

ADMINISTRATIVE PLAN



ADMINISTRATIVE POLICIES AND PROCEDURES

of the

PALM DESERT HOUSING AUTHORITY

for the Management and Operation of its

AFFORDABLE HOUSING RENTAL UNITS

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ABOUT THE AUTHORITY

“The mission of the Palm Desert Housing Authority is to serve the citizens of Palm Desert by providing decent, safe, sanitary, and affordable housing to qualifying households whose incomes are very low to moderate including public-private partnerships.”

The Palm Desert Housing Authority (Authority) was ~~created~~established in December of 1997 by the Palm Desert City Council to ~~operate~~manage certain affordable rental properties located in ~~the City. Palm Desert~~These properties were acquired by the former Palm Desert Redevelopment Agency (~~former RDA~~) from the Riverside County Housing Authority (RCHA). ~~Before~~Prior to the ~~Agency's~~ acquisition, the RCHA owned and operated the 725 affordable units ~~for in~~ Palm Desert. In 2012, as part of statewide legislation that dissolved California law eliminated redevelopment agencies ~~throughout the state, and~~ the City of Palm Desert (~~City~~) designated the Authority as the successor housing entity. ~~Today~~The Authority, ~~as successor,~~ now owns ~~over more than~~ 1,000 affordable rental units ~~with~~. The income levels ~~ranging~~range from very low (20 percent of the Riverside County Area Median Income) to moderate (up to 120 percent of the Riverside County Area Median Income). The ~~members of the~~ City Council ~~members were appointed~~serve as the Authority's Board (~~the Board or Authority Board~~). ~~And~~The Authority Board established a Housing Commission ~~made up comprised~~ of community members ~~of the community~~ to provide review and advise on matters to come before the Authority Board.

The Authority ~~collaborates closely works hand in hand~~ with the City to ~~uphold ward sustaining~~ the goals and policies ~~contained outlined~~ in the City's ~~approved~~ Housing Element:

Goal 1: ~~Provide a range A variety~~ of housing types that meet ~~all~~ the needs of all income groups within the City.

Goal 2: ~~Preserve~~The preservation and ~~maintenance of~~maintain the City's high quality affordable housing ~~supply~~stock.

~~The success of the Authority's Palm Desert's~~ affordable housing programs ~~are successful in part because of the solid~~can be attributed to the strong foundation of policies, procedures and ~~regulatory provisions that have been established~~regulations in place. ~~Palm Desert's rental properties as well as other housing~~These programs ~~ensure have~~guidelines that ~~provide for~~ all residents ~~to be~~are treated fairly under fair housing laws, and equitably based on income and family size. The ~~Authority's~~ rental properties, ~~through a coordinated effort with staff~~along with other housing initiatives, are managed by a contracted professional property management company, ~~in accordance with this~~working in coordination with staff, and adhering to the guidelines in this Administrative Plan.

The policies, guidelines and standards ~~set forth~~outlined in this Administrative Plan shall apply to rental properties owned, operated or controlled by the Authority, ~~and are intended~~ They are designed to ~~promote encourage,~~ the maintain and ~~preserve the supply~~preservation of affordable housing in ~~the City Palm Desert,~~ enhance the condition of ~~affordable housing in the City~~these properties, and ~~ensure the level of~~ compatibility with ~~in~~ the community, ~~that is~~as expected by both the City Council and the Authority Board.

NOTICE:

This Plan is intended to establish policies where the Authority has discretion under the applicable law. This Plan does not purport to change any of the requirements of Federal or State Law. In the event any discrepancy between this Plan and applicable law, the law will prevail.

Section 1. DEFINITIONS

Unless the context explicitly requires otherwise, the following terms are defined as follows. References to statutory or regulatory provisions include any subsequent amendments unless stated otherwise. Capitalized terms used herein shall have the following meanings unless the context in which they are used clearly requires otherwise. Code Sections or statutes that are referenced herein may be amended from time to time and shall be subject to the then current law unless stated otherwise.

Section 1.1 Adjusted for Family Size – shall mean a standardized household size for ~~the purposes of~~ renting units appropriate for family size ~~pursuant to as defined in~~ Health and Safety Code Section 50052.5, ~~as amended, which is one person in the case of a studio unit, two persons in the case of a one-bedroom unit, three persons in the case of a two-bedroom unit, four persons in the case of a three-bedroom unit, and five persons in the case of a four-bedroom unit.~~

Section 1.2 Affordable Housing Cost – shall mean ~~a the cost of housing cost,~~ as defined by Title 25 CCR Section 6920, ~~which is calculated pursuant under to~~ California Health and Safety Code Section 50052.5, as ~~amended such regulations may be amended from time to time.~~

Section 1.3 Area Median Income (AMI) – shall mean the Area Median Income for Riverside County, ~~as determined and published~~ annually by the Department of Housing and Community Development for the State of California (“HCD”), ~~under pursuant to~~ California Health and Safety Code Section 50093, ~~as amended, and the regulations promulgated thereunder, or if such agency shall cease to publish such an index, then any comparable index published by any other federal or state agency which is approved and/or accepted by the Authority or as established by funding source. The AMI shall be a~~ Adjusted for family size ~~shall align in accordance with state regulations adopted pursuant to with~~ California Health and Safety Code Section 50052.5, as amended ~~from time to time. If HCD ceases publishing AMI, a comparable index approved by the Authority or funding source will be used.~~

Section 1.4 Applicant – shall mean a person or household ~~applying that desires to apply~~ for tenancy at an Authority Property. ~~Related terms See also:~~ Interested Household, Wait List Eligible Household, and Qualified Household.

Section 1.5 Assets – see Household Assets.

Section 1.6 Authority – shall mean the Palm Desert Housing Authority.

Section 1.7 Authority Board – shall mean the governing body for the Authority.

Section 1.8 Caretaker – see Live-in Aide.

Section 1.9 CCR – shall mean the California Code of Regulations.

Section 1.10 CFR – shall mean the Code of Federal Regulations.

Section 1.11 Child – see Minor.

Section 1.12 Child Care Expenses – shall mean a reasonable ~~costs amount~~ paid by ~~at the~~ Household for the care of Minors under ~~age 13 years of age where such care is when~~ necessary to enable a family member to ~~work be employed~~.

Section 1.13 City – shall mean the City of Palm Desert.

Section 1.14 City Manager – shall mean the City Manager for the City of Palm Desert or his or her designee.

Section 1.15 County – shall mean the County of Riverside, California.

Section 1.16 Disability – shall mean a physical or mental impairment that substantially limits ~~one or more of the~~ major life activities; ~~a record of such impairment; or being regarded as having such an impairment, as such terms are~~ defined by; ~~and interpreted in accordance with;~~ under the Americans with Disabilities Act.

Section 1.17 Disability Program Participant – shall mean a Household member who has been determined by the Commissioner of Social Security to be unable to engage in any substantial gainful activity ~~by reason of any due to a~~ medically determinable physical or mental impairment that has lasted or can be expected to last for a continuous period of ~~not less than at least~~ 12 months, or as more particularly defined ~~in under~~ Section 223 of the Social Security Act.

Section 1.18 Elderly Household – shall mean a Household that consists of one or two persons, one of which is a Senior, or otherwise is qualified in accordance with California Civil Code Section 51.11.

Section 1.19 Emergency Condition – shall mean any condition in the Restricted Unit or applicable Property that poses an immediate, verifiable threat to the life, health or safety of the Resident that cannot be repaired or abated within 24 hours.

Section 1.20 Exceptional medical or other expenses – shall mean medical expenses, and/or unusual expenses, as defined in this Section, which exceed 25 percent of the gross annual income.

Section 1.21 Executive Director – shall mean the Executive Director of the Palm Desert Housing Authority.

Section 1.22 Family – shall also mean ‘Household’ within the Plan unless otherwise stated. See also Household.

Section 1.23 Grievance – A Resident’s or Applicant’s right to seek review of a decision by an impartial panel concerning the Management Company’s action or failure to act in accordance with the individual Resident’s lease or the Authority’s policy and procedures herein described that adversely affect the individual’s rights, duties, welfare, or status.

Section 1.24 HCD – shall mean the Department of Housing and Community Development for the State of California.

Section 1.25 HOME funds – shall mean ~~financial allocations monies allocated~~ under a block grant funding program made available through HUD ~~aimed at fostering through allocations and reallocations, to strengthen~~ public-private partnerships and ~~to expand~~ increasing the supply of decent, safe, sanitary and affordable housing with ~~target a focus emphasis~~ on very low-income and low-income families in accordance with the HOME Investment Partnerships Program regulations ~~provided in~~ (24 CFR Part 92, as amended).

Section 1.26 Household – shall mean one or more persons intending to occupy or occupying the same Restricted Unit, as more particularly described in the Occupancy Standards Policy. Household shall also mean ‘Family’ within ~~this~~ the Plan unless stated otherwise ~~stated~~.

Section 1.27 Household Assets – shall mean those Assets defined under Title 25 CCR Section 6914 includable as monthly income as prescribed therein.

Section 1.28 HUD – shall mean the U.S. Department of Housing and Urban Development.

Section 1.29 Income – shall mean income that a person or Household has received or is expected to receive as more particularly categorized and described below:

Section 1.29.1 Annual Income – shall mean the anticipated total annual income of a Household from all sources for the 12-month period following the date of determination of income, computed in accordance with Title 25.

Section 1.29.2 Household Income – shall mean the total of all income received by a Household which is included under Title 25 CCR Section 6914 less deductions and exemptions specified therein.

Section 1.29.3 Gross Income – shall have the meaning ascribed to such term in Title 25 CCR Section 6914, as such regulations may be amended from time to time.

Section 1.29.4 Maximum Household Income – shall mean the Household income calculated based on family size that may be equal to but does not exceed 120 percent of the Riverside County AMI. Household incomes exceeding 120 percent of the Riverside County AMI will not be eligible for the Authority’s program.

Section 1.29.5 Net Income – for the purpose of determining Affordable Housing Cost or affordable rent, "net income" shall be computed as provided by Title 25 CCR Section 6916, as such regulations may be amended from time to time, as follows: the annual gross income less \$300 for each minor and medical expenses which exceed 3 percent of the annual gross income and unusual expenses, all divided by 12.

For the purposes of this Plan, “Income” shall not include the income of Live-In Aides.

For the purposes of this Plan, “Income” shall include any employment, benefits, family support and additional bank deposits provided to any member of the Household, except for items listed under subdivision (b) of Title 25 CCR Section 6914, as such regulations may be amended from time to time.

For the purposes of this Plan, “Income” shall include net income from the operation of a business or profession (including self-employment).

For the purposes of this Plan, expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine the net income from a business owned by any Household member.

See also, Income by Unit Allocation, Income Category, Income Level, Low Income Household, Very Low Income Household, Moderate Income Household, and Qualified Household.

Section 1.30 Income by Unit Allocation – shall mean the allocation provided by the Authority to the Management Company for the purposes of blending the Qualified Household and resident incomes among the properties.

Section 1.31 Income Category – shall mean the average income percentages within each income level. In the case of Extremely Low and Very Low Income shall include Household incomes from 20 percent up to 50 percent in the following categories: 20-24, 25-29, 30-34, 35-39, 40-44, 45 up to 50 percent; in the case of Low Income shall include Household incomes from 51 percent up to 80 percent in the following categories: 51-55, 56-60, 61-65, 66-70, 71-75, 76-80 percent; and in the case of Moderate Income shall include Household incomes from 81 percent up to 120 percent as one category.

Section 1.32 Income Level – shall mean a Household determined by income to be either very low, low or moderate income pursuant to the definitions prescribed herein.

Section 1.33 Interested Households – shall mean a person or Household that desires to apply for tenancy at a Property that contains Restricted Units. See also: Applicant.

Section 1.34 Jurisdiction – shall mean the legal jurisdiction of the Authority, which is the city limits of the City of Palm Desert.

Section 1.35 Live-in Aide – shall be defined as provided in Title 24 CFR Section 5.403, and shall mean a person ~~who resides~~residing with ~~one or more~~a Seniors or an individual~~persons~~ with disabilities, who provides essential care services ~~is~~as verified by the Authority ~~to be providing essential services to the care and well-being of such person(s)~~, is not obligated for the support of the person~~Resident~~(s), and would not be living-reside in the Restricted Unit except ~~to provide for providing~~ supportive services. Live-in Aides must ~~Any person serving as a Live-in Aide in a Restricted Unit shall~~ (1) ~~execute an affidavit~~certifying annually that he or she qualifies as a Live-in Aide under Title 24 CFR Section 5.403 via affidavit; (2) consent to a back-ground check ~~conducted~~

by the Management Company; and (3) ~~execute an~~ acknowledgement that he or she only has ~~a~~ right to the Restricted Unit as long as the applicable Resident(s) needs supportive services and remains a Resident of the Restricted Unit.

Section 1.36 Low Income Household – shall mean persons and families meeting the income qualification limits set forth in California Health and Safety Code Section 50079.5 and Title 25 of the California Code of Regulations Section 6910, et seq., as the case or context may require, as such statutes and regulations may be amended from time to time.

Section 1.37 Management Company – shall mean the contracted property management company for the Authority.

Section 1.38 Medical Expenses – shall mean those medical expenses not included as extraordinary or unusual expenses, which are to be anticipated during the 12-month period for which the gross income is computed, and which are not covered by insurance (however, premiums for such insurance may be included as medical expenses). ~~Medical expenses defined herein shall be deducted for households with a Disability Program Participant and Elderly Households only.~~

Section 1.39 Minor – shall mean a member of the Household, ~~excluding other than~~ the head of household or spouse, who is under 18 years of age.

Section 1.40 Moderate Income Household – shall mean persons and families meeting the income qualification limits set forth in California Health and Safety Code Section 50093 and Title 25 of the California Code of Regulations Section 6910, et seq., as the case or context may require, as such statutes and regulations may be amended from time to time.

Section 1.41 Notice of Denial – shall mean the notice provided to the Household when it is ineligible, not qualified or is no longer qualified.

Section 1.42 Occupancy Standards Policy – shall mean the occupancy standards for residential units owned, operated and restricted by the Palm Desert Housing Authority set forth in Resolution No. HA-84 adopted December 14, 2017, as may be amended from time to time.

Section 1.43 Plan – shall mean this Administrative Plan (also referred to as the Plan).

Section 1.44 Property – shall mean a multi-family or senior residential apartment community, or ~~any~~ part thereof, that is owned, operated or controlled by the Authority, including ~~but not limited to those~~ properties listed in Exhibit A, as ~~may be~~ amended ~~from time to time~~.

Section 1.45 Property Manager – shall mean the ~~person individual~~ assigned by the Management Company to ~~supervise oversee daily~~ day-to-day operations ~~for at~~ a specific affordable residential property.

Section 1.46 Public Housing Agency – shall mean any State, County, municipal or other government entity or public body (or agency or instrumentality thereof) that is authorized to engage in or assist in the development or operation of housing for Very Low, Low, or Moderate Income Households.

Section 1.47 Qualified Household – shall mean a person or Household whose total household income does not exceed the limits established by the Plan and who have provided documentation as required herein to demonstrate he, she or it is qualified to occupy a Restricted Unit.

Section 1.48 RCHA – shall mean Riverside County Housing Authority.

