

**THE HOUSING AUTHORITY  
OF THE CITY OF AUSTIN**



**BOARD OF COMMISSIONERS**

**Chairperson - Carl S. Richie, Jr.**

**Charles Bailey**

**Mary Apostolou**

**Tyra Duncan-Hall**

**Edwina Carrington**

**Michael G. Gerber, President & CEO**

**BOARD OF COMMISSIONERS**

**Regular Meeting**

**Thursday, April 18, 2019**

**10:30 AM**

**HACA Central Offices**

**1124 S. IH 35**

**Austin, TX**

**PUBLIC NOTICE OF A MEETING  
TAKE NOTICE OF A BOARD OF COMMISSIONERS  
REGULAR BOARD MEETING  
OF THE HOUSING AUTHORITY OF THE CITY OF AUSTIN**

**TO BE HELD AT  
HACA Central Offices  
1124 S. IH 35  
Austin, TX  
(512.477.4488)**

**Thursday, April 18, 2019  
10:30 AM**

**CALL TO ORDER, ROLL CALL**

**CERTIFICATION OF QUORUM**

**Program Review Committee**

HACA's Program Review Committee will meet from 10:30 AM - 12 Noon. This Committee's objective is to provide the Board with an opportunity to receive written and oral reports from staff, to review program operations and outcomes, to review agency budgets, and to ensure that programs are meeting HACA's strategic goals. The Program Committee consists of all members of HACA's Board of Commissioners. No votes on any matter shall be taken during Program Review Committee Meetings.

1. HACA's Director of Health and Wellness Ecosystem will provide a brief overview of findings from HACA's 2018 resident health needs assessment at Chalmers Courts
2. The Design Institute for Health at the University of Texas will provide an overview of the health and wellness design project for Chalmers Courts' proposed CommUnity Care clinic

**Citizens Communication (Note: There will be a three-minute time limitation)**

**Citywide Advisory Board Update**

**CONSENT AGENDA**

Items on the Consent Agenda may be removed at the request of any Commissioner and considered at another appropriate time on this agenda. Placement on the Consent Agenda does not limit the possibility of any presentation, discussion, or action at this meeting. Under no circumstances does the Consent Agenda alter any requirements under Chapter 551 of the Texas Government Code, Texas Open Meetings Act.

**CONSENT ITEMS**

1. Presentation, Discussion, and Possible Action regarding the Approval of the Board Minutes Summary for the Board Meeting held on March 14, 2019
2. Presentation, Discussion and Possible Action regarding Resolution No. 02594 Authorizing the Execution, Recording, and Delivery of Declaration of Trusts for Remaining Public Housing Developments/AMPs

**ACTION ITEMS**

3. Discussion and Adoption of Resolution No. 02596 Approving Write-off of the Uncollectible Accounts of Vacated Tenants
4. Update on HACA's Rental Assistance Demonstration Program
5. Presentation, Discussion, and Possible Action on Resolution No. 02595: Resolution authorizing the Housing Authority of the City of Austin to take the following actions with regard to the Asher Apartments (the "Development") in Austin, Texas: (A) acquire the site of the Development; (B) lease the Development site to the owner of the Development; and (C) such other actions necessary or convenient to carry out this Resolution

## **EXECUTIVE SESSION**

The Board may go into Executive Session (close its meeting to the public) Pursuant to:

- a. 551.071, Texas Gov't Code, consultations with Attorney regarding legal advice, pending or contemplated litigation; or a settlement offer;
- b. 551.072, Texas Gov't Code, discussion about the purchase, exchange, lease or value of real property;
- c. 551.074, Texas Gov't Code, discuss the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee.
- d. 551.087, Texas Gov't Code, discuss certain economic development negotiations.

## **OPEN SESSION**

If there is an Executive Session, the Board will return to Open Session for discussion, consideration and possible action of matters discussed in Executive Session.

## **REPORTS**

The Board accepts the following reports:

- President's Report
- Other Staff Reports
- Commissioners' Reports/Questions to the Department Staff
  
- President's Report
- Other Staff Reports
  
- Commissioners' Reports/Questions to the Department Staff

## **ADJOURNMENT**

"Pursuant to 30.06, Penal Code, (trespass by holder of license with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not attend this meeting with a concealed handgun."

"Pursuant to 30.07, Penal Code (trespass by holder of license with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not attend this meeting with a handgun that is carried openly."

"En virtud del 30.06, Código Penal, (traspaso titular de licencia con una pistola), una persona bajo el subcapítulo H, capítulo 411, código de gobierno (Ley de licencia de arma o pistola), no se permiten en este reunión con una arma o pistola.

"En virtud de 30.07, Código Penal (prevaricación por titular de la licencia con un arma o pistola abiertamente llevado), una persona bajo el subcapítulo H, capítulo 411, código de gobierno (Ley de licencia de arma o pistola), no se permiten en esta reunión con un arma o pistola que lleva abiertamente.

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\*The Housing Authority of the City of Austin (HACA) Board of Commissioners reserves the right to discuss and consider items out of order on the agenda on an as needed basis.

The Housing Authority of the City of Austin is committed to compliance with the Americans with Disability Act. Reasonable modifications and equal access to the communications will be provided upon request. Meeting locations are planned with wheelchair access. If requiring Sign Language Interpreters or alternative formats, please give notice at least 2 days (48 hours) before the meeting date. Please call Judy Paciocco or Nidia Hiroms at HACA at 512.477.4488, for additional information; TTY users route through Relay Texas at 711. For more information on HACA, please contact Nidia Hiroms at 512.477.4488 x2104.

**HOUSING AUTHORITY OF THE CITY OF AUSTIN**

**REPORT**

**EXECUTIVE**

**ITEM NO. 1.**

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**MEETING DATE:** April 18, 2019

**STAFF CONTACT:** Sylvia Blanco, Executive Vice President

**ITEM TITLE:** HACA's Director of Health and Wellness Ecosystem will provide a brief overview of findings from HACA's 2018 resident health needs assessment at Chalmers Courts

**BUDGETED ITEM:** N/A

**TOTAL COST:** N/A

**HOUSING AUTHORITY OF THE CITY OF AUSTIN**  
**REPORT**  
**EXECUTIVE**  
**ITEM NO. 2.**

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**MEETING DATE:** April 18, 2019

**STAFF CONTACT:** Sylvia Blanco, Executive Vice President

**ITEM TITLE:** The Design Institute for Health at the University of Texas will provide an overview of the health and wellness design project for Chalmers Courts' proposed CommUnity Care clinic

**BUDGETED ITEM:** N/A

**TOTAL COST:** N/A

**HOUSING AUTHORITY OF THE CITY OF AUSTIN**

**BOARD ACTION REQUEST**

**EXECUTIVE  
ITEM NO. 1.**

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**MEETING DATE:** April 18, 2019

**STAFF CONTACT:** Michael Gerber, President & CEO

**ITEM TITLE:** Presentation, Discussion, and Possible Action regarding the Approval of the Board Minutes Summary for the Board Meeting held on March 14, 2019

**BUDGETED ITEM:** N/A

**TOTAL COST:** N/A

**SUMMARY**

***Background:***

The Board is being asked to review and approve the Board Minutes Summary for the Board Meeting held on March 14, 2019.

**ATTACHMENTS:**

- ▣ **20190314\_HACA Board Minutes Summary**

**HOUSING AUTHORITY OF THE CITY OF AUSTIN  
PROGRAM REVIEW COMMITTEE AND BOARD OF COMMISSIONERS  
ANNUAL BOARD MEETING**

**MARCH 14, 2019**

**SUMMARY OF MINUTES**

**PROGRAM REVIEW COMMITTEE**

The Program Review Committee Meeting of the Housing Authority of the City of Austin, of March 14, 2019, was called to order by Dr. Tyra Duncan-Hall, Chairperson, at 10:36 a.m. The meeting was held at HACA Central Office, 1124 S. IH 35, Austin, Texas 78704

Roll call certified a quorum was present.

**MEMBERS PRESENT:**

Dr. Tyra Duncan-Hall, Chairperson  
Mary Apostolou, Vice-Chairperson  
Edwina Carrington, 2<sup>nd</sup> Vice-Chairperson

**MEMBER(S) ABSENT:**

Carl S. Richie, Jr., Commissioner  
Charles Bailey, Commissioner

**ALSO IN ATTENDANCE:**

Bill Walters, Coats Rose  
Wilson Stoker, Cokinos, Bosien & Young

- 1: **Rodolfo Rodriguez**, HACA Health and Wellness Strategic Catalyst, and **Sylvia Blanco**, Chief Operating Officer, reported on findings from HACA's recent Community Health Needs Assessment, and provided an update on the launch of the Bringing Health Home program. Other upcoming health and wellness initiatives were noted.
- 2: **Martha Ross**, HACA Chief Financial Officer, briefed the Committee on the proposed FY2019-2020 Budget.

The meeting Adjourned at 12 noon.

**THE HOUSING AUTHORITY OF THE CITY OF AUSTIN (HACA) BOARD OF COMMISSIONERS PUBLIC MEETING NOTICE WAS POSTED FOR 12:00 NOON ON THURSDAY, MARCH 14, 2019, AND WAS HELD AT THE HACA CENTRAL OFFICE, 1124 S. IH 35, AUSTIN, TX**

**CALL TO ORDER, ROLL CALL, CERTIFICATION OF QUORUM**

The Board of Commissioners Annual Board Meeting of the Housing Authority of the City of Austin, of March 14, 2019, was called to order by Charles Bailey, HACA Vice-Chairperson, at 12:15 pm. The meeting was held at the HACA Central Office, 1124 S. IH 35, Austin, TX

Roll call certified a quorum was present.

