TENANT SELECTION PLAN
Effective Date: May 12, 2026

The Tenant Selection Plan is designed to ensure equal housing opportunity and non-discrimination in compliance with all applicable federal and state fair housing and civil rights laws, including the Fair Housing Act and its Amendments, Title VI of the Civil Rights Act, the Violence Against Women Act (VAWA), and applicable Affirmative Fair Housing Marketing requirements.
Tenant screening criteria are applied uniformly and in a manner consistent with all applicable laws, including the Fair Housing Act, the Federal Fair Credit Reporting Act, Low-Income Housing Tax Credit (LIHTC) program requirements, and applicable program guidelines and agency rules.
No applicant will be denied housing on the basis of race, color, religion, sex, familial status, disability, or national origin. All applicants must meet LIHTC eligibility requirements and the owner/agent's established tenant selection criteria.

1. APPLICATION

Applications can be requested in person at our leasing office located at 100 Weston Ln., Fredericksburg, VA 22401; by calling our leasing office at (540) 371-5244; by mail, or by email at leasing@WestonCircleWicklowSquare.com.

All applicants who are 18 years of age or older must complete the application in full. The application can be submitted in person at the leasing office, by mail, or via email. All applicants are required to provide a valid government-issued photo ID at the time the application is submitted. We will not keep a copy of any photo ID unless the application is approved, and the lease is signed. Additionally, all applicants must meet the income eligibility requirements of the Low-Income Housing Tax Credit (LIHTC) Program.

Reasonable accommodation may be requested for assistance in completing an application. If you need reasonable accommodation to complete the application process, you can make a request when you submit the application fee to the Community. This request can be submitted to the leasing office in-person, by calling the leasing office, by mail, or by email. . The Community will review and respond to such application requests within three (3) business days.

Upon receipt of an application, if there is a vacancy (or one is expected), the information provided will be reviewed and the applicable credit and criminal screening will be performed to confirm initial and conditional eligibility. Upon receipt of all verifications, income eligibility will be determined and the applicant will be notified by phone or email. The applicant will have 48 hours to respond, confirm acceptance, and arrange for future occupancy. If no response is received, the owner/agent will document contact attempts and notify the applicant in writing, and the offer may be withdrawn.

Application Fees are as follows and are non-refundable:

$35.00 per person (adult applicants 18 & over). **Application fees are non-refundable.**

2. SECURITY DEPOSIT

A security deposit of **$350-$750** is required and must be paid separately from the rental amount. We accept certified funds only. If the application is denied, the security deposit will be refunded within thirty (30) days. Upon vacating, the security deposit will be refunded in accordance with the Lease and applicable state law, less any amounts due for unpaid rent, damages beyond normal wear and tear, or other lawful charges. Residents are required to provide a 60-day notice to vacate. Once an application is presented for processing and the applicant cancels, the application fee and any holding/administrative fees may be non-refundable as permitted by law and the Lease. Upon receipt of all required information, the application will be processed within 14 business days.

3. TARGET POPULATION LEASING PREFERENCE

N/A

4. LEASE POLICIES AND PROPERTY RULES

- **Pets:** The number of pets per apartment is limited to 2. The pet fee is $350 per pet and pet rent is $35 per pet monthly. A pet is classified as a canine, feline, bird, or fish. No other animals, reptiles, mammals, or aquatic animals are permitted. Fish tanks of more than 40 gallons are not permitted. **Assistance animals are not pets**; pet restrictions, fees, and deposits do not apply to households with a qualified service/assistance animal.
- **No-Smoking Policy:** All use of any tobacco product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the apartment community.
- **Recreational Facilities:** Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, "Amenities") located at the Dwelling Community is a privilege and license granted by the Owner/Agent, and not a contractual right except otherwise provided for in the Lease, Addendums, and the Community Policies, Rules and Regulations. A copy of the lease and addendums can be requested at move-in.

