application to the monthly Rent which Landlord determines to be in excess of the Maximum Monthly Rent.

PRORATION: In the event that this Lease commences on a date other than the FIRST day of the month, the Rent for the partial month shall be computed based upon a daily rate equal to 1/31st of the monthly Rent, and shall be due upon execution of the Lease. If this Lease commences after the 15th day of the month, payment of the Rent for the partial month together with Rent for the next full month to be paid will be required upon execution of the Lease. Notwithstanding any preliminary calculations to the contrary, the Rent due upon execution of the Lease shall be \$_____ and covers Rent through the last day of _____ 200_____.

DEPOSITS & FEES: Upon execution of this Lease, Tenant has paid a refundable security Deposit (the "Deposit") in the amount of \$_____. Such Deposit will be refunded to Tenant as provided for herein. Tenant acknowledges that the Deposit cannot be applied toward the Rent which must be paid in full when due. Upon execution of this Lease, Tenant has also paid a non-refundable redecorating fee in the amount of \$N/A for touch-up painting, carpet shampooing, and light cleaning.

UTILITIES: Landlord agrees to pay for water, sewer, and rubbish removal. Tenant agrees to pay for electricity, gas, hot water, telephone and cable television which accounts shall be established by Tenant directly with the applicable utility companies.

LATE FEES & OTHER CHARGES: The Rent is due and payable in advance no later than 6:00 p.m. on the FIRST day of each month. Any Rent received after the 5th day of the month will be considered delinquent and will be subject to late charges as hereinafter defined. Rent may be paid at 3130 Telluride Drive, phone number 479-695-1220, by personal check, cashier's check or money order. Cash payments and second party checks will not be accepted. Payment should be made with one check or money order payable to Wedington Place Apartments. Tenant agrees to pay as additional rent no later than the next rental due date:

- \$5 per day for each day or portion thereof that rent is delinquent;
- Any bank charge or fee for a returned check;
- \$15 for each legal notice served upon Tenant.

The acceptance by Landlord of any late or partial payment shall not change the due date or amount of any required payment in the future nor shall it relieve Tenant from any obligation to pay the balance of the Rent and any applicable late fees or charges.

USE OF THE PROPERTY: Tenant agrees that the Apartment shall be used and occupied as a residence for Tenant and his/her immediate family only, as disclosed above, and for no other purpose whatsoever.

DEFAULT: If Tenant fails to perform any obligation required by this Lease (including but not limited to the timely payment of Rent), Landlord may exercise all rights and law shall allow remedies against Tenant as. If an attorney or collection agent is used, Tenant agrees to pay collection costs in addition to other delinquent amounts. In the event of judicial action, the prevailing party shall be entitled to reasonable attorney's fees and court costs from the losing party as determined by the Court. Except as may be provided by law, neither party shall forfeit or waive any existing or future right or remedy by pursuing such judicial action. All notices provided herein shall be delivered to Landlord at 3130 Telluride Drive, telephone number 479-695-1220, and to Tenant at the Apartment. All notices shall be sent registered or certified mail, or personally delivered.

ABANDONMENT: "Abandonment" means either (a) the absence of the Tenant from the Apartment, without notice to Landlord for at least seven days while rent for the Apartment is outstanding and unpaid for ten days and there is no reasonable evidence other than the presence of Tenant's personal property that Tenant is occupying the Apartment; or (b) the absence of Tenant for at least five days, if the rent for the Apartment is outstanding and unpaid for five days and none of Tenant's personal property is in the Apartment. If Tenant abandons the Apartment or vacates the Apartment upon the Expiration or termination of this Lease leaving personal property within the Apartment, Tenant hereby specifically and irrevocably waives all title and interest Tenant has to such chattel and grants to Landlord full authority to immediately dispose of same without notice, court order, or accountability.

VEHICLES: Landlord reserves the right, but not the obligation, to assign specific parking spaces at the Apartment. Landlord may also designate specific areas for prospective residents or handicapped parking. Boats, trailers, and oversized vehicles are not permitted on the Property at any time. Prohibited vehicles, inoperable vehicles, unlicensed vehicles, vehicles parked in a space assigned to another, and vehicles parked in a tow-away zone or otherwise impeding traffic will be towed away without notice at the vehicle owner's expense. Motorcycles are not permitted on the sidewalks, in landscaped areas, or in any building at any time. Additional regulations regarding vehicles are contained in the Rules and Regulations.

