LONG ISLAND HOUSING PARTNERSHIP, INC.

PROGRAM GUIDELINES
SENIOR DEVELOPMENT

THE VILLAS AT OAK RUN
SENIOR AFFORDABLE RENTAL HOUSING PROGRAM

PLEASE READ CAREFULLY

RA Oak Run, LLC (the "Owner") is now accepting Applications, on a first-come first-served basis, for affordable rental units (the "Affordable Units") in Middle Island within the senior rental complex known as "The Villas at Oak Run."

APPLICATIONS FOR RESIDENCY MUST BE SUBMITTED DIRECTLY TO OWNER AND NOT TO LIHP. OWNER SHALL MAINTAIN WAITLIST FOR THE PROGRAM.

PLEASE CONTACT OWNER DIRECTLY AT 631-295-4040 or EMAIL THEM AT
TheVillasAtOakRun@CrestOrg.com

Set forth herein are the Program Guidelines with respect to eligibility for the units. LIHP strictly complies with these Program Guidelines and applicants are urged to read them thoroughly. Documentation will be reviewed for compliance and completeness. LIHP staff is available to assist with the process, address questions or provide any assistance regarding eligibility. Employees of LIHP and their immediate family members are precluded from participating in the program.

If you have any questions regarding any of the Program Guidelines, or need any assistance including language assistance such as translation and/or oral interpretation services, please email LIHP at rentals3@lihp.org before applying. Employees of LIHP and their immediate family members are precluded from participating in the program.

Si tiene alguna pregunta con respecto a cualquiera de las Pautas del Programa, o necesita asistencia lingüística o de otro tipo, incluidos servicios de traducción y/o interpretación oral, por favor envíe un correo electrónico a LIHP a rentals3@lihp.org antes de presentar la solicitud.

LIHP IS NEITHER THE OWNER, MANAGER, LANDLORD OR LEASING AGENT. FINAL ELIGIBILITY FOR TENANCY AND OCCUPANCY IS THE SOLE DETERMINATION OF THE OWNER. LIHP'S ROLE IS LIMITED TO QUALIFYING APPLICANTS FOR MAXIMUM INCOME. ANY REQUEST FOR A REASONABLE ACCOMMODATION REGARDING ANY UNIT MUST BE CONVEYED TO AND PROCESSED BY THE OWNER.

SUBMISSION OF REQUIRED DOCUMENTATION OR DETERMINATION OF INCOME ELIGIBILITY DOES NOT GUARANTEE ELIGIBILITY FOR A UNIT.

AFFORDABLE RENTAL PROGRAM

The complex is a beautiful 74-unit senior (over 55) rental development located at 64 Daniel Drive in Middle Island, NY. For more information on the site, please contact the Owner at: TheVillasAtOakRun@CrestOrg.com or 631-295-4040.

The affordable units contain 2-bedrooms with 2 baths. Pursuant to requirements of the Town and the Town of Brookhaven Industrial Development Agency, the affordable units will be available to households with incomes at or below 120% of the Nassau/Suffolk area median income ("AMI"), as established by the U.S. Department of Housing and Urban Development ("HUD").

MAXIMUM & MINIMUM INCOME GUIDELINES

120% AMI		
HOUSEHOLD SIZE	***MAXIMUM ANNUAL INCOME**	****MINIMUM ANNUAL INCOME**
1	$138,000	$94,296
2	$157,750	$94,296
3	$177,450	$94,296
4	$197,150	$94,296
5	$212,950	$94,296

*Includes all income – overtime, bonuses, pensions, social security, 401K distributions, tips, etc. The limits above are based on the 2026 HUD "uncapped" income limits as adjusted. Income limits are also adjusted annually by HUD. **Minimum income guidelines do not apply to those applicants with an approved rental assistance subsidy. Minimum incomes are set exclusively by the Owner and may not apply if sufficient liquid assets or other mitigating factors and/or guarantees are available as determined and approved solely by the owner. If the Owner requires a guaranty, please be advised that the Owner may independently verify the income and credit/background of the guarantor and make a determination whether it is acceptable. The determination as to whether to the guarantor meets the income and credit/background requirements and whether to accept the guaranty is the sole and exclusive determination of the Owner and LIHP has no authority to review, accept or reject a guarantor. The Owner will determine whether to accept or decline the guarantor and will notify LIHP who will then notify the applicant. Minimum incomes are based on 2x the gross rent (before the utility allowance).