Section 1.49 Reasonable Accommodation – shall mean a change to a rule, policy, or practice that allows a person with a disability to use and enjoy their housing. This includes access to dwelling units, public areas, laundry rooms and parking.

Section 1.4950 Rent – shall mean the amount charged ~~as a fee for occupancy occupying for a particular~~ Restricted Unit, ~~as outlined pursuant to in~~ the Rental Rate Policy, or any amendments ~~thereto, and categorized below~~ The categories are as follows:

Section 1.4950.1 Affordable Rent – shall mean rent calculated in accordance with Health and Safety Code Section 50053 for ~~a~~ Very Low, Low or Moderate-Income Households. ~~Affordable rent shall include a reasonable allowance for utilities including a reasonable utility allowance.~~

Section 1.4950.2 Maximum Rent – shall mean the maximum rental rate set for a particular type of unit at a specific Property, without regard to utility allowance, based on a bi-annual market survey. Such rate shall be adjusted in the non-surveyed year by the AMI percentage change as more particularly described in the Rental Rate Policy or any amendments thereto.

Section 1.4950.3 Resident Rent – shall mean the total monthly resident payment to the Authority as determined by certification, recertification, or outside assistance. Resident Rent may or may not be the total paid as Unit Rent for a particular unit.

Section 1.4950.4 Unit Rent – shall mean the total rent charged for a particular Authority owned, operated or controlled unit, including those amounts accepted from a third party for the purposes of rental assistance or housing expense.

Section 1.501 Rent Burdened – shall mean a Household that ~~is paying~~ pays more than 30 percent of its Household Income for rent and utilities.

Section 1.524 Rental Rate Policy – shall mean the rental rates for residential units owned, operated and restricted by the Palm Desert Housing Authority set forth in Resolution No. HA-84 adopted December 14, 2017, as may be amended from time to time.

Section 1.532 Resident – shall mean a person or Household that has signed a residential lease to occupy or is currently occupying a Restricted Unit.

Section 1.534 Restricted Units – shall mean ~~an affordable~~Restricted housing unit occupied by a Qualified Households that is owned by the Authority.

Section 1.554 Senior – shall mean a person who is at least 55 years of age or older.

Section 1.565 Successor Agency – shall mean the Successor Agency to the Palm Desert Redevelopment Agency

Section 1.576 Title 25 – shall mean Title 25 of the California Code of Regulations Section 6910, et seq., as it pertains to income and household size for Households whose income is very low, low or moderate, as may be amended from time to time.

Section 1.587 Unusual expenses – shall be as defined in 25 CCR Section 6912, and shall mean amounts paid by the Household for the care of minors under 13 years of age or for the care of disabled or handicapped household members, but only where such care is necessary to enable a Household member to be gainfully employed, and the amount allowable as unusual expenses shall not exceed the amount of income from such employment.

Section 1.598 Utilities – shall include electricity, gas, other heating (including hot water heating), refrigeration and cooking fuels not paid by the Authority. Utilities may include water, trash and sewer if not paid by the Authority. Telephone, Cable, Digital Services and Internet Connection costs are not included as utilities.

Section 1.6059 Utility Allowance – shall mean the amount, updated annually, equal to the estimate established by the RCHA of the monthly cost of a reasonable consumption of such utilities and other services described in Title 25 CCR Section 6918(c) for the Restricted Unit by an energy-conservative Household consistent with the requirements of a safe, sanitary, and healthful living environment applicable for each unit type and equipment.

Section 1.610 Veteran – shall mean a person who has served in U.S. Armed Forces the active armed services of the United States at any time, and ~~who shall have been was~~ discharged or released ~~there from~~ under conditions other than dishonorable, as verified by the Veterans Administration.

Section 1.624 Veterans Preference – shall mean the preference that ~~enables~~ allows a Wait List Eligible Household that includes a Veteran to be placed on the applicable priority waiting list.

Section 1.632 Very Low Income Household – shall mean persons and families meeting the income qualification limits set forth in California Health and Safety Code Section 50105 and Title 25 of the California Code of Regulations Section 6910, et seq., as the case or context may require, as such statutes and regulations may be amended from time to time; provided, however, that such income is at least 20 percent of AMI.

| Section 1.6~~43~~ Wait List Eligible Households – shall mean persons and families who have provided the documentation and/or information required demonstrating that they meet the minimum eligibility requirements to be placed on a waiting list. (See *Section 3.3*)

Section 2. ABOUT THE PLAN

Section 2.1 PURPOSE OF THE PLAN. The ~~purpose of the~~ Administrative Plan (the Plan) ~~is to establish~~ program guidelines, policies and procedures governing properties owned, operated, or controlled by the ~~as they pertain to~~ Authority, ~~owned, operated or controlled properties.~~ This plan serves as the management plan framework to ensure ~~for~~ the rental, improvement, preservation, maintenance and affordability of Authority Restricted Units.

Section 2.2 APPLICABILITY OF THE PLAN. The Plan ~~shall apply~~ applies to ~~all members of~~ Interested Households, Wait List Eligible Households, Qualified Households, Applicants and Residents applying for or residing in properties identified listed in Exhibit A and any other properties that may be subject to the ~~under the~~ jurisdiction of or management ~~by of~~ the Authority ~~from time to time~~. Unless ~~otherwise specified~~ otherwise by in the Federal or State funding guidelines, the processes procedures outlined ~~herein shall in the Plan~~ also apply to ~~the~~ Residents occupying an of Restricted Unit who receive Federal or State funding either receiving directly or indirectly. ~~Federal and State funding laws shall prevail in the event the policies and processes set forth herein are in cases of inconsistency between the Plan and Federal or State laws, such the with any existing or enacted applicable laws shall prevail.~~

Section 2.3 ADMINISTRATOR OF THE PLAN. The Authority is the administrator of the Plan, ~~shall be the Authority~~ regardless of the funding source or ownership of the Restricted Units. The Executive Director shall have the authority for to implementing and administering the Plan's policies in accordance with the terms herein. ~~In matters wV~~ where the Authority has discretion, waivers of existing policy shall be determined by the Executive Director or his or her designee has the authority to approve waivers of existing policies.

Section 2.4 FISCAL RESPONSIBILITIES. Before the beginning start of each fiscal year or as soon as possible after an following acquisition of property acquisition, the Authority Board will adopt ~~the property a~~ budget for the property. The budget will include a projection ~~of~~ revenues and all expenditures, including professional property management fees prior to being expended any spending. ~~The Authority will follow p~~ Procurement procedures will adhere in accordance with to the City's policies and/or applicable law.

Section 2.5 EQUAL OPPORTUNITY. ~~It is the policy of t~~ The Authority and its agents ~~shall to~~ comply fully with all applicable federal, state, and local anti-discrimination laws, including but not limited to: Title VI of the Civil Rights Act of 1964; Title VIII and Section 3 of the Civil Rights Act of 1968 (~~as~~ amended by the Community Development Act of 1974); Executive Order 11063 as strengthened by Congress amended in 1992; the Fair Housing Act of 1968, as amended; the Age Discrimination Act of 1975; the Americans with Disabilities Act (ADA) of 1990; the U.S. Department of Housing and Urban Development regulations governing fair housing regulations and equal opportunity; ~~and any~~

It is the Authority's policy to comply with any legislation enacted to protecting the individual rights of Residents, Applicants or staff ~~which may be subsequently enacted.~~

It is the Authority's policy to post required notices ~~in conspicuous, public~~ locations prominently throughout the properties as required by such notice mandated.

Section 2.6 LIMITED ENGLISH PROFICIENCY. ———It is the Authority's policy to ensure meaningful access to programs, services and documents to limited English proficient (LEP) ~~persons~~individuals. The Authority may translate certain documents related to the Plan as well as those required by law to assist persons with LEP. Notwithstanding this provision, the English version of all documents signed by the Resident will govern. Reasonable, necessary steps will be provided in order to make certain that no eligible person has their assistance denied, decreased or terminated simply because they face challenges communicating in English.

Section 2.6.1 ESTABLISHING LANGUAGE ASSISTANCE NEEDS. To determine the appropriate level of language assistance required at each property, this includes providing interpreters and, where necessary, translated documents to applicants and residents ("beneficiaries") at no cost, as required by state law this may include interpretations as necessary, a **four-factor analysis** shall be conducted as follows:

2.6.1.1 Number or Proportion of LEP Persons: The number of LEP individuals eligible to be served or likely to be encountered at the property.

2.6.1.2 Frequency of Contact: How often LEP individuals interact with the property's staff or services.

2.6.1.3 Nature and Importance: The significance of the programs, activities, or services provided at the property.

2.6.1.4 Resources and Costs: The availability of resources and associated costs for providing language services.

Section 2.6.2 LANGUAGE ACCESS PLAN

2.6.2.1 Languages Identified. The Language Access Plan (LAP) specifies the language(s) spoken by the proportionate majority of LEP beneficiaries at each property.

2.6.2.2 Interpretation Services. All LEP individuals are entitled to interpretation services, regardless of the language they speak. Staff must provide interpretation services as needed.

2.6.2.3 Document Translation. Translation of vital documents will be considered on a case-by-case basis. (a) Whether the document is vital to ensuring program access or continued assistance for the LEP beneficiary.(b) The cost implications and resources available to the property

Section 2.6.3 Authorization Process for Document Translations. Document translations must not be initiated without prior approval from the Management Company Regional Director.

Section 2.6 PROPERTIES. The Plan applies to all Properties ~~include those properties~~ currently owned and operated by the Authority, as listed in Exhibit A as well as any ~~properties~~esy or development that ~~may be comes under the direction, control or is~~ acquired.

managed, or controlled by the Authority. ~~Several of the~~Some Authority's properties are ~~restricted exclusively designated for~~ the Seniors and ~~serve only~~ Elderly Households, while others. ~~All other properties operated by the Authority are to be open and made~~ available to all Qualified Households.

Section 3. FAIR HOUSING – REASONABLE ACCOMODATION

3.1. REASONABLE ACCOMMODATION. Reasonable accommodation can include:(1) Making changes to the interior of units to meet accessibility requirements, such as placing light switches at accessible heights and (2) Changing a bathtub to a “walk in” shower.

3.1.1 Management Company cannot require people with disabilities to pay extra fees or deposits, or impose other special conditions, as a condition of receiving a reasonable accommodation. Failure to provide a reasonable accommodation may be considered discrimination.

3.1.2 The Americans with Disabilities Act (ADA) and the Fair Housing Act (FHA) are laws that seek to ensure equal access to housing opportunities for individuals with disabilities and other protected classes.

3.2. REQUEST FOR ACCOMMODATION. A resident or an applicant for housing makes a reasonable accommodation request whenever they make clear to the Property Manager that they are requesting an exception, change or adjustment to a rule, policy, practice or service because of their disability. The resident or applicant should explain what type of accommodation they are requesting.

3.2.1 An applicant or Resident is not entitled to receive a reasonable accommodation unless they request one. However, the FHA does not require that a request be made in a particular manner or at a particular time. A person with a disability need not personally make the reasonable accommodation request; the request can be made by a family member or someone else who is acting on their behalf. An individual making a reasonable accommodation request does not need to mention the Act or use the words “reasonable accommodation.” However, the requester must make the request in a manner that a reasonable person would understand to be a request for an exception, change, or adjustment to a rule, policy, practice, or service because of a disability.

3.2.2 Although a reasonable accommodation request can be made orally or in writing, it is usually helpful for both the resident and the Property Manager if the request is made in writing. This will help prevent misunderstandings regarding what is being requested, or whether the request was made.

3.2.3 A doctor’s note (written within 3 months of the request) is also required to verify the needs of the reasonable accommodation.

3.2.4 Whether a particular accommodation is reasonable depends on a variety of factors and must be decided on a case-by-case basis.

3.2.5 The determination of whether a requested accommodation is reasonable depends on the answers to two questions. First, does the request impose an undue financial and administrative burden on the Authority? Second, would making the accommodation require a fundamental alteration in the nature of the Authority’s

operations? If the answer to either question is yes, the requested accommodation is not reasonable. However, even where a Management Company is not obligated to provide a particular accommodation because the particular accommodation is not reasonable, the Management Company is still obligated to provide other requested accommodations or alternative accommodations to the one initially requested that do qualify as reasonable.

Section 34. RESIDENT SELECTION AND WAITING LIST PROCEDURES

The Authority has ~~found-determined~~ that the demand for ~~its~~-affordable rental housing exceeds ~~available~~ supply. ~~In order to help~~ identify Households that have interest in Restricted Units, waiting lists will be established for each property as ~~herein described~~outlined below. ~~Wait List Eligible~~-Households ~~that meet the eligibility requirements~~ will be ~~assigned a position~~placed on the waiting list ~~based on by their~~ income category, household size, and any allowable ~~preference~~ ~~or~~ preferences.

Section 43.1 WAITING LIST INTEREST REGISTRATION FORM. All **Interested Households** must complete a ~~n interest registration form referred to as a "Guest Card"~~Waitlist Application. ~~The purpose of the form~~The Waitlist Application is ~~used to allow by~~ the Authority to ~~assess eligibility for determine~~ placement on the waiting list based on the information provided ~~by the Interested Household.~~ Waitlist Application~~Interest registration forms will be accepted~~ can be submitted by phone, by mail or email, RentCafe or ~~by physical delivery~~delivered in person to the individual property management office.

Section 43.2 ESTABLISHMENT OF WAITING LISTS. ~~For each property except Palm Village, Santa Rosa, and Carlos Ortega Villa,~~ Waiting lists will be maintained for each property, with the exception of Palm Village, Santa Rosa, and Carlos Ortega Villa, for each Income Category at or below 120 percent of the Riverside County AMI. ~~Waiting lists will be maintained~~ For Palm Village, Santa Rosa, and Carlos Ortega Villas waiting lists will be maintained for ~~each~~ Income Category at or below 80 percent of the Riverside County AMI. Waiting lists for transfers will also be separately maintained for each property in accordance with this Section 3.

Section 43.3 ELIGIBILITY FOR WAITING LIST. ~~In order for an Interested Household~~ Ito become a **Wait List Eligible Household**, and be placed on the waiting list, ~~an~~the Interested Household must meet the income eligibility requirements based on the Riverside County AMI. The Interested Household will ~~also~~ be required to meet additional permissible criteria established by the Authority ~~pursuant to under~~ Title 25 ~~which that~~ include but are not limited to ~~the following~~:

Section 43.3.1 Must provide Income and Assets information for all Household members ~~over the age of 18 or older~~ (except~~excluding~~ for Live-In Aides), ~~which in aggregate ensuring the total~~ does not exceed the current published Maximum Household Income for the Household size.

Section 43.3.2 Must provide names and ages of all Household members.

Section 43.3.3 Must disclose any allowable preferences and accommodation needs at the time of interest.

Section 43.3.4 Current address and contact information.