5. OCCUPANCY STANDARDS

The maximum occupancy limit will depend on local ordinances and regulations and the square footage of usable sleeping areas as defined by codes and any other suggested regulations. Owner/Agent shall have the right to make reasonable accommodations for individuals with disabilities and may adjust occupancy limits to further the goal of reasonable accommodation. See the General Rental and Occupancy Criteria provided with the application documents for additional details.

6. FULL-TIME STUDENTS

Unless the household meets one of the exceptions to the student rule, a household entirely comprised of full-time students is not eligible to participate in the affordable housing program. A full-time student is any individual who is currently enrolled in an educational institution on a full-time basis, expects to be enrolled during the balance of the current tax year (JANUARY to DECEMBER) or has been enrolled on a full-time basis for at least 5 months out of the current calendar year. The following are the exceptions to the student rule:

- At least one student is receiving assistance under Title IV of the Social Security Act (TANF).
- At least one student was previously in the foster care program.
- The student is participating in a program receiving assistance under the Workforce Investment Act (WIA), or similar programs.
- The student is a single parent with children, and this parent is not a dependent of another individual and the children are not dependent(s) of someone other than a parent.
- The student is married and filed a joint tax return.
- The household contains at least one occupant who is not a student, has not been a student, and will not be during the current and/or upcoming calendar year.

7. INCOME & RENT LIMITS

Applicants for LIHTC units must have verifiable gross monthly income equal to two times the monthly resident portion of rent. Income calculations will include employment wages, unemployment benefits, social security or SSI benefits, pensions or annuities, alimony, recurring gifts, TANF, etc. All income must be verifiable by third party, check stubs and/or necessary court documentation. For all LIHTC rent restricted units, all total gross household incomes cannot exceed the designated income limits.

The designated income and rent limits for this property, as published annually by HUD and/or the allocating agency, are set at **60%** of the Area Median Income (AMI) (e.g., 40%, 50%, 60%). See the Property-Specific Information Sheet for the applicable set-asides.

RENTAL ADJUSTMENTS: Applicant understands that the Maximum Allowable Rental Rates and Utility Allowances are reviewed by the appropriate agencies and adjusted to reflect changes in the Area Median Income and utility costs for the area. Owner/Agent reserves the right to adjust the rental rate in accordance with the published changes. Applicant understands that such changes may occur during the leasing process and prior to move in.

8. CREDIT

See the General Rental and Occupancy Criteria provided with the application documents for details.

9. CRIMINAL BACKGROUND

Applications will be declined for criminal convictions, depending upon the nature and severity of the offense and the time that has passed since the conviction occurred. Such offenses may include, for example: sexual assault, domestic violence; discharging a firearm; gang participation; drug manufacturing; animal abuse; burglary; vandalism; assault; disorderly conduct; stalking; etc. A look-back period of up to ten (10) years depending on the nature of the offense may apply. An application also may be denied if the information available regarding a conviction is insufficient to allow proper classification.

10. VIOLENCE AGAINST WOMEN ACT

Owner/Agent will provide to all applicants the Notice of Occupancy Rights (HUD Form 5380), the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternative Documentation lease addendum (HUD Form 5382). The Lease will contain the VAWA Lease Addendum.

The Violence Against Women Act (VAWA) provides protections to women or men who are applicants to or residents of any "covered housing program" and who are the victims of domestic violence, dating violence, sexual assault, and/or stalking – collectively referred to as VAWA crimes. The Owner/Agent understands that, regardless of whether state or local laws protect victims of VAWA crimes, people who have been victims of violence have certain rights under federal fair housing regulation.

Under VAWA, someone who has experienced domestic violence, dating violence, sexual assault, and/or stalking (VAWA violence/abuse):

- **Cannot be denied admission to or assistance** under a HUD-subsidized or assisted unit or program because of the VAWA violence/abuse committed against them.
- Cannot be denied admission, evicted, or have their assistance terminated for **reasons related to the VAWA violence/abuse**, such as having an eviction record, criminal history, or bad credit history.
- **Can request an emergency transfer from the housing provider for safety reasons** related to the VAWA violence/abuse committed against them.
- **Must be able to provide proof to the housing provider by self-certifying** using the HUD VAWA Self-certification (Form HUD-5382), and not be required to provide more proof unless the housing provider has conflicting information about the violence/abuse.
- **Has a right to strict confidentiality** of information regarding their status as a survivor.