RENTS

Pursuant to Owner/municipal requirements, the initial rents for each unit are below and include a utility allowance. Rents may be adjusted based upon HUD Income Limits and Owner requirements and rents are subject to increase accordingly. Tenants are responsible for paying all utilities. The initial rents are set as follows:

120% AMI UNITS	
2 Bedroom:	**$3,675**

AGE RESTRICTED OCCUPANCY REQUIREMENT

Occupancy of a unit is limited to persons who are fifty-five (55) years of age or over, with the following exceptions:

(a) A husband or wife under the age of fifty-five (55) years who is residing with his or her spouse who is fifty-five (55) years of age or over.
(b) Children and grandchildren residing with their parents or grandparents where one of said parents or grandparents with whom the child or children or grandchild or grandchildren is/are residing is fifty-five (55) years of age or older, provided that said child or children or grandchild or grandchildren are over the age of 19.
(c) Adults under fifty-five (55) years of age may be admitted as permanent residents if it is established to the satisfaction of the Town Board that the presence of such person is essential for the physical care and economic support of the eligible older persons. This decision is not within the discretion of the Owner or LIHP. The ordinance does not set forth any criteria time frame or procedures for determination by the Town Board as to whether a person will qualify to reside in a home because he or she is essential to the physical care or economic support of the eligible older person

Proof of age (license, ID card etc.) is required

ELIGIBILITY PROCESS (subject to veteran priority)

All applicants will be considered for the program on a first-come, first-served basis. Eligibility for the Program involves a four-step process.

STEP 1: Applicant submits Application for Residency **directly to the Owner**. Pursuant to owner requirements, Applicants must submit the following documentation to Owner with the Application for Residency**:**

1. Visit TheVillasAtOakRun.com. Click on "Availability".
2. Choose a unit and click "Apply Now" button.
3. Email TheVillasAtOakRun@CrestOrg.com and state that you are applying for the Affordable unit at The Villas at Oak Run.

STEP 2: Owner conducts a credit/minimum income/background review

STEP 3: If approved by Owner, applicant submits a **Formal Program Application**, together with required documentation, to LIHP

STEP 4: LIHP assesses Program eligibility and, if eligible, applicant works directly with Owner for lease-up

WHERE TO GET AN APPLICATION FOR RESIDENCY:

The Owner's Application for Residency is available by:

1. Contacting Owner directly at 631-295-4040 or emailing at TheVillasAtOakRun@CrestOrg.com or visit www.TheVillasAtOakRun.com

HOW TO SUBMIT THE APPLICATION FOR RESIDENCY AND REQUIRED DOCUMENTATION TO OWNER:

- By hand-delivery or mail to: 64 Daniel Drive, Middle Island, New York 11953

- By email to TheVillasAtOakRun@CrestOrg.com
- Submit Application at www.TheVillasAtOakRun.com/availability

APPLICATION FOR RESIDENCY & CREDIT/MINIMUM INCOME/BACKGROUND REVIEW

Once an Application for Residency is received by Owner, the Owner will conduct a credit, minimum income and background assessment on the household. Applicants will be reviewed in the order they are received. The credit/minimum income/background checks, and any fee, are performed and required solely by the Owner and/or its agents based upon their internal requirements for tenant occupancy and LIHP is not responsible for the conduct or results of such review. The Owner and/or its agents will forward the tenant screening approved applicant to LIHP.

FORMAL PROGRAM APPLICATIONS/INCOME ELIGIBILITY

If an applicant has met the credit/minimum income/ background requirements of the Owner, as an applicant's name is reached on the Ranked Waitlist, LIHP will send notice to the applicant, by email, to submit a **Formal Program Application** and supporting documents. The notice will contain a link to submit documentation. LIHP will provide the applicant with a Checklist of required documentation. The **Formal Program Application** and required documentation must be completed and received by LIHP within seven (7) calendar days of the notice date. If the **Formal Program Application** is not received within such 7--day period, the applicant will be deemed ineligible, with no right of appeal. If required documentation is missing, LIHP will provide applicant notice, by email, of what is missing and applicant will be required to submit such documentation within three (3) calendar days of the notice date. If all the documentation is not received within such 3- day period, the applicant will be deemed ineligible, with a right of appeal.

