

WINDMILLER POINTE APARTMENTS

GOOD NEIGHBOR AGREEMENT

Herman & Kittle Properties, Inc. (HKP) is an organization that intends to develop and manage Windmill Pointe Apartments for families, seniors, and persons with disabilities. This development will be located on what is today vacant land on the west side of South High Street, just south of Scioto South School.

The development will target persons earning 50%-70% of Area Median Income and will include various supportive services through a partnership with Homeport.

The Scioto Southland Civic Association (SSCA) represents the residents and businesses in the area around Windmill Pointe.

Homeport is the designated Supportive Services provider for the development, and will be working with residents of Windmill Pointe to connect them to services throughout the Columbus community.

All parties believe in promoting harmony and a spirit of cooperation among homeowners, apartment residents and businesses. When people can agree on shared goals and a shared direction, they build a stronger community.

In pursuit of these goals, we agree on the following:

I. **Community Involvement**

- a. Communication - The first point of contact for the community regarding Windmill Pointe will be the Property Manager. Their email and direct line will be shared with the SSCA when it becomes available. This relationship will serve as a vehicle for communication between neighbors and the community and Windmill Pointe, including sharing information, appreciation, issues, and concerns. The members of the SSCA will be responsible for:
 - i. Notifying Windmill Pointe's to-be-hired Property Manager of issues that cause the community concern, and seek resolution within a one-week timeframe, unless both parties agree on a different timeline due to the nature of the concern.
 - ii. Seeking resolution of community concerns with Property Management prior to notifying the media or outside entities, whenever possible and appropriate.
- b. Area Commission Participation
 - i. Quarterly Meetings - A Homeport representative or other designee will participate in the SSCA meetings once per quarter. These meetings generally occur at the Columbus Fire Training Center on Parsons Avenue at 6:30 pm Thursday evenings. 7:00
 - ii. Reports - HKP agrees to provide a quarterly report on Windmill Pointe to the SSCA during the construction period, which will address:
 1. Progress on completion of the development's construction and other benchmarks;
 2. Building's occupancy status;
 3. Any changes to the construction timeline;
 4. Any material changes to the development, including but not limited to substantial exterior modifications or additions.

- iii. Safety - The parties agree to work together on community safety endeavors. Property Management will be attentive to any suspicious neighborhood activity and will communicate such activities to the appropriate authorities.

II. Property Commitments

- a. Units - HKP will maintain the apartments to meet the Ohio Housing Finance Agency Compliance standards.
- b. Exterior - HKP agrees to maintain the building and grounds in good condition, including:
 - i. Promptly making repairs needed
 - ii. Keep the building and grounds clean and neat in appearance
 - iii. Maintain a well-lit facility and grounds. Note the exterior lighting will operate on light sensors and will produce sufficient lumens to allow exterior security cameras to capture useful images.
 - iv. Remove dead landscaping and replace with similar plantings within four months or at the next planting season, whichever occurs first
 - v. Prohibit and actively discourage loitering and panhandling around the building through daily on-site property management

III. Resident Selection Criteria

- a. The Resident Selection Criteria is included with this document and attached herein.

IV. Services

- a. Homeport will provide Supportive Services as described in the attached LOI.

V. Future Matters and Amendments

- a. Amendments: This Good Neighbor Agreement has been prepared before Windmill Pointe is fully occupied. The parties have tried to anticipate issues that may affect being good neighbors. The parties realize that other issues may arise. The parties agree to continue to discuss such issues and to be willing to make changes in writing to this agreement as the need arises in the interest of continuing to promote cooperation and peaceful enjoyment of their properties.
- b. Conflict Resolution: In the event open discussion among the parties cannot resolve disagreements, the parties will seek outside mediation to assist in resolution.
- c. Management Change: If the Windmill Pointe management changes, HKP will notify the other parties, remain committed to this agreement, and assure that the new management is subject to this agreement.

Agreed to on this 22 day of JANUARY, 2020, by the representatives of Herman & Kittle Properties, Inc., Homeport, and the Far South Area Commission.

[Signature]

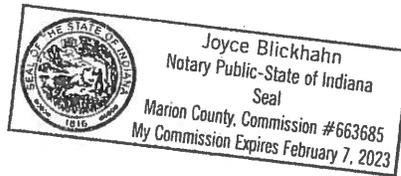
Steve Lavery, VP of Property Management
Herman & Kittle Properties, Inc.

STATE OF Indiana)
COUNTY OF Hamilton) SS:
)

Subscribed to and sworn before me, a Notary Public, in and for the said County and State, this 22nd day of January, 2020.