ACCESS: Tenant shall permit Landlord to enter the Apartment from time to time, in order to inspect the Apartment, make necessary repairs or services, deliver legal notices, and verify occupancy. Landlord may also allow a licensed exterminator to enter the Apartment for the purpose of pest control. Except in the case of emergency or if it is impractical to do so, Landlord shall give Tenant at least two days' notice of Landlord's intent to enter the Apartment. Tenant agrees to permit Landlord to show the Apartment to prospective residents upon two days' notice.

ALTERATION OF THE APARTMENT: Tenant may not alter the Apartment in any manner without Landlord's prior written consent. Alteration includes, but is not limited to, painting, wallpaper, changing of locks, or modification of electrical appliances. Waterbeds are not permitted on upper floor units without acceptable insurance on file, naming Landlord as a co-insured.

MAINTENANCE OF THE APARTMENT: Tenant has examined the Apartment and is satisfied with its physical condition, order and repair. Upon termination or Expiration of the Lease, Tenant agrees to surrender the Apartment to Landlord in the same condition, reasonable wear and tear accepted. Tenant shall maintain the Apartment in a decent, safe, sanitary, and undamaged condition and, in particular, shall comply with all applicable provisions of building codes regarding public health and safety. Tenant agrees to (a) dispose of all ashes, rubbish, garbage and waste in a clean and safe manner; (b) use all plumbing, electrical, sanitary, heating ventilating, air conditioning facilities and appliances in a safe and reasonable manner; (c) Tenant will not use or keep in said Apartment anything which would in any way affect the terms and conditions of a standard fire insurance policy or increase the fire insurance rates; and, (d) generally conduct himself and invited guests in a manner so as not to disturb neighbors or deface, damage, or otherwise harm any part of the Apartment. Tenant acknowledges that Tenant shall be held responsible for the actions of Tenant's guests that violate the Lease or Rules and Regulations. Tenant shall be responsible, at his expense, for replacement of all window glass on the Apartment. The cost of service to any fixture or repairing any damage resulting from Tenant misuse or abuse of any fixture or portion of the Apartment shall be paid by Tenant upon demand by Landlord. Landlord shall make all necessary repairs to the roof, ceiling, walls, floors, and exterior doors of the Apartment. Landlord shall be responsible for the maintenance of and necessary repair of major building systems, such as plumbing, heating, and air-conditioning within a reasonable time frame.

DAMAGE OR DESTRUCTION OF THE APARTMENT: If casualty or malfunction of equipment or utilities damages the Apartment, Tenant shall immediately notify Landlord. If the damages are such that occupancy can be continued, Landlord shall make repairs as needed with reasonable promptness and rent shall not abate during the period of such repairs. If, in Landlord's opinion, the Apartment is so damaged as to be unfit for occupancy, and Landlord elects to make such repairs, the rent provided in this Lease shall abate during the period of time when the Apartment is not fit for occupancy, but in all other respects the terms and provisions hereof shall continue in full force and effect. If the Apartment is so damaged or destroyed as to be, in the sole opinion of Landlord, incapable of being satisfactorily repaired within a reasonable period of time, then this Lease shall terminate and Tenant shall be liable only for rent to the date of such damage or destruction.

LANDLORD'S LIABILITY: Landlord shall not be liable to Tenant, or Tenant's family, agents, invitees, guests or employees for any damages or losses to person or property caused by other persons. Tenant shall indemnify and hold Landlord harmless from and against any and all claims for damages to property or persons arising from Tenant's use of the Apartment, or from any activity, work or thing done, permitted or suffered by Tenant in or about the Apartment. Landlord shall not be liable for personal injury or damage or loss of Tenant's personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rain, storms, smoke, explosions, sonic booms or other causes whatsoever unless the same is due to the sole gross negligence of Landlord. If any of Landlord's employees are requested to render any services such as moving automobiles, handling of furniture, cleaning, signing for or delivering packages, or any other service not contemplated in this Lease, such employee shall be deemed the agent of Tenant regardless of whether payment is arranged for such service, and Tenant shall indemnify and hold Landlord harmless from all loss suffered by Tenant or other person in any of the aforesaid circumstances. **All personal property of Tenant kept on or within the Property, including basement and common areas, shall**

be kept there at the risk of Tenant only, and Landlord shall not be liable for any damage in such property or for the theft or other loss of such property. Landlord strongly recommends that Tenant secure renter's insurance to protect against liability, property damage and casualty losses.

