AOG LIVING
CRITERIA FOR RENTAL – Seabrook Square
Tax Credit and Home Units

Equal Housing – This community does not discriminate against any person because of race, color, religion, sex, handicap, familial status or national origin, sexual orientation or gender identity and will comply with state and federal fair housing and antidiscrimination laws, including but not limited to consideration of reasonable accommodations requested to complete the application process and the Federal Fair Credit Reporting Act.

The Development will comply with state and federal fair housing and antidiscrimination laws; including, but not limited to, consideration of reasonable accommodations requested to complete the application process. Chapter 1, Subchapter B of this title provides more detail about reasonable accommodations.

Screening criteria will be applied in a manner consistent with all applicable laws, including the Texas and Federal Fair Housing Acts, the Federal Fair Credit Reporting Act, program guidelines, and the TDHCA rules.

Identification - Each US Citizen who applies for an apartment must have a valid Social Security Number and a valid government issued picture identification card. Non-U.S. Citizens must provide a valid government issued photo ID and an identification number.

Occupancy Standard - A maximum of two persons per bedroom plus one additional person per unit. Children that join the household after the start of a lease term will not cause a household to be in violation of the lease.

Age – Lease holder(s) must be 18 years or older. All occupants 18 years or older are required to complete an application, even if living with parent or guardian.

Live-in Attendants – If an applicant is in need of a live-in attendant this must be verified by management. A verification may be obtained from the person's physician, psychiatrist, or health care provider verifying whether the live-in attendant is necessary to provide the supportive services essential to the care and wellbeing of the person. The applicant cannot be financially dependent on the live-in attendant. The attendant may be a family member with the exception of a spouse. A live-in attendant must complete an application showing financial independence from the applicant and must meet the same screening criteria (other than credit) as the applicant. Live-in attendants must sign and adhere to the **Live-In Attendant Statement** which outlines the conditions of the program.

Income - Gross monthly income of household must be 2 1/2 times monthly resident paid portion of rental amount. All sources of earned and unearned income must be verified in writing. If the household is participating in a voucher program, it is limited to the greater of a monthly income of 2 times the household's share of the total monthly rent amount or $2,500.00 annually. Maximum household income and maximum rent limits are as follows:

MAXIMUM ANNUAL INCOME FOR RENT RESTRICTED APARTMENT HOMES ONLY- TAX CREDIT

	1 person	2 people	3 people	4 people	5 people	6 people	7 people	8 people
30%	$28,230	$32,280	$36,300	$40,320	$43,560	$46,800	$ 50,010	$ 53,250
50%	$47,050	$53,800	$60,500	$67,200	$72,600	$78,000	$ 83,350	$ 88,750
60%	$56,460	$64,560	$72,600	$80,640	$87,120	$93,600	$100,020	$106,500

MAXIMUM ANNUAL INCOME FOR RENT RESTRICTED APARTMENT HOMES ONLY - HOME

	1 person	2 people	3 people	4 people	5 people	6 people	7 people	8 people
30%	$28,250	$32,250	$36,300	$40,300	$43,550	$46,750	$ 50,000	$ 53,200
50%	$47,050	$53,800	$60,500	$67,200	$72,600	$78,000	$ 83,350	$ 88,750
60%	$56,460	$64,560	$72,600	$80,640	$87,120	$93,600	$100,020	$106,500

MAXIMUM RENTAL AMOUNT FOR RENT RESTRICTED APARTMENT HOMES ONLY – TAX CREDIT

	0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
30%	$ 705	$ 756	$ 907	$1,048	$1,170
50%		$1,260	$1,512	$1,747	
60%	$1,411	$1,512	$1,815	$2,097	$2,340

MAXIMUM RENTAL AMOUNT FOR RENT RESTRICTED APARTMENT HOMES ONLY – HOME

	0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
30%	$ 706	$ 756	$ 907	$1,048	$1,168
50%		$1,260	$1,512	$1,747	
60%	$1,411	$1,614	$1,815	$2,016	$2,178

Employment - Applicant must 1) be employed with current employer for at least six months and/or have a verifiable employment offer letter for new employment; 2) have current job and at least six months employment with previous employer; or 3) receiving retirement benefits, government benefits, or any other verifiable and consistent income.

Veterans - Important information for former Military Service Members. Women and men who served in any military branch of the United States Armed Forces, including Army, Navy, Air Force, Marines, Coast Guard, Reserves or National Guard, may be eligible for additional benefits and services. For more information please visit with the Texas Veterans Portal at https:llveterans.portal.texas.gov/.