Section 43.4 PLACEMENT ON THE WAITING LIST. All Wait List Eligible Households will be placed on the appropriate affordable waiting list according to allowable preferences, ~~current-qualifying~~ income, household size, and ~~in~~ the date/time order ~~in which the Guest Card~~

~~the Wait list Application~~ was ~~filed and~~ received. Wait List Eligible Households must update the information provided to the Management Company as necessary to maintain eligibility during the wait list period ~~in order to remain a Wait List Eligible Household and continue on the waiting list.~~

Section 43.5 NOTIFICATION OF AVAILABLE UNIT. Once the Management Company identifies a Restricted Unit that will become available, Wait List Eligible Households will be notified by phone or email. In the event that the Management Company cannot reach the Wait List Eligible Household by phone or email, the Management Company will provide notification by U.S. mail. The Wait List Eligible Household will have five (5) business days to respond to this notification. Failure of the Wait List Eligible Household to respond within the ~~above~~ time frame above will result in removal from the waiting list. ~~In accordance with this Section,~~ it is the Wait List Eligible Household's responsibility to keep the waiting list information current up to date at all times. In the event contact is not possible due to insufficient or out of date information ~~on file~~, the Wait List Eligible Household will no longer be deemed 'eligible' and will be removed from the waiting list without further notice.

Section 43.6 NOTIFICATION BY WAIT LIST ELIGIBLE HOUSEHOLD OF INCOME OR HOUSEHOLD CHANGES. ~~During the wait list period, any changes to the information provided by the~~ Wait List Eligible Household must report any changes to their income or composition ~~be provided~~ to the Property Manager of the individual property to ensure its placement on the waiting list under the correct income category and/or Household size. At the time the updated information is provided, if the revised household income changes the income category for the Wait List Eligible Household but remains under 120 percent of the AMI, the Household will remain 'eligible' ~~and but~~ will be reassigned placed at the 'bottom' to the appropriate of the new income category while retaining their original placement date on the waiting list. ~~and The Wait List Eligible Household will be~~ notified of the change.

Section 43.7 WAITING LIST MAINTENANCE AND NOTIFICATION OF CONTINUED INTEREST. ~~Wait List Eligible Household Applicants~~ on the waiting list ~~shall~~ must confirm their continued interest every ~~two~~ years and maintain that all information ~~is~~ current ~~and timely~~. The Wait List Eligible Household must notify the individual property management office ~~not less than at least~~ five (5) days (but not more than 60 days) ~~before prior to~~ the one two-year anniversary of placement on the waiting list, ~~that the Household wishes to remain on the list (continued interest).~~ Failure to notify the property management office within ~~this~~ time frame will result in removal from the waiting list. The waiting list will be purged annually of Households that no longer meet the applicable requirements. The Wait List Eligible Households will ~~also~~ not be removed from the waiting list for the following reasons unless:

Section 4.7.1 ~~The~~ Household has been on the waiting list for ~~two years more than twelve (12) months without confirming and has not declared~~ its continued interest ~~in the program;~~

Section 4.7.2 ~~The~~ Household fails to respond to a written request for information;

Section 4.7.3 ~~The~~ Household ~~fails to keep the~~ information becomes outdated, current (and therefore makes making it impossible for the ~~property m~~ Management Company to contact the Household);

Section 4.7.4 ~~The~~ Household misses a scheduled appointment without ~~prior notification~~ notifying the property management office to reschedule;

Section 4.7.5 ~~The Household requests in writing or via telephone that the Household's name to~~ be removed from the waiting list;

Section 4.7.6 ~~The Household's income or size has exceeded the limits of the program;~~

Section 4.7.7 ~~The Household fails to disclose any allowable preferences and accommodation needs at the time of interest.~~

Section 4.7.8 ~~The Household has been removed from a Property waiting list during an annual purge of the waiting list.~~

Section 4.7.9 ~~The Applicant has been deemed ineligible previously by the Authority.~~

Section 4.7.10 ~~The Household fail to provide~~ any information or documentation that deems a Wait List Eligible Household to be ineligible (includes the lack of documentation proving eligibility).

Section 4.8 ~~ALL UNITS ARE AFFORDABLE. No~~ Restricted Units will not be ~~intentionally~~ rented to families with income above the moderate income limit as defined ~~herein~~ in this Plan. ~~In the event~~ Restricted Units are no longer required to be affordable, then ~~the Restricted Units that are identified as above moderate income, will be rented~~ those units will be made available on a first come, first served basis regardless of income and family size, at the maximum rent ~~as established set forth by~~ in the Rental Rate Policy. Policies outlined in this of the Plan apply to all Residents regardless of income or family size.

Section 4.9 ~~PREFERENCES.~~ Each Wait List Eligible Household will be placed on the ~~applicable appropriate~~ affordable waiting list ~~according based to~~ on their income category, household size, the Veterans Preference, court order, and any other preference required under state or federal law. ~~Such These~~ preferences must be disclosed at ~~such the~~ time as the Interested Household has completed the ~~interest registration form~~ Waiting List Application or ~~upon when they become eligibility eligible~~ for ~~said such~~ preference, whichever occurs first. An existing Resident that qualifies for an Emergency Transfer, Disabled Person Accommodation, Required Transfer, or Medical Transfer pursuant to Section 3.10.4 ~~shall have priority will be prioritized~~ over a ~~an~~ Waiting List Eligible Household.

Section 4.10 ~~SELECTION FROM THE WAIT LIST UPON UNIT AVAILABILITY.~~ Notwithstanding Section 3.10.4 herein, when a vacancy occurs, a Restricted Unit becomes available after restoration, or a Resident submits a 30 day notice, a Wait List Eligible Household will be selected to apply as an **Applicant** for tenancy in the following manner: first from the appropriate income waiting list that satisfies the property's Income by Unit Allocation, then by household size appropriate for the Restricted Unit in accordance with the Occupancy Standards Policy.

The household income of an Applicant at the time a Restricted Unit becomes available will be used to determine the appropriate income category for the Applicant. If at the time a Restricted Unit becomes available, the Applicant's income is different than the waiting list income category they are selected from, they will be returned to a 'Wait List Eligible Household' status and placed on the appropriate income category waiting list in accordance with the waiting list procedures. The Household will be placed at the 'bottom' of the new income category list and notified of the change.

If there are no Wait List Eligible Households in the appropriate income category for the available Restricted Unit, the next Wait List Eligible Household will be selected from the next lower income category or an income category of need for housing.

Upon being selected to apply for tenancy the Applicant will then be required to complete the application process to determine whether they are a **Qualified Household** under the Plan as more particularly described in Section 4 and 5.

Section 43.10.1 Property Income Composition and Income by Unit Allocation. ~~From time to time t~~The Authority may periodically adjust modify the Resident Income composition of the property ~~so as to ensure that no single income level is overly concentrated a higher percentage of one income level at one in a given P~~property. ~~The Authority will select~~Selection of Residents will be made in a way that promotes a diverse, economically balanced community and by income in a manner to ensure decent, safe and sanitary housing. ~~This process is managed through and create a suitable living environment that fosters economic and social diversity in the Resident body as a whole by preparing an allocation~~ system called for this purpose (Income by Unit Allocation).

Section 43.10.2 Unit Under/Over Utilization. To ~~avoid prevent~~ overcrowding and ~~prevent~~ underutilization of Restricted Units, Households will be selected ~~in accordance~~according with the Occupancy Standards Policy.

Section 43.10.3 Offer and Acceptance of a Restricted Unit. Once an Applicant is deemed a Qualified Household, the Household will be offered an available Restricted Unit appropriate for the household composition. The Qualified Household has an option to accept or decline ~~the Restricted Unit, one time once~~, without ~~any effect~~affecting on itstheir position on the waiting list. A Qualified Household that declines more than one ~~offer, Restricted Unit~~they will be removed from the waiting list, ~~except to the extent the Qualified Household declines due to a~~unless the refusal is based on disability or other ~~reasons legally~~ protected ~~by law~~reasons.

The Authority will ~~take into consideration the needs of the~~ individual Household's needs composition and Fair Housing guidelines when identifying suitable Restricted Units ~~that become available to the selected Household.~~

Upon acceptance ~~of the Restricted Unit~~, the Qualified Household will be notified, by telephone, ~~and~~ email ~~and/or~~ in writing of the anticipated ~~date the Restricted Unit will be available for occupancy~~availability. ~~Upon After~~ acceptanceing of the Restricted Unit ~~by the Qualified Household~~, the Qualified Household will be removed from the waitlist ~~on~~ for all other Authority Communities.

Section 43.10.4 Unit Availability and Transfers. The type of Restricted Unit that becomes available will determine whether the next Wait List Eligible Household is selected or ~~other if~~ special accommodation ~~is~~are made, including transfers for an existing Resident ~~transfer. An~~When a Restricted Unit becomes available, existing Resident that ~~requests and~~ qualifies for an Emergency Transfer, Disabled Person Accommodation, Required Transfer, or Medical Transfer ~~to the available Restricted Unit~~

~~shall~~will have priority over ~~a~~n Waiting List Eligible Household. Emergency Transfers will have first priority when an appropriate Restricted Unit becomes available. If no existing Resident requests and qualifies for an Emergency Transfer when an appropriate Restricted Unit becomes available, Disabled Person Accommodations, Required Transfers and Medical Transfers will have priority in that respective order. Requested Transfers will be added to the bottom of the appropriate waiting list for the requested property unless the request is being considered both by management and the Resident for purposes of mutual benefit to the parties.

43.10.4.a Emergency Transfer: A transfer of an existing Resident that is necessary due to ~~an Emergency Condition~~an urgent, emergency situation.

43.10.4.b Disabled Person Accommodation: A reasonable accommodation ~~made~~in accordance with the Americans with Disabilities Act, Section 503 of the Rehabilitation Act of 1973, the Fair Housing Act or applicable state disability laws.

43.10.4.c Required Transfer: A mandatory transfer ~~that is necessary~~ when a Resident's Restricted Unit ~~is no longer meets suitable in accordance with~~ the Authority's occupancy standards, is undergoing rehabilitation, ~~demolition or is being demolished, construction and Authority required. Required Transfers are mandatory for the Resident and may require alternate options, i.e., transfer to temporary option or permanently to another available Restricted Unit.~~

43.10.4.d Medical Transfer: A transfers ~~that is necessary when a Resident provides due to~~ a verifiable medical reason ~~for such transfer~~.

43.10.4.e Requested Transfers: A transfer ~~that is~~ requested by an existing Resident to avoid/alleviate hardship ~~by, among other things such as,~~ reducing the distance ~~between the Restricted Unit and the Resident to their~~ workplace or any other requested transfer ~~wherein the Resident demonstrates acceptable immediate need for the household~~ at the Authority's discretion. All costs associated with a Restricted requested Transfer ~~will be borne by~~are the responsibility of the Resident.

Emergency Transfers will have first priority when an appropriate Restricted Unit becomes available. If no existing Resident requests and qualifies for an Emergency Transfer when an appropriate Restricted Unit becomes available, Disabled Person Accommodations, Required Transfers and Medical Transfers will have priority in that respective order. Existing residents requesting transfers will be placed at the bottom of the appropriate waiting list, unless management and the resident mutually agree to a transfer beneficial to both parties.

Section 43.11 Conflicts Prohibited. No employee, contractor, subcontractor, or agent of the Authority ~~who involved in~~ formulating policy or ~~who influences~~ decisions with respect to regarding the Properties and programs governed by this Plan, ~~nor any their immediate family members of such person, may, during the period of employment and for~~

~~one year thereafter, apply for or occupy a Restricted Unit within the Properties or obtain any other benefit under the programs governed by this Plan during their employment or for one year after their employment ends.~~ For ~~purposes of~~ this Section ~~3.11~~, “immediate family member” means spouse, domestic partner, ~~cohabitant,~~ child, stepchild, sibling, grandchild, parent, ~~stepparent,~~ mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, great grandparent, brother, sister, half brother, half sister, stepsibling, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or first cousin (that is, a child of an aunt or uncle) and others defined by law.

Section 45. APPLICATIONS AND HOUSEHOLD QUALIFICATION

Once a Wait List Eligible Household is selected as an Applicant in accordance with Section 3, the Applicant must submit a completed application, in ~~the a~~ format acceptable to the Management Company. ~~This application that must~~ includes ~~the all~~ requirements, documentation, verifications, authorizations and certifications ~~required as outlined in by~~ this Section.

Section 54.1 APPLICATION. The completed application will require that the Applicant provide the following:

Section 54.1.1 Contact Information. Current address and contact information for the Applicant.

Section 54.1.2 Income. ~~Income information for a~~All Household members over ~~the age of~~ 18 (except for Live-In Aides), must submit income documentation, which may include but is not limited to tax returns, pay stubs, bank statements, unemployment earnings ~~statements, disability or s~~Social ~~s~~Security or disability earnings statements, and any other ~~Income documentation records requested by~~ the Authority ~~reasonably requests of Applicant.~~ Income from regular cContributions or gifts ~~received from persons outside sources the Household~~ must be documented in an affidavit and (recertified annually) ~~that lists any such contributions or gifts received in the 12 months prior to the submittal of the completed application.~~

5.1.2 (a). ~~Except as provided in subdivision (b), all payments from all sources received by the family head (even if temporarily absent) and each additional member of the family household who is not a minor shall be included in the annual income of a family. Income shall include, but not be limited to:~~

(1) The gross amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses;

(2) The net income from operation of a business or profession or from rental or real or personal property (for this purpose, expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine the net income from a business);

(3) Interest and dividends;

(4) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts;

(5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (but see subdivision (b)(3)).

(6) Public Assistance. If the public assistance payment includes an amount specifically designated for shelter and utilities which is subject to adjustment by the public assistance agency in accordance with the actual cost of shelter and utilities, the amount of public assistance income to be included as income shall consist of:

(A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter and utilities, plus

(B) The maximum amount which the public assistance agency could in fact allow for the family for shelter and utilities.

(7) Periodic and determinable allowances such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;

(8) All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family or spouse (but see subdivision (b)(5)).

Where a family has net family assets in excess of \$5,000, income shall include the actual amount of income, if any, derived from all of the net family assets or 10 percent of the value of all such assets, whichever is greater. For purposes of this section, net family assets means value of equity in real property other than the household's full-time residence, savings, stocks, bonds, and other forms of capital investment. The value of necessary items such as furniture and automobiles shall be excluded.

5.1.2 (b) The following items shall not be considered as income:

(1) Casual, sporadic or irregular gifts;

(2) Amounts which are specifically for or in reimbursement of the cost of medical expenses (including, without limitation funds received as flex benefits from an employer that are actually used for medical expenses);

(3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;

(4) Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books and equipment. Any amounts of such scholarships, or payments to veterans not used for the above purposes of which are available for subsistence are to be included in income;

(5) The special pay to a serviceman head of a family away from home and exposed to hostile fire;

(6) Relocation payments made pursuant to federal, state, or local relocation law;

(7) Foster child care payments;

(8) The value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1964 which is in excess of the amount actually charged the eligible household;

(9) Payments received pursuant to participation in the following volunteer programs under the ACTION Agency:

(10) National Volunteer Antipoverty Programs which include VISTA, Service Learning Programs and Special Volunteer Programs.

(11) National Older American Volunteer Programs for persons aged 60 and over which include Retired Senior Volunteer Programs, Foster Grandparent Program, Older American Community Services Program, and National Volunteer Program to

Assist Small Business Experience, Service Corps of Retired Executive (SCORE) and Active Corps of Executives (ACE).