Signature: Joyce Blickhahn

Printed:



My Commission Expires: _____ County of Residence: _____

Josh Martin, Asset Manager
Homeport

STATE OF _____)
COUNTY OF _____) SS:
)

Subscribed to and sworn before me, a Notary Public, in and for the said County and State, this ____ day of _____, 2020.

Signature:

Printed:

My Commission Expires: _____ County of Residence: _____

M. Judy Campbell
M. Judy Campbell Vice President

(Printed Name, Title)

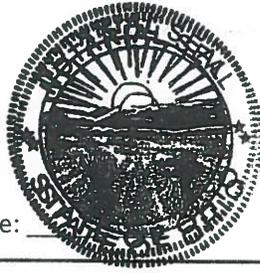
Scioto Southland Civic Association

STATE OF Ohio)

COUNTY OF Franklin) SS:

Subscribed to and sworn before me, a Notary Public, in and for the said County and State, this 10 day of MARCH, 2020.

Signature: Jeffrey L Brown
Printed: Jeffrey L Brown



Jeffrey L. Brown Attorney At Law
Notary Public State of Ohio
My commission expires 03/03/2020

My Commission Expires: has no expiration date County of Residence: _____

Attorney at Law
Jeffrey L Brown



Jeffrey L. Brown Attorney At Law
Notary Public State of Ohio
My commission expires 03/03/2020



HERMAN & KITTLE PROPERTIES, INC.

RESIDENT SELECTION CRITERIA

Herman & Kittle Properties, Inc. is an equal opportunity housing provider. We fully comply with all Federal, State and Local Fair Housing and Civil Rights laws.

The following procedures apply to all new applicants. Approval is based on the criteria set forth below.

1. APPLICATION PROCESS:

No applicant will be denied the opportunity to complete a rental application. A non-refundable application fee is required at the time of completion. A separate rental application must be completed by each adult applicant 18 years of age or over who will be residing in the apartment. The rental application must be completed in its entirety. All applicants must have a Social Security Number or provide an ITIN and must be eligible to reside in the United States for the next 12 months. Copies of birth certificates are required for all household members under the age of 18. An applicant rejected for any reason may not reapply for 90 days unless proof can be shown that eligibility has changed.

2. PROGRAM ELIGIBILITY REQUIREMENTS FOR LOW INCOME HOUSING TAX CREDIT (SECTION 42 of the IRS Code):

All affordable housing applicants must be eligible under the Section 42 guidelines. A lease guarantor or co-signer is not permissible.

Income Verification:

Third party written verification of all income sources will be required to determine resident eligibility. Sources of income verification may include: employment, alimony/child support, self-employment, pension benefits, social security income (SS & SSI), unemployment benefits, student loan/grant verification and welfare benefits (TANF), etc.

Asset Verification:

Third-party written verification of all asset sources will be requested and reviewed to determine resident eligibility. Sources of asset verification may include bank (savings, checking, C.D's, etc.), stocks and bonds, real estate, etc.

Student Status:

Third-party written verification of student status may be required based on the full time student rules of the Section 42 Program. If all members of the household are full time students, one member of the household will need to meet one of the five exceptions permitted by the Program.

Special Preferences:

Some of our communities have been assigned special designations, which would include, but are not limited to, units set aside for homeless households, developmentally or physical disability, and others.

Transfer:

Transfers to another unit must be approved by the Sr. VP of Operations, Property Mgmt..



HERMAN & KITTLE PROPERTIES, INC.

3. MAXIMUM INCOME RESTRICTIONS

Gross annual income and asset calculations cannot exceed the specific percentage of the program that is applicable to that apartment and resident (such as an affordable housing program). The applicant will be notified upon application regarding the specific requirements for the program they are applying. Section 8 certificates and vouchers will be accepted on behalf of otherwise eligible residents for Section 42 properties where applicable.

Minimum income requirements based on a combined rent to income ratio must not exceed 35%. Applicants with Section 8 vouchers can have the minimum rent to income ratio requirement waived if they meet the credit and criminal requirements.

4. CREDIT HISTORY

The applicant's credit report will be reviewed to determine the history of their payment practices including utilities, outstanding loans, judgments, repossessions, foreclosures, bankruptcy and evictions. The following specifications will be used in reviewing credit reports.

- Addresses will be verified with the Application for Residency
- Social Security numbers will be verified with the Application for Residency
- Screening is based off of a score developed by TransUnion to determine if an applicant is most likely determined to pay rent. The formula is data driven.
- Bankruptcies must be discharged. If not showing on credit as discharged, a letter from an attorney can override the decline.