Rental History - Previous rental history will be reviewed and an application denied for the following: Failure to pay rent timely and/or evictions filed within the last 36 months, insufficient move-out notice, repeated disturbances and/or excessive damages not related to circumstances protected under the Violence Against Women Act, and/or prior management references describing repeated violations of the lease. Any debt owed to an apartment community within the last 24 months must be paid in full.

Credit – Unsatisfactory credit references including any open bankruptcies, or no credit history may result in the requirement of an additional deposit or denial. Unsatisfactory credit shall be determined through a screening analysis report from Safe Rent with a score 550 and above will be approved. A score between 549 and 500 will be conditionally approved with an additional deposit. A score below 499 will be declined. The qualifying criteria includes an applicant's credit history, payment history, rent to income ratio, debt to income ratio, and rental history from the rental history database information available at the time the application is processed. The screening analysis report allows us to gather a comprehensive perspective of the applicant's risk level.

Criminal Background - Applicant, resident or occupant convicted of the following criminal activity will be denied, including persons who have not yet satisfied any probationary or parole period including a probationary period for deferred adjudication: Criminal Intent related crimes with a look back period of 10 years for a Felony and 5 years for a Misdemeanor; Domestic related crimes with a look back period of 10 years for a Felony and 5 years for a Misdemeanor; Property related crimes with a look back period of 10 years for a Felony and 5 years for a Misdemeanor; Theft and Burglary related crimes with a look back period of 10 years for a Felony and 5 years for a Misdemeanor; Substance Abuse related crimes involving the manufacture, sale and/or distributions of drugs that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents with a look back period of 10 years for a Felony and 5 years for a Misdemeanor; Violence and Threats related crimes with a look back period of 10 years for a Felony and 10 years for a Misdemeanor; Sexual crimes of Prostitution with a look back period of 20 years for a Felony and 10 years for a Misdemeanor. All other Sexual related crimes and offenses including Registered Sex Offenders will be denied regardless of the date in which the crime occurred.

Each person denied occupancy based on information obtained in the criminal background check, shall be allowed to appeal the denial and submit information that shows mitigating circumstances such as the facts and circumstances of the criminal conduct, the age of the applicant at the time of the crime, severity and recentness of the criminal conduct and rehabilitation efforts.

Animals – A maximum of 1 pet(s) per apartment is permitted. Dogs whose breed or dominant breed weight exceeds 40 pounds at maturity are not accepted. The following breeds or partial breeds are not permitted: rottweilers, pit bulls, akitas, dobermans, chows, German shepherds, and Australian shepherds. Exotic animals and reptiles are not accepted. Additional restrictions may apply.

Specific animal, breed, number, weight restrictions, pet rules, and pet deposits will not apply to households having a qualified service/assistance animal(s).

All animals must be photographed by management before approval.

Assistance Animal - Certain animals provide assistance or perform tasks for the benefit of a person with a disability. Such animals are often referred to as ‘‘service animals,’’ ‘‘assistance animals,’’ ‘‘support animals,’’ ‘‘therapy animals,’’ “companion animals,” or “emotional support animals”. The use of assistive animals is allowed as a reasonable accommodation.

Under both the Fair Housing Act and Section 504, in order for a requested accommodation to qualify as a reasonable accommodation, the requester must (1) have a disability, and (2) the accommodation must be necessary to afford a person with a disability an equal opportunity to use and enjoy a dwelling. To show that a requested accommodation may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the person's disability. In the case of assistance/service animals, an individual with a disability must demonstrate a nexus between his or her disability and the function the service animal provides.

The Property will verify the existence of the disability, and the need for the accommodation—if either is not readily apparent. Persons who are seeking a reasonable accommodation for an emotional support animal may be required to provide documentation from a physician, psychiatrist, social worker, or other mental health professional that the animal provides support that alleviates at least one of the identified symptoms or effects of the existing disability.

In accordance with HUD Final Rule (73 F.R. 63834) and 24 CFR part 5, subpart C, a reasonable accommodation may be denied under the following circumstances: (1) pose a direct threat to the health or safety of others (2) result in substantial physical damage to the property of others unless the threat can be eliminated or significantly reduced by a reasonable accommodation (3) pose an undue financial and administrative burden; or (4) fundamentally alter the nature of the Property's operations.

