



LONG ISLAND HOUSING PARTNERSHIP, INC.

PROGRAM GUIDELINES

**THE BREEZE AT LONG BEACH AFFORDABLE RENTAL HOUSING PROGRAM
FIRST-COME FIRST-SERVED**

PLEASE READ CAREFULLY

The Breeze at Long Beach, LLC (the “Owner”) is now accepting Applications, on a first-come first-served basis, for new affordable rental units (the “Affordable Units”) in Long Beach, New York within the complex known as “The Breeze at Long Beach”.

APPLICATIONS FOR RESIDENCY MUST BE SUBMITTED DIRECTLY TO OWNER AND NOT TO LIHP. OWNER SHALL MAINTAIN ANY WAITLIST FOR THE PROGRAM, SUBJECT TO VETERAN PRIORITY, AS APPLICABLE.

PLEASE CONTACT OWNER DIRECTLY AT (516) 440-9000 or EMAIL THEM AT www.breezelongbeach.com

Set forth herein are the Program Guidelines with respect to eligibility for the units. LIHP is retained in a limited capacity to review maximum income eligibility of applicants and to establish the rents. These Program Guidelines will be strictly complied with and applicants are urged to read them thoroughly. Applications will be reviewed for compliance and completeness. Final eligibility for tenancy is the determination of the Owner and not LIHP.

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 info@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 directrices del programa, o necesita cualquier tipo de asistencia, incluida la asistencia lingüística, como la traducción y/o los servicios de interpretación oral, envíe un correo electrónico a LIHP a info@lihp.org antes de solicitarlo. Los empleados de LIHP y sus familiares inmediatos no pueden participar en el programa.

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 INCOME QUALIFYING APPLICANTS. ANY REQUEST FOR A REASONABLE ACCOMMODATION REGARDING ANY UNIT MUST BE CONVEYED TO AND PROCESSED BY THE OWNER.



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

THE BREEZE AT LONG BEACH RENTAL PROGRAM

The complex is a new 238--unit rental complex containing 30 Affordable Units consisting of studio, 1-bedroom and 2-bedroom rental units. The complex is located at 180 Boardwalk, Long Beach, NY. Eight (8) units will be available to households with incomes at or below 100% AMI, and twelve (11) units will be available to households with incomes at or below 120% AMI.

Located in the heart of Long Beach, NY, the complex offers gorgeous oceanfront units with direct access to the boardwalk. Each apartment has been thoughtfully designed with open layouts and high-end touches. Sprawling amenity spaces bring you a fitness center, yoga studio, resort-style outdoor saltwater pool, pet spa and much more. Please consult the Owner’s website at <https://breezelongbeach.com> for more information.

MAXIMUM & MINIMUM INCOME GUIDELINES

The Affordable Units will be available to households with incomes at or below 100% and 120% AMI, as applicable, adjusted for household size. The applicable HUD 2024 income limits are as follows:

100% AMI

STUDIO

<u>HOUSEHOLD SIZE</u>	<u>*MAXIMUM ANNUAL INCOME</u>	<u>**MINIMUM ANNUAL INCOME</u>
1	\$109,350	\$65,640
2	\$124,950	\$65,640

1 BEDROOM

<u>HOUSEHOLD SIZE</u>	<u>*MAXIMUM ANNUAL INCOME</u>	<u>**MINIMUM ANNUAL INCOME</u>
1	\$109,350	\$75,024
2	\$124,950	\$75,024
3	\$140,600	\$75,024

2 BEDROOM

<u>HOUSEHOLD SIZE</u>	<u>*MAXIMUM ANNUAL INCOME</u>	<u>**MINIMUM ANNUAL INCOME</u>
1	\$109,350	\$93,792
2	\$124,950	\$93,792
3	\$140,600	\$93,792
4	\$156,200	\$93,792
5	\$168,700	\$93,792



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120% AMI

STUDIO

<u>HOUSEHOLD SIZE</u>	<u>*MAXIMUM ANNUAL INCOME</u>	<u>**MINIMUM ANNUAL INCOME</u>
1	\$131,200	\$78,792
2	\$149,950	\$78,792

