



## **MEMBER SELECTION PLAN AND ADDENDUM TO OCCUPANCY AGREEMENT**

The undersigned acknowledges that he and/or she have read the following procedures of the Cooperative, which constitute the "Member Selection Plan: (the "Plan")", that they accept the terms and conditions of the Plan and agree that, in the event they are approved for membership and subsequently execute an Occupancy Agreement, that this document shall be considered an addendum to and a part of that membership. As used herein, the term "Applicant" refers to all persons who apply for membership; if the application is approved, thereafter the Applicant is deemed to be a "Member."

1. Anyone wishing to make an application shall be allowed to do so.
2. Persons making application shall be advised of the availability of appropriate size townhouse per HUD Guidelines, or an estimate of waiting time for an appropriate size unit.
3. Wait list for occupancy shall be maintained based on requirements of family size in accordance with all governmental guidelines.
4. Applicants shall complete the property application thoroughly and with as much information as possible. The on-site manager shall review the application, confirm through conversation with the applicant that they have provided all information required and signed the application.
5. Verify through a professional screening service or by direct contact with appropriate person, residence history of at least three (3) years; confirm terms of residence, amount of rent paid, promptness of rent payments, noise complaints, pet complaints, rules violations, evictions, disruptive behavior and housekeeping habits.
6. Verify in writing, job history (of all adult household occupants) for at least two (2) years. If current job has been less than two (2) years, confirm previous employment. All verifications must be documented in writing using the appropriate verification forms.
  - (a) If Applicant is not employed, but receives any kind of retirement benefits, Social Security benefits, insurance payments, government assistance, etc., all sources must be verified in accordance with HUD regulations.
  - (b) Child support must be confirmed by divorce decree or judgment.
  - (c) Acceptable Applicants must have a history of good previous rental referral and exhibit job stability with income sufficient to cover the Carrying Charges, utilities and other monthly obligations. As a rule of thumb, Applicants must have income that 50% of monthly gross would equal not less than the basic Carrying Charge of the Applicable unit.

- (d) Total Income shall not exceed the HUD guidelines.
- 7. Verify all bank checking/savings accounts and any other assets in accordance with HUD regulations. All information must be documented in writing and maintained in the Applicant's file.
- 8. Verify in writing any allowable deductions per HUD regulations. Maintain all verifications in the Applicant's file.
- 9. All Applicants must qualify under any and all current and future Housing and Urban Development rules and regulations. If an Applicant feels that the Cooperative has not fairly or accurately applied their situation to HUD guidelines, they may call HUD for verification.
- 10. Rejection of applications must be in compliance with HUD regulations. Applicants may be rejected due to previous rental history, lack of job stability, poor credit history, previous landlord complaints, lack of sufficient income to compensate for monthly obligations. A poor credit history includes, but is not limited to:
  - (a) More than one (1) bankruptcy filed in the past.
  - (b) Is currently involved in bankruptcy.
  - (c) Current credit shows more than 50% are in arrears consistently.
- 11. An applicant will be denied membership who is registered (or any person on the family composition is registered) as an offender pursuant to §589.400 to 489.425 R.S.Mo, or any comparable statutes of any other state. In the event an applicant is granted membership and thereafter is required to be registered on the list, membership eligibility shall be revoked and the Occupancy Agreement shall be deemed in default.
- 12. Applicant(s), at the time of application and hereafter, must agree to and comply with all of the following with respect to "Drug Free Housing:"
  - (a) Applicant/Member, any member of Applicant/Member's household, or a guest or other person under the Applicant/Member's control shall not engage in criminal activity, including drug-related criminal activity on or near the premises. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802.)
  - (b) Applicant/Member, any member of the Applicant/Member's household, or a guest or other person under the Applicant/Member's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the premises.
  - (c) Applicant/Member or members of the household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

- (d) Applicant/Member or members of the household will not engage in the manufacture, sale or distribution of illegal drugs at any location, whether on or near the premises or otherwise.
  - (e) Applicant/Member, any member of the Applicant/Member's household, or a guest or other person under the Applicant/Member's control shall not engage in acts of violence or threats of violence, including, but not limited to the unlawful discharge of firearms, on or near the premises.
  - (f) **VIOLATIONS OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE OCCUPANCY AGREEMENT AND THE RULES AND REGULATIONS OF THE COOPERATIVE AND GOOD CAUSE FOR TERMINATION OF THE OCCUPANCY AGREEMENT AND RIGHT OF POSSESSION OF THE PREMISES.** A single violation of any of the provisions of this addendum shall be deemed a serious violation and material noncompliance with the Occupancy Agreement. It is understood and agreed that a single violation shall be good cause for termination of the Occupancy Agreement. Unless otherwise provided by law, proof of violation will not require criminal conviction, but shall be by a preponderance of the evidence.
  - (g) In case of conflict between the provision of this addendum and any other provisions of the Occupancy Agreement, the provisions of the Addendum shall govern.
13. Applicant/Member must comply at all times with all Rules and Regulations of the Cooperative, as they may be amended or revised from time-to-time in the future. Applicant by signing below, acknowledges that he or she has received a copy of the current Rules and Regulations of the Cooperative.
14. Selection is conditional upon review and approval by Cooperative of all criminal history records and credit history and credit reports of all Applicants and the undersigned does hereby give authority to the Cooperative for access to all criminal history records, credit reports and credit histories of Applicant(s), or any one of them, and Applicant(s) agree to sign any releases or authorizations necessary for the Cooperative to gain access to such records.
- Applicant will be denied membership if, in the last five (5) years, applicant (or any person on the family composition), has had a conviction for any felony that would be considered a serious threat to real property or other member's peaceful enjoyment of the premises.
15. The Cooperative may consider extenuating circumstances in evaluating information obtained during the screening process to assist in determining the acceptability of an Applicant.
16. **Compliance with fair housing regulations, including Title VIII of the Civil Rights Act of 1968 as amended by the Housing and Community Act of 1974 and any other amendments which may occur from time to time, shall be adhered to strictly. No exceptions will be made to the fair housing regulations and no employee shall attempt to circumvent any regulation.**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the undersigned do hereby state that they have read and understand the above and foregoing "Member Selection Plan;" that in the event applicant(s) enter into an Occupancy Agreement with the Cooperative, that the above and foregoing shall be considered to be an addendum to and part of such Occupancy Agreement; that they will at all times hereafter comply with all provisions of the Member Selection Plan; and, in the event that at anytime in the future applicant(s) do not comply with the Member Selection Plan, they shall be deemed in violation of the Plan and in violation of the Occupancy Agreement and, as a result, the Cooperative shall be entitled to terminate the Occupancy Agreement and evict the applicant(s)/member(s) from the premises of the Cooperative.

NORTH BRIGHTON TOWNHOUSES, Inc.

by \_\_\_\_\_  
On Site Manager

\_\_\_\_\_  
Applicant/Member

\_\_\_\_\_  
Applicant/Member