PETS: No pets are permitted on the Property at any time except by prior written consent of Landlord. Should Landlord agree to permit a pet, both parties must sign a separate agreement. The keeping of a pet for any duration without written consent shall constitute a material breach of this Lease. Such breach may result in the termination of the Lease by Landlord and eviction from the Apartment.

HAZARDOUS MATERIALS: Tenant shall not engage in, nor permit any dumping, discharge, disposal, spillage or leakage (whether legal or illegal, accidental or intentional) of any toxic or hazardous substances, materials or wastes, at, on, in or about the Project or any portion thereof. For purposes of this Lease, "Hazardous Material" means any hazardous or toxic substances, material or waste, which is regulated by Federal, state or local governmental authority. Violation of this section shall be cause for termination of this Lease.

ASSIGNMENT: Tenant shall not sublet, transfer, or assign this Lease, the Apartment, or any part thereof, without Landlord's prior written consent. Only persons listed herein and temporary guests registered with the management office and residing for less than nine days may occupy the Apartment. Landlord may permit changes of one Tenant with the full release of such Tenant only upon application by a replacement tenant, verification of credit and income, and written modification of the Lease.

VISITORS: Tenant agrees to abide by all rules and regulations pertaining to visitors. Breach of rules and regulations pertaining to visitors will be considered a default under this Lease.

RULES & REGULATIONS: Tenant agrees to comply with all occupancy Rules and Regulations governing the Apartment whether now in effect or hereinafter promulgated and delivered to Tenant. Tenant acknowledges receipt of a copy of the Rules and Regulations in effect as of the date hereof.

DRUG-FREE HOUSING: In consideration of the execution or renewal of a lease of the Apartment identified in this Lease, Landlord and Tenant agree as follows: Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in criminal activity, including, without limitation, drug-related criminal activity, on or near the Property. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute, or use of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

Tenant, any member of the Tenant's household, or guest of other persons under the Tenant's control shall not engage in any act intended to facilitate criminal activity, including, without limitation, drug-related criminal activity, on or near the Apartment.

Tenant and members of the household will not permit the Apartment to be used for, or to facilitate, criminal activity, including, without limitation, criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

Tenant, any member of the Tenant's household, or guest or other persons under the Tenant's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near the Apartment. Violation of the above-mentioned provision shall be a material violation of the Lease and good cause for the termination of residency. A single violation of any of the provisions of this paragraph of this Lease shall be deemed a serious violation and material noncompliance with the Lease. It is understood and agreed that a single violation shall be good cause for termination of the Lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be a preponderance of evidence.

EXPIRATION: At Expiration, this Lease shall automatically create a month-to-month tenancy unless: (a) Landlord has provided Tenant with written notice of intent not to extend the Lease on a month-to-month basis, which notice must be delivered to Tenant at least 30 days prior to the Expiration, in which event Tenant must vacate the Apartment on the Expiration; or, (b) **Tenant has delivered a 30 day notice to Landlord of Tenant's intent to vacate the Apartment by the Expiration.** Failure by Tenant to provide such notice of intent to vacate shall be deemed an election to continue the Lease on a month-to-month basis. Tenant acknowledges that renewal rates and month-to-month tenancy rates may result in an increase in the Rent. Landlord will provide Tenant with notice of any such increase at least 30 days prior to the Expiration. Landlord reserves the right to deny renewal of this Lease or to extend the Expiration on a month-to-month basis. Landlord may require the execution of a new lease agreement for another one-year term, or for a month-to-month tenancy, at Landlord's option, if Landlord determines to extend the term of the Lease.

MONTH-TO-MONTH TENANCY: Should this Lease create a month-to-month tenancy, the Expiration shall be extended on a month-to-month basis. The Lease may be canceled by either party upon 30 days' notice to the other party in advance of the next rental due date. Mid-month move-outs will be assessed Rent for the full month.