If all documentation is received as required, LIHP will then conduct an income and eligibility review to determine if the applicant meets all Program Guidelines. If an applicant meets the eligibility requirements, LIHP will provide notice, by email, to the applicant and the Owner advising them of the applicant's eligibility. The applicant will then work directly with the Owner to select a unit and execute a lease. If the applicant does not comply with the Owner requirements for lease execution, the Owner will advise LIHP that the applicant is no longer eligible for the Program. Should the applicant be deemed ineligible, LIHP will move on to the next name on the Waitlist, with no right of appeal.

ANNUAL RECERTIFICATION

The maximum household income requirements are adjusted annually by HUD. Recertification of income will be required annually to remain eligible for the Program and to preserve the units as affordable for occupants who meet the income guidelines. Occupants of the Affordable Units whose income exceeds the applicable income amount will no longer be eligible for the Program and will be required to vacate.

FEES

Additional fees may be imposed by the Owner for such items as credit and background assessments, trash collection, pets, parking, water, renter's insurance, or other items. The fees are set exclusively by the Owner and are subject to change by the Owner without notice. Any determination with respect to fees rests solely with the Owner and LIHP has no responsibility for such assessments or determinations. Applicants should contact the Owner directly for information on Fees at: www.TheVillasAtOakRun.com or 631-295-4040.

CREDIT/MINIMUM INCOME/ BACKGROUND CHECK

The Owner, and/or its agents, will conduct a credit/minimum income and background check on applicants and applicants must meet the Owner requirements. Owner may assess a fee. Any determination with respect to credit/minimum income/background rests solely with the Owner and LIHP has no responsibility for such assessments or determinations.

OCCUPANCY/UNIT SELECTION

Unit selection and occupancy requirements are established solely by the Owner and eligible applicants must work directly with the Owner to select a unit. Any determination with respect to available units or occupancy restrictions rests solely with the Owner and LIHP has no responsibility for such assessments or determinations.

PETS

The complex is a pet friendly community; however, certain restrictions apply as determined solely by the Owner. Service and/or assistance animals are not subject to the pet policy. Applicants should contact the Owner directly for information on pets at: www.TheVillasAtOakRun.com or 631-295-4040.

APPEALS

Under some circumstances as provided herein, applicants who are deemed ineligible may appeal the determination by submitting a request to LIHP. The appeal request must be in writing and must be **received** (together will all documentation) by LIHP within three (3) calendar days of the date of LIHP's notice to applicant of the determination of ineligibility. The appeal must state the basis of the appeal and contain documentation to support the appeal. Please note that, if the applicant was deemed ineligible due to failure to submit required documentation within the required time frame, then, no appeal will be granted unless the applicant submits the remaining required documentation with the appeal request within the timeframe required. The appeal will be promptly reviewed and the applicant advised of the final determination by email. Notice to LIHP of an appeal request can ONLY be submitted via a file-specific link that will be provided by LIHP.

FAIR HOUSING AND NON-DISCRIMINATION

LIHP is committed to promoting fair housing, equal opportunity, and non-discrimination in compliance with all federal, state and local laws, including, but not limited to, the Fair Housing Act, as amended by the Housing for Older Americans Act, the Americans with Disabilities Act, the Civil Rights Act, and the New York State Human Rights Law. The LIHP staff is available to assist with the application, and answer questions about eligibility requirements. In furtherance of this policy, LIHP shall not discriminate on the basis of race, creed, color, national or ethnic origin, sex, sexual orientation, gender identity, familial status, source of income, religion, disability, veterans' status, age, or any other basis prohibited by law.

LIMITED ENGLISH PROFICIENCY AND ACCOMMODATIONS

LIHP will take reasonable steps to ensure that persons with Limited English Proficiency (LEP) and persons who need assistance or who have a limited ability to speak, read, or write English, will have meaningful access and an equal opportunity to participate in the Program. Interpreters, translators and other aids needed to comply with this policy shall be provided as reasonably necessary. If you have any questions regarding the guidelines, or need assistance including language assistance such as translation and/or oral interpretation services, please contact the LIHP at rentals3@lihp.org.