5.1.2 (c) Proof of Income is required of all occupants over 18 (except for Live-In Aides), this includes but is not limited to: Last three (3) consecutive pay stubs (current & consecutive), Social Security Award Letter (within 60 days), Unemployment Claim Award Letter (current), 2 years Tax returns if self-employed (current), Child support documents (current), County Assistance (Cal-Works, current letter), Retirement Income.

Section 54.1.3 Assets. Asset information for all Household members over the age of 18 (except for Live-In Aides) which includes but is not limited to documentation of any interest in real property other than a primary residence, three (3) months' bank statements for all accounts savings accounts records, and current statements for records of stocks, bonds, crypto currency, CD accounts or money market account, full copy of life insurance policy, and other forms of capital investments.

Section 54.1.4 Affordable Requirements. Necessary documentation to verify affordable criteria has been met by all Household members in accordance with Section 4.3.

Section 54.1.5 Applicant Lease Requirements. Necessary documentation to verify applicant lease requirements have been met by all Household members in accordance with Section 4.2.

Section 54.1.6 Identification. Proof of identification, birth documents for each family member, and a current driver's license, or equivalent, for copying.

Section 54.1.7 Consent/Verification Forms. All Household members over the age of 18 must authorize the Authority, through written authorization or signed consent form, to verify or obtain information regarding Income, Assets, Resident history, conduct background checks (including criminal) and obtain credit reports. All Household members who authorize the release of information or background checks have the right to privacy in accordance with federal law.

Section 54.1.8 Application Fee. Except as provided in that certain Stipulation for Entry of Judgment, Riverside County Superior Court Case No. INDIO 51124, each Applicant and every Household member over 18 years or older shall pay a non-refundable one-time application fee. The Executive Director shall establish the application fee annually concurrently with the annual rental rates as more particularly described in the Rental Rate Policy.

Section 54.1.9 Other Information. Any other information reasonably deemed necessary by the Authority to determine eligibility.

Section 54.2 APPLICANT LEASE REQUIREMENTS. The following lease requirements will apply to all members of Interested Households, Wait List Eligible Households, and Applicants:

Section 54.2.1 Age Requirements. Lease holder(s) must be 18 years or older. All household member(s) 18 years or older (except for Live-In Aides) must sign the lease for the Restricted Unit and comply with all requirements of the Plan.

Section 54.2.2 Income History/Verification. ~~Lease holder(s) must provide proof of income. If the Lease holder(s) are Except for retired persons, Disability Program Participants or other persons or receiving similar governmental assistance, lease holder(s) they must be employed for at least one full year prior to the submitsubmit an award letter. If Lease holder(s) are employed, they must submit at of the completed application and must provide at least one months of pay stubs for income verification. Lease holder(s) that cannot demonstrate at least one full year of employment prior to the submittal of the completed application (and are not exempt from this requirement) must pay an additional security deposit of \$350 for a studio, \$400 for a one-bedroom unit and \$450 for a two-bedroom unit, provided that the total security deposit required from any Applicant shall not exceed the limitations imposed under Civil Code Section 1950.5(c) as amended from time to time.~~

Section 54.2.3 Self-Employment. Lease holder(s) that are self-employed must provide a complete copy of the previous year's personal tax returns, and copies of business and personal bank statements for the six months, and a profit and loss statement prior to the submittal of the completed application.

Section 54.2.4 Lease Income Requirement. ~~Notwithstanding _____ income requirements in Section 4.3.1~~ Lease holder(s), income must have an income of at least 2 ½ times (250 percent) the rental rate for the Restricted Unit at the time of application, but not less than 20 percent of the AMI, ~~in order to be considered for occupancy.~~

Section 54.2.5 Rental History. Must provide 3 years of verifiable rental history. Rental history can be verified by a notarized letter from a prior landlord, proof of payment (i.e., cancelled checks), or similar documentation.

Section 54.2.6 Criminal Background Check. A ~~state and~~ nationwide criminal background check ~~will be conducted is required~~ for ~~allevery~~ Household members over 18, ~~to ensure that Applicants meet~~ (minimum criteria in accordance with Exhibit B). The Authority ~~has enforces~~ a Zero Tolerance Policy for drug-related ~~activity~~ and violent criminal activity (see Exhibit E). Any conviction related to such offenses, or anyfor ~~criminal, violent~~ behavior that threatens Residents' or drug activity is grounds for denial. ~~Applications will also be denied for any activity that could prove to be detrimental to the health and safety and/or right to peaceful enjoyment, will result in application denial of the other Residents.~~

Section 54.3 AFFORDABLE QUALIFICATION REQUIREMENTS. All Households must meet the affordable qualification requirements listed in this Section as well as those lease requirements listed under Section 4.2 in order to become a Qualified Household under this Plan.

Section 54.3.1 Household Income Criteria. Households applying for tenancy in a Restricted Unit must have a Household Income (not including that of Live-in Aides) of not less than 20 percent of the AMI and not more than 120 percent of the AMI.

Household Income will be categorized as very low, low, or moderate pursuant to the definitions applied herein.

Section 54.3.2 No Ownership in Real Property or Mobilehomes. No intended occupant of the Restricted Unit may have owned real property that includes a habitable dwelling unit within the last two years. The only allowable exception is where the Applicant has filed court documents for dissolution of marriage or legal separation. Proof of the court's disposition as to the habitable dwelling unit must be submitted to the Management Company upon receipt by Applicant. Proceeds from the sale of real property will be considered as part of the Household Income pursuant to Title 25.

Section 54.3.3 Certification And Recertification Of Eligibility. Applicants and/or Residents must agree to provide the documentation prior to lease signing and again prior to lease renewal to certify that the Household remains eligible within these guidelines.

Section 54.3.4 Proof Of Income. Proof of Income is required of all occupants over the age of 18 (except for Live-In Aides).

Section 54.3.5 Changes In Income. Applicants and Residents must agree to notify management of any increase or decrease in monthly Household Income in excess of 30 percent.

Section 54.3.6 Primary Residence Requirement. Applicants must agree that the Restricted Unit will be the primary and sole residence of all occupants listed on the lease agreement.

Section 54.3.7 Other Housing Assistance. ~~Any~~ Applicants, Residents, or Households receiving other housing assistance must disclose the source and amount at the time of application or immediately upon ~~receipt of receiving~~ such ~~assistance whichever occurs first~~aid. Resident rent will be adjusted accordingly. Households in this category covered by this Section will follow the same waitlist policies and procedures ~~to be placed on the wait list.~~

Section 54.4 CREDIT CHECKS, BACKGROUND CHECKS, AND DOCUMENTATION VERIFICATIONS. Pursuant to Section 4.1.7, all Household members over the age of 18 are required to sign documents authorizing the Management Company to complete a review of the requirements of this Section. The Management Company is required to follow state and federal regulations when conducting credit checks, background checks, and document verification for prospective Residents. These processes help ensure that applicants meet the eligibility criteria for affordable housing programs, while also maintaining fairness, transparency, and compliance with housing laws.

Section 54.4.1 Applicant Certifications and Verifications:

54.4.1.a _____ Authorization for Release of Information Form. California Consumer Credit Reporting Agencies Act (CCRAA) requires written consent from the applicant before conducting a credit check, and applicants are entitled to receive a copy of the credit report if requested.;

54.4.1.b Application and/or Resident Income Certification; Consideration of Credit History, while the credit report may be reviewed, California law prohibits from automatically denying applicants based solely on poor credit. The credit report should be used as one factor among others, such as income, rental history, and compliance with program requirements.

54.4.1.c Exemptions. Applicants with no credit history or those who have faced economic hardships may be considered on a case-by-case basis, allowing for alternative screening criteria. Certification that all prospective Household members over the age of 18 have read and understand the eligibility requirements in this Plan; HUD defines economic hardship as follows:

5.4.1.c (i) An individual or family with an annual income below 30 percent of median family income for the area.

5.4.1.c (ii) Temporary hardship requires reinstating the minimum rent and offering a reasonable repayment agreement.

5.4.1.c (iii) Long-term hardship suspends the minimum rent until it ends.

5.4.1.c (iv) Financial hardship includes loss of eligibility for federal, state, or local assistance programs.

5.4.1.c (v) Hardship requests must follow specific criteria and procedures.

54.4.1.d Certification and Release of Information. Applicants for a Restricted Unit must provide the following certifications and authorizations to ensure that all information submitted is accurate and complete and to comply with applicable laws and regulations.

5.4.1.d (i) The Applicant must certify Certification that all information provided in the application is true and complete. This includes the responsibility to report any that all changes in Income, and/or Household composition or any other factors that may affect eligibility will be reported. Additionally, the applicant must confirm that all relevant any prior housing assistance has been fully disclosed reported, and that the Restricted Unit will not be a duplicate residence (i.e., not claiming multiple units as primary residence). The Applicant and acknowledges that providing the potential for criminal and administrative actions for false or misleading information could result in criminal and administrative actions, including fines or disqualification from receiving assistance.

54.4.1.e Release of Information for Rental Verification. The Applicant must authorize the release of information from their at current or prior previous landlords to verify rental history, including but not limited to payment history, lease compliance, and rental references. addresses for rental verification(s). This release is necessary for the Management Company to confirm the applicant's qualifications for the Restricted Unit.

4.4.1.f Certification of Child Support Income. ~~The Applicant must certify whether they receive child support Income. If child support is received, the Applicant is required to disclose the total amount of a certification that all Income received from child support has been disclosed. If no child support income is received, the applicant must provide certification to this effect. Any discrepancies or omissions in reporting child support income may affect eligibility or result in corrective actions.;~~

54.4.1.g Certification of Alimony, Family Support, or Additional Deposits. ~~The Applicant must certify whether they or any member of the Household receive that all alimony, family support, or other forms of financial assistance not already disclosed in Income. Any if applicable, any additional sources of Income, including bank deposits or other financial contributions, provided to any member of the Household has been must be disclosed and supplemented with appropriate documentation, when applicable; and (e.g., bank statements, court orders, etc.) must be provided to substantiate the claims. This ensures that all financial resources are considered in determining eligibility.~~

54.4.1.h Other Required Certifications or Verifications. ~~The Applicant agrees to complete aAny other additional certification or verification forms deemed necessary by that the Management Company deems necessary to meet to satisfy a the requirements of this Planthe affordable housing program. This may include documents related to income verification, residency status, or other factors affecting eligibility.~~

Section 54.4.2 Credit Reports/Background Checks. ~~In accordance with Exhibit B, cCredit reports and background checks will be obtained for every familyall Household members aged 18 years or older in accordance with Exhibit Bas part of the eligibility determination process for a Restricted Unit. The information provided thesein such reports will be used to assess the Applicant suitability for housing. in determining eligibility for a Restricted Unit and aAny one or more of the following findings for any of the intended occupants willmay result in the denial of the rental application or continued tenancy.;~~

54.4.2.a Amounts Owed to Government Entities. ~~Any outstanding aAmounts owed to any Public Housing Authority (PHA), or any Federal, State or Local housing assistance programs, may result in the denial of the application. Applicants are required to disclose all prior housing assistance debts, including those owed to any housing authority or assistance program.~~

54.4.2.b Fraud in Connection with Housing Assistance Programs. ~~Any history of Ffraud or misrepresentation in connection withinvolving any Public Housing Authority, or Federal, State, or Local housing assistance programs will result in the denial of the application. This includes instances of providing false information or concealing information related to housing assistance.~~

54.4.2.c Eviction from Agency-Controlled Property. ~~An eviction from any Agency property, Authority property, Public Housing Authority, or property under the control of the by which the Agency, Authority or Public Housing Authority has or had control at the time of tenancy will be considered grounds for denial. This includes any~~

evictions from properties managed or owned by the housing provider or any affiliated authority.

54.4.2.d Eviction from Other Rental Housing. An eviction from any previous rental housing, including private rentals or other public housing, may result in the denial of the application if deemed relevant to the applicant's ability to maintain tenancy.

54.4.2.e Violation of the Authority's Zero Tolerance Policy. Any conviction for activities that would be a violation of the Authority's Zero Tolerance Policy (attached as outlined in Exhibit E) will result in denial. This includes, but is not limited to, violent crimes, drug offenses, or other activities that threaten the safety and well-being of the housing community.

54.4.2.f Sex Offender Registration. Any person who is subject to a lifetime registration requirement under a Federal, State or County sex offenders' registration program will be denied tenancy. Due to the proximity location of Restricted Units to near schools and playgrounds, individuals a person subject to a temporary or permanent registration requirement under such programs for a stated period of time will be denied during such registration period, as required by law.

54.4.2.g Falsification of Identification. Falsification or manipulation of identification documents, which (including but is not limited to the following: birth certificates, government issued identification or documents, identification cards or driver licenses, social security numbers or cards, and any other official documents) will result in the denial of the application. Any attempt to use fraudulent documents will be taken seriously and may lead to legal action.

54.4.2.h Falsification or Concealment of Income or Asset. Applicants who falsification or concealment of Income, Assets or related documentation for the purpose of obtaining housing assistance or qualifying for a Restricted Unit will have their application denied. Full and accurate financial disclosure is required for eligibility.

54.4.2.i False Statements or Omissions During Application Process. Any false statements or willful omissions made at any time point during eligibility, qualification, the application process, eligibility determination, or subsequent leasing and tenancy, with the intent to mislead or for the purpose of obtaining housing assistance fraudulently, will result in the denial of the application and potential criminal actions.

54.4.2.j Outstanding Judgement or Bankruptcy Filings. Any outstanding judgments, or bankruptcy ies filed within two (2) years prior to the submission of the completed application will be considered ineligibility factors. This includes personal or business bankruptcies and any legal judgments that have not been resolved.

Section 54.5 ADDITIONAL DOCUMENT SUBMITTAL. Once After submitting the initial application, has been submitted, any additional documents reasonably required by the Management Company must be submitted provided within ten (10) days from the date of the additional documents were requested. If the Eligible Household is unable to obtain the required documents within the specified this time-frame, a one-time an extension of ten (10) days may be

requested. Failure ~~to submit, of the Applicant to provide, obtain or authorize, or obtain the~~ necessary documentation or background checks ~~within the specified or extended timeframe~~ will ~~result in the denial of~~ ~~be cause for~~ the application ~~to be denied~~. ~~After~~ ~~In the event of~~ a denial pursuant to this Section, the Household ~~would maybe required to~~ contact the Property Manager and request ~~to that it~~ be added to the bottom of the appropriate waiting list as an Interested Household.

Section 54.6 APPLICATION ACCURACY. All information ~~provided~~ in the completed application ~~is required to~~ ~~must~~ be ~~as~~ accurate ~~and complete to the best of the Applicant's knowledge, as possible to prevent any d~~Discrepancies, omissions, or inaccuracies in the application may result in the ~~and/or cause a~~ denial of application ~~or, if discovered later,~~ termination of tenancy. Applicants are advised to carefully review all submitted information to ensure compliance.

Section 54.7 APPLICATION APPROVAL/DENIAL. Upon receipt of a completed application, the Management Company will ~~process the application~~ ~~conduct a thorough review,~~ including verifications of Income, Assets, rental histories, background checks and credit reports. ~~Upon~~ ~~If the Applicant satisfies all the requirements, satisfactory review of all documentation required by this Section,~~ the Applicant will be notified ~~via phone, mail, or email~~ of approval for tenancy ~~via phone, mail or email, (with written confirmation later sent to the Applicant)~~ ~~provided thereafter.~~ ~~At this stage, if the application is approved,~~ the Household ~~shall~~ ~~will~~ be ~~officially~~ deemed a Qualified Household.