RENTAL ASSISTANCE: If applicable, the attached HUD Lease Addendum is incorporated into this Rental Agreement.

SECURITY DEPOSIT POLICY: The Deposit is collected to assure Tenant's compliance with the terms and conditions of this Lease. The Deposit shall be held, applied and refunded pursuant to law. If Landlord retains any portion of the Deposit, written notice to Tenant detailing the reason for such retention shall be provided within 30 days of Tenant's surrender of the Apartment and demand therefore. It is specifically understood that application of any Deposit towards Rent, damages, or other charges does not constitute a limit to Landlord's legal rights to all such sums due.

Landlord will refund to Tenant all Deposits held upon the occurrence of all of the following events: (a) Tenant has complied with all conditions of this Lease, including, without limitation, the payment of all sums due for Rent, damages and other charges; (b) Tenant has provided Landlord with written notice of Tenant's intent to vacate at least 30 days in advance of the Expiration; (c) Tenant makes an appointment with Landlord for the inspection of the Apartment; and, (d) Tenant surrenders all keys, parking permits, and property owned by Landlord. Tenant acknowledges the right to be present for a move-out inspection. Tenant acknowledges that the Deposit may be held in the general operation funds of Landlord and that no interest shall be due or payable on such funds at any time.

HOLDOVER TENANTS: A holdover tenancy will be created if the Tenant fails to vacate the Apartment on or before the termination or Expiration. As provided by law, a holdover tenant may be liable for rent equal to twice the rent due prior to Expiration or termination, subject to applicable law.

DISCLOSURE: Agent is authorized to manage the Apartment and the Property, receive rents, execute leases, enforce leases, and receive legal notices on behalf of the owner of the Apartment; however, the parties acknowledge that Agent has executed this Lease solely as agent for the Landlord, in a representative capacity and shall not be deemed to be a party to this Lease.

TAX CREDIT PROGRAM: Tenant acknowledges that the Apartment is operated pursuant to the rules and regulations of the Federal Low Income Housing Tax Credit program (the "Program"). The Program provides for a specific maximum monthly rent, which may be charged for the Apartment, which amount is subject to adjustment, from time to time, based upon median incomes as determined by HUD. The Program also requires that the Property be leased to "Qualified Households" as defined by Section 42 of the IRS. At this Property, Qualified Households must meet certain income limitations. Tenant agrees to notify Landlord immediately of any changes in his/her income, number of persons residing within the Apartment, or enrollment as a full-time student. Tenant acknowledges that this Lease shall terminate upon 30 days' notice in the event all household members become full-time students and the household is not eligible for student status exemption. Tenant agrees that 120 days prior to the Expiration, Tenant will submit to Landlord all documentation required by Landlord to verify that Tenant remains a Qualified Household. In the event that Tenant fails to timely deliver such information or Landlord determines (whether in connection with initial execution of this Lease, a renewal or otherwise) that Tenant is not a Qualified Household under the Program or does not meet the definition of an elderly household (55 years of age or older), this Lease shall immediately terminate, and Tenant agrees to vacate the Apartment upon the earlier of the Expiration or upon 30 days' written notice from Landlord of non-qualifying status.