**MEMBERS PRESENT:**

Charles Bailey, Vice Chairperson  
Tyra Duncan-Hall, 2<sup>nd</sup> Vice Chairperson  
Edwina Carrington, Commissioner  
Mary Apostolou, Commissioner

**MEMBER(S) ABSENT:**

Carl S. Richie, Jr., Chairperson

**STAFF PRESENT:**

Andrea Galloway, Ann Gass, Catherine Crago, Gloria Morgan, Kelly Crawford, Ken Bodden, Leilani Lim-Villegas, Lisa Garcia, Martha Ross, Michael Cummings, Michael Gerber, Michael Roth, Nidia Hiroms, Pilar Sanchez, Ron Kowal, Suzanne Schwertner, and Sylvia Blanco

**ALSO IN ATTENDANCE:**

Bill Walters, Coats Rose  
Wilson Stoker, Cokinos, Bosien & Young

**CITIZENS COMMUNICATION – NONE.**

**CITYWIDE ADVISORY BOARD (CWAB) -**

•**Felicia Vargas**, CWAB President, reported that the March CWAB Meeting was held on March 12, 2019 at the Bouldin Oaks



Community room. •The March CWAB minutes were not available, therefore, the March and April CWAB minutes will be submitted jointly during the April HACA Board Meeting. •The Senior Mayfest is scheduled for May 10, 2019 at the Doris Miller Recreation Center. Residents from the Senior and Disabled properties were invited to participate in a planning committee to provide input on the theme, games, and activities. The Senior Mayfest Resident Planning meeting is scheduled for March 22, 2019 from 9 am to noon at the HACA Central Office.

## CONSENT AGENDA

### APPROVAL OF THE FOLLOWING ITEMS PRESENTED IN THE BOARD MATERIALS:

#### **ITEM 1: Presentation, Discussion, and Possible Action regarding the Approval of the Board Minutes Summary for the Board Meeting held on February 21, 2019**

**Commissioner Apostolou** moved to Approve the Board Minutes Summary for the Board Meeting held on February 21, 2019. **Commissioner Carrington** seconded the motion. The motion Passed (4-Ayes and 0-Nays).

#### **ITEM 2: Presentation, Discussion, and Possible Action regarding Resolution No. 02592: Approval to ratify all actions taken by the Board of Commissioners during FYE 2019, in order to resolve any irregularities which may have occurred regarding a quorum or vote by the Commissioners as reflected within the approved minutes and resolution**

Upon past advisement of legal counsel, Resolution No. 02592 was drafted to ensure all actions taken by the Board during FYE 2019 be ratified, thus ensuring resolution of any irregularities during the voting process taken by the Commissioners. This is an action that will be presented for board action on an annual basis. This Resolution resolves any irregularities in the voting process found in the Board meeting minutes and/or resolutions, and all actions taken during the 2018-19 Fiscal Year by the Board of Commissioners are fully enforceable. This Resolution resolves any irregularities in the voting process found in the Board meeting minutes and/or resolutions, and all actions taken during the 2018-19 Fiscal Year by the Board of Commissioners are fully enforceable. Staff recommends Board approval of Resolution No. 02592 to ratify all actions taken by the Board of Commissioners during the 2018-19 Fiscal Year.

**Commissioner Apostolou** moved to Approve Resolution No. 02592: Approval to ratify all actions taken by the Board of Commissioners during FYE 2019, in order to resolve any irregularities which may have occurred regarding a quorum or vote by the Commissioners as reflected within the approved minutes and resolution. **Commissioner Carrington** seconded the motion. The motion Passed (4-Ayes and 0-Nays).

## ACTION ITEMS

### APPROVAL OF THE FOLLOWING ITEMS PRESENTED IN THE BOARD MATERIALS

#### **ITEM 3: Update on HACA's Rental Assistance Demonstration Program (RAD)**

**Ann Gass**, HACA Director of Strategic Housing Initiatives, provided an update to the Board regarding progress with HACA's Rental Assistance Demonstration Program, ongoing construction and rehabilitation of units in HACA's public housing portfolio, and implications for residents and the broader community.

#### **ITEM 4: Presentation, Discussion, and Possible Action on Resolution No. 02591: Resolution authorizing the Housing Authority of the City of Austin to take the following actions with regard to The Oaks (the "Development") in Austin, Texas: (A) acquire the site of the Development; (B) lease the development site to the owner of the Development; and (C) such other actions necessary or convenient to carry out this Resolution**

AAHC has partnered with LDG Multifamily, LLC on The Oaks since 2014, and now has the opportunity to partner with LDG once again on a third phase adjacent to this project. The Oaks will consist of 96 units serving 50% of the tenants at 80% AMFI and below and the other 50% of the tenants at self-imposed market rate levels. This housing model will allow those families that start with lower incomes and subsequently achieve higher wages that exceed income limits at the first two Ben White projects, to transition into The Oaks and remain near their families, schools and work. The development will use a mixture of debt through Broadway Bank not to exceed \$20,000,000 and equity from LDG and AAHC to finance the development with a project cost of approximately \$22,000,000. The planned development will consist of 48 one bedroom and one bath units and 48 two bedroom and one bath units.

**2<sup>nd</sup> Vice-Chairperson Duncan-Hall** moved to Approve Resolution No. 02591: authorizing the Housing Authority of the City of Austin to take the following actions with regard to The Oaks (the "Development") in Austin, Texas: (A) acquire the site of the Development; (B) lease the development site to the owner of the Development; and (C) such other actions necessary or convenient to carry out this Resolution. In order to finance construction of the Development, the Partnership desires to enter into a loan by Broadway National Bank (or an affiliate thereof) (the "Lender") whereby the Partnership will borrow a sum not to exceed \$20,000,000 (the "Loan"). **Commissioner Apostolou** seconded the motion. The motion Passed (4-Ayes and 0-Nays).

#### **ITEM 5: Presentation, Discussion, and Possible Action regarding the Approval of Resolution No. 02590; Approving the Operating Budgets for the Fiscal Year April 1, 2019 to March 31, 2020**

The regulations of the U.S. Department of Housing and Urban Development require the Commissioners of the Housing Authority of the City of Austin to approve the agency's Annual Operating Budget. Staff recommends the Approval of the Central Office, Low Income Housing, Assisted Housing, Southwest Housing Compliance Corporation, Austin Affordable Housing Corporation, Austin Pathways and Blueprint Housing Solutions Operating Budgets for the Fiscal Year April 1, 2019 to

March 31, 2020.

**Commissioner Apostolou** moved to Approve Resolution No. 02590; Approving the Operating Budgets for the Fiscal Year April 1, 2019 to March 31, 2020. **Commissioner Carrington** seconded the motion. The motion Passed (4-Ayes and 0-Nays).

**THE BOARD DID NOT RECESS INTO EXECUTIVE SESSION.**

**REPORTS**

The Board accepts the following reports from the President:

- Sylvia Blanco's title changed from Executive Vice-President to Chief Operating Officer
- The Management Information Systems (MIS) division is now called Technology Management and Innovation (TMI).
- Dates and locations for upcoming NAHRO Conferences were shared with the Commissioners.
- Chairperson Richie will be hosting an International Forum in Austin following the Fall NAHRO Conference in San Antonio.
- Dr. Tyra Duncan-Hall has been invited to attend the IGR delegation to South Africa.
- Catherine Crago, HACA Strategic Initiatives and Resource Development Manager reported that Austin Pathways, through Amplify Austin 2019 has raised a total of \$92,133 to date.

**ADJOURNMENT**

**2<sup>nd</sup> Vice-Chairperson Duncan-Hall** moved to Adjourn the meeting. **Commissioner Apostolou** seconded the motion. The motion Passed (4-Ayes and 0-Nays).

The meeting adjourned at 1:50 pm.

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**Michael G. Gerber, Secretary**

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**Charles Bailey, Vice-Chairperson**

**HOUSING AUTHORITY OF THE CITY OF AUSTIN**

**BOARD ACTION REQUEST**

**RESOLUTION NO. 02594**

**QUALITY CONTROL**

**ITEM NO. 2.**

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**MEETING DATE:** April 18, 2019

**STAFF CONTACT:** Kelly Crawford, Director of Compliance Oversight

**ITEM TITLE:** Presentation, Discussion and Possible Action regarding Resolution No. 02594 Authorizing the Execution, Recording, and Delivery of Declaration of Trusts for Remaining Public Housing Developments/AMPs

**BUDGETED ITEM:** N/A

**TOTAL COST:** N/A

**ACTION**

The Board is being asked to approve the annual filing of the Declaration of Trusts for Remaining Public Housing Properties/AMPs in Travis County

**SUMMARY**

***Background:***

Per PIH Notice 2010-44, all public housing property owned by a Public Housing Authority that has been acquired, developed, maintained, or assisted with funds from the U.S. Housing Act of 1937 must review its Declarations of Trust (DOTs) on an annual basis and file accordingly with the county clerk's office and the U.S. Department of Housing and Urban Development. In order to be in compliance, the Housing Authority will ensure each Declaration of Trust conforms with the correct Asset Management Project (AMP) number to incorporate all "project" numbers associated with that AMP, as there may be multiple public housing sites assigned to one AMP.

***Process:***

Due to the Rental Assistance Demonstration (RAD) conversions, HACA has decreased the number of Declarations of Trust that are to be filed on an annual basis. The remaining Public Housing properties to be filed are: Lakeside, Chalmers Courts and Scattered Sites.

***Staff Recommendation:***

Staff requests authorization to file the Declarations of Trust with Travis County to be in compliance with PIH Notice 2010-44. This is an annual requirement mandated by HUD. Copies of the Declarations of Trust are included in Exhibit 1.