- **Can request a lease bifurcation** from the owner or landlord to remove the perpetrator from the lease or unit, and if the housing provider bifurcates, it must be done consistent with applicable federal, state, or local laws and the requirements of the HUD housing program.
- **Has the right to seek law enforcement or emergency assistance** for themselves or others without being penalized by local laws or policies for these requests or because they were victims of criminal activity.

The Owner/Agent will consider applicants covered by the "Violence Against Women Act".

11. SECTION 8 HOUSING CHOICE VOUCHER

The Owner/Agent will not exclude an individual or family from admission solely because the household participates in the housing choice voucher program under Section 8 or other federal, state, or local government rental assistance programs. Such applicants are subject to the same eligibility and screening requirements as other applicants and therefore may be rejected for any valid reasons described within the Resident Selection Criteria.

12. REASONABLE ACCOMMODATIONS

The Owner/Agent is committed to complying with the Fair Housing Act and Section 504 of the Rehabilitation Act by ensuring that its policies and practices do not deny individuals with disabilities the opportunity to participate in, or benefit from, nor otherwise discriminate against individuals with disabilities in connection with the operation of housing services or programs solely based on such disabilities.

If an individual with a disability requests reasonable accommodation, the Owner/Agent will fulfill these requests, unless doing so would result in a fundamental alteration in the nature of the program or create undue financial and administrative burden. In such a case, if possible, the Owner/Agent will offer an alternative solution that would not result in a fundamental alteration of the program or a financial or administrative burden.

- The Owner/Agent informs all residents that, at any time, the resident or a person acting on behalf of the resident may make a request for reasonable accommodation for an individual with a disability.
- Property staff will provide a Reasonable Accommodation Request Form upon request. The Request Form will be provided in an equally effective format if requested by the applicant/resident or a representative of the applicant/resident.
- An applicant/resident may submit a request in writing, orally, or use another equally effective means of communication to request a reasonable accommodation.
- Applicants and residents may contact the Owner/Agent office for information about requests.

- The Owner/Agent will reply to requests as quickly as possible, but no more than ten (10) business days from the receipt of the request unless the Owner/Agent explains the delay.
- The available unit will be held for the applicant requesting the accommodation until Management decides whether to approve or deny the request.

13. WAIT LIST (IF APPLICABLE)

Applicant(s) must qualify in order to be placed on the waiting list using the following procedures:

- Applicant(s) will have to apply in person.
- Applicant(s) will have to complete an Application to be placed on the waiting list.
- Office staff will calculate income to determine eligibility for the Affordable Housing Income Requirements.
- If the applicant(s) does not qualify, then they will be sent a rejection letter and be removed from the waiting list.
- Current households will be considered for transfer over applicants on the waiting lists for the following reasons: Change in family size; change in family composition; medical reasons including physical, behavioral, and mental health; need for an accessible unit; need for a reasonable accommodation; households residing in an accessible unit that do not need the accessibility features.

In order to ensure that applicants on the waiting list are processed in a reasonable amount of time, the owner/agent may stop accepting applications and close waiting lists in whole or in part. Decisions about closing and opening the waiting list will be based on the number of applications available for a particular size and type of apartment and the ability of the owner/agent to house an applicant in an appropriate apartment within a reasonable period of time.

The owner/agent will use a twelve (12) month waiting period to determine whether the waiting list may be closed. If the owner/agent has sufficient Applications, the waiting list may be closed completely.

Interested parties who insist on submitting Applications when the waiting list is closed will not be considered. The application will not be reviewed and will be returned.