TERMINATION: It is specifically agreed that each obligation of the Lease is material, and that violation of any obligation or misrepresentation of any information shall constitute a breach of the Lease. Tenant is fully aware that Tenant may not cancel or otherwise terminate this Lease prior to its Expiration without the written consent of Landlord. Abandonment of the Apartment or termination of the Lease for breach will not release Tenant from the obligation to pay future Rent payments as provided for herein. Tenant hereby agrees that should Tenant fail to pay rent as due hereunder; or violate any term, condition, covenant or agreement of this Lease; or violate the Rules and Regulations of Landlord then in effect; or abandon the Apartment; then in any such event, Landlord may either terminate this Lease or terminate Tenant's rights of occupancy upon ten (10) days' written notice to Tenant. Landlord may thereafter re-enter the Leased Apartment pursuant to the provisions hereof. Any such action shall in no way affect any obligation or undertaking hereunder by Tenant, nor shall receipt of rent after default be a waiver of Landlord's right to declare a termination hereunder. If Tenant's occupancy under this Lease is so terminated, or if Tenant moves, vacates, surrenders or abandons the Apartment while this Lease is in effect, Landlord may re-let same for and on account of Tenant at any readily obtainable rental or terms. The proceeds of same first go to Landlord's expense or costs to get the Apartment ready to rent or lease, plus Landlord's leasing expenses, then to all other expenses incurred by Landlord as a result of such forfeiture, cancellation, move, vacation, surrender or abandonment of same. The surrendering, depositing, mailing or leaving of keys for the Apartment with, or directed to Landlord, shall in no way create or produce a termination or release hereunder, nor a cancellation of any monies due, or to become due, by Tenant, nor shall acceptance of such keys to, and possession of the Apartment to be construed as an acceptance of surrender of the Apartment, nor shall such action release Tenant from any obligation under this Lease. In the event of termination of this Lease, in addition to the other remedies available to Landlord, any security deposit of Tenant hereunder shall be retained by Landlord to be applied toward the expenses and actual damages of Landlord herein described, which shall in no way affect or waive any remaining amounts due from Tenant to Landlord under the terms of this Lease.

ATTORNMEN Tenant hereby agrees that Tenant will recognize the Owner of the Apartment as its Landlord under this Lease and shall astern to any person succeeding to the interest of Landlord in respect of the land and the buildings on or in which this apartment is contained upon any foreclosure of any deed of trust upon such land or buildings or upon the execution of any deed in lieu of such foreclosure in respect of such deed of trust. This Lease is subordinate to all present and future deeds of trust encumbering the Apartment. If requested, Tenant shall execute and deliver an instrument or instruments confirming its adomment as provided for herein; provided, however, that no such beneficiary or successor-in-interest shall be bound by any payment of rent for more than one (1) month in advance, or any amendment or modification of this Lease made without the express written consent of such beneficiary

EXPENSES: Tenant hereby agrees that in the event Landlord incurs reasonable, necessary and consequential expenses by reason of any violation or breach of any term, condition, provision, covenant or agreement with this Lease, or threat thereof, or for enforcement thereof default hereunder, Tenant agrees to pay Landlord's attorney fees, court costs, and collection agency fees when and as same accrue, or which shall be considered additional fees payable by Tenant and shall be secured hereunder.

LEAD-PAINT: N/A - Property built after 1978 and does not contain lead-based paint.

THIS LEASE CONSTITUTES A LEGALLY BINDING CONTRACT ENFORCEABLE BY LAW. EXECUTION BY THE PARTIES ACKNOWLEDGES FULL ACCEPTANCE OF ALL THE TERMS AND CONDITIONS CONTAINED HEREIN.

LANDLORD:

By _____
Signature: _____ Date: _____
Printed Name and Title: ROSE BRAUNNS, HOUSING MANAGER

Initial Lease Renewal Lease
Pet Rules Rider House Rules Rider General Occupancy Rider

TENANT (S):

_____ TENANT (1)	_____ DATE
_____ TENANT (2)	_____ DATE
_____ TENANT (3)	_____ DATE
_____ TENANT (4)	_____ DATE

Wedington Place Senior Apartments, LLLP

Managed by Northwest Regional Housing Authority

3130 Telluride Drive
Fayetteville, Arkansas 72704

Phone/Fax: (479) 695-1220
Email: Wedingtonplace@yahoo.com

LEASE ATTACHMENT: Page 5, Paragraph 2 under EXPENSES.

The following attachment is due to incorrect wording in the lease under the EXPENSES explanation. Until this has been changed and/or reworded by the attorney for Northwest Regional Housing Authority/Wedington Place Senior Apartments.

This attachment is to be signed by the resident and the housing manager at move-in/verification so there will be no misleading information.