The Property may exclude an assistance animal when that animal's behavior poses a direct threat and its owner takes no effective action to control the animal's behavior so that the threat is mitigated or eliminated. The determination of whether an assistance animal poses a direct threat will be based on an individualized assessment that is based on objective evidence about the specific animal in question, such as the animal's current conduct or a recent history of overt acts. The assessment will consider the nature, duration, and severity of the risk of injury; the probability that the potential injury will actually occur; and whether reasonable modifications of rules, policies, practices, procedures, or services will reduce the risk. In evaluating a recent history of overt acts, the Property shall take into account whether the assistance animal's owner has taken any action that has reduced or eliminated the risk. (Ex: obtaining specific training, medication, or equipment for the animal) This direct threat provision of the Fair Housing Act requires the existence of a significant risk—not a remote or speculative risk. Accordingly, the determination will not be the result of fear or speculation about the types of harm or damage an animal may cause, or evidence about harm or damage caused by other animals.

The HUD Final Rule requires a person with a disability who uses an assistance animal to be responsible for the animal's care, maintenance, and control. This includes picking up and disposing of his or her assistance animal's waste.

Pet Deposit and Other Charges – A Pet Deposit in the amount of $500 will be charged. Pet Rent in the amount of $35 will be charged monthly for each pet.

Application Fee – A $18 non-refundable application fee is required for the first per person over the age of 18 years. An additional $13 is required for each additional person over the age of 18 years.

Security Deposits – A fully refundable security deposit is due upon move in. The fully refundable security deposit will be no more than the equivalent of one month's rent. The following fully refundable security deposits will be charged – 0 Bdrm - $150; 1 Bdrm - $250; 2 Bdrm - $350; 3 Bdrm - $450; 4 Bdrm - $550.

Students – Certain restrictions apply to applicants whose household contains only full time students. Student status includes those attending public or private elementary schools, middle or junior high schools, senior high schools, colleges, universities, technical, trade or mechanical schools, but does not include those attending on-the-job training courses.

Exceptions to this policy include the following:

- At least one student receiving assistance under title IV of the Social Security Act (ex: payments under AFDC)
- At least one student was previously under the care and placement responsibility of the state agency responsible for administering foster care
- At least one student participates in a program receiving assistance under the Job Training Partnership Act (JTPA), Workforce Investment Act or under other similar federal, state or local job training program
- At least one student is a single parent with child(ren) and this parent is not a dependent of another individual and the child(ren) is/are not dependent(s) of someone other than a parent
- Are the students married and entitled to file a joint tax return

Students – Under the HOME Program. If a unit receives HOME funds (even if it is combined with LIHTC or other funding programs) it excludes any student who:

1. Is enrolled in a higher education institution

and

2. Is under age 24
3. Is not a veteran of the United States Military
4. Is not married
5. Does not have a dependent child(ren)
6. Is not a person with disabilities
7. Is not otherwise individually eligible, or have parents who, individually or jointly, are not eligible based on income. Please note: this item refers to being eligible for Section 8. So, if the student OR their parents are eligible to receive Section 8, then they would meet exception #7.

Excluded students are prohibited from receiving any type of HOME assistance, including renting HOME-assisted rental units, receiving HOME tenant-based rental assistance, or otherwise participating in the HOME program independent of their low- or very low-income families.

Section 8 – All Section 8 Voucher holders are welcome to apply for residency and will be provided the same consideration as all other applicants.