If the application is denied, the Applicant ~~shall~~ ~~will~~ receive written notice of ineligibility including ~~specific the~~ reasons for the denial. ~~If~~ ~~the Applicant has the right to~~ ~~disputes~~ the ~~reason for the~~ denial, ~~the Applicant must by~~ responding within ten days of ~~the notices mailing date of the denial.~~ ~~Upon receiving a dispute, if the Applicant does so,~~ the Management Company will conduct an individualized assessment of the Applicant's claims to ensure that (1) the application was evaluated ~~objectively and without bias in a fair, transparent manner,~~ and (2) the denial ~~is~~ ~~was~~ based on ~~correct and verified~~ ~~accurate~~ information.

If the application is denied, the Applicant will receive a **written notice of ineligibility**, including specific reasons for the denial.

Section 56. LEASING POLICIES AND PROCEDURES

The Authority operates the Restricted Units with leasing standards that will ensure the continued success of our affordable programs as well as comply with fair housing laws. The Authority and its representatives, including Management Company personnel, will not discriminate against any person on the basis of race, creed, color, sex, religion, national origin, familial status, sexual orientation, political beliefs, disability, handicap, or any other status that is protected under federal or state law. Prior to admission into a Restricted Unit, all adult Household members that will be residing in the Restricted Unit must sign a lease.

Section 65.1 RESIDENTIAL LEASE AND ADDENDA. Once an Applicant qualifies becomes a Qualified Household, ~~a residential lease will be signed by~~ the Household members listed in Section 5 shall sign a residential lease required under Section 4. The residential lease may include addenda that meetsatisfy the requirements of this Section, and these addenda will be considered ~~a~~ part of the residential lease. ~~No Resident will occupy a A unit may not be occupied without an fully executed residential lease. The lease becomes enforceable. Only after all parties have signed at such time as the lease is fully executed will it become enforceable.~~

The residential lease will include the following information:

Section 65.1.1 Lease Term and Effective Dates. This section outlines the start and Effective end dates or the term of the lease.

Section 65.1.2 Parties to the lease. This section lists all individuals included in the lease, categorized as either (i.e., ~~all occupants listed and designated as~~ adults or minors).

Section 65.1.3 The uUnit location. This section specifies the or apartment number or location of the unit.

Section 65.1.4 The mMaximum occupancy. This section indicates the maximum number of occupants allowed in the units.

Section 65.1.5 LeaseThe Tterms. This section includes esing details such as but not limited to the rental rate, anddue dates due, late chargesfees, returned check charges, payment methods of payments, locations where for submitting rental payments, are accepted, prorations, deposit requirements and allowable uses, cable cost, gate access, utility payment requirements or adjustments, assigned parking space designations and any rent incentives in effectthat may apply.

Section 65.1.6 The policies of the property as updated from time to time, also known as the House Rules and Regulations, which may address – among other things – the following topics:

- Noise _____ Personal property responsibility
- Waterbeds _____ Liabilities
- Housekeeping _____ Crime/drug free housing
- Plumbing _____ Use of patio/balconies
- Damage _____ Appliance agreements

Vehicles and vehicle parking	Satellite dish and/or antennas
Security	Animal Policy
Lockout policy	Absences from the Restricted Unit in excess of three (3) weeks including vacations, military duty, medical
Guest and Visitor occupancies	conditions or to care for a family member not residing at the unit
Amenity Area guidelines	due to serious illness
Apartment condition, alterations, and damages	
Subletting, Assigning, Subleasing	
Unit inspections	

<u>Antenna & Satellite Dish</u>	<u>Maintenance – Fault Repairs</u>
<u>Balconies/Patios/Windows</u>	<u>Modifying the Premises</u>
<u>Cleaning of Bath tub/Blinds & Windows/Carpet/Premises</u>	<u>Mold</u>
<u>Countertops</u>	<u>Moving Out</u>
<u>Community Amenities</u>	<u>Only Place of Residence</u>
<u>Crime Free & Drug Free Housing</u>	<u>Parking</u>
<u>Dress in Public Areas</u>	<u>Peaceful Enjoyment</u>
<u>Earthquake Procedures</u>	<u>Package Delivery</u>
<u>Electric Personal Assistive Mobility Devices (Scooters & Wheelchairs)</u>	<u>Parking</u>
<u>Emergency Information Sheet</u>	<u>Peaceful Enjoyment</u>
<u>Energy and Water Conservation</u>	<u>Plumbing</u>
<u>Fire Procedures</u>	<u>Radios and Television</u>
<u>Garbage Disposal</u>	<u>Pest</u>
<u>Guest and Occupancy</u>	<u>Shopping Carts</u>
<u>Income Recertification</u>	<u>Smoke Detectors/Alarms</u>
<u>Inspections</u>	<u>Smoke-Free Apartment</u>
<u>Insurance</u>	<u>Telephones</u>
<u>Laundry</u>	<u>Use</u>
<u>Light Bulbs</u>	<u>Vacations</u>
<u>Locks and Keys</u>	<u>Waterbeds</u>

Section 6.1.7 Acknowledgment of Rules and Regulations. All Residents and all members of the Household over the age of 18 ~~will be required to~~ must acknowledge receipt of ~~such these~~ rules and regulations.

Section 6.1.8 Violations. The Management Company will notify Residents in writing of any violations of the House Rules, Lease Agreement, or and Regulations and all other violations of the residential lease in writing, and where any other applicable regulations, as required by ~~noticed in accordance with applicable law governing such violations.~~

Section 6.2 RESIDENTIAL LEASE POLICIES AND NOTICES.

Section ~~65.1.72.1~~ ~~The p~~ Policies and regulations regarding notices for vacating notices.

Section ~~65.1.82.2~~ ~~The p~~ Policies with regard ing to condemnation.

Section ~~65.1.92.3~~ ~~The p~~ Policies regarding attorney's fees and costs.

Section ~~65.1.102.4~~ ~~Notice Notification~~ of applicable laws, ~~such as like~~ Megan's Law, ~~and the regulations governing lead-based paint, and mold~~ regulations.

Section ~~65.1.112.5~~ Policies ~~imposed as a part of participating in the Authority's for~~ affordable housing program participation, if applicable ~~(i.e., such as annual recertification requirements)~~.

Section ~~65.1.122.6~~ Policies on maintenance, ~~and entry to~~ Restricted Units access, smoke detector/alarm responsibilities, and definitions of normal wear and tear.

Section ~~65.1.132.7~~ Policies on standard ~~maintenance~~ and emergency maintenance repairs.

Section ~~65.1.142.8~~ Policies on renter's insurance ~~for renters~~ and personal property.

Section ~~65.1.152.9~~ Signatures required of both the Resident(s) (and all members ~~required to sign~~) and Management Company's agent representative.

Section ~~65.23~~ LEASE DEPOSITS. Balance of deposit, move-in prorates and the first full month of rent must be in the form of a money order or cashier's check.

Section ~~65.34~~ LEASE PAYMENTS AND LATE CHARGES. All Rent payments ~~for rent~~ and late fees charges will are to be made paid at thea location stated specified in the residential lease agreement.

Section ~~65.34.1~~ Rent is due on the first day of each month.

Section 65.34.2 Rent is considered late after ~~the close of business on the fifth of each month at~~ 5:00 p.m. PST on the 5th day of each month unless otherwise provided in the lease specified.

Section 65.34.3 Late fees ~~will apply be imposed after~~ at 5:01 p.m. PST on the ~~fifth~~ 5th day of each month.

Section 65.34.4 ~~All payments of rRent and fees must be paid , late charges, attorney's fees, cable or any other payments made to management offices are to be made~~ by personal check (~~so long as there have been if no checks returned for "non-sufficient funds" checks have been issued in the previous three months~~), money order, or cashier's checks directly to the management office. ~~NO CASH PAYMENTS FOR RENT WILL BE ACCEPTED~~ except for a Three (3) Day Pay or Quit payment.

Section 65.34.5 Payments will be accepted only at the location stated outlined in the ~~residential~~ lease, unless otherwise specified notified in writing ~~by the Management Company of an alternate acceptable location~~ at least ten (10) days ~~before prior to the~~ rent due date.

Section 5.45 LEASE ADDENDA IN WRITING. ~~All addenda to leases~~ Any changes or addition to the lease must be in writing and signed by both parties. Oral ~~agreements or~~ modifications will not be ~~enforceable and shall be void unless written and signed by both parties at the time of agreement~~ valid.

Section 65.56 LEASE MODIFICATIONS. ~~Changes to the Lease modifications will may~~ be made to reflect the residential lease form as necessary to accommodate any changes of in the affordable program, ~~clarification to policies or~~ applicable laws or policy clarifications.

Section 65.67 PRE-OCCUPANCY INSPECTION. ~~An Before move-in an~~ authorized representative of the Management Company and an adult ~~member of the Household~~ member will inspect ~~premises the Restricted Unit prior to commencement of occupancy. A and complete a~~ move-in inspection form, indicating the noting the conditions of ~~premises the Restricted Unit~~ will be ~~made~~, signed, and filed in A applicant file.

Section 65.78 RENTAL RATES.

Section 65.78.1 Setting Rental Rates. Rents will be established annually as set forth in the Rental Rate Policy.

Section 65.78.2 Rental Rents Based on Standard Occupancy. ~~Rents al Rents will be established pursuant to follow the~~ California Health and Safety Code Section 50053 guidelines, as it relates to standardized occupancy based on unit size, (e.g., which is one person in the case of a studio unit, two persons in the case of a one-bedroom unit, ~~three persons in the case of a two bedroom unit, four persons in the case~~

~~of a three-bedroom unit, and five persons in the case of a four-bedroom unit, etc.). Actual occupancyes of each unit will be in accordancealign with the Occupancy Standards Policy.~~

Section 65.78.3 Household Rent. Individual Household rent shall be established for a Qualified Household after compilation of all Household members' sources of Incomes, Assets and allowable deductions, and proper notification.

Section 65.89 MAINTENANCE AND ENTRY TO RESTRICTED UNITS.

Section 65.89.1 Inspection. The Management Company or its agent or agents shall be allowed to enter the apartment as provided by state law. Upon 24-hour notice, an authorized representative of the Management Company may enter to inspect the condition of the premises and/or appliances therein. In the event of an emergency, an authorized representative of the Management Company has the right to enter the Restricted Unit without notice.

Section 65.89.2 Service Request. It is the Resident's responsibility to call in all service requests to the property office location. Residents must allow maintenance staff permission to enter the Restricted Unit to perform a maintenance request in the event the Resident is not home or schedule an appointment during the maintenance hours Monday through Friday, between 8:00 a.m. and 5:00 p.m. All service requests will be responded to within a 24-hour period. After hours emergency service is available.

Section 65.910 LEASE RENEWALS. Leases under consideration for renewal by the Management Company must be renewed prior to the stated expiration of the residential lease or the Resident reverts to a month-to-month tenancy at the maximum rental rate for the Restricted Unit.

Leases under consideration for renewal by the Management Company for Residents that were previously deemed a Qualified Household must recertify their eligibility status annually in accordance with Section 6 below.

Section 65.4011 NO SUBLETTING. The leases shall prohibit subleasing of Restricted Units in whole or in part.

Section 65.4112 LIVE-IN AIDES. A Live-In Aide will be allowed, provided he or she is essential to the care and well-being of an elderly or disabled person who resides within a Restricted Unit. The Live-In Aide will be subject to this Plan except where noted and will be required to sign a consent for the purposes of a background check and an affidavit certifying annually that he or she qualifies as a Live-in Aide under Title 24 CFR Section 5.403. The Live-In Aide will also acknowledge acceptance of the terms of occupancy in a Restricted Unit. The addition of a Live-In Aide must not overcrowd the Restricted Unit as prescribed in the Occupancy Standards Policy.

Section 65.1213 ANIMALS. The leases shall require Residents to comply with the Animal Policy (attached as Exhibit D).

Section 6.14 RESIDENTIAL LEASE ENFORCEMENT.

Property Management shall enforce the terms of the Residential Lease as they apply to the eviction policies and procedures.

Section 6.2.2.a Cases involving nonpayment of rent shall be handled as follows:

6.2.2.a (i) Residents having financial problems that affect payment of their rent may be referred to an appropriate social agency for assistance with remedying their problems. Any rent payment workouts resulting from the above will be in writing and signed by the Community Manager and by the resident(s). Such documentation will become part of the resident's permanent file.

6.2.2.a (ii) Notwithstanding the above, residents who do not pay their rents by the fifth day of the month shall receive a three (3) day notice to pay or quit. Such notice shall be in accordance with the appropriate State Code of Civil Procedures. If the notice is not complied with and the Community Manager is unable to work out a suitable rent payment program with the resident, an unlawful detainer action will be filed and the matter will be referred to a professional eviction service or attorney specializing in this area of the law. Once such procedures are initiated, the eviction process should take between thirty (30) and sixty (60), days.

Section 6.2.2.b Cases involving a violation of the Residential Lease or House Rules shall be handled as follows:

Section 6.2.2.b (i) The Community Manager's staff will keep residents advised, through newsletters, reminder posters, or written warning notices, of policies in place at "The Apartments". Management staff will work with residents and enlist the support of service agencies as required to prevent recurrent violations. Evictions will take place as a last resort.

Section 6.2.2.b (iii) Residents shall receive, in person or by U. S. mail, written notice of minor infractions of the Lease and House Rules. The initial notice shall advise residents that such infractions are violations of the Lease and/or House Rules and that upon issuance of the third warning notice for the same violation, management will issue a 60-day notice of Intent to Terminate Tenancy.

Any notice of termination or eviction shall contain a statement of the facts constituting the cause for the termination or eviction and a statement of the resident's rights under the grievance and appeal procedure if applicable.

Section 67. RECERTIFICATION REQUIREMENTS

Section 67.1 REQUIRED ANNUAL RECERTIFICATION. Qualified Households with a current lease will be required to recertify annually to ensure the Household remains a Qualified Household. Failure to recertify will result in the termination of tenancy.

Section 67.1.1 Recertification Appointments. The Management Company will ~~set~~ schedule recertification appointments with the Resident to ~~bring collect in~~ the necessary ~~documentation for~~ Income and Household ~~recertification documentation~~. The ~~Management Company will set the~~ appointments ~~with the Resident will be set~~ in advance of the lease renewal date ~~so as to~~ give provide proper notice ~~to the Residents~~ of any rental rate adjustments. ~~Alf a~~ Resident ~~failsthat does not to~~ provide ~~all the proper required~~ documentation within two weeks ~~from the date~~ of the request, ~~for the documentation by the Management Company will be given they will be~~ notified ~~of that assistance will be~~ discontinu~~edation of assistance~~ and ~~return to the~~ rent will revert to the maximum rental rate ~~for the Restricted Unit~~ at the end of the lease term. Upon the expiration of the residential lease, the Resident will revert to a month-to-month tenancy at the maximum rental rate for the Restricted Unit for a period of not more than six (6) months at which time, with proper Notices having been given, the Resident will vacate.