Additional Security Deposits:

An additional security deposit is required if the applicant has:

The screening comes back as Low Accept, Conditional or Refer.

5. CRIMINAL HISTORY

Criminal Background checks will be conducted on each adult applicant. A decision will automatically be generated by TransUnion based on the criteria Herman & Kittle Properties, Inc. has set forth. The criminal criteria are available to view by request. Applicants listed in the sex offender registry are automatically denied. Criminal overrides can only be approved by the Sr. Vice President of Property Management.

6. OCCUPANCY STANDARDS

In determining initial eligibility, the maximum occupancy for each apartment is two people per bedroom plus one. Occupancy standards will conform to any state and local laws governing this issue.

7. VAWA PROTECTIONS

Herman & Kittle Properties, Inc. may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim abused. We consider criminal activity directly relating to abuse, engaged in by member of a tenant's household or any guest or other person under the tenant's control, cause



HERMAN & KITTLE PROPERTIES, INC.

for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.

The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence of Stalking, For HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide certification or other supporting documentation within the specified timeframe may result in eviction.

8. WAIT LIST

If an applicant is eligible for residency, but the desired apartment home (size or AMI) is not available, management will place the applicant on a waiting list. The list will include:

- Applicant name
- Household unit size
- Date and time application is received
- Qualification for any preferences and ranking
- Targeted program qualifications
- Accessibility requirements (if applicable)
- Number of persons in the household

There will be a separate waiting list for each bedroom size with seniority appropriated on a first come, first serve basis. Consideration will be given once a person has completed an application and submitted it to the office. The waiting list will be kept and maintained at the on-site office.

9. APPEAL AND GRIEVANCE

All applicants have the right to appeal any decision made by Herman & Kittle Properties, Inc. In the event an appeal is requested, the applicant must first submit a written appeal to the Property Manager within 10 days of a decision. In the event an appeal is requested, the applicant must submit a written appeal documenting specific reasons for the appeal as follows:

- Any decision to deny residency due to credit and criminal results must be submitted to TransUnion within 60 days of a decision.
- Any decision to deny residency due to Section 42 program eligibility must be submitted to the Property Manager within 10 days of a decision. The Property Manager will have 10 days from receipt of an appeal to file a formal written decision.
- Any type of grievance can be mailed to Herman & Kittle Properties, Inc. If via mail, direct all correspondence to the Vice President of Property Management, Herman & Kittle Properties, Inc., 500 E. 96th Street, Suite 300, Indianapolis, Indiana 46240.



HERMAN & KITTLE PROPERTIES, INC.

Herman & Kittle Criminal Policies Updated and Effective 12 04 2017

Violent Crimes - Items such as assault, battery, deadly conduct, injury to child or elderly, kidnapping, manslaughter, murder robbery

Felony – No Time Frame

Misdemeanor - 10 years

Petty Offenses - Do Not Decline

Crimes Against A Person Or Property

Felony - 20 years

Misdemeanor - 5 years

Petty Offenses - Do Not Decline

Drug Related Offenses

Felony – 20 years

Misdemeanor – 10 years

Petty Offenses - Do Not Decline

Theft By Check Related Offenses

Felony - 20 years

Misdemeanor - 5 years

Petty Offenses - Do Not Decline

Worthless Check and/or Bogus Check Related Offenses

Felony - 20 years

Misdemeanor - 5 years

Petty Offenses - Do Not Decline

Sex Related Offenses

Felony - No Time Frame

Misdemeanor - No Time Frame

Petty Offenses - No Time Frame

Terrorism Related Offenses

Felony - 20 years

Misdemeanor - 5 years

Petty Offenses - Do Not Decline

Prostitution Related Offenses

Felony - No Time Frame

Misdemeanor and Petty Offenses - No Time Frame

Weapons Related Offenses

Felony - 20 years

Misdemeanor - 5 years

Petty Offenses - Do Not Decline



HERMAN & KITTLE PROPERTIES, INC.

Herman & Kittle Criminal Policies Effective 12 04 2017

Cruelty To Animals Related Offenses

Felony – 10 years

Misdemeanor - Do Not Decline

Petty Offenses - Do Not Decline

Juvenile Offenses

Do Not Decline for any offense in which the applicant was prosecuted as a juvenile

Any Other Felony Offense

If the applicant has a felony offense that does not fall within the categories above, (ex: traffic, DUI) Decline within the above stated guidelines

Deferred Adjudication and/or Adjudication Withheld

Do not decline

Pending Cases and/or Arrest Warrants

Do not decline

Active Status On Probation and Parole

Decline within the above stated guidelines