**ATTACHMENTS:**

▣ **Declarations of Trust for Execution**

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**RESOLUTION NO. 02594**

**AUTHORIZING EXECUTION, RECORDING AND DELIVERY OF DECLARATION OF TRUST FOR ALL PUBLIC HOUSING DEVELOPMENTS/AMPS**

**WHEREAS**, the Housing Authority of the City of Austin (herein called the “Public Housing Authority (PHA), a public body corporate and politic, duly created and organized pursuant to and in accordance with the provisions of the laws or ordinances of the State of Texas, and the United States of America, Secretary of Housing and Urban Development (herein called HUD) pursuant to the United States Housing Act of 1937 (42 U.S.C. 1437, et seq.) and the Department of Housing and Urban Development Act (5 U.S.C. 624) enter into a certain contract with the effective date as of April 1, 2019 (herein called the Annual Contributions Contract);

**WHEREAS**, the PHA pursuant to the Annual Contributions Contract and HUD, has agreed to execute and record a Declaration of Trust confirming and further evidencing, among other things, the covenant of the PHA not to convey or encumber the Development(s)/AMP(s) covered by said Declaration of Trust, except as in the said Annual Contributions Contract expressly authorized.

**NOW, THEREFORE BE IT RESOLVED** by the Housing Authority of the City of Austin as follows:

1. The proper officers of the Public Housing Authority are hereby authorized and directed to execute and have acknowledged before a Notary Public a Declaration of Trust.
2. The proper officer of the Public Housing Authority is hereby directed to record said Declaration of Trust in the office of the proper County Official in which documents are filed for record, and to deliver to the Department of Housing and Urban Development such copies of Declaration of Trust as may be required.
3. The Declaration of Trust(s) referred to in Section 1 and 2 hereof are attached to and become a part of this resolution.

**PASSED, APPROVED, AND ADOPTED THIS** 18th DAY of APRIL, 2019.

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**Michael G. Gerber, Secretary**

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**Carl S. Richie, Jr., Chairperson**

Public reporting burden for this collection of information is estimated to average 1 hour per response. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. HUD will use this information to ensure that PHAs remain seized of the title of public housing projects and other public housing real property and refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, lease, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the ACC. The information requested does not lend itself to confidentiality.

***This document may not be changed without HUD's prior written approval.***

**DECLARATION OF TRUST/RESTRICTIVE COVENANTS**

**THIS DECLARATION OF TRUST/RESTRICTIVE COVENANTS** (the "Declaration") is made and entered into as of this 18<sup>th</sup> day of April, 2019 by and between The Housing Authority of the City of Austin (the "Authority"), a public body corporate and politic, organized and existing under the laws of the State of Texas, and if under a Mixed Finance Amendment to the Annual Contributions Contract, then also [4] (the "Owner"), a [5], for the benefit of the United States of America, acting by and through the Secretary of Housing and Urban Development ("HUD").

**NOTE: OPTION TO USE FOR ALL PUBLIC HOUSING OR MIXED FINANCE PUBLIC HOUSING – FILL IN PHA OR OWNER ENTITY**

WHEREAS, pursuant to the U.S. Housing Act of 1937, as amended, and any successor legislation (the "Act") the Authority and HUD have entered into a Consolidated Annual Contributions Contract ("ACC") number: FW-4008, dated 04/01/2018, as the same may be amended from time to time, which provides for grants and annual contributions to be made by HUD to assist the Authority in developing, maintaining, and operating its public housing units in accordance with all applicable public housing requirements (as further defined below); and

**NOTE: FILL IN THE LATEST ACC NUMBER ON RECORD**

**NOTE: COMPLETE ONE OF THE FOLLOWING GROUPS OF PARAGRAPHS: DEVELOPMENT, MODERNIZATION OR MIXED FINANCE (STANDARD OR OPERATING FUNDS ONLY)**

**For Public Housing Development Declaration of Trust (complete these two paragraphs):**

WHEREAS, as of the date of execution of this Declaration, the Capital Fund Grant ACC Amendment and ACC cover the low-income housing project located at 1801 E. 4<sup>th</sup> Street, in the City of Austin, County of Travis in the State/Commonwealth of Texas (which, together with any fixtures, rents, revenues, other income, and personalty related to such units and appurtenances shall hereafter collectively be referred to as the "Project") which will provide 158 dwelling units and necessary associated appurtenances;

WHEREAS, the Project and acquisition of the site or sites thereof have been assisted with a Capital Fund grant provided by HUD;

**For Public Housing Modernization Declaration of Trust (complete these two paragraphs):**

WHEREAS, as of the date of execution of this Declaration, the Capital Fund Grant ACC Amendment and the ACC cover a certain individual low-income housing project located at \_\_\_\_\_, in the City of \_\_\_\_\_, County of \_\_\_\_\_ in the State/Commonwealth of \_\_\_\_\_ (which, together with any fixtures, rents, revenues, other income, and personalty related to such units and appurtenances shall hereafter collectively be referred to as the “Project”) which will provide \_\_\_\_ dwelling units and necessary associated appurtenances; and

WHEREAS, the modernization of the Project will have been assisted with a Capital Fund grant provided by HUD.

**For Mixed Finance Declarations of Restrictive Covenants (standard) (complete these two paragraphs):**

WHEREAS, as of the date of execution of this Declaration, HUD and the Authority have entered into a certain Mixed Finance Amendment, Amendment No. \_\_\_\_\_ [13] to the ACC (“Mixed Finance ACC Amendment”), adding the \_\_\_ [12] public housing units and any necessary associated appurtenances to the ACC under project number \_\_\_\_\_ [15] located at \_\_\_\_\_ [8] in the City of \_\_\_\_\_ [9], County of \_\_\_\_\_ [10], in the State/Commonwealth of \_\_\_\_\_ [11] (which, together with any fixtures, rents, revenues, other income, and personalty related to such units and appurtenances shall hereafter collectively be referred to as the “Project”).

WHEREAS, the Authority and the Owner have entered into a Regulatory and Operating Agreement, and other Agreements, whereby the Authority has agreed to provide the Owner with assistance obtained under the Mixed Finance ACC Amendment to pay a portion of the development costs of the Project, and with Operating Fund assistance to assist in operating and maintaining the low income character of the public housing units in the Project;

**For Mixed Finance Declarations of Restrictive Covenants (Operating Funds only) (complete these two paragraphs)**

WHEREAS, as of the date of execution of this Declaration, HUD and the Authority have entered into a certain Mixed Finance Amendment to Consolidated Annual Contributions Contract for Projects Receiving Only Public Housing Operating Fund Assistance, Amendment No. \_\_\_\_\_ [13] to the ACC (“Mixed Finance ACC Amendment”), adding the \_\_\_ [14] public housing units and any associated appurtenances to the ACC under project number \_\_\_\_\_ [14] located at \_\_\_\_\_ [8] in the City of \_\_\_\_\_ [9], County of \_\_\_\_\_ [10], in the State of \_\_\_\_\_ [11] (which, together with any fixtures, rents, revenues, other income, and personalty related to such units and appurtenances shall hereafter collectively be referred to as the “Project”).

WHEREAS, the Authority and the Owner have entered into a Regulatory and Operating Agreement, and other Agreements, whereby the Authority has agreed to provide the Owner with Public Housing Operating Fund assistance derived under the Act to assist in operating and maintaining the low income character of the public housing units in the Project;

**For Mixed Finance Declarations of Restrictive Covenants (standard and Operating Funds only) (complete these paragraph two paragraphs):**

WHEREAS, in return for the receipt of such assistance, the Owner has agreed to develop, operate and maintain the Project in accordance with all requirements applicable to public housing, including, without limitation, the Act, HUD regulations thereunder (and, to the extent applicable, any HUD-approved waivers of regulatory requirements), the ACC, the Mixed Finance ACC Amendment, the HOPE VI Grant Agreement (if applicable), this Declaration, and all pertinent Federal statutory, executive order, and regulatory requirements, as those requirements may be amended from time to time (all such requirements hereafter collectively referred

to as the “Applicable Public Housing Requirements”);

WHEREAS, as of the date of execution of this Declaration, title to the Project is held by [17A, 17B]

**For Public Housing Development, Public Housing Modernization and Mixed Finance Development and Mixed Finance Operating Funds Only Projects (all of these paragraphs apply):**

NOW, THEREFORE, to assure HUD of the performance by the Authority and the Owner (in the case of Mixed Finance Development or Mixed Finance Operating Funds Only), and any successors in interest to the Authority and Owner, of the Applicable Public Housing Requirements in connection with the development, operation and maintenance of the Project for the term of the low income use restrictions, the parties hereby acknowledge and agree:

1. The Housing Authority of the City of Austin does hereby acknowledge and declare that it is possessed of and holds title to the Project consisting of the real property located at 1801 E. 4<sup>th</sup> Street situated in the City of Austin, County of Travis, in the State/Commonwealth of Texas, as more fully described in Exhibit A to this Declaration, and which is made a part hereof;
2. The Housing Authority of the City of Austin does hereby acknowledge and declare that it is possessed of and holds title to the Project in trust for the benefit of HUD, for the purposes hereinafter stated;
3. \_\_\_\_\_ [18]
4. The Owner (if Mixed Finance Development or Mixed Finance Operating Funds Only) and Authority (in all cases) hereby declare and acknowledge that during the existence of the trust hereby created, the restrictive covenants set forth in this Declaration shall be, and are, covenants running with the Project for the period of the low-income use restrictions, and are binding upon the Owner (if Mixed Finance Development or Mixed Finance Operating Funds Only) and the Authority (in all cases), and their successors and assigns, for such term;
5. The Authority shall, or in the case of Mixed Finance Development or Mixed Finance Operating Funds only, cause the Owner to, develop, modernize or operate the Project in compliance with the Applicable Public Housing Requirements, and shall thereafter operate and maintain the Project in compliance with the Applicable Public Housing Requirements for the following periods:
  - (i) In the case of Public Housing Development or Mixed Finance Development (standard), for a 40-year period (for development work) and such 40-year period shall be extended for 10 years after the end of the last PHA fiscal year for which Operating Fund assistance is provided by the Authority on behalf of the Project, or as may be otherwise required by law or amended by law;
  - (ii) In the case of the use of Capital Funds for Public Housing Modernization or Modernization occurring after Mixed Finance Development (standard) or Mixed Finance Operating Funds Only), for a 20-year period that begins on the date on which the modernization is completed, or for such other period as may be required by law or amended by law and such 20-year period shall be extended for 10 years after the end of the last PHA fiscal year for which Operating Fund assistance is provided by the Authority on behalf of the Project, or as may be otherwise required by law or amended by law;
  - (iii) In the case of Operating Fund only Projects, for a 10-year period expiring upon the



conclusion of the fiscal year for which Operating Fund assistance is last provided by the Authority for the benefit of the Project Units, or as may be otherwise required by law or amended by law; or

6. In the case of Mixed Finance Operating Funds Only Projects, the Owner shall not, without the prior written approval of HUD or as may otherwise be authorized by law, dispose of the Project during and for 10 years after the end of the last PHA fiscal year in which the Project receives Operating Fund assistance from the Authority. The Authority may seek, pursuant to section 18 of the Act, an early termination of the 10-year prohibition on disposition and the low income use restrictions in the event of reduced appropriations of operating subsidies to the Authority under section 9(e) of the Act. In such case, HUD may approve in writing the disposition of the Project from the public housing program if it determines such action to be in the best interests of the Project residents and the Authority, and is otherwise consistent with the Act.
7. The Authority, or in the case of Mixed Finance Development or Mixed Finance Operating Funds Only, the Owner, shall remain seized of title to the Project and shall refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer of any kind of the Project, or any part thereof, or any rent, revenues, income, or receipts of the Project in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the ACC, as amended, or any interest in any of the same, except to the extent approved in writing by HUD, as otherwise authorized by the ACC, as amended, or as authorized below:
  - A. Deeds of trust and financing arrangements approved in writing by HUD under the terms of the Mixed Finance ACC Amendment, and transfer of the Project to the beneficiary under any such approved loans, by foreclosure or deed-in-lieu of foreclosure, or to a third-party purchaser at a foreclosure sale, provided that any such transfer shall be subject to the terms of this Declaration;
  - B. Dwelling leases with eligible families and lease of other spaces and facilities in the Project;
  - C. Conveyance or otherwise dispose of any real or personal property which is determined and approved by HUD to be excess to the needs of the Project;
  - D. Dedication of land for use as streets, alleys, or other public rights-of-way, and grants and easements for the establishment, operation, and maintenance of public utilities; and
  - E. Normal uses associated with the operation of the Project, to the extent authorized by the ACC.
8. (A) No transfer, conveyance, or assignment or release of this Declaration shall be made without the prior written approval of HUD including as well: (i) any interest of a managing member, general partner, or controlling stockholder (any such interest being referred to as a "Controlling Interest") of the Owner; or (ii) a Controlling Interest in any entity which has a Controlling Interest in the Owner; or (iii) prior to the payment in full of all equity contributions described in the approved evidentiary documents listed in the Mixed Finance

ACC Amendment, any other interest in the Owner, or in any partner or member thereof.

(B) Notwithstanding the foregoing, HUD consent is not required where a business organization that has a limited interest (non-controlling and non-managing) in the Owner transfers a non-controlling and non-managing interest in the business organization as long as the Owner: (i) provides HUD with written notice of such transfer; and (ii) certifies to HUD that the new owner of the limited interest remains obligated to fund its equity contribution in accordance with the terms of the HUD-approved organizational documents of the Owner.

(C) HUD will not unreasonably withhold, delay, or condition a request by the Owner for HUD's consent to an internal reorganization of the corporate or partnership structure of the Owner or any of the partners, members or stockholders of the Owner.

9. This Declaration shall first be approved by HUD and then be recorded at the expense of the Authority or the Owner (in the case of Mixed Finance Development (standard) or Mixed Finance Operating Funds Only) in the local land records of the Project and a recorded copy shall be provided to HUD.
10. This Declaration shall not be amended, modified or released without the prior written consent of HUD.
11. Upon expiration of the period during which the Project is required to be operated and maintained as public housing in accordance with the Applicable Public Housing Requirements, or otherwise upon HUD's approval to release this Declaration, HUD will execute a release of this Declaration by an instrument to be recorded in the appropriate land records (the "Release"). The Release shall be prepared by the Authority or the Owner (in the case of Mixed Finance Development or Mixed Finance Operating Funds Only) and recorded at the expense of Authority or Owner (in the case of Mixed Finance Development or Mixed Finance Operating Funds Only) and a copy provided to HUD.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, the Authority and the Owner (in the case of Mixed Finance Development or Mixed Finance Operating Funds Only) have caused this Declaration to be executed by their duly authorized officers for proper recording in the public records.

Housing Authority of the City of Austin  
Housing Authority

By: \_\_\_\_\_  
Name: Michael G. Gerber  
Title: President and Chief Executive Officer

\_\_\_\_\_ [4] N/A  
Owner

By: \_\_\_\_\_ [20] N/A  
Name: \_\_\_\_\_ [20]  
Title: \_\_\_\_\_ [20]

## Exhibit A

### Legal Description of Project

#### **MUST INSERT METES AND BOUNDS DESCRIPTION**

#### **IF AVAILABLE, ALSO INCLUDE STREET NAME AND NUMBER AFTER THE METES AND BOUNDS DESCRIPTION**

All of that certain tract or parcel of land, being a part of the South half of Outlot 6, in Division "O" of the City of Austin, in Travis County, Texas, which tract or parcel of land is meted and bounded as follows:

BEGINNING at an iron pipe set for corner at the intersection of the North line of East 3rd Street with the East line of Chalmers Street;

Thence North 23 deg. 03 min. East 292 feet with the East line of Chalmers Street to iron pipe set at the intersection of said line with the South line of East 4<sup>th</sup> Street, which pipe is set 22.58 feet from the center line of said East 4th Street;

Thence South 67 deg. 14 min. East 622.78 feet with the South line of East 4th Street as now opened and improved, to iron pipe at the intersection of said line with the West line of Chicon Street for corner;

Thence South 22 deg. 56 min. West 292 feet with the West line of Chicon Street to iron pipe set for corner at the intersection of said line and the North line of East 3rd Street;

Thence North 67 deg. 14 min. West 623.21 feet with the North Line of East 3rd Street to the place of beginning.

Street Address: 1801 E. 4<sup>th</sup> Street, Austin, Texas, 78702

## INSTRUCTIONS FOR COMPLETING THE REQUIRED FORM OF DECLARATION OF TRUST/RESTRICTIVE COVENANTS

This is a mandatory form document required by HUD. This document may not be changed except with prior written approval of HUD. Complete only applicable sections. Leave non-applicable sections blank. Enter the following information, as described below, for each of the corresponding spaces on the Required Form of Declaration of Trust/Restrictive Covenants:

1. The day, month and year, respectively, in which this Declaration is being executed.
2. The name of the Authority executing the Declaration.
3. The State or Commonwealth in which the Authority is organized and existing.
4. The name of the Owner (inserted in the case of Mixed Finance Development or Mixed Finance Operating Funds Only) executing the Declaration.
5. The legal structure of the Owner (e.g., limited partnership) and the State or Commonwealth in which it is organized and existing.
6. The number of the ACC entered into between HUD and the Authority. [**NOTE:** All mixed finance transactions require execution of a 1995 or later ACC to permit proper amendment by the Mixed Finance ACC Amendment.]
7. The date on which the ACC between HUD and the Authority, as described in item 6, was executed.
8. The street address or plat number or parcel number where the Project is located.
9. The City where the Project is located.
10. The County where the Project is located.
11. The State/Commonwealth where the Project is located.
12. The number of dwelling units in the Project.
13. The ACC Amendment number designated by the HUD field office for the Mixed Finance ACC Amendment covering this Project.
14. The number of public housing units for this Project being added to the ACC via the Mixed Finance ACC Amendment.
15. The project number designated for this Project, as stated in Section 2 of the Mixed Finance ACC Amendment.
16. The ACC Amendment number designated by the HUD field office for the Mixed Finance Amendment to the ACC for Projects Receiving Only Public Housing Operating Fund Assistance covering this Project.
- 17A. The name of the entity (either the Authority or the Owner Entity) that holds title to \_\_\_\_\_ the site on

which the Project is (or will be) located.

17B. If the Authority holds title to the Project, and is entering into a ground lease with the Owner, add the following sentence: “The Authority has entered into a ground lease with the Owner for the site on which the Project is to be developed, and on which the Owner will construct [or rehabilitate] and operate the Project.”

18.If the Authority holds title to the site on which the Project is to be developed and is entering into a ground lease with the Owner for the site, insert a paragraph to read as follows: “The Owner is possessed of and holds in trust for the benefit of HUD, for the purposes hereinafter stated, a leasehold interest in the Project and all buildings and fixtures developed or to be developed thereon or appurtenant thereto, and including all personalty.” [NOTE: if this additional language is inserted, modify the numbering of the succeeding paragraphs accordingly.]

19. Signature, name and title of the Authority’s duly authorized representative.

20. Signature, name and title of the Owner’s duly authorized representative.

21. Must insert legal metes and bounds description of the Project. If street address is available (may not be available for vacant land), insert that address after the legal metes and bounds description of the Project.