NOTICE VIA EMAIL

Applicants are advised that notices will be delivered by LIHP to applicants to the email provided by the applicant. All notices will be deemed effectively delivered to the applicant when sent by LIHP (and NOT upon opening by the applicant) unless LIHP receives electronic notice that the email was undeliverable.

DISCLAIMER OF LIABILITY/RELEASE

APPLICANT ACKNOWLEDGES THAT LIHP IS NEITHER THE OWNER, MANAGER, LANDLORD OR LEASING AGENT. LIHP'S ROLE IS LIMITED TO REVIEWING YOUR HOUSEHOLD INCOME TO DETERMINE IF YOU MEET THE MAXIMUM INCOME AND VETERAN STATUS QUALIFICATIONS FOR THE PROGRAM. THE COMPLEX IS/WAS CONSTRUCTED AND IS OPERATED INDEPENDENTLY BY THE OWNER/MANAGER AS LANDLORD AND LIHP HAS NO ROLE IN UNIT OCCUPANCY, UNIT SELECTION, REVIEW OF YOUR SUITABILITY FOR TENANCY, FEES ASSESSED, THE LEASE TERMS, THE LEASE-UP PROCESS BY OWNER/MANAGER, THEIR AFFILIATES OR AGENTS, PROCESSING OF ANY HOUSING VOUCHER, UNIT LAYOUT AND LOCATION, OR THE OPERATIONS, STATEMENTS, ACTS OR OMMISSIONS, AND POLICIES/PROCEDURES, OF THE COMPLEX OR THE OWNER/MANAGER AND ITS AFFILIATES OR AGENTS WHATSOEVER, INCLUDING, WITHOUT LIMITATION, IN CONNECTION WITH ANY REQUEST FOR REASONABLE ACCOMMODATION (THE "OWNER RESPONSIBILITIES"). WITHOUT LIMITING THE FOREGOING, YOU ACKNOWELDGE THAT LIHP HAS NO ABILITY OR RESPONSIBILITY TO ADDRESS ANY REQUEST YOU MAY HAVE FOR A REASONABLE ACCOMMODATION/MODIFICATION REGARDING A UNIT AND ANY SUCH REQUEST WILL BE MADE BY YOU DIRECTLY TO THE OWNER/MANAGER FOR PROCESSING.

ACCORDINGLY, YOU AGREE THAT LIHP, ITS AFFILIATES, EMPLOYEES, AGENTS, OFFICERS, MEMBERS, AND DIRECTORS (COLLECTIVELY, "LIHP") ARE NOT LIABLE FOR ANY CLAIMS OR CAUSES OF ACTIONS ARISING FROM ANY OF THE OWNER/MANAGER RESPONSIBILITIES AND, FOR GOOD AND VALUABLE CONSIDERATION, UPON APPLYING TO THE PROGRAM, YOU THEREBY RELEASE AND WAIVE ALL CLAIMS OR CAUSES OF ACTION YOU NOW HAVE OR MAY HAVE AGAINST LIHP ARISING OUT OF OR RELATED TO THE OWNER RESPONSIBILITIES.

YOU HAVE READ THIS DISCLAIMER/RELEASE, UNDERSTAND THAT YOU MAY GIVE UP SUBSTANTIAL RIGHTS BY AGREEING TO IT, AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. IF ANY PROVISION IS UNENFORCEABLE, IT SHALL BE MODIFIED TO THE EXTENT NECESSARY TO MAKE THE PROVISION VALID AND BINDING, AND THE REMAINDER SHALL REMAIN ENFORCEABLE TO THE FULL EXTENT ALLOWED BY LAW.

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Disclaimer: It is understood that this is not an offer and that the processes, terms and conditions may be changed at any time, without notice, by the municipality, the Owner, HUD, or Long Island Housing Partnership, Inc., and Affiliates. It is further understood that notices by the Long Island Housing Partnership, Inc., and Affiliates may be made in such manner as Long Island Housing Partnership, Inc., and Affiliates may determine, including solely by email or advertisement.