Section 67.1.2 Recertification Documentation. The Management Company will ~~request require the~~ necessary documentation ~~for the purpose of to~~ recertifying the Household as a Qualified Household, including but not limited to:

67.1.2.a Updated Income documentation for all household members over ~~the age of 18 (except for excluding~~ Live-In Aides), including ~~but not limited to~~ tax returns, pay stubs, bank statements, unemployment ~~earnings~~ statements, and disability ~~or~~ social security ~~earnings~~ statements.

67.1.2.b Updated Assets documentation for all Household members over ~~the age of 18 (except for excluding~~ Live-In Aides), including ~~but not limited to~~ documentation of any interest in real property interests, savings accounts, stocks, bonds, and other ~~forms of capital~~ investments.

67.1.2.c Documentation ~~necessary to~~ verifying that all Household members meet affordable housing criteria ~~as listed in Section 45.3 have been met by all Household members~~.

67.1.2.d Documentation confirming that all Household members meet ~~necessary to verify Applicant~~ lease requirements in Section 45.2.1 through 45.2.6 ~~have been met by all Household members~~.

67.1.2.e ~~All members of the~~ Proof of identification for all Household members must provide proof of identification that complies with (as required in Exhibit B)

~~below for copying.~~

~~67.1.2.f Authorization and/or signed consent forms to allowing the verification or obtain~~ Income, Assets, identification and employment information for all Household members over ~~the age of~~ 18. ~~All Household members who authorize release of information or background checks have the rights to~~ Residents' privacy rights under federal ~~privacy laws~~ apply.

~~67.1.2.g Any other additional documentation information reasonably deemed necessary by the Management Company to determined~~ deems necessary to determine eligibility.

Section 67.1.3 Annual Recertification Confirmation as a Qualified Household. ~~Once Upon receipt of~~ all required recertification documentation ~~required by this Section is received,~~ the Management Company will confirm ~~whether that based on the updated documentation provided by the Household that~~ the Household remains qualified. ~~If a the event the Household Income changes, requires that the Income Category of the Household be changed in either direction, the Management Company will the lease will be adjusted the terms of the new lease to reflect the change in new~~ Income Category. (The Management Company will re-lease Restricted Units according to the Income by Unit Allocation through vacancies to accommodate the change in Household Income during recertification.) ~~In the event that if a Household no longer qualifies, can be deemed a Qualified Household after recertification, the Resident will revert to at they will transition to a~~ month-to-month tenancy at the maximum rental rate for ~~the Restricted Unit for up to a period of not more than~~ six months, ~~at after~~ which time, with proper notices, ~~having been given, the Resident they will be required to vacate, unless limited by other federal, state, local or funding guidelines.~~

Section 67.2 CIRCUMSTANTIAL OR INTERIM RECERTIFICATION. A circumstantial or interim recertification may be ~~required conducted upon submission of appropriate documentation by a Household on a case-by-case basis, when deemed necessary as determined~~ by the Management Company. ~~This Such recertification may initiate a new anniversary date for the revised or amended lease on a case by case basis~~ However, no circumstantial or interim recertification will be conducted within the first twelve (12) months of tenancy. Recertification may occur for This review may occur for either of the following reasons:

Section 67.2.1 Changes in Household Size. ~~Any increase or decrease in Household size. Changes in Household size, if will only be processed if they are anticipated to continue last for 60 days or more days.~~

Section 67.2.2 Change of Household Income. ~~Any increase or decrease in monthly Household Income in excess of 30 percent. Changes in household Income, will only be processed if they an increase or decrease exceeds 30%, and is are anticipated to continue last for 60 or more days.~~

~~Section 67.2.3 Temporary Recertification. Temporary Recertification, may be done on a monthly or quarterly basis upon declaration by a Resident that the Household Income has temporarily such as decreased in Income due to unemployment or disability. Proof of unemployment or disability will be such condition is required.~~

Section 67.3 ANNUAL INSPECTIONS. At least once annually, an inspection will be conducted by the Management Company to verify that the Residents occupying the Restricted Unit have maintained the Restricted Unit in good condition. Such inspections will be by appointment, but may or may not require the Resident to be present.

Section 67.4 FALSE STATEMENTS AND WILLFUL OMISSIONS. False statements or willful omissions made during any recertification process may result in denial of assistance or in the recapture by the Authority of the rental assistance for any period in which the amount of rental assistance was affected by any false statement or willful omission.

Section 78 TERMINATION OF TENANCIES AND MOVE-OUT PROCEDURES

Section 78.1 TERMINATION OF TENANCIES OTHER THAN BY EVICTION. The procedures noted in this Section 7.1 do not apply to evictions.

Section 78.1.1 End of Lease Term. With proper notice, as described in this section, the Management Company or Resident may terminate a tenancy at the expiration of the residential lease without reason or cause.

Section 78.1.2 During a Lease Term. A tenancy may be terminated during a lease term without the termination being deemed an eviction under the following circumstances:

78.1.2.a Death of the sole Resident of a Restricted Unit.

78.1.2.b By abandonment of the premises by the Resident as determined in accordance with Civil Code Section 1951.3.

78.1.2.c By the determination by the Management Company of Resident ineligibility under this Plan.

78.1.2.d By written agreement of both the Management Company and the Resident.

Section 78.1.3 Notices to Vacate for Termination of Tenancies Other Than by Eviction.

78.1.3.a Resident Notices to Vacate. Residents ~~must provide~~ ing 30 days' a written notice to vacate, "Notice of Intent to Vacate", ~~must give 30 days written notice to the Management Company,~~ unless a different time period ~~for such notice~~ is prescribed by Civil Code Section 1946, as amended ~~from time to time~~.

78.1.3.b Management Notices to Vacate. ~~When~~ The Management Company ~~must provide~~ a written notice to vacate, "Notice of Termination of Tenancy", ~~the Management Company must give notice to the Resident~~ in accordance with applicable law.

Section 78.1.4 Move-out Procedures. ~~At such time as a Resident or Management Company provides a~~ When a Notice to Vacate ~~as detailed in this Section is issued,~~ inspections may be requested and will ~~be conducted~~ follow the guidelines in accordance with Civil Code Section 1950.5(f), as amended ~~from time to time~~.

Section 78.1.4.a Notice of Option to Request an Initial Pre-Inspection Request. Residents may request an initial pre-inspection of their Restricted Unit upon providing a written 30-day vacating notice to the Management Company. All pre-

inspections must be requested in writing by the Resident, otherwise the Management Company will not conduct one. The Pre-Inspection provides a 30 day option for Residents to address maintenance or repairs that the Management Company identified as potential repairs or maintenance that will be required at time of move-out.

Section 78.1.4.b Scheduling the Initial—Move-out Inspection. The Management Company will ~~attempt to~~ coordinate with the Resident to schedule the ~~initial—move-out~~ inspection ~~at a mutually agreeable time and date.~~ ~~It will not be scheduled~~no more than two weeks ~~prior~~before to the Resident vacating ~~or the end of the lease date.~~ ~~Scheduling should allow the Resident ample time to perform repairs and/or cleaning identified during the initial inspection and relayed to the Resident.~~ ~~The Management Company will give Residents~~ will be given at least 48 hours' notice ~~of initial inspection.~~

Section 78.1.4.c Opting Out of a PreMove-Out Inspection. If the Resident ~~does~~ opts not to request a ~~premove-out~~ inspection, ~~the Management Company no inspection will not be conducted one performed, but.~~ ~~Upon the Resident vacating,~~ the Restricted Unit will be inspected to determine the ~~work necessary~~ repairs and cleaning ~~to prepare the Restricted Unit to market and re-lease.~~ ~~Residents are strongly encouraged to request an initial inspection.~~

Section 78.1.4.d Inspection Exceptions. The Management Company is not required to perform an ~~initial—move-out~~ inspection if the Resident has been served with an eviction notice ~~stating that the Resident has failed to pay the rent for non-payment, lease violations and a provision of the lease or the rental agreement, materially damaged the property damage, committed nuisance, or used the property for an unlawful use~~purpose.

Section 78.1.4.e Inspection Findings. ~~The Management Company All corrections identified during any pre-inspection or final inspection will be noted and a copy will be provided to the Resident as with~~ an itemized statement ~~specifying~~detailing ~~the any~~ repairs or cleaning needed. ~~that will be the basis for deductions to the security deposit.~~ ~~Deductions cannot be taken for conditions caused by~~will not be made for normal wear and tear ~~during tenancy or previous tenancies, or for cleaning a Restricted Unit that is as clean as it was when the existing Resident moved in.~~

Section 78.1.4.f Final Inspection. A final inspection will be scheduled at ~~the time of~~ move-out to check for. ~~The final inspection will be made to note~~ any remaining items ~~not addressed by the Resident that are still in need~~ing of repair or cleaning.

Section 78.1.4.g Resident Presence. Residents may be present during ~~any of the~~ inspections; ~~however~~though, the inspections may proceed ~~take place in the absence of the Resident~~ if the Resident is not available~~present during the scheduled~~

~~inspection time.~~

~~Section 78.1.5 Maintenance and Repairs Necessary Due to Impending Move-out. Any~~ Corrections identified during ~~an~~ the initial move-out inspection ~~can be addressed and noted on the itemized statement may be corrected~~ by the Resident ~~by performing any required maintenance as permitted during the period following the initial move-out inspection through the termination of the tenancy in order~~ to avoid deductions from the security deposit.

~~Section 7.2 covers eviction policies and reasons~~ Section 78.2 TERMINATION OF TENANCY THROUGH EVICTION. This ~~s~~ Section 7.2 ~~covers eviction policies and reasons~~ outlines the grounds and process for ~~commencing eviction proceedings.~~

Section 78.2.1 Reasons for Eviction.

~~Section 78.2.1.a Violations of the Lease. Lease~~ Violations ~~of any of the lease terms may result in termination of the lease and eviction. These includ~~ ing but are not limited to, ~~those outlined in violations of the Authority's Zero Tolerance Policy (attached as Exhibit E),~~ unlawful use of the Restricted Unit ~~for unlawful purposes, destruction or waste of the Restricted Unit~~ Property damage, disruptions of ~~the peaceful enjoyment of other residents'~~ peaceful enjoyment, ~~in the community, and any condition caused by the Resident which constitutes a nuisance or jeopardizes the health and safety~~ risks ~~of the Resident or other residents of the community.~~

~~Section 78.2.1.b Non-Payment of Rent. Failure to pay rent may result in Non-payment of rent is grounds for termination of the lease and eviction. Processes for non-payment of rent and the procedures for filing an unlawful detainer will follow the procedures as outlined in the California Code of Civil Procedures and the California Civil Code.~~

~~Section 78.2.1.c Misrepresentation of Eligibility Under the Plan. False statements or willful omissions related to eligibility made for the purposes of obtaining or retaining a Restricted Unit may result in termination of the lease and eviction.~~

Section 78.2.2 Eviction Process.

~~Section 78.2.2.a Eviction Notice. Once it has been determined that t~~ The Management Company will ~~proceed with~~ serve an eviction ~~notice in , the Management Company will serve the Resident with a notice to vacate the Restricted Unit within the time period provided under~~ in accordance with California law.

~~Section 78.2.2.b Verification of Occupancy. After the Resident's~~ If the Eviction Notice expires, ~~and the Resident has not vacated, the~~ Management Company

will ~~attempt to~~ verify occupancy. If the Restricted Unit is still occupied, ~~and no arrangements have been made to vacate, proceedings for a court ordered eviction proceedings will commence~~begin. If the Resident has vacated, but owes money, ~~has an outstanding balance due for the tenancy or unit repairs and the security deposit is insufficient to cover such costs,~~ the Management Company will take legal action to recover ~~attempt to collect~~ the balance due and ~~may use any remedies available including court action~~. In the event there are sufficient monies available within the security deposit to cover any amounts due from the Resident, the deductions and/or refunds shall be made to the security deposit in accordance with Civil Code Section 1950.5 as amended ~~from time to time~~.

Section 78.2.2.c Unlawful Detainer. If necessary, the Management Company will file ~~An~~ unlawful detainer action ~~may be filed with the superior in court, in accordance with California law. This provides~~allowing the Resident the ~~right to pursue a court hearing regarding the merits and legality of~~ opportunity to contest the eviction.

Section 78.3 REFUND OF SECURITY DEPOSIT. Security deposit refunds will be processed in accordance with Civil Code Section 1950.5 as amended from time to time.

Section 78.3.1 Notification of Itemized Security Deposit Disposition. After inspection and assessment of the conditions of the vacated Restricted Unit, and after all necessary cleaning and repairs have been performed, the Management Company will notify the Resident of the security deposit disposition within 21 days. The Management Company will mail or deliver a copy of an itemized statement indicating the detailed charges against the security received and the amount to be refunded, if any. Attached to the itemized statement to the Resident shall be copies of invoices and charges incurred in order to clean or repair the Restricted Unit.

Section 78.3.2 Resident's Entitlement to Security Deposit. If Resident is not notified as to the disposition of the security deposit within the required notification period in Section ~~78~~.3.1, the Resident shall be entitled to 100 percent of the original security deposit amount.

Section 89 GRIEVANCE PROCESS

Section 89.1 GRIEVANCE APPLICABILITY. This Grievance process shall be applicable to all Applicants and Residents of the Authority. Grievances that may be considered under this process will include actions related to the Resident's tenancy, but does not apply to non-payment of rent and the other matters governed by Section 78.2. Under no circumstance may a Grievance be filed after issuance of any notice in accordance with Section 87.2.2. A copy of this process shall be provided to all Residents prior to occupancy of the Restricted Unit, and shall be provided to any Applicant upon request.

Section 89.2 GRIEVANCES PROCEDURES. ~~All Applicants and Residents (hereinafter "Complainant") shall attempt to resolve disputes and complaints directly with the Property Manager before seeking the following remedies outlined in this process. If an Applicant or Resident perceives any representative of the management to have engaged in discriminatory behavior concerning lease requirements, disability status, accommodation requests, application processing, management policies, resulting in an adverse impact on the complainant's rights, the initial recourse is to engage in an informal discussion of the incident between the complainant and the management. Regular and transparent communication between the manager and residents or applicants is the optimal approach to prevent misunderstandings and foster mutual respect. In the event that an amicable resolution is not achieved through informal discussion, the following steps should be pursued:~~

Section 89.2.1 Informal Grievance Review. ~~Any Grievance shall be presented to the Property Manager either orally or in writing, within 30 calendar days after the Grievance arose so that the Grievance may be discussed informally and hopefully resolved. The goal of the informal review is to settle the problem without the need for a formal review. If the resident or applicant has a complaint and requests a review, they will first have an informal review with the Property Manager or Regional Manager of Property Manager.~~

9.2.1.a The Resident or Applicant must personally present their grievance, either orally or in writing, to Property Manager's management office so that management may discuss the grievance with them informally. While they can present their grievance orally, it is better to state the grievance in writing. The grievance must specify both the specific ground(s) for the grievance and the action or relief sought.

9.2.1.b The resident or applicant must present their grievance within a reasonable time, not to exceed ten (10) working days following the incident or action upon which the grievance or dispute is based.

9.2.1.c Once requested, an informal review will be held between the resident or applicant and management within five (5) working days following management's receipt of the request.