Public reporting burden for this collection of information is estimated to average 1 hour per response. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. HUD will use this information to ensure that PHAs remain seized of the title of public housing projects and other public housing real property and refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, lease, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the ACC. The information requested does not lend itself to confidentiality.

***This document may not be changed without HUD's prior written approval.***

### **DECLARATION OF TRUST/RESTRICTIVE COVENANTS**

**THIS DECLARATION OF TRUST/RESTRICTIVE COVENANTS** (the "Declaration") is made and entered into as of this 18<sup>th</sup> day of April, 2019 by and between The Housing Authority of the City of Austin (the "Authority"), a public body corporate and politic, organized and existing under the laws of the State of Texas, and if under a Mixed Finance Amendment to the Annual Contributions Contract, then also [4] (the "Owner"), a [5], for the benefit of the United States of America, acting by and through the Secretary of Housing and Urban Development ("HUD").

**NOTE: OPTION TO USE FOR ALL PUBLIC HOUSING OR MIXED FINANCE PUBLIC HOUSING – FILL IN PHA OR OWNER ENTITY**

WHEREAS, pursuant to the U.S. Housing Act of 1937, as amended, and any successor legislation (the "Act") the Authority and HUD have entered into a Consolidated Annual Contributions Contract ("ACC") number: FW-4008, dated 04/01/2018, as the same may be amended from time to time, which provides for grants and annual contributions to be made by HUD to assist the Authority in developing, maintaining, and operating its public housing units in accordance with all applicable public housing requirements (as further defined below); and

**NOTE: FILL IN THE LATEST ACC NUMBER ON RECORD**

**NOTE: COMPLETE ONE OF THE FOLLOWING GROUPS OF PARAGRAPHS: DEVELOPMENT, MODERNIZATION OR MIXED FINANCE (STANDARD OR OPERATING FUNDS ONLY)**

**For Public Housing Development Declaration of Trust (complete these two paragraphs):**

WHEREAS, as of the date of execution of this Declaration, the Capital Fund Grant ACC Amendment and ACC cover the low-income housing project located at 85 Trinity, in the City of Austin, County of Travis in the State/Commonwealth of Texas (which, together with any fixtures, rents, revenues, other income, and personalty related to such units and appurtenances shall hereafter collectively be referred to as the "Project") which will provide 164 dwelling units and necessary associated appurtenances;

WHEREAS, the Project and acquisition of the site or sites thereof have been assisted with a Capital Fund grant provided by HUD;

**For Public Housing Modernization Declaration of Trust (complete these two paragraphs):**

WHEREAS, as of the date of execution of this Declaration, the Capital Fund Grant ACC Amendment and the ACC cover a certain individual low-income housing project located at \_\_\_\_\_, in the City of \_\_\_\_\_, County of \_\_\_\_\_ in the State/Commonwealth of \_\_\_\_\_ (which, together with any fixtures, rents, revenues, other income, and personalty related to such units and appurtenances shall hereafter collectively be referred to as the “Project”) which will provide \_\_\_\_\_ dwelling units and necessary associated appurtenances; and

WHEREAS, the modernization of the Project will have been assisted with a Capital Fund grant provided by HUD.

**For Mixed Finance Declarations of Restrictive Covenants (standard) (complete these two paragraphs):**

WHEREAS, as of the date of execution of this Declaration, HUD and the Authority have entered into a certain Mixed Finance Amendment, Amendment No. \_\_\_\_\_ [13] to the ACC (“Mixed Finance ACC Amendment”), adding the \_\_\_\_\_ [12] public housing units and any necessary associated appurtenances to the ACC under project number \_\_\_\_\_ [15] located at \_\_\_\_\_ [8] in the City of \_\_\_\_\_ [9], County of \_\_\_\_\_ [10], in the State/Commonwealth of \_\_\_\_\_ [11] (which, together with any fixtures, rents, revenues, other income, and personalty related to such units and appurtenances shall hereafter collectively be referred to as the “Project”).

WHEREAS, the Authority and the Owner have entered into a Regulatory and Operating Agreement, and other Agreements, whereby the Authority has agreed to provide the Owner with assistance obtained under the Mixed Finance ACC Amendment to pay a portion of the development costs of the Project, and with Operating Fund assistance to assist in operating and maintaining the low income character of the public housing units in the Project;

**For Mixed Finance Declarations of Restrictive Covenants (Operating Funds only) (complete these two paragraphs)**

WHEREAS, as of the date of execution of this Declaration, HUD and the Authority have entered into a certain Mixed Finance Amendment to Consolidated Annual Contributions Contract for Projects Receiving Only Public Housing Operating Fund Assistance, Amendment No. \_\_\_\_\_ [13] to the ACC (“Mixed Finance ACC Amendment”), adding the \_\_\_\_\_ [14] public housing units and any associated appurtenances to the ACC under project number \_\_\_\_\_ [14] located at \_\_\_\_\_ [8] in the City of \_\_\_\_\_ [9], County of \_\_\_\_\_ [10], in the State of \_\_\_\_\_ [11] (which, together with any fixtures, rents, revenues, other income, and personalty related to such units and appurtenances shall hereafter collectively be referred to as the “Project”).

WHEREAS, the Authority and the Owner have entered into a Regulatory and Operating Agreement, and other Agreements, whereby the Authority has agreed to provide the Owner with Public Housing Operating Fund assistance derived under the Act to assist in operating and maintaining the low income character of the public housing units in the Project;

**For Mixed Finance Declarations of Restrictive Covenants (standard and Operating Funds only) (complete these paragraph two paragraphs):**

WHEREAS, in return for the receipt of such assistance, the Owner has agreed to develop, operate and maintain the Project in accordance with all requirements applicable to public housing, including, without limitation, the Act, HUD regulations thereunder (and, to the extent applicable, any HUD-approved waivers of regulatory requirements), the ACC, the Mixed Finance ACC Amendment, the HOPE VI Grant Agreement (if applicable), this Declaration, and all pertinent Federal statutory, executive order, and regulatory requirements, as those requirements may be amended from time to time (all such requirements hereafter collectively referred



to as the “Applicable Public Housing Requirements”);

WHEREAS, as of the date of execution of this Declaration, title to the Project is held by [17A, 17B]

**For Public Housing Development, Public Housing Modernization and Mixed Finance Development and Mixed Finance Operating Funds Only Projects (all of these paragraphs apply):**

NOW, THEREFORE, to assure HUD of the performance by the Authority and the Owner (in the case of Mixed Finance Development or Mixed Finance Operating Funds Only), and any successors in interest to the Authority and Owner, of the Applicable Public Housing Requirements in connection with the development, operation and maintenance of the Project for the term of the low income use restrictions, the parties hereby acknowledge and agree:

1. The Housing Authority of the City of Austin does hereby acknowledge and declare that it is possessed of and holds title to the Project consisting of the real property located at 85 Trinity situated in the City of Austin, County of Travis, in the State/Commonwealth of Texas, as more fully described in Exhibit A to this Declaration, and which is made a part hereof;
2. The Housing Authority of the City of Austin does hereby acknowledge and declare that it is possessed of and holds title to the Project in trust for the benefit of HUD, for the purposes hereinafter stated;
3. [18]
4. The Owner (if Mixed Finance Development or Mixed Finance Operating Funds Only) and Authority (in all cases) hereby declare and acknowledge that during the existence of the trust hereby created, the restrictive covenants set forth in this Declaration shall be, and are, covenants running with the Project for the period of the low-income use restrictions, and are binding upon the Owner (if Mixed Finance Development or Mixed Finance Operating Funds Only) and the Authority (in all cases), and their successors and assigns, for such term;
5. The Authority shall, or in the case of Mixed Finance Development or Mixed Finance Operating Funds only, cause the Owner to, develop, modernize or operate the Project in compliance with the Applicable Public Housing Requirements, and shall thereafter operate and maintain the Project in compliance with the Applicable Public Housing Requirements for the following periods:
  - (i) In the case of Public Housing Development or Mixed Finance Development (standard), for a 40-year period (for development work) and such 40-year period shall be extended for 10 years after the end of the last PHA fiscal year for which Operating Fund assistance is provided by the Authority on behalf of the Project, or as may be otherwise required by law or amended by law;
  - (ii) In the case of the use of Capital Funds for Public Housing Modernization or Modernization occurring after Mixed Finance Development (standard) or Mixed Finance Operating Funds Only), for a 20-year period that begins on the date on which the modernization is completed, or for such other period as may be required by law or amended by law and such 20-year period shall be extended for 10 years after the end of the last PHA fiscal year for which Operating Fund assistance is provided by the Authority on behalf of the Project, or as may be otherwise required by law or amended by law;
  - (iii) In the case of Operating Fund only Projects, for a 10-year period expiring upon the conclusion of the fiscal year for which Operating Fund assistance is last provided by

the Authority for the benefit of the Project Units, or as may be otherwise required by law or amended by law; or

6. In the case of Mixed Finance Operating Funds Only Projects, the Owner shall not, without the prior written approval of HUD or as may otherwise be authorized by law, dispose of the Project during and for 10 years after the end of the last PHA fiscal year in which the Project receives Operating Fund assistance from the Authority. The Authority may seek, pursuant to section 18 of the Act, an early termination of the 10-year prohibition on disposition and the low income use restrictions in the event of reduced appropriations of operating subsidies to the Authority under section 9(e) of the Act. In such case, HUD may approve in writing the disposition of the Project from the public housing program if it determines such action to be in the best interests of the Project residents and the Authority, and is otherwise consistent with the Act.
  