Waiting List - When there are more applicants/residents than apartment vacancies management will establish and maintain an applicant wait list. The wait list order shall group applicants/residents by the date the application is received in the management office. When an apartment becomes available the first position applicant/resident on the wait list will be contacted for possible residency. If management is unable to reach the applicant/resident within 24 hours the applicant/resident will be removed from the wait list. The next position applicant/resident will be then be contacted for the vacancy. The applicant/resident is responsible for keeping all contact information current. Any changes to the application such as address or contact information must be made in writing. The property will conduct outreach as necessary to ensure that the Property has a sufficient number of applicants/residents on the waiting list to fill anticipated vacancies and to assure that the Property is affirmatively furthering fair housing and complying with the Fair Housing Act. Priority for accessible units shall be given to an applicant/resident that requires accessible features or an applicant/resident with a disabled household member that requires accessible features. The waitlist shall consist of no more than 30 applicants/residents at any time per unit size or with lower rent restricted units. Current residents on waiting list will be given the same consideration as applicants on the waiting list unless an emergency or special needs request is necessary. Applicants/Residents priority for reasonable accommodations, disability, special needs, or request for accessible units is defined as follows: person(s) will be moved to the top of the waiting list per unit size or lower rent restricted units. Residents who already reside in the development, or applicants on the waiting list, will be screened on the basis of the original criteria that was in effect at the time the household originally applied at the development. For communities with mixed income units, applicants and current residents will be placed on the appropriate waitlist based on their income qualifications. The property will close the waiting list if it has an adequate pool of applicants/residents to fill projected vacancies. The number of applicants/residents needed before closing the waitlist shall be set by the property and detailed in the property criteria. The Property may close the waiting list completely, or restrict intake by preference, or by size and type of unit. The waiting list will be updated as needed to ensure that all applicants/residents and applicant/resident information is current and timely. To update the waiting list, the property will attempt to make contact via the phone number listed on the application to each applicant/resident on the waiting list to determine whether the applicant/resident continues to be interested in, and to qualify for, the program. The update request will provide a deadline of 24 hours by which the applicant/resident must respond and will state that failure to respond will result in the applicant's/resident's name being removed from the waiting list.

Closing and Re-Opening the Waitlist – The waitlist shall consist of no more than 30 applicants/residents at any time per unit size or with lower rent restricted units. The property will close the waiting list if it has an adequate pool of applicants/residents to fill projected vacancies. The waitlist will reopen when there are less than 30 applicants/residents per unit size or with lower rent restrictions.

Annual Income Recertification - All households participating in the Program(s) must complete an Annual Income Recertification within one-hundred twenty (120) days prior to the household's anniversary of move-in. Management will begin the notification process within one hundred (120) days of household's anniversary date, and continuing in thirty (30) day increments, until the Annual Income Recertification is complete. This development consists of mixed income projects and annual income recertifications are required. A household's designation may change if the household income increases or decreases. If the household income increases/decreases to a higher/lower tier the rent will also increase/decrease as long as such an increase/decrease does not affect the property set aside requirements. The project must comply with the Next Available Unit Rule. If the household's income at recertification exceeds 140 percent of the highest income tier established at

this site, the development will lease the next available unit in the building to a low-income household. Once this household moves in rent can be increase on the current household's unit. If no other unit is available, the household rent will remain restricted until such a unit can be designated at the lower tier.

Note: Households may be asked to produce income and asset verifications at any time if management has good cause to examine current or past circumstances that may affect program eligibility. In the event the household fails to comply with management's request for information, fails to comply with the annual eligibility requirements, self-certification or recertification process the household will no longer be an eligible household under the Program(s).

Accessible Unit Priority - Priority for accessible units shall be given to an applicant that requires accessible features or an applicant with a disabled household member that requires accessible features.

VAWA PROTECTIONS - The Property is sensitive to the barriers of participation that accompanies applicants that are protected by the Violence Against Women Act. Please refer to the "Notice of Occupancy Rights" under the "Violence Against Women Act" documentation that will be provided to you upon execution of this Criteria.

The Property 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.

Denial of Application – If your application is denied for any reason, applicant/resident will be provided a notification of denial that will include the reason for denial, via in person, USPS, facsimile or email, which will include a phone number to the third party provider of information that resulted in the decision for denial within 7 days. This notice will include copies of HUD 5380, HUD 5381 and 5382. The applicant has fourteen (14) days to request an appeal in writing or request a meeting to discuss the rejection. If an appeal is requested due to the denial a second review of all documentation will be made by the compliance manager or someone who did not take part in the original decision. Notification will be by phone followed up in writing via e-mail or sent by USPS mail within 7 days. Should changes in circumstances arise from original application date, you may reapply after 90 days.

Grievance Procedure- If an applicant or resident disagrees with management policies, action or failure to act in accordance with the rental criteria or lease agreement the following procedures to mediate the resident disagreement with management will be:

- The applicant/resident will be given the opportunity to communicate their concerns to the community manager. If a resolution cannot be agreed upon,
- The applicant/resident may put their disagreement in writing to be reviewed by the property supervisor via:
  *The property manager will forward to the supervisor
  *Fax to the Corporate Office: Fax # (713)622-4762
  *USPS to the Corporate office at Allied Orion Group, 19219 Katy Freeway, Suite 500, Houston TX 77094

  An acknowledgement of receipt by Allied Orion Group will be sent to the applicant/resident within (15) days of receiving the written disagreement.
- The Property Supervisor will then review the written disagreement, research the situation and respond in writing with the decision within thirty (30) days of receiving the disagreement.
- ALL individual applicant/resident disagreements with management will be conducted privately in the on-site community manager's office.