Section 9.2.2 Procedures for Appeal and Grievance. Resident complaints shall be processed according to the Grievance and Appeal Procedure if applicable. This procedure allows for both informal and formal hearings, while not waiving the rights of the resident, Owner, Property Management or the Housing Authority to any judicial resolution of the matter.

Section 9.2.3 Grievance Process. Once the Property has received a grievance, within ten (10) business days the Management Company shall:

9.4.1 Review the grievance and any supporting information.

9.4.2 Provide information on how the individual who filed the grievance and/or their representative can see and copy their file and any records related to the grievance.

9.4.3 Schedule a meeting between the individual who filed the grievance and/or their representative and a management agent who was not involved in the original action/decision so that they can review it. At the meeting,

9.4.4 Provided an opportunity to present evidence and witnesses.

9.4.5 Residents have the right to be represented or accompanied by a person of their choice at the meeting.

9.4.6 Once the meeting has occurred, within five (5) business days Property Management shall: Make a written determination on the issue, which states the reason for the decision and the evidence relied on in making the decision.

~~8.2.1.a The Property Manager shall meet with the Complainant within 24 hours, if possible, at which time the Complainant may present oral and written evidence or documentation. Within five business days, the Property Manager will prepare a written summary of this discussion, the Property Manager's decision, the reasons for that decision, and any steps that will need to be taken to resolve the Grievance. A copy of the Property Manager's summary will be provided to the Complainant, and a copy will be filed in the Complainant's file.~~

~~8.2.1.b If the Complainant is not satisfied with the Property Manager's decision, the Complainant must submit a written appeal to the Property Manager within 14 calendar days of receipt of the Property Manager's decision. The Management Company's Certification Specialist or his or her designee shall meet with the Complainant within seven business days of receiving the appeal, at which time the Complainant may present oral and written evidence or documentation. Summary of the Certification Specialist's decision and the reasons therefor will be put in writing within five business days, and a copy shall be provided to the Complainant and a copy filed in the Complainant's file.~~

~~8.2.1.c If the Complainant is not satisfied with the Certification Specialist's decision, the Complainant must submit a written appeal to the Property Manager within 14 calendar days after receipt of the Certification Specialist's decision. The Management Company's Regional Vice President or his or her designee shall meet~~

~~with the Complainant within 14 business days of receiving the appeal, at which time the Complainant may present oral and written evidence or documentation. Summary of the Regional Vice President's decision and the reasons therefor will be put in writing within 14 calendar days, and a copy shall be provided to the Complainant and a copy filed in the Complainant's file.~~

~~8.2.1.d If the Complainant is not satisfied with the Regional Vice President's decision, the Complainant must submit a written appeal to the Property Manager within 14 calendar days of receipt of the Regional Vice President's decision. The Management Company's Corporate Officer or his or her designee shall confer via telephone or other acceptable communication form (i.e., e-mail, written letter) with the Complainant within 21 business days of receiving the appeal, at which time the Complainant may present oral or written evidence or documentation. Summary of the Corporate Officer's decision and the reasons therefor will be put in writing within 21 business days, and a copy shall be provided to the Complainant and a copy filed in the Complainant's file.~~

~~Section 8.2.2 Informal Hearing. If the Complainant is not satisfied with the Corporate Officer's decision, the Complainant must submit a written request for informal hearing to the Property Manager within ten calendar days of receipt of the decision from the Corporate Officer, at which time the Management Company will arrange for an impartial, third party arbitration service to hear the matter within 30 business days. The Complainant will be afforded due process safeguards as prescribed by applicable law, including but not limited to the rights to present oral and written evidence and to be represented by an attorney (note: such attorney would be retained at the Complainant's expense). A summary of the arbitration service's decision will be provided to Complainant and a copy to the Authority, which copy shall be filed in the Complainant's file. This decision is final and concludes the Grievance process. An arbitration service that conducts an informal hearing pursuant to this Section 8.2.2 shall not participate in another hearing arranged by the Management Company or Authority for three years following completion of its informal hearing.~~

EXHIBIT A

PALM DESERT HOUSING AUTHORITY PROPERTIES

MULTI-FAMILY APARTMENTS

	Project	No. Units	Telephone
1	CALIFORNIA VILLAS 77-107 California Avenue	141	(760) 345-0452
2	DESERT POINTE 43-805 Monterey Avenue	64	(760) 340-6945
3	LAGUNA PALMS 73-875 Santa Rosa	48	(760) 836-1455
4	NEIGHBORS 73-535 Santa Rosa Way	24	(760) 340-6945
5	ONE QUAIL PLACE 72-600 Fred Waring Drive	384	(760) 568-9835
6	PALM VILLAGE APARTMENTS 73-650 Santa Rosa Way	36	(760) 836-1455
7	TAOS PALMS 44-830 Las Palmas Avenue	16	(760) 340-6945
8	SANTA ROSA APARTMENTS 73-625 Santa Rosa Way	20	(760) 836-1455

SENIOR APARTMENTS

9	CANDLEWOOD 74000-74002 Shadow Mountain Drive	30	(760) 568-3640
10	CARLOS ORTEGA VILLAS 77-915 Avenue of the States	73	(760) 345-1500
11	CATALINA GARDENS 73-600 Catalina Way	72	(760) 568-3640
12	LA ROCCA VILLAS 42-135 Golden Eagle Lane	27	(760) 773-9040
13	LAS SERENAS 73-315 Country Club Drive Desert	150	(760) 773-9040
14	THE PUEBLOS 73-695 Santa Rosa Way	15	(760) 568-3640
15	SAGECREST SENIOR 73-811 Santa Rosa Way	14	(760) 568-3640

EXHIBIT B

NON-EXCLUSIVE LIST OF REQUIRED AND PERMISSIVE BACKGROUND CHECK INFORMATION BY TYPE OF FUNDING

SOURCE OF INFO	INFORMATION	FEDERAL FUNDS INVOLVED		FEDERAL FUNDS NOT INVOLVED	
		INVESTIGATION	DISCLOSURE & CONSENT	INVESTIGATION	DISCLOSURE & CONSENT
Law enforcement agencies	Illegal Drug Use	Required	Housing Auth. must require & applicant must consent	May obtain	Must notify applicant, if basis for denial
	Drug Use that Interferes with Health & Safety of Others	Required	Housing Auth. must require & applicant must consent	May obtain	Must notify applicant, if basis for denial
	Sex Offenses	Required	Housing Auth. must require & applicant must consent	May obtain	Must notify applicant, if basis for denial
	"Serious" crimes <ul style="list-style-type: none"> • murder, mayhem, rape, burglary • hate crimes • offenses re firearms / explosives • felonies involving drugs, alcohol • domestic violence 	May obtain	Must notify applicant, if basis for denial	May obtain	Must notify applicant, if basis for denial
	Juvenile Records	Prohibited	N/A	Prohibited	N/A
	Arrests Not Resulting in Conviction	Prohibited	N/A	Prohibited	N/A
State / Federal Government	Social Security Numbers	Required	Housing Auth. must require & applicant must consent	May Obtain	Application must indicate disclosure is voluntary
	Citizenship / Residency Info	Required	Housing Auth. must require & applicant must consent	Prohibited	N/A. But, if Housing Auth. Has unsolicited evidence that applicant is undocumented, it must reject the application
	Income / family composition & tax info, to verify eligibility	Required	Housing Auth. must require &	Required	Housing Auth. must require &

SOURCE OF INFO	INFORMATION	FEDERAL FUNDS INVOLVED		FEDERAL FUNDS NOT INVOLVED	
		INVESTIGATION	DISCLOSURE & CONSENT	INVESTIGATION	DISCLOSURE & CONSENT
			applicant must consent		applicant must consent
Credit Agencies	<i>Investigative Consumer Report</i> <ul style="list-style-type: none"> • Credit History • Character • Reputation • Personal characteristics • Mode of living 	May Obtain	Housing Authority must notify applicant	May Obtain	Housing Authority must notify applicant
	<ul style="list-style-type: none"> • Convictions • Civil Actions • Tax Liens • Outstanding Judgments 	May Obtain, but only if credit agency has verified info within	Housing Authority must notify applicant	May Obtain, but only if credit agency has verified info within	Housing Authority must notify applicant
	<ul style="list-style-type: none"> • Bankruptcies more than 10y prior • Civil judgments more than 7y old 	Prohibited	N/A	Prohibited	N/A
Public Records Obtained From Other Sources; Interviews with Neighbors, Friends & Associates	<i>Relevant background information</i> <ul style="list-style-type: none"> • Creditworthiness • Credit standing • Credit capacity • Civil actions • Convictions • Tax Liens • Outstanding Judgments • Character • General Reputation • Personal characteristics • Mode of Living 	May Obtain	Must notify applicant, if basis for denial. Consent recommended.	May Obtain	Must notify applicant, if basis for denial. Consent recommended.

In addition to credit reporting agencies, background check information may be obtained from ~~Westlaw, Lexis, DataQuick, Merlin, Choice Point~~CIC, and similar reputable resources.

EXHIBIT C

[RESERVED]

EXHIBIT D

ANIMAL POLICY

Section 1 Definitions

For purposes of this Animal Policy, the following terms shall have the meanings provided in this Section:

Section 1.1. Assistance Animal – shall mean an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance Animals perform many disability-related functions, including but not limited to, guiding individuals who are blind or have low vision, alerting individuals who are deaf or hard of hearing to sounds, providing protection or rescue assistance, pulling a wheelchair, fetching items, alerting persons to impending seizures, or providing emotional support to persons with disabilities who have a disability-related need for such support. Notwithstanding the preceding definition, the companion animal of an Elderly Household shall also qualify as an Assistance Animal.

Section 1.2. Owner – shall mean the person with primary responsibility for the care of a Assistance Animal or Service Animal.

Section 1.3. Service Animal – shall mean any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not Service Animals for the purposes of this definition. The work or tasks performed by a Service Animal must be directly related to the individual's disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition.

Section 1.4 Pets – shall mean a domesticated cat, dog, bird, or fish which are traditionally kept in the household for pleasure rather than for commercial purposes. Animals prohibited as Pets include but are not limited to reptiles, rodents, rabbits, turtles, insects, snakes, monkeys, primates, farm animals, wild or exotic animals, endangered species.

Section 2 Permitted Animals

Section 2.1. Households are allowed to keep Pets, Assistance Animals or Service Animals in their Restricted Unit in accordance with this Animal Policy, subject to the following

restrictions Landlord grants Resident permission to keep the following pets on the condition that Resident complies with the following rules and regulations. Only the pet(s) described and authorized on pet lease addendum are allowed. Landlord must approve any additional or other pets:

1. No more than one cat or one dog shall be allowed in a Restricted Unit, except as otherwise permitted by the Management Company;
2. No more than two birds shall be allowed in a Restricted Unit;
3. Fish aquariums must not exceed 15 gallons of water;
4. An animal cannot be kept on the premises if it has a venomous bite; and
5. An animal cannot be kept on the premises if it has previously bitten anyone, unless (1) the bite occurred while working as a police or military dog, or (2) the bite victim was partly or wholly at fault for the bite.

Section 2.2. All Pets, Assistance Animals and Service Animals must wear a harness, lease or tether when outside of the Restricted Unit unless such equipment would interfere with the Assistance Animal or Service Animal's safe, effective performance of work or tasks, in which case the Assistance Animal or Service Animal must be otherwise under the Resident's control (e.g., voice control, signals, or other effective means).

Section 3 Required Fees and Payments

Section 3.1. The Resident will be responsible for all reasonable expenses directly related to the presence of the animal on the premises, including the cost of repairs and replacement in the Restricted Unit, and the cost of animal care facilities if needed. These charges are due and payable within 30 days of written notification.

Section 3.2. The Resident will not be charged a deposit for any Assistance Animal or Service Animal, but the Resident is liable for any damage caused by that animal. An addition to the Security Deposit of \$300.00 will be required for each pet. However, the Resident's liability for damage caused by the pet is not limited to the amount of Security Deposit and the Resident will, therefore be required to reimburse Property Manager for damages that exceed such the Security Deposit. Any unit occupied by a pet may require fumigation upon Resident vacating. Should fumigation be required, any applicable fees/charges will be deducted from the Security Deposit.

Section 3.3. All animals shall be spayed or neutered and licensed, if applicable. If an animal is not spayed or neutered and has offspring, the Household is in violation of this rule.

Section 4 Sanitation Standards

Section 4.1. Any animal waste deposited must be removed immediately by the animal's Owner. Residents will take adequate precautions to eliminate any animal odors within or around the Restricted Unit and maintain the Restricted Unit in a sanitary condition at all times. If the Resident fails to comply with this section, the Management Company shall issue a written complaint directing the Resident to eliminate the unsanitary condition(s) in or around the Restricted Unit. If the Resident fails to eliminate the unsanitary condition(s) within 24 hours of

receipt of the complaint, the Management Company reserves the right to take any actions necessary to eliminate the unsanitary condition(s) and charge the Resident for any reasonable expenses related to such cleanup.

Section 4.2. All animals are to be fed inside the Restricted Unit. Feeding is not allowed on porches, sidewalks, patios or other outside area.

Section 5 Potential Problems and Solutions

Section 5.1. Residents will not permit any disturbances by their animal(s) that interferes with the quiet enjoyment of other Residents, whether by loud barking, howling, biting, scratching, chirping or other aggressive or disruptive behavior.

Section 5.2. The Management Company may enter the Resident’s Restricted Unit to inspect the premises with notice appropriate to the circumstances, to investigate a complaint that there is a violation, and/or to check on a nuisance or threat to health and safety of other Residents.

Section 5.3. If an animal is threatened by the incapacitation or death of the Owner (or by extreme negligence), the Authority may place the animal in a proper facility for up to 30 days at the Owner’s expense. If there is no other solution at the end of 30 days, the Authority may donate the animal to a humane society. Cost of this professional care will be borne by the Owner.

~~Section 5.4. Animals, except for Assistance Animals and Service Animals, are not allowed on the premises, unless the Owner of such animal(s) is granted a written waiver of this prohibition and other applicable provisions of this Animal Policy by the Management Company.~~

Section 5.45. Violation of this Animal Policy by a Resident is subject to:

1. Lease termination proceedings; or
2. Any other penalty determined by the Management Company to be appropriate under the circumstances.

Section 6 Indemnification by Owner

Section 6.1. The Resident shall indemnify, defend and hold harmless the Authority, the Successor Agency and the City from and against any and all claims, actions suits, judgments and demands brought about by actions or damages caused by any Assistance Animal or Service Animal kept by the Resident in accordance with this Animal Policy. Any injury or damage to persons or property caused by the Resident’s animal(s) shall be the liability of said Resident. At the Resident’s discretion and expense, the Resident is responsible for securing liability insurance for such purpose.

This policy is incorporated by reference into the Lease Agreement signed by the Resident, and therefore, violation of the above policy will be grounds for termination of the lease.

Acknowledgement by Resident

Date

Resident Printed Name

Authority Property and Apartment No.