Resident _____ Date _____

Resident _____ Date _____

Housing Manager _____

Date _____

GENERAL OCCUPANCY RIDER

Utilities Responsibility Agreement

The Electric Company is: Southwestern Electric, 888/216-3523
The Gas Company is: Arkansas Western Gas, 479/521-5330

I, _____, acknowledge that I am responsible for the utility services on my Apartment, excluding cold water, trash disposal and sewer, beginning on my Lease effective date and continuing through such time as I properly vacate and surrender all keys to the unit to the Landlord. I also acknowledge that I will contact these utility companies to inform them of my responsibility and my effective date, on or prior to my move in. I UNDERSTAND IT IS MY RESPONSIBILITY TO MEET AND ADMIT UTILITY REPRESENTATIVES INTO THE Apartment I further acknowledge that failure to have the utilities changed into my name constitutes a Lease violation and termination of the Lease may result

Tenant: **ONLY THE FOLLOWING LISTED PERSON (S) SHALL OCCUPY THE APARTMENT. Understand that an unauthorized or unapproved occupant in your Apartment is considered a serious Lease violation! (Any additions and/or deletions to this agreement shall be in writing and executed by signatures of all parties hereto.)**

NAME OF OCCUPANTS and BIRTHDATE of each:

Name Date of Birth Date

Name Date of Birth Date

Name Date of Birth Date

Name Date of Birth Date

Agent:

By: _____
Date

LIHTC LEASE ADDENDUM

MAXIMUM TAX CREDIT RENT

This unit currently is subject to IRS low-income housing tax credit regulations where the maximum allowable rent is based on household size, or number of bedrooms; therefore, at this time your rental amount will be \$_____. This will continue until such time as the maximum allowable rent increases, the unit is no longer involved with tax credits or regulations change allowing the charge of a higher rent. Should your income or household size change, the amount of rent charged may be affected.

REQUEST FOR UNIT TRANSFERS

1. Approval at Management's Discretion. Resident understands that Management has sole discretion in approving or denying any requests for unit transfers at Wedington Place Apartments. Resident further understands that Management will deny any request for a unit transfer that Management believes may lead to noncompliance with the Tax Credit Program.
2. Cooperation with Management. If Management agrees to transfer Resident to another unit, Resident agrees to cooperate with Management by providing information, completing documentation, and/or participating in interviews.
3. Transfer Contingent on Resident's Cooperation. If Resident fails to cooperate with Management after Management grants Resident's transfer request, Management may rescind its grant and deny the request.

INCOME LIMITS

Applicable only in LIHTC units: During the term of this lease, if the LIHTC income limits increase, the rent which is based on Income Limits may be raised with a 30 day notice to the new LIHTC maximum rent charge.

140% RULE

Applicable in buildings or projects where there are not 100% tax credits: If the tenant household income rises to above 140% of the current income limit, while the household may remain in the property as a resident, with 30 days notice the status of the household may be changed to market with the new rent becoming \$_____ after 30 days. This may occur during the term of the current lease.

UTILITY ALLOWANCE

Applicable only to LIHTC units: If, during the term of this lease, the utility allowance is reviewed and changed, the net rent to the tenant may be changed accordingly with a 30 day notice. Since the maximum LIHTC charge is tenant rent plus the utility allowance, if the allowance increases the rent would decrease by the 30 day notice and should the utility allowance decrease, the rent could be increased in the same fashion.

SMOKE DETECTOR

It is the tenant's responsibility to maintain and keep the smoke detector operational at all times. Circuit breakers are to remain in the "on" position and batteries kept in place at all times. Should the tenant disconnect the smoke detector, management assumes no responsibility for any resulting damage. It is essential the detector be kept operational.

LEASE MODIFICATION

The LANDLORD may, with the prior approval of the owner, modify the terms and conditions of the Agreement other than changes in the rental, effective at the end of the initial term or a successive term, by serving an appropriate notice on the TENANT, together with the tender of a revised Agreement or an addendum revising the existing Agreement. This notice and tender shall be served on the TENANT and must be received by the TENANT at least 60 days prior to its proposed effective date. The TENANT may accept it by executing the tendered revised Agreement or addendum, or may reject it by giving the LANDLORD written notice at least 30 days prior to its effective date that he/she intends to terminate the tenancy.