Unit Transfer Policy – This development is not part of a multiple building project per the IRS form 8609. This requires resident(s) to qualify on current circumstances as initial certification for a new unit in a different building (Project). Completion of all paperwork is required, and a new security deposit will be required the day the new lease is executed. Existing resident(s) must meet income/rent restrictions as outlined in current criteria for rental. Residents who already reside in the development (or applicants on the waitlist), will be screened on the basis of the original criteria that was in effect at the time the household originally applied at the development. Resident(s) electing to transfer within the same building must sign and date the Tenant Rights and Resource Guide Acknowledgement form and HUD 5380, 5381 and 5382 Acknowledgement form. Transfers within the same building are allowed, regardless of the household's income at the most current certification. Certification date follows the household, not the unit. If the income on most current certification exceeds the 140% of the sites highest income tier the existing resident(s) is permitted to transfer within the same building but not to a different building in this development. If transferring to same size unit, rent will remain the same if a rent increase has occurred in the last 12 months. If currently in a lease or downsizing, a transfer fee of $200 will be charged and a new security deposit at the time the new lease is executed. Current unit deposit will be refunded if there are no damages to the current unit. Pre-inspection of the unit will be conducted prior to any transfer approval. If transfer is to accommodate a request for an accessible unit/reasonable accommodation, the

transfer fee and security deposit will be waived. The property does not offer a preference or give a priority to any applicant not residing on the property over those already residing at the property when the existing tenant is seeking a unit with a lower or higher income restriction than the unit they currently occupy. Existing tenants will be entered on the waitlist using the same process as applicants not currently residing at the property. A priority shall be granted for a transfer for an existing tenant that needs an accessible unit/reasonable accommodation over applicants on the waiting list. A priority shall be granted for a transfer by an existing tenant that needs to transfer based on protections under the "Violence Against Women Act" over applicants on the waiting list. Priority for accessible units shall be given to an applicant that requires accessible features or an applicant with a disabled household member that requires accessible features.

Emergency Transfer - If the dwelling unit is damaged or a condition inside the unit exist which is a hazard to life, health, or safety of the occupants, the property will move the resident to the first available unit, if available, where necessary repairs cannot be made within a reasonable time. If the occupant must be placed on the waitlist, they shall be placed at the top of the waitlist and occupy the next available unit.

Non-Renewals and Terminations of Lease Contracts for Existing Households – Existing households that are not allowed to renew and their lease is being terminated will be handled as allowed under the program. A specific reason for termination or non-renewal will be addressed in writing on the Advance Notice of Lease Termination form or renewal period for TDHCA regulated Affordable Housing Notification form .This property operates in compliance with the Violence Against Women Act (VAWA) and will comply to non-renewals and termination of the lease contract accordingly. The HUD 5380 and 5382 forms will be given to each existing household along the non-renewal/lease termination notice. If you are a victim of domestic violence, sexual assault, dating violence or stalking, you as well as members of your family, may have protection from being denied housing or from losing housing as a consequence of domestic violence, sexual assault, dating violence or stalking. If you are a person with a disability, and if there is a reasonable accommodation that you would like to request in response to this notice, you have a right to do so under the Fair Housing Act. Person(s) with a disability and or reasonable accommodation, request will not be non-renewed or terminated from the lease contact solely based on a person(s) with a disability and or reasonable accommodation request. Appeal procedures will be included, but not limited to notification of a supervisor and/or compliance for appeal review, for these households. If an appeal is requested due to the outcome of non-renewal and termination of the lease contract for existing households a reconsideration process will take place. A reconsideration is a complete review of your claim by someone who did not take part in the first decision. Management will look at all the evidence submitted from the original decision, plus any new evidence.

Disability Qualifications - A special needs individual person is defined as having a physical or mental impairment, which substantially limits one or more major life activities (i.e. self-care, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning or working). Physical or mental impairments entail a lengthy list of infirmities which can include, but are not necessarily limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, Cerebral Palsy, Autism, Epilepsy, Muscular Dystrophy, Multiple Sclerosis, Cancer, Heart Disease, Diabetes, Human Immune deficiency Virus (HIV) or (AIDS) infection, mental retardation, emotional illness, drug addiction (OTHER THAN ADDICTION CAUSED BY CURRENT ILLEGAL USE OF CONTROLLED SUBSTANCE.), Alcoholism.