1 BEDROOM

<u>HOUSEHOLD SIZE</u>	<u>*MAXIMUM ANNUAL INCOME</u>	<u>**MINIMUM ANNUAL INCOME</u>
1	\$131,200	\$90,024
2	\$149,950	\$90,024
3	\$168,700	\$90,024

2 BEDROOM

<u>HOUSEHOLD SIZE</u>	<u>*MAXIMUM ANNUAL INCOME</u>	<u>**MINIMUM ANNUAL INCOME</u>
1	\$131,200	\$112,536
2	\$149,950	\$112,536
3	\$168,700	\$112,536
4	\$187,450	\$112,536
5	\$202,450	\$112,536

*Includes all income – overtime, bonuses, pensions, social security, 401K distributions, tips, etc. Your gross income cannot exceed the maximum annual income for your household size. The limits above are based on the 2024 HUD “uncapped” income limits. Income limits are subject to confirmation and adjustment by HUD and may be adjusted for rounding. Income limits are also adjusted annually.

****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.

AVAILABLE UNITS

AMI	STUDIO	1BR	2BR	TOTAL
100%	1	3	4	8
120%	2	3	6	11
	3	6	10	19



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RENTS

Pursuant to Owner/municipal requirements, the initial rents for each unit are set forth below. Rents are adjusted annually and rents are subject to increase accordingly. Tenants are responsible for paying all utilities. The initial rents are set as follows:

AMI	STUDIO	1BR	2BR
100% Units	\$2,735	\$3,126	\$3,908
120% Units	\$3,283	\$3,751	\$4,689

ELIGIBILITY PROCESS

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 an Application for Residency **directly to the Owner**. Applicant must submit the following documentation to Owner with the Application for Residency:
 - Two months of consecutive paystubs and or bank statements.
 - Copy of photo I.D.
 - Money order (made out to The Breeze) in the amount of \$20.00 per applicant for tenant screening costs.
- 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 contacting Owner directly at (516) 440-9000 or emailing at <https://breezelongbeach.com>

DO NOT SUBMIT THE APPLICATION TO LIHP. IT MUST BE SENT DIRECTLY TO OWNER.

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 submitted the Application for Residency directly to the Owner and met the credit/minimum income/ background requirements of the Owner, LIHP will send notice to the applicant, by email to submit a **Formal Program Application** and supporting documents. 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



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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 three (3) day period, the applicant will be deemed ineligible, with a right of appeal.

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 and LIHP will send notice to the applicant by email that the applicant is no longer eligible for the program. Should the applicant be deemed ineligible, LIHP will move on to the next applicant.

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 will meet the income guidelines on recertification as long as their household income does not exceed the applicable income limit for their unit based on the AMI as determined by HUD and adjusted for household size. Occupants of the Affordable Units whose income exceeds this 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 a security deposit, credit and background assessments, trash collection, pets, parking, water, renter's insurance, or other items. The fees are set by the Owner and are subject to change by the Owner without notice. Any fees are assessed solely by the Owner and LIHP has no responsibility for such assessments or determinations. Applicants should contact the Owner directly for information on Fees at 516-440-9000.

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. 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. Additional fees may apply. Service and/or assistance animals are not subject to the pet policy. Applicants should contact the Owner directly for information on the Pet Policy at 516-440-9000.

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



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received (together with 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 info@lihp.org.

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 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 OMISSIONS, 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 ACKNOWLEDGE 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, YOU HEREBY 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.



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YOU HAVE READ THIS DOCUMENT, UNDERSTAND THAT YOU MAY HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. IF ANY PROVISION OF THIS DOCUMENT IS UNENFORCEABLE, IT SHALL BE MODIFIED TO THE EXTENT NECESSARY TO MAKE THE PROVISION VALID AND BINDING, AND THE REMAINDER OF THIS DOCUMENT SHALL REMAIN ENFORCEABLE TO THE FULL EXTENT ALLOWED BY LAW.

Disclaimer: It is understood that this is not an offer and that the processes, terms and conditions may be changed at any time by the Village 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.