7. The Authority, or in the case of Mixed Finance Development or Mixed Finance Operating Funds Only, the Owner, shall remain seized of title to the Project and shall refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer of any kind of the Project, or any part thereof, or any rent, revenues, income, or receipts of the Project in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the ACC, as amended, or any interest in any of the same, except to the extent approved in writing by HUD, as otherwise authorized by the ACC, as amended, or as authorized below:
  - A. Deeds of trust and financing arrangements approved in writing by HUD under the terms of the Mixed Finance ACC Amendment, and transfer of the Project to the beneficiary under any such approved loans, by foreclosure or deed-in-lieu of foreclosure, or to a third-party purchaser at a foreclosure sale, provided that any such transfer shall be subject to the terms of this Declaration;
  - B. Dwelling leases with eligible families and lease of other spaces and facilities in the Project;
  - C. Conveyance or otherwise dispose of any real or personal property which is determined and approved by HUD to be excess to the needs of the Project;
  - D. Dedication of land for use as streets, alleys, or other public rights-of-way, and grants and easements for the establishment, operation, and maintenance of public utilities; and
  - E. Normal uses associated with the operation of the Project, to the extent authorized by the ACC.
  
8. (A) No transfer, conveyance, or assignment or release of this Declaration shall be made without the prior written approval of HUD including as well: (i) any interest of a managing member, general partner, or controlling stockholder (any such interest being referred to as a "Controlling Interest") of the Owner; or (ii) a Controlling Interest in any entity which has a Controlling Interest in the Owner; or (iii) prior to the payment in full of all equity contributions described in the approved evidentiary documents listed in the Mixed Finance ACC Amendment, any other interest in the Owner, or in any partner or member thereof.

(B) Notwithstanding the foregoing, HUD consent is not required where a business organization that has a limited interest (non-controlling and non-managing) in the Owner transfers a non-controlling and non-managing interest in the business organization as long as the Owner: (i) provides HUD with written notice of such transfer; and (ii) certifies to HUD that the new owner of the limited interest remains obligated to fund its equity contribution in accordance with the terms of the HUD-approved organizational documents of the Owner.

(C) HUD will not unreasonably withhold, delay, or condition a request by the Owner for HUD's consent to an internal reorganization of the corporate or partnership structure of the Owner or any of the partners, members or stockholders of the Owner.

9. This Declaration shall first be approved by HUD and then be recorded at the expense of the Authority or the Owner (in the case of Mixed Finance Development (standard) or Mixed Finance Operating Funds Only) in the local land records of the Project and a recorded copy shall be provided to HUD.
10. This Declaration shall not be amended, modified or released without the prior written consent of HUD.
11. Upon expiration of the period during which the Project is required to be operated and maintained as public housing in accordance with the Applicable Public Housing Requirements, or otherwise upon HUD's approval to release this Declaration, HUD will execute a release of this Declaration by an instrument to be recorded in the appropriate land records (the "Release"). The Release shall be prepared by the Authority or the Owner (in the case of Mixed Finance Development or Mixed Finance Operating Funds Only) and recorded at the expense of Authority or Owner (in the case of Mixed Finance Development or Mixed Finance Operating Funds Only) and a copy provided to HUD.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, the Authority and the Owner (in the case of Mixed Finance Development or Mixed Finance Operating Funds Only) have caused this Declaration to be executed by their duly authorized officers for proper recording in the public records.

Housing Authority of the City of Austin  
Housing Authority

By: \_\_\_\_\_  
Name: Michael G. Gerber  
Title: President and Chief Executive Officer

\_\_\_\_\_ [4] N/A  
Owner

By: \_\_\_\_\_ [20] N/A  
Name: \_\_\_\_\_ [20]  
Title: \_\_\_\_\_ [20]

## **Exhibit A**

### **Legal Description of Project**

#### **MUST INSERT METES AND BOUNDS DESCRIPTION**

#### **IF AVAILABLE, ALSO INCLUDE STREET NAME AND NUMBER AFTER THE METES AND BOUNDS DESCRIPTION**

TRACT No. I: A tract of 35,351.04 square feet, being Lots 1 to 6 inclusive, in Block 183, Original of Townsite of Austin, Travis County, Texas, as shown on the map thereof recorded in the General Land Office of the State of Texas, and

TRACT NO. II: All of the Block 184 ½ in the Original Townsite of Austin, Travis County, Texas, as shown on the map thereof recorded in the General Land Office of the State of Texas, save and except that portion of Block 184 ½ conveyed to Robert Barnstone, Trustee, in deed dated June 16, 1982, recorded in the Deed of Records of Travis County.

The two tracts of land above described are more particularly described by metes and bounds in warranty deed dated April 10, 1963, from Ireland Oraves to the said Housing Authority of the City of Austin, and recorded in Volume 2575, Page 453 of the Deed Records of Travis County.

Street Address: 85 Trinity, Austin, Texas, 78701

## INSTRUCTIONS FOR COMPLETING THE REQUIRED FORM OF DECLARATION OF TRUST/RESTRICTIVE COVENANTS

This is a mandatory form document required by HUD. This document may not be changed except with prior written approval of HUD. Complete only applicable sections. Leave non-applicable sections blank. Enter the following information, as described below, for each of the corresponding spaces on the Required Form of Declaration of Trust/Restrictive Covenants:

1. The day, month and year, respectively, in which this Declaration is being executed.
2. The name of the Authority executing the Declaration.
3. The State or Commonwealth in which the Authority is organized and existing.
4. The name of the Owner (inserted in the case of Mixed Finance Development or Mixed Finance Operating Funds Only) executing the Declaration.
5. The legal structure of the Owner (e.g., limited partnership) and the State or Commonwealth in which it is organized and existing.
6. The number of the ACC entered into between HUD and the Authority. [**NOTE:** All mixed finance transactions require execution of a 1995 or later ACC to permit proper amendment by the Mixed Finance ACC Amendment.]
7. The date on which the ACC between HUD and the Authority, as described in item 6, was executed.
8. The street address or plat number or parcel number where the Project is located.
9. The City where the Project is located.
10. The County where the Project is located.
11. The State/Commonwealth where the Project is located.
12. The number of dwelling units in the Project.
13. The ACC Amendment number designated by the HUD field office for the Mixed Finance ACC Amendment covering this Project.
14. The number of public housing units for this Project being added to the ACC via the Mixed Finance ACC Amendment.
15. The project number designated for this Project, as stated in Section 2 of the Mixed Finance ACC Amendment.
16. The ACC Amendment number designated by the HUD field office for the Mixed Finance Amendment to the ACC for Projects Receiving Only Public Housing Operating Fund Assistance covering this Project.
- 17A. The name of the entity (either the Authority or the Owner Entity) that holds title to \_\_\_\_\_ the site on

which the Project is (or will be) located.

17B. If the Authority holds title to the Project, and is entering into a ground lease with the Owner, add the following sentence: “The Authority has entered into a ground lease with the Owner for the site on which the Project is to be developed, and on which the Owner will construct [or rehabilitate] and operate the Project.”

18.If the Authority holds title to the site on which the Project is to be developed and is entering into a ground lease with the Owner for the site, insert a paragraph to read as follows: “The Owner is possessed of and holds in trust for the benefit of HUD, for the purposes hereinafter stated, a leasehold interest in the Project and all buildings and fixtures developed or to be developed thereon or appurtenant thereto, and including all personalty.” [NOTE: if this additional language is inserted, modify the numbering of the succeeding paragraphs accordingly.]

19. Signature, name and title of the Authority’s duly authorized representative.

20. Signature, name and title of the Owner’s duly authorized representative.

21. Must insert legal metes and bounds description of the Project. If street address is available (may not be available for vacant land), insert that address after the legal metes and bounds description of the Project.

Public reporting burden for this collection of information is estimated to average 1 hour per response. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. HUD will use this information to ensure that PHAs remain seized of the title of public housing projects and other public housing real property and refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, lease, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the ACC. The information requested does not lend itself to confidentiality.

***This document may not be changed without HUD's prior written approval.***

### **DECLARATION OF TRUST/RESTRICTIVE COVENANTS**

**THIS DECLARATION OF TRUST/RESTRICTIVE COVENANTS** (the "Declaration") is made and entered into as of this 18<sup>th</sup> day of April, 2019 by and between The Housing Authority of the City of Austin (the "Authority"), a public body corporate and politic, organized and existing under the laws of the State of Texas, and if under a Mixed Finance Amendment to the Annual Contributions Contract, then also [4] (the "Owner"), a [5], for the benefit of the United States of America, acting by and through the Secretary of Housing and Urban Development ("HUD").