Certain apartments are constructed as accessible for individuals with a disability. If a disabled person requests an accessible apartment that is currently occupied by a non- disabled person, the non- disabled person must move out of that apartment within 30 days.

If an accessible unit is not available for a qualified disabled applicant, the applicant shall not be denied housing. No disabled applicant shall be required to lease an accessible unit. No applicant is required to provide specific medical or disability information other than the disability verification that is requested to verify eligibility for reasonable accommodations.

Reasonable Accommodations – Applicants/Residents with a disability may request a reasonable accommodation verbally or in person to the Property Manager. All requests will be responded to within fourteen (14) calendar days.

Privacy Policy for Personal Information of Rental Applicant and Residents - We are dedicated to protecting the privacy of your personal information, including your Social Security Number and other identifying or sensitive personal information. Our policy and procedures are designed to help ensure that your information is kept secure, and we work to follow all federal and state laws regarding the protection of your personal information. While no one can guarantee against identity theft or the misuse of personal information, protecting the information you provide us is a high priority to our company and staff. If you have concerns about this issue, please feel free to share them with us.

How Personal Information is collected and Applications are accepted: You will be asked to furnish some personal information when you apply to rent from us. This information will be on the rental application form or other document that you provide to us or to an apartment locator service, either on paper, fax or e-mail. Applicant and Residents may apply by USPS at 3515 Manor Road; Austin, TX 78723 or in person. Alternative method is by email at seabrooksquare@aogliving.com. Original signatures will be required on all paperwork at move-in.

How and When Information is used: We use this information for our business purposes only as it relates to leasing a dwelling to you. Examples of these uses include but are not limited to, verifying statements made on your rental application (such as your rental, credit and employment history), reviewing your lease for renewal and enforcing your lease obligations (such as to obtain payment for money you may owe us in the future).

How the Information is Protected and Who has Access: We allow only authorized persons to have access to your personal information, and we keep documents and electronic records containing this information in secure areas and systems.

How the Information is Disposed of: After we no longer need or are required to keep your personal information, we will store or destroy it in a manner designed to prevent unauthorized persons from accessing it. Our disposal methods will include shredding, destruction or obliteration of paper documents and destruction of electronic files.

Locator Services: If you found us through a locator service, please be aware that locator services are independent contractors and are not our employees or agents – even though they may initially process rental applications and fill out lease forms. You should require any locator services you use to furnish you their own privacy policies.

Policies and Procedures: Copies of all policies and procedures referenced in this rental criteria are available upon request to applicants/tenants or their representatives.

I understand and accept these qualifying standards and have truthfully answered all questions. I understand that falsification of Rental Application information will lead to denial of rental. Rental Criteria does not constitute a guarantee or representation that resident or occupants currently residing in the community have not been convicted or are not subject to deferred adjudication for felony. Management's ability to verify this information is limited to the information made available by the agencies and services used. It does not insure that all individuals reside in on or visiting the community conforms to these guidelines.

I have received a copy of the "Notice of Occupancy Rights" under the "Violence Against Women Act" and the certification documentation.

_____ _____

Applicant Signature Date

_____ _____

Applicant Signature Date

NOTICE OF OCCUPANCY RIGHTS UNDER THE VIOLENCE AGAINST WOMEN ACT

Seabrook Square

Notice of Occupancy Rights under the Violence Against Women Act[1]

To all Tenants and Applicants
The Violence Against Women Act (VAWA) provides protections for persons that have been subject to domestic violence, dating violence, sexual assault, or stalking.[2] VAWA protections are available equally to all individuals regardless of sex, gender identity, or sexual orientation.[3] The Texas Department of Housing and Community Affairs is the State agency that oversees (please circle the covered program) **the Housing Tax Credit, HOME Multifamily, HOME Tenant Based Rental Assistance, Tax Credit Assistance Program-Repayment Funds, National Housing Trust Fund, Emergency Solutions Grant, and the Housing Choice Voucher Program "covered program".** This notice explains your rights under VAWA. A U.S. Department of Housing ("HUD") approved certification form is attached to this notice. You can fill out this form to show that you are or have been subject to domestic violence; dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.