EXHIBIT E

Housing Authority Zero Tolerance Policy

PURPOSE

~~It is the policy of the~~ Authority is committed to maintaining a safe, secure, and peaceful living environment that prohibited criminal activity will not be tolerated. ~~To that end,~~ “Prohibited criminal activity” includes violent ~~and/or~~ drug-related criminal activity, or any ~~conductor~~ criminal activity that threatens the health, safety or ~~right to~~ peaceful enjoyment of other Residents or ~~others~~ individuals in the ~~immediate~~ vicinity ~~in any housing property and/or program administered by of the~~ Authority ~~managed properties and program, will not be tolerated.~~ A copy of this Zero Tolerance Policy ~~shall~~ will be provided ~~made available~~ to all Applicants and Residents in Authority-administered programs.

POLICY

The Authority will ~~foster crime-free housing by implementing a crime-free housing aggressive strategies that will reflect~~ with a zero tolerance approach toward ~~of~~ prohibited criminal activities, ~~by enforcing~~ The following actions will be enforced:

1. ~~Deny or Terminate Assistance to a~~ Any Household containing a member ~~that~~ who is currently engaged ~~in~~, or has engaged within during a reasonable time ~~period before~~ applying (as determined by the Authority) in, the criminal activity listed below will have assistance denied or terminated. This includes:
 - (a) drug-related criminal activity;
 - (b) violent criminal activity;
 - ~~(c) other~~ criminal activity that ~~would threaten~~ endangers the health, safety, or ~~right to~~ peaceful enjoyment of ~~the premises or others~~ Residents; ~~or~~
 1. ~~(d) other~~ criminal activity that ~~would threaten~~ ing the health or safety of ~~any~~ Authority employee, contractor ~~subcontractor~~ or agents ~~of the Authority.~~
2. Application Denial: Applications will ~~also~~ be denied for any behavior other activity that could prove to be detrimental to the health, ~~and~~ safety, or ~~right to~~ peaceful enjoyment of ~~the~~ other Residents.
3. Background Checks. ~~Conduct a state and nationwide~~ A criminal background check will be conducted for every Household member over the age of 18, ~~to disclose any criminal background information.~~ Any criminal convictions for criminal, particularly involving violence ~~behavior or drug related offenses, activity~~ during a reasonable period prior to the application time before applying (as determined by the Authority) may result in a ~~be~~ grounds for denial.
4. Resident Responsibility. ~~Alert~~ Residents will be reminded of their responsibility residing in the Authority owned housing properties about their obligation to keep their Restricted Units free from prohibited criminal activity.
5. Lease Addendum. ~~Incorporate an addendum to a~~ All leases will that includes an addendum outlining grounds for termination of tenancy due to criminal activity.
6. Management Guidelines. ~~Provide m~~ Management will follow established with required guidelines for screening Applicants, potential and existing Residents, inspecting the premises of the properties, and taking action against Residents engaged involved in criminal activity, fraud, or any nuisances.

7. ~~Collaboration with Law Enforcement. The Authority will w~~Work ~~collaboratively-closely~~ with law enforcement agencies to ~~assist-support in~~ the enforcement of the Zero Tolerance Policy, ~~and addressas well as~~ crime patterns and other ~~potential problems~~safety concerns.

Acknowledgement by Resident

Date

Resident Printed Name

Authority Property and Apartment No.

EXHIBIT F**HOUSING AUTHORITY PROPERTIES RESIDENT SERVICES BUILDINGS*****“HOUSE RULES”*****GROUP USE PRIORITIES**

Permission for use of the Resident Services Buildings at any of the Palm Desert Housing Authority (“Authority”) Communities shall be granted to the following on a first-come/first-served basis, subject to the following priorities.

1. Authority Community Leasing Office Activities or Meetings.
2. Authority Community Residents Activities and Programs organized or approved by the Property Manager (may include daily routine activities).
3. City of Palm Desert, Successor Agency to the Palm Desert Redevelopment Agency, and Authority meetings or activities.

RESIDENT SERVICES BUILDINGS

HOUSE RULES

1. Operations Hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except City observed Holidays which are as follows: New Year's Day, New Year's Eve, Martin Luther King Jr. Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, and Christmas Eve. The Executive Director, at his/her discretion, may authorize alternate operating hours from time to time with the proper facility supervision.
2. Conduct. ~~No disorderly or illegal conduct behavior shall be is permitted~~ prohibited during any activities or programs ~~offered in or during the use of in~~ the Resident Services Buildings.
3. Smoking. Smoking is ~~prohibited~~ not allowed inside the Resident Services Buildings and within 40 feet of ~~all any~~ entrances or exits, or as prescribed by state, or local law.
4. Animals. ~~Only a~~ Animals, ~~other than those~~ authorized under the Animal Policy, are ~~not~~ permitted on the Resident Services Buildings property.
5. Food & Drink. No food or drink is allowed inside the Resident Services Buildings building except during organized events or functions.
6. Alcohol & Substance. ~~No a~~ Alcoholic beverages ~~and/or~~ controlled substances are strictly prohibited ~~of any kind are permitted~~ on the Resident Services Buildings property.
7. Lost or Stolen Items. The Resident Services Buildings is not responsible for any lost or stolen items. It is strongly recommended ~~that items not to bring~~ of valuable ~~se not be brought~~ into the building or on the premises.
8. Respect for Residents. Access to the Resident Services Building involves ~~is such that Residents and attendees will be~~ walking through residential communities ~~areas.~~ Be Courteous ~~considerate for of~~ the quiet enjoyment of the surrounding Residents ~~should be considered~~ at all times.
9. Approval for Equipment & Services. ~~Prior w~~ Written approval ~~is required~~ from the Manager is required for any equipment and or services brought into the building that are not directly and not directly provided by the Resident Services Buildings.

10. Children and Youth Supervision. All ~~e~~Children under ~~the age of~~ 10 must be accompanied by an adult ~~over the age of (18 or older).~~ *Note: ~~accompany means~~ within close proximity (within arm's-distance). ~~For~~ Youth organizations (ages 11-18), ~~there must be have~~ one adult ~~for every~~ five minors in attendance, ~~and the adult(s) must who shall~~ remain in the Resident Services Buildings for the ~~duration entire of the~~ activity.
11. The Resident Services Buildings is ~~provided offered~~ for gatherings and events in an ~~“as is”~~ its current condition. ~~“As is” means that the facility u~~Users ~~may must~~ not ~~alter remove or displace~~ the setup of the facility by moving or removing any ~~provided~~ furniture and/or ~~other~~ fixtures (e.g. such as tables, chairs, etc.). ~~Similarly, no~~ ~~(collectively “fixtures”)~~ or add or bring in additional fixtures ~~may be brought in or added.~~ ~~not already provided,~~ and therefore such fixtures ~~must stay in the same location as originally provided by the Manager;~~ ~~d~~Decorations on walls, tables and other ~~surfaces must remain as originally placed and cannot be altered or~~ locations, ~~may not be removed, displaced or covered up in any way.~~ If there are any questions regarding this ~~rule~~guidelines, please contact the Manager ~~prior to use of the facility before the event.~~ The Manager ~~has reserves~~ the right to inspect the Resident Services Buildings ~~while in during~~ use to ensure compliance ~~with this provision.~~ Failure to ~~comply follow these rules may result in with this provision, the event is subject to~~ immediate cancellation ~~or/~~ revocation ~~at the discretion of the event at the~~ Manager's discretion.
12. ~~The use of T~~tape, nails, tacks, putty, screws, staples, decals, powders, wax, paint, ~~or any other similar material etc., are not permitted is prohibited in/~~on the walls, floors, ceilings or fixtures. ~~Throwing R~~rice, birdseed, confetti, glitter ~~and or~~ similar ~~materials substances may not be thrown~~ inside or outside the ~~facility building is also prohibited.~~ ~~No s~~Smoke ~~or /~~fog machines are ~~not allowed to be used.~~ Music devices may be ~~permitted acceptable, however, with~~ prior written approval from the Manager ~~is required.~~
13. All facility users ~~of the facility shall must~~ be aware of ~~and adhere to~~ the maximum occupancy limits of the Resident Service Building. ~~These limits and enforce that it is not be~~ exceeded. Doors must remain unlocked during event hours ~~of use.~~
14. In addition to these ~~se~~ House Rules ~~and regulations governing the use of the Resident Services Buildings,~~ all users ~~shall also must~~ comply with any applicable ~~local~~ ordinances of the City of Palm Desert, ~~as well as and~~ state and federal laws. Any ~~user who failsure~~ to comply with ~~said rules these regulations~~ may ~~be may result in the user being~~ prohibited from ~~entering the premises accessing the Resident Service Building.~~
15. ~~Facility u~~Users ~~of the facility are prohibited may not listing~~ the City of Palm Desert, the Successor Agency, or the Authority as a sponsor ~~s of the activity for~~

~~any event or activities~~, and may not ~~include list~~ the Resident Services Buildings phone number as ~~thea~~ contact in any ~~written promotional materials associated with any event~~. The Manager may request ~~estire~~ copies of ~~all any~~ promotional materials ~~used in conjunction with the use of the facility related to an event or activities~~. Failure to comply with such a request ~~s~~ may result in ~~the~~ cancellation of the event.

16. Parking is not available on-site. All facility users will be required to make their own provision for parking.

17. ~~All users of f~~Facility ~~users are shall be~~ responsible for cleaning up after each ~~meetingevent or activities~~. Tables and chairs must be wiped clean ~~after any eventbefore leaving the premises~~.

18. The City of Palm Desert, the Successor Agency, and the Authority assume no legal responsibility and are not liable for personal injuries, thefts or losses of private property while on or using the Resident Services Buildings and associated facilities.

19. ~~All f~~Facilities and equipment ~~are to be left in the samemust be returned to their original~~ condition ~~as they were prior to the eventfollowing use~~.

~~20. Any v~~violation of ~~any of these rules by any user~~ during occupancy ~~may result shall be sufficient cause for in the denying furtherfuture~~ use of the Resident Services Buildings ~~facility toby~~ the organization.

~~21. These House Rules are issued for specific use of the facility and for specific hours and the premises must be vacated as scheduled.~~

~~221.~~ Failure to ~~observe anycomply with these~~ rules, ~~local ordinances, or regulations, and ordinances~~ of the City of Palm Desert may ~~be sufficient cause formay result in the denying furtherof future useaccess ofto~~ the Resident Services Buildings facility.

~~23. 22.~~ Any incidents of ~~F~~fightings, vandalism or ~~unacceptable inappropriat~~e behavior ~~occurring during an event shall will causeresult in~~ immediate cancellation of the event.

I, the undersigned, acknowledge that I have read all the rules listed above regarding the use of the Resident Services Buildings and agree to abide by such rules and regulations as set forth by the Palm Desert Housing Authority.

Resident Signature: _____

Resident (Printed) Name: _____

Authority Property: _____

Apartment Number: _____

Date: _____

EXHIBIT G

SMOKE-FREE POLICY

PURPOSE

Section 1. Findings

Section 1.1 On December 10, 2009 the City of Palm Desert (the “City”) approved Ordinance No. 1200 regulating smoking throughout the City to promote public health, safety, and welfare by discouraging the inherently dangerous behavior of smoking around non-smokers, especially children; and by protecting the public from exposure to secondhand smoke where they live, work, and play.

Section 1.2 In accordance with the purposes of Ordinance No. 1200, as amended, the Palm Desert Housing Authority (the “Authority”) has declared all of the owned, operated, restricted or otherwise controlled Authority Properties (“Authority Properties”) to be smoke free communities to insure the quality of air and the safety of its residents.

Section 1.3 Ordinance No. 1200 and this policy recognize there is no constitutional right to smoke.

Section 1.4 The efforts to designate Authority Properties as smoke-free does not make the Authority or any of its managing agents the guarantor of health of any person or the smoke-free condition of any property. The Authority will take reasonable steps to enforce the Smoke-Free Policy but shall not be required to take to take any action unless the Authority or any of its managing agents has actual knowledge of the smoking and the identity of the responsible resident.

Section 2. Definitions

- A. “Affordable Residential Community” means a residential property containing two (2) or more units that are owned, operated and restricted or otherwise controlled by the Authority.
- B. “Authority Property (-ies)” means any community owned, operated restricted or otherwise controlled by the Authority from time to time.
- C. “City” means the City of Palm Desert, and its related entities including the Authority.
- D. “Community” see definition for Affordable Residential Community.
- E. “Reasonable distance” means a distance of twenty (20) feet from the community, or such larger area as the City Manager/Executive Director reasonably determines in writing to be necessary in a given circumstance to ensure that occupants of the

Affordable Residential Community an area in which smoking is prohibited are not exposed to secondhand smoke created by smokers outside the area.

- F. "Resident" means anyone included on a current lease agreement for any unit in an Authority Property.
- G. "Secondhand smoke" means smoke or vapor from tobacco, nicotine products, any weed, plant or product created by the burning, carrying, or operating of any lighted pipe, hookah, cigar, cigarette, cannabis product, other tobacco product, electronic cigarette or similar kind of smoking equipment, and the smoke or vapor exhaled by an individual who engages in smoking.
- H. "Smoke-free Community" means that smoking is prohibited in all areas of the community, including but not limited to community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices and elevators, within the interior of all units, and within the perimeter outside of the buildings including entry ways, porches, balconies, and patios (to be established in accordance with this policy).
- I. "Smoking" or to "Smoke" means holding, possessing, or operating any lighted pipe, hookah, cigar, cigarette, cannabis product, other tobacco product, electronic cigarette or similar kind of smoking equipment that is emitting smoke or vapor from tobacco, nicotine products, any weed, plant or other product.

Section 3. Smoking Regulation

Section 3.1 Smoking is prohibited in all areas of an Affordable Residential Community owned, operated, restricted or otherwise controlled by the Authority.

Section 3.2 "No Smoking" signs will be posted at the entrance area of each Affordable Residential Community.

Section 3.3 All residents of an Affordable Residential Community are required to sign an acknowledgement that they have received and read a copy of this policy and that they will observe all rules related to smoking.

Section 3.4 Residents are responsible for the actions of their household, their guests, and visitors.

Section 3.5 Failure to adhere to any of the conditions of this policy will constitute both a material non-compliance with the rental/lease agreement and a serious violation of the rental agreement.

Section 3.6 Residents will be responsible for all costs to remove smoke, odor, or residue upon any violation of this policy.

Section 3.7 Any resident who smells smoke in an Affordable Residential Community or otherwise observes a violation of this policy should report this to the Authority Property

manager as soon as possible. No person shall harass or attempt to intimidate any person seeking to obtain compliance with this policy.

Section 3.8 This policy does not require residents to quit smoking in order to live in an Authority Property. Authority staff will provide information regarding smoking cessation resources to residents who wish to quit smoking.

Section 4. Implementation Timeline and Procedure

Section 4.1 This policy shall be implemented as follows:

All Affordable Residential Communities owned, operated, restricted or otherwise controlled by the Authority will be 100% smoke free from the date this resolution is implemented, provided the Authority has satisfied all notice requirements provided under the laws of the State of California.

RESIDENT ACKNOWLEDGEMENT

As head of household, I hereby acknowledge that I have received, read, and that I understand the above smoking policy and I agree to abide by the provisions. I understand acknowledge that failure to comply with any part is cause for termination of my lease.

Resident Signature: _____

Resident (Printed) Name: _____

Authority Property: _____

Apartment Number: _____

Date: _____