**NOTE: OPTION TO USE FOR ALL PUBLIC HOUSING OR MIXED FINANCE PUBLIC HOUSING – FILL IN PHA OR OWNER ENTITY**

WHEREAS, pursuant to the U.S. Housing Act of 1937, as amended, and any successor legislation (the "Act") the Authority and HUD have entered into a Consolidated Annual Contributions Contract ("ACC") number: FW-4008, dated 04/01/2018, as the same may be amended from time to time, which provides for grants and annual contributions to be made by HUD to assist the Authority in developing, maintaining, and operating its public housing units in accordance with all applicable public housing requirements (as further defined below); and

**NOTE: FILL IN THE LATEST ACC NUMBER ON RECORD**

**NOTE: COMPLETE ONE OF THE FOLLOWING GROUPS OF PARAGRAPHS: DEVELOPMENT, MODERNIZATION OR MIXED FINANCE (STANDARD OR OPERATING FUNDS ONLY)**

**For Public Housing Development Declaration of Trust (complete these two paragraphs):**

WHEREAS, as of the date of execution of this Declaration, the Capital Fund Grant ACC Amendment and ACC cover the low-income housing project located at 7012 Hillcroft Drive, Austin, TX 78724; 6713 Shannon Drive, Austin, TX 78724; 7021 Hillcroft Drive, Austin, TX 78724; 6805 Shannon Drive, Austin, TX 78724; 6701 Shannon Drive, Austin, TX 78724; and 7104 Shannon Drive, Austin, TX 78724, in the City of Austin, County of Travis in the State/Commonwealth of Texas (which, together with any fixtures, rents, revenues, other income, and personalty related to such units and appurtenances shall hereafter collectively be referred to as the "Project") which will provide 6 dwelling units and necessary associated appurtenances;

WHEREAS, the Project and acquisition of the site or sites thereof have been assisted with a Capital Fund grant provided by HUD;



**For Public Housing Modernization Declaration of Trust (complete these two paragraphs):**

WHEREAS, as of the date of execution of this Declaration, the Capital Fund Grant ACC Amendment and the ACC cover a certain individual low-income housing project located at, \_\_\_\_\_ in the City of \_\_\_\_\_, County of \_\_\_\_\_ in the State/Commonwealth of \_\_\_\_\_ (which, together with any fixtures, rents, revenues, other income, and personalty related to such units and appurtenances shall hereafter collectively be referred to as the “Project”) which will provide \_\_\_\_\_ dwelling units and necessary associated appurtenances; and

WHEREAS, the modernization of the Project will have been assisted with a Capital Fund grant provided by HUD.

**For Mixed Finance Declarations of Restrictive Covenants (standard) (complete these two paragraphs):**

WHEREAS, as of the date of execution of this Declaration, HUD and the Authority have entered into a certain Mixed Finance Amendment, Amendment No. \_\_\_\_\_ [13] to the ACC (“Mixed Finance ACC Amendment”), adding the \_\_\_\_\_ [12] public housing units and any necessary associated appurtenances to the ACC under project number \_\_\_\_\_ [15] located at \_\_\_\_\_ [8] in the City of \_\_\_\_\_ [9], County of \_\_\_\_\_ [10], in the State/Commonwealth of \_\_\_\_\_ [11] (which, together with any fixtures, rents, revenues, other income, and personalty related to such units and appurtenances shall hereafter collectively be referred to as the “Project”).

WHEREAS, the Authority and the Owner have entered into a Regulatory and Operating Agreement, and other Agreements, whereby the Authority has agreed to provide the Owner with assistance obtained under the Mixed Finance ACC Amendment to pay a portion of the development costs of the Project, and with Operating Fund assistance to assist in operating and maintaining the low income character of the public housing units in the Project;

**For Mixed Finance Declarations of Restrictive Covenants (Operating Funds only) (complete these two paragraphs)**

WHEREAS, as of the date of execution of this Declaration, HUD and the Authority have entered into a certain Mixed Finance Amendment to Consolidated Annual Contributions Contract for Projects Receiving Only Public Housing Operating Fund Assistance, Amendment No. \_\_\_\_\_ [13] to the ACC (“Mixed Finance ACC Amendment”), adding the \_\_\_\_\_ [14] public housing units and any associated appurtenances to the ACC under project number \_\_\_\_\_ [14] located at \_\_\_\_\_ [8] in the City of \_\_\_\_\_ [9], County of \_\_\_\_\_ [10], in the State of \_\_\_\_\_ [11] (which, together with any fixtures, rents, revenues, other income, and personalty related to such units and appurtenances shall hereafter collectively be referred to as the “Project”).

WHEREAS, the Authority and the Owner have entered into a Regulatory and Operating Agreement, and other Agreements, whereby the Authority has agreed to provide the Owner with Public Housing Operating Fund assistance derived under the Act to assist in operating and maintaining the low income character of the public housing units in the Project;

**For Mixed Finance Declarations of Restrictive Covenants (standard and Operating Funds only) (complete these paragraph two paragraphs):**

WHEREAS, in return for the receipt of such assistance, the Owner has agreed to develop, operate and maintain the Project in accordance with all requirements applicable to public housing, including, without limitation, the Act, HUD regulations thereunder (and, to the extent applicable, any HUD-approved waivers of regulatory requirements), the ACC, the Mixed Finance ACC Amendment, the HOPE VI Grant Agreement (if applicable), this Declaration, and all pertinent Federal statutory, executive order, and regulatory requirements, as those requirements may be amended from time to time (all such requirements hereafter collectively referred

to as the “Applicable Public Housing Requirements”);

WHEREAS, as of the date of execution of this Declaration, title to the Project is held by [17A, 17B]

**For Public Housing Development, Public Housing Modernization and Mixed Finance Development and Mixed Finance Operating Funds Only Projects (all of these paragraphs apply):**

NOW, THEREFORE, to assure HUD of the performance by the Authority and the Owner (in the case of Mixed Finance Development or Mixed Finance Operating Funds Only), and any successors in interest to the Authority and Owner, of the Applicable Public Housing Requirements in connection with the development, operation and maintenance of the Project for the term of the low income use restrictions, the parties hereby acknowledge and agree:

1. The Housing Authority of the City of Austin does hereby acknowledge and declare that it is possessed of and holds title to the Project consisting of the real property located at 7012 Hillcroft Drive, Austin, TX 78724; 6713 Shannon Drive, Austin, TX 78724; 7021 Hillcroft Drive, Austin, TX 78724; 6805 Shannon Drive, Austin, TX 78724; 6701 Shannon Drive, Austin, TX 78724; and 7104 Shannon Drive, Austin, TX 78724 situated in the City of Austin, County of Travis, in the State/Commonwealth of Texas, as more fully described in Exhibit A to this Declaration, and which is made a part hereof;
2. The Housing Authority of the City of Austin does hereby acknowledge and declare that it is possessed of and holds title to the Project in trust for the benefit of HUD, for the purposes hereinafter stated;
3. [18]
4. The Owner (if Mixed Finance Development or Mixed Finance Operating Funds Only) and Authority (in all cases) hereby declare and acknowledge that during the existence of the trust hereby created, the restrictive covenants set forth in this Declaration shall be, and are, covenants running with the Project for the period of the low-income use restrictions, and are binding upon the Owner (if Mixed Finance Development or Mixed Finance Operating Funds Only) and the Authority (in all cases), and their successors and assigns, for such term;
5. The Authority shall, or in the case of Mixed Finance Development or Mixed Finance Operating Funds only, cause the Owner to, develop, modernize or operate the Project in compliance with the Applicable Public Housing Requirements, and shall thereafter operate and maintain the Project in compliance with the Applicable Public Housing Requirements for the following periods:
  - (i) In the case of Public Housing Development or Mixed Finance Development (standard), for a 40-year period (for development work) and such 40-year period shall be extended for 10 years after the end of the last PHA fiscal year for which Operating Fund assistance is provided by the Authority on behalf of the Project, or as may be otherwise required by law or amended by law;
  - (ii) In the case of the use of Capital Funds for Public Housing Modernization or Modernization occurring after Mixed Finance Development (standard) or Mixed Finance Operating Funds Only), for a 20-year period that begins on the date on which the modernization is completed, or for such other period as may be required by law or amended by law and such 20-year period shall be extended for 10 years after the end of the last PHA fiscal year for which Operating Fund assistance is provided by the Authority on behalf of the Project, or as may be otherwise required by law or

- amended by law;
- (iii) In the case of Operating Fund only Projects, for a 10-year period expiring upon the conclusion of the fiscal year for which Operating Fund assistance is last provided by the Authority for the benefit of the Project Units, or as may be otherwise required by law or amended by law; or
6. In the case of Mixed Finance Operating Funds Only Projects, the Owner shall not, without the prior written approval of HUD or as may otherwise be authorized by law, dispose of the Project during and for 10 years after the end of the last PHA fiscal year in which the Project receives Operating Fund assistance from the Authority. The Authority may seek, pursuant to section 18 of the Act, an early termination of the 10-year prohibition on disposition and the low income use restrictions in the event of reduced appropriations of operating subsidies to the Authority under section 9(e) of the Act. In such case, HUD may approve in writing the disposition of the Project from the public housing program if it determines such action to be in the best interests of the Project residents and the Authority, and is otherwise consistent with the Act.
7. The Authority, or in the case of Mixed Finance Development or Mixed Finance Operating Funds Only, the Owner, shall remain seized of title to the Project and shall refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer of any kind of the Project, or any part thereof, or any rent, revenues, income, or receipts of the Project in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the ACC, as amended, or any interest in any of the same, except to the extent approved in writing by HUD, as otherwise authorized by the ACC, as amended, or as authorized below:
- A. Deeds of trust and financing arrangements approved in writing by HUD under the terms of the Mixed Finance ACC Amendment, and transfer of the Project to the beneficiary under any such approved loans, by foreclosure or deed-in-lieu of foreclosure, or to a third-party purchaser at a foreclosure sale, provided that any such transfer shall be subject to the terms of this Declaration;
  - B. Dwelling leases with eligible families and lease of other spaces and facilities in the Project;
  - C. Conveyance or otherwise dispose of any real or personal property which is determined and approved by HUD to be excess to the needs of the Project;
  - D. Dedication of land for use as streets, alleys, or other public rights-of-way, and grants and easements for the establishment, operation, and maintenance of public utilities; and
  - E. Normal uses associated with the operation of the Project, to the extent authorized by the ACC.
8. (A) No transfer, conveyance, or assignment or release of this Declaration shall be made without the prior written approval of HUD including as well: (i) any interest of a managing member, general partner, or controlling stockholder (any such interest being referred to as a "Controlling Interest") of the Owner; or (ii) a Controlling Interest in any entity which has a

Controlling Interest in the Owner; or (iii) prior to the payment in full of all equity contributions described in the approved evidentiary documents listed in the Mixed Finance ACC Amendment, any other interest in the Owner, or in any partner or member thereof.