Protections for Applicants
If you otherwise qualify for assistance under **the Housing Tax Credit Program,** you cannot be denied admission or denied assistance because you are or have been subject to domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants
If you are receiving assistance under **the Housing Tax Program,** you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been subject to domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been subject to of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under **the Housing Tax Credit Program** solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

Removing the Abuser or Perpetrator from the Household
Seabrook Square may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If **Seabrook Square** chooses to remove the abuser or perpetrator, **Seabrook Square** may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, **Seabrook Square** must allow the tenant who is or has VAWA protections and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, **Seabrook Square** must follow Federal, State, and local eviction procedures. In order to divide a lease, **Seabrook Square** may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking (such as HUD's self-certification form 5382).

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1 Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.
2 The VAWA statute uses the term victims to describe those with VAWA protections, but the Department herein refers to this class of persons as subject to protections under VAWA.
3 Housing providers in the covered programs cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

Moving to Another Unit
Upon your request, **Seabrook Square** may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, **Seabrook Square** may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking. If **Seabrook Square** does not already have documentation that you have been subject to domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.

(2) You expressly request the emergency transfer. Seabrook Square may choose to require that you submit a form, or may accept another written or oral request.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You have been subject to sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you have been subject to sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

Seabrook Square will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and work to ensure the confidentiality of the location of any move by such victims and their families.

HP's emergency transfer plan provides further information on emergency transfers, and **Seabrook Square** must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking
Seabrook Square can, but is not required to, ask you to provide documentation to "certify" that you are or have been subject to domestic violence, dating violence, sexual assault, or stalking. Such request from **Seabrook Square** must be in writing, and **Seabrook Square** must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. **Seabrook Square** may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to **Seabrook Square** as documentation. It is your choice which of the following to submit if **Seabrook Square** asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form (HUD form 5382) given to you by **Seabrook Square** with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.

- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.

- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.

- Any other statement or evidence that **Seabrook Square** has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, **Seabrook Square** does not have to provide you with the protections contained in this notice.

If **Seabrook Square** receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), **Seabrook Square** has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, **Seabrook Square** does not have to provide you with the protections contained in this notice.

Confidentiality
Seabrook Square must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

Seabrook Square must not allow any individual administering assistance or other services on behalf of **Seabrook Square** (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

Seabrook Square must not enter your information into any shared database or disclose your information to any other entity or individual. **Seabrook Square**, however, may disclose the information provided if:

- You give written permission to **Seabrook Square** to release the information on a time limited basis.
- **Seabrook Square** needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires **Seabrook Square** or your landlord to release the information.

VAWA does not limit **Seabrook Square** duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated
You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, **Seabrook Square** cannot hold tenants who have been subject to domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been subject to domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if **Seabrook Square** can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

1) Would occur within an immediate time frame, and

2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If **Seabrook Square** can demonstrate the above, **Seabrook Square** should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws
VAWA does not replace any Federal, State, or local law that provides greater protection for person's subject to domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for persons subject to domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with the Requirements of This Notice
You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with TDHCA at https://www.tdhca.state.tx.us/complaint.htm or 800-525-0657 or 817-978-5600 the HUD Fort Worth regional office, (800) -669-9777, (TTY 817-978-5595).

For Additional Information
You may view a copy of HUD's final VAWA rule at: https://www.federalregister.gov/documents/2016/11/16/2016-25888/violence-against-women-reauthorization-act-of-2013-implementation-in-hud-housing-programs.

Additionally, **Seabrook Square** must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, and/or if you need to move due to domestic violence, dating violence, sexual assault, or stalking please contact the Texas Department of Housing and Community Affairs at 512-475-3800 or 800-475-3800 (Relay Texas 800-735-2989) for assistance in locating other available housing (note, this is not a domestic violence hotline. Depending on your location, the Department may also have a listing of local service providers and advocates who can help you move to a safe and available unit. For more information regarding housing and other laws that may protect or provide additional options for survivors, call the Texas Council on Family Violence Policy Team at 1-800-525-1978.

Domestic Violence, Sexual Assault and Stalking Resources
To speak with an advocate and receive confidential support, information and referrals regarding domestic violence 24 hours a day, every day, contact the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also visit the Texas Council on Family Violence website for a listing or local domestic violence services providers: http://tcfv.org/service-directory/?wpbdp_view=all_listings.