During the period when the waiting list is closed, the owner/agent will not maintain a list of individuals who wish to be notified when the waiting list is reopened.

When a unit becomes available, the owner/agent will contact the next household on the waiting list chronologically by LIHTC eligibility. In order to be eligible for selection, an applicant must provide all requested paperwork within 72 hours and meet LIHTC income eligibility based on per person income limits applicable to the available LIHTC unit. Those who have indicated the need for and requested the features of wheelchair adapted or other handicap unit have priority for those units. Any applicant who requests modifications or accommodations to non-adapted units will have consideration on those requests when selected, but with no priority for selection.

No decisions to offer the unit shall be made until all information presented by the applicant has been verified and the final eligibility determination is complete.

14. DECLINED APPLICATIONS

As previously stated, any incomplete application will not be processed. An applicant who refuses to sign releases to allow verification of LIHTC and Company eligibility, references, etc. would be declined. Applicants who do not meet income limits for this community will also be declined.

If any of the following apply, the application will be declined:

- Unable to provide a valid government-issued photo ID
- Falsification of the application
- Anyone with an outstanding rental and/or utility collection debt
- If the bank returns the application fee or holding deposit check
- Anyone having an unsatisfied monetary judgment currently pending against them
- A Non-U.S. citizen that has not provided the required USCIS documents
- Bankruptcy filing that has not been dismissed or discharged
- Criminal Record- Refer to the section on Criminal Background for more information.

All declined applications will be advised in writing no later than 7 days after the determination is made to deny the application. Applicants may appeal in writing to the leasing office and will be notified via letter of the Owner/Agent's decision within 30 days.

15. NON-RENEWAL AND/OR TERMINATION NOTICES

Owner/Agent may not terminate the tenancy or refuse to renew the Lease or rental agreement except for good cause, including a serious or repeated violation of the material terms and conditions of the Lease, or a violation of applicable Federal, State or local law. The notice will be served at least thirty days before the termination of residency and will comply with all requirements of State law and other applicable programs.

16. UNIT TRANSFERS

Resident may request in writing to the leasing office if they wish to transfer to another unit. Only residents in good standing will be allowed to transfer on-site. The resident must have fulfilled at least six months of their lease to qualify and pay through a written 30-day notice. In addition, there should be a change in bedroom count to be eligible for a midterm transfer unless it's deemed a reasonable accommodation. The security deposit will not be transferred to the new apartment. The security deposit will be used to recover any damages to the original apartments. Any refund due will be processed as a standard deposit disposition. A new security

deposit will be required for the new apartment and should be paid prior to move-in. All transfers must be approved by the Compliance Department to determine eligibility.

17. ANNUAL RECERTIFICATION

The Owner/Agent will contact the Tenant prior to the annual certification date to begin processing the necessary paperwork. It will be the responsibility of the Tenant to fully cooperate and provide all necessary information to expedite this process. Tenant is obligated to provide such subsequent recertification of family composition and documents as Landlord shall require. The tenant authorizes Landlord to verify all sources of income in the household. Failure to provide the necessary information may result in the non-renewal of the lease.

18. ADDING/REMOVING OCCUPANTS

Tenant agrees that the premises are only to be occupied by those individuals listed on the most recent Certification as authorized to reside in the premises. If, at any time, the occupancy status of the Household changes, the Tenant must notify management in writing and complete another Certification at the current area median income level as governed by the Affordable Housing Program. Adding additional household members within six months after the initial move-in is not permitted.

Signer 1 (Applicant/Household Member)	Signature: _____	Date: _____
Signer 2 (Applicant/Household Member)	Signature: _____	Date: _____
Signer 3 (Applicant/Household Member)	Signature: _____	Date: _____
Signer 4 (Applicant/Household Member)	Signature: _____	Date: _____
Signer 5 (Applicant/Household Member)	Signature: _____	Date: _____
Signer 6 (Owner/Agent Representative)	Signature: _____	Date: _____