	1 Person	2 Person	3 Person
FAYETTEVILLE	\$23,760	\$27,120	\$30,240
140%	\$33,264	\$37,968	\$42,336
EL - 30%	\$11,750	\$13,450	\$15,100
<i>Wedington Place</i>	<i>Fayetteville</i>	<i>479/695-1220</i>	
CARROLL COUNTY	\$18,300	\$20,880	\$23,520
140%	\$25,620	\$29,232	\$32,928
<i>West View Apts.</i>	<i>Berryville</i>	<i>870/423-3000</i>	

Complex	1 bd/2 bd
Wedington	\$85/\$106
West View	\$55/\$68

LIHTC Maximum Rent Limits		
Fayetteville FMR \$521/651 Carroll Co. FMR \$450/540	Max Rent Limit 1 Bedroom	Max Rent Limit 2 Bedroom
FAYETTEVILLE	\$636	\$763
CARROLL CO.	N/A (all HOME)	N/A (all HOME)

Low/High HOME Rent Limits		
	Max Rent Limit 1 bd (L/H)	Max Rent Limit 2 bd (L/H)
Fayetteville	521/521	630/651
Carroll Co.	408/450	490/540

High/Low HOME Income Limits 2009						
	1 Person Low HOME - 30%	2 Person Low HOME - 30%	1 Person High HOME - 60%	2 Person High HOME (60%)	1 Person Market Rate	2 Person Market Rate
FAYETTEVILLE	\$11,750.00	\$13,450.00	\$23,520.00	\$26,880.00	No limit	No limit
CARROLL CO.	\$9,150.00	\$10,450.00	\$18,300.00	\$20,880.00	No market rate	No market rate

West View Rents (4 one-bed, 8 two-bed)	
Type Unit	1 Bd/2 Bd
Low HOME (2)	\$327/\$388
High HOME (10)	\$327/\$388

Wedington Rents (44 one-bed units, 28 two-bed units)	
Type Unit	1 Bd/2 Bd
58 Tax Credit* (38 one-bed, 20 two-bed)	\$395/\$495
4 EL** (30% Income Limit, all one-bed)	\$210
10 HOME (any mix bed size for 6 non-EL's)	\$395/\$495
14 Mkt Rate (6 one-bed, 8 two-bed)	\$435/\$520

*Wedington's Tax Credit units include EL and HOME units

**Wedington's 10 HOME units include the 4 EL's -2 as Low, 8 as High.

Wedington Place Senior Apartments

WAITING LIST POLICY

I UNDERSTAND THAT I AM ON THE ACTIVE WAITING LIST FOR A ONE/TWO BEDROOM APARTMENT IN THE

ABOVE-NAME APARTMENT COMPLEX. IN ORDER TO STAY ON THE ACTIVE WAITING LIST. I MUST VISIT OR CONTACT THE RENTAL OFFICE WITHIN SIX MONTHS OF THE DATE BELOW. AT THAT TIME, I WILL REPORT ANY CHANGES IN FAMILY SIZE, INCOME, ETC. IF AT ANY TIME MY ADDRESS OR TELEPHONE NUMBER SHOULD CHANGE. I WILL NOTIFY THE MANAGER IMMEDIATELY.

IF I AM DISABLED AND UNABLE TO COMPLETE THE APPLICATION PROCESS. I CAN REQUEST AN ALTERNATIVE METHOD BE PROVIDED.

I ALSO UNDERSTAND THAT IF I DO NOT CONTACT THE RENTAL OFFICE BY THE SPECIFIED DATE. I WILL NO LONGER BE ON THE ACTIVE WAITING LIST.

APPLICANT'S SIGNATURE

DATE



THIS AGENCY IS IN COMPLIANCE WITH TITLES VI AND VII OF THE CIVIL RIGHTS ACT AND IS COMMITTED IN THE NON DISCRIMINATORY DELIVERY OF SERVICES AND IS AN AFFIRMATIVE ACTION EQUAL OPPORTUNITY EMPLOYER.

Wedington Place Senior Apartments

- A. APPLICATION
- B. WAITING LIST POLICY
- C. AUTHORIZATION TO RELEASE INFORMATION
- D. CONSENT FORM FOR SOCIAL SECURITY ADMN.
- E. SUPPLEMENT TO APPLICATION
- F. CRIMINAL CONVICTION RECORDS
- G. TENANT SELECTION CRITERIA
- H. DOCUMENT PACKAGE FOR APPLICANT'S/TENANT'S CONSENT
TO THE RELEASE OF INFORMATION
- I. LEASE
- J. ACKNOWLEDGEMENT FORM
- K. BROCHURE
- L. INCOME GUIDELINE