For confidential support services and referral to a local sexual assault crisis center 24 hours a day, every day, contact RAINN: Rape, Abuse, & Incest National Network: Hotline: 1-800-656-HOPE. You may also visit the Texas Association Against Sexual Assault to find local crisis centers: http://taasa.org/crisis-center-locator/.

For information regarding stalking visit the National Center for Victims of Crime's Stalking Resource Center at: https://www.victimsofcrime.org/our-programs/stalking-resource-center.

Victims of a variety of crimes my find referrals by contacting t the Victim Connect Resource Center, a project of the NCVC, through calling Victim Connect Helpline: 855-4-VICTIM (855-484-2846) or searching for local providers at: http://victimconnect.org/get-help/connect-directory/.

Legal Resources - TexasLawHelp.org - www.texaslawhelp.org
TexasLawHelp.org is a website that provides free, reliable legal information on a variety of topics such as; family law, consumer protection and debt relief, health and benefits, employment law, housing, wills and life planning, and immigration. The website offers interactive and downloadable legal forms, self-help tools and videos on legal issues, and can assist in locating local free legal services.

Texas Advocacy Project, A VOICE - 1.888. 343.4414
Advocates for Victims of Crime (A VOICE), a project of Texas Legal Services Center, provides free direct legal representation and referrals to victims of violent crime, and providing education about crime victim's rights and assistance with Crime Victims Compensation applications. Note: callers will most likely leave a message and their call will be returned by an attorney.

Legal Aid for Survivors of Sexual Assault (LASSA) - 1-844-303-SAFE (7233)
The LASSA Hotline is answered by attorneys seven days a week. The Hotline attorneys provide sexual assault survivors with legal information and advice about legal issues that may arise following a sexual assault including crime victim's rights, housing, and safety planning.

Family Violence Legal Line - 800-374-HOPE
Texas Advocacy Project. Offers the HOPE Line, Monday -Friday 9am-5pm, staffed by attorneys can help you with a variety of legal concerns related to domestic violence, sexual assault, and stalking.

CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT OR STALKING, AND ALTERNATE DOCUMENTATION

U.S. Department of Housing and Urban Development
OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: The Violence Against Women Act ("VAWA") protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

(1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, "professional") from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of "domestic violence," "dating violence," "sexual assault," or "stalking" in HUD's regulations at 24 CFR 5.2003.

(2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or

(3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

1. **Date the written request is received by victim:** _____
2. **Name of victim:** _____
3. **Your name (if different from victim's):** _____
4. **Name(s) of other family member(s) listed on the lease:** _____

_____

5. **Residence of victim:** _____

6. Name of the accused perpetrator (if known and can be safely disclosed):_____

_____

7. Relationship of the accused perpetrator to the victim:_____

8. Date(s) and times(s) of incident(s) (if known):_____
_____

10. Location of incident(s):_____

In your own words, briefly describe the incident(s):
_____
_____
_____
_____

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

Seabrook Square

Model Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

Emergency Transfers

Seabrook Square is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),4 **Seabrook Square** allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.5 The ability of **Seabrook Square** to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether **Seabrook Square** has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that **Housing Tax Credit/Bond Program** is in compliance with VAWA.

Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify **Seabrook Square** management office and submit a written request for a transfer to **Seabrook Square** located at 3515 Manor Road; Austin, TX 78723. **Seabrook Square** will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under **Seabrook Square** program; OR

2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

4 Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

5 Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

Confidentiality

Seabrook Square will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives **Seabrook Square** written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about **Seabrook Square** responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

Emergency Transfer Timing and Availability

Seabrook Square cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. **Seabrook Square** will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. **Seabrook Square** may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If **Seabrook Square** has no safe and available units for which a tenant who needs an emergency is eligible, **Seabrook Square** will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, **Seabrook Square** will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at https://ohl.rainn.org/online/.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at https://www.victimsofcrime.org/our-programs/stalking-resource-center.

Attachment: Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

Acknowledgment

Seabrook Square

Household Name: _____ Unit#: _____

"I/we acknowledge that I/we have received ***A copy of the Notice of Occupancy Rights Under The Violence Against Women Act-HUD- 5380, HUD-5381 Model Emergency Transfer Plan and: Certification Form HUD- 5382*** as of the date this document is signed."

Signature_____ Date_____

Signature_____ Date_____

Signature_____ Date_____

Signature_____ Date_____

Seabrook Square is an equal opportunity provider and employer