(B) Notwithstanding the foregoing, HUD consent is not required where a business organization that has a limited interest (non-controlling and non-managing) in the Owner transfers a non-controlling and non-managing interest in the business organization as long as the Owner: (i) provides HUD with written notice of such transfer; and (ii) certifies to HUD that the new owner of the limited interest remains obligated to fund its equity contribution in accordance with the terms of the HUD-approved organizational documents of the Owner.

(C) HUD will not unreasonably withhold, delay, or condition a request by the Owner for HUD's consent to an internal reorganization of the corporate or partnership structure of the Owner or any of the partners, members or stockholders of the Owner.

9. This Declaration shall first be approved by HUD and then be recorded at the expense of the Authority or the Owner (in the case of Mixed Finance Development (standard) or Mixed Finance Operating Funds Only) in the local land records of the Project and a recorded copy shall be provided to HUD.
10. This Declaration shall not be amended, modified or released without the prior written consent of HUD.
11. Upon expiration of the period during which the Project is required to be operated and maintained as public housing in accordance with the Applicable Public Housing Requirements, or otherwise upon HUD's approval to release this Declaration, HUD will execute a release of this Declaration by an instrument to be recorded in the appropriate land records (the "Release"). The Release shall be prepared by the Authority or the Owner (in the case of Mixed Finance Development or Mixed Finance Operating Funds Only) and recorded at the expense of Authority or Owner (in the case of Mixed Finance Development or Mixed Finance Operating Funds Only) and a copy provided to HUD.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, the Authority and the Owner (in the case of Mixed Finance Development or Mixed Finance Operating Funds Only) have caused this Declaration to be executed by their duly authorized officers for proper recording in the public records.

Housing Authority of the City of Austin  
Housing Authority

By: \_\_\_\_\_  
Name: Michael G. Gerber  
Title: President and Chief Executive Officer

\_\_\_\_\_ [4] N/A  
Owner

By: \_\_\_\_\_ [20] N/A  
Name: \_\_\_\_\_ [20]  
Title: \_\_\_\_\_ [20]

**Exhibit A**

**Legal Description of Project**

**MUST INSERT METES AND BOUNDS DESCRIPTION**

**IF AVAILABLE, ALSO INCLUDE STREET NAME AND NUMBER AFTER THE METES AND BOUNDS DESCRIPTION**

**7012 Hillcroft Drive Austin, TX 78724**

Lot Nine (9), Block L, Colony Park, Section One, Phase Four-A, an addition in Travis County, Texas, according to the map or plat thereof recorded in book 76, page 13, of the Plat Records of Travis County, Texas.

AND

**6713 Shannon Dr Austin, TX 78724**

Lot Fourteen (14), Block "RR", of Colony Park Section One, Phase Four-C, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in volume 85, Page 108A, of the Plat Records of Travis County, Texas.

AND

**7021 Hillcroft Drive Austin, TX 78724**

Lot Two (2), Block Q, Colony Park Section One, Phase Four-A, an addition in Travis County, Texas, according to the map or plat thereof recorded in book 76, Page 13, of the Plat Records of Travis County, Texas.

AND

**6805 Shannon Dr Austin, TX 78724**

Lot Eleven (11), Block "RR", of Colony Park, Section One (1), Phase Four-C, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in volume 85, Page 108A, of the Plat Records of Travis County, Texas.

AND

**6701 Shannon Dr Austin, TX 78724**

Lot Nineteen (19), Block RR, Colony Park, Section One, Phase 4-B, an addition in Travis County, Texas, according to the map or plat thereof recorded in Book 77, Page 241, of the Plat Records of Travis County, Texas.

AND

**7104 Shannon Dr Austin, TX 78724**

Lot 27, Block Q, Meadows of Walnut Creek Section Five, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 86, Page 162D-163A, Plat Records of Travis County, Texas.

## INSTRUCTIONS FOR COMPLETING THE REQUIRED FORM OF DECLARATION OF TRUST/RESTRICTIVE COVENANTS

This is a mandatory form document required by HUD. This document may not be changed except with prior written approval of HUD. Complete only applicable sections. Leave non-applicable sections blank. Enter the following information, as described below, for each of the corresponding spaces on the Required Form of Declaration of Trust/Restrictive Covenants:

1. The day, month and year, respectively, in which this Declaration is being executed.
2. The name of the Authority executing the Declaration.
3. The State or Commonwealth in which the Authority is organized and existing.
4. The name of the Owner (inserted in the case of Mixed Finance Development or Mixed Finance Operating Funds Only) executing the Declaration.
5. The legal structure of the Owner (e.g., limited partnership) and the State or Commonwealth in which it is organized and existing.
6. The number of the ACC entered into between HUD and the Authority. [**NOTE:** All mixed finance transactions require execution of a 1995 or later ACC to permit proper amendment by the Mixed Finance ACC Amendment.]
7. The date on which the ACC between HUD and the Authority, as described in item 6, was executed.
8. The street address or plat number or parcel number where the Project is located.
9. The City where the Project is located.
10. The County where the Project is located.
11. The State/Commonwealth where the Project is located.
12. The number of dwelling units in the Project.
13. The ACC Amendment number designated by the HUD field office for the Mixed Finance ACC Amendment covering this Project.
14. The number of public housing units for this Project being added to the ACC via the Mixed Finance ACC Amendment.
15. The project number designated for this Project, as stated in Section 2 of the Mixed Finance ACC Amendment.
16. The ACC Amendment number designated by the HUD field office for the Mixed Finance Amendment to the ACC for Projects Receiving Only Public Housing Operating Fund Assistance covering this Project.
- 17A. The name of the entity (either the Authority or the Owner Entity) that holds title to \_\_\_\_\_ the site on

which the Project is (or will be) located.

17B. If the Authority holds title to the Project, and is entering into a ground lease with the Owner, add the following sentence: “The Authority has entered into a ground lease with the Owner for the site on which the Project is to be developed, and on which the Owner will construct [or rehabilitate] and operate the Project.”

18.If the Authority holds title to the site on which the Project is to be developed and is entering into a ground lease with the Owner for the site, insert a paragraph to read as follows: “The Owner is possessed of and holds in trust for the benefit of HUD, for the purposes hereinafter stated, a leasehold interest in the Project and all buildings and fixtures developed or to be developed thereon or appurtenant thereto, and including all personalty.” [NOTE: if this additional language is inserted, modify the numbering of the succeeding paragraphs accordingly.]

19. Signature, name and title of the Authority’s duly authorized representative.

20. Signature, name and title of the Owner’s duly authorized representative.

21. Must insert legal metes and bounds description of the Project. If street address is available (may not be available for vacant land), insert that address after the legal metes and bounds description of the Project.



Public reporting burden for this collection of information is estimated to average 1 hour per response. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. HUD will use this information to ensure that PHAs remain seized of the title of public housing projects and other public housing real property and refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, lease, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the ACC. The information requested does not lend itself to confidentiality.

***This document may not be changed without HUD's prior written approval.***

**DECLARATION OF TRUST/RESTRICTIVE COVENANTS**

**THIS DECLARATION OF TRUST/RESTRICTIVE COVENANTS** (the "Declaration") is made and entered into as of this 18<sup>th</sup> day of April, 20 19 by and between The Housing Authority of the City of Austin (the "Authority"), a public body corporate and politic, organized and existing under the laws of the State of Texas, and if under a Mixed Finance Amendment to the Annual Contributions Contract, then also [4] (the "Owner"), a [5], for the benefit of the United States of America, acting by and through the Secretary of Housing and Urban Development ("HUD").

**NOTE: OPTION TO USE FOR ALL PUBLIC HOUSING OR MIXED FINANCE PUBLIC HOUSING – FILL IN PHA OR OWNER ENTITY**

WHEREAS, pursuant to the U.S. Housing Act of 1937, as amended, and any successor legislation (the "Act") the Authority and HUD have entered into a Consolidated Annual Contributions Contract ("ACC") number: FW-4008, dated 04/01/2018, as the same may be amended from time to time, which provides for grants and annual contributions to be made by HUD to assist the Authority in developing, maintaining, and operating its public housing units in accordance with all applicable public housing requirements (as further defined below); and

**NOTE: FILL IN THE LATEST ACC NUMBER ON RECORD**

**NOTE: COMPLETE ONE OF THE FOLLOWING GROUPS OF PARAGRAPHS: DEVELOPMENT, MODERNIZATION OR MIXED FINANCE (STANDARD OR OPERATING FUNDS ONLY)**

**For Public Housing Development Declaration of Trust (complete these two paragraphs):**

WHEREAS, as of the date of execution of this Declaration, the Capital Fund Grant ACC Amendment and ACC cover the low-income housing project located at 12815 Magnolia Mound Trl, Austin, TX 78727; 5912 Green Acres, Austin, TX 78727; 13004 Garfield Lane, Austin, TX 78727; 12902 Lazyfield Trl, Austin, TX 78727; 5604 Shreveport Dr, Austin, TX 78727; 5506 Shreveport Dr, Austin, TX 78727; 12817 Magnolia Mound Trl, Austin, TX 78727; 12915 Garfield Lane, Austin, TX 78727; 5916 Richard Carlton, Austin, TX 78727; 12906 Odie Lane, Austin, TX 78727; 12821 Meehan Dr., Austin, TX 78727; 12721 Magnolia Mound Trl, Austin, TX 78727; 5919 Green Acres, Austin, TX 78727; 12405 Turtleback Lane, Austin, TX 78727, in the City of Austin, County of Travis in the State/Commonwealth of Texas (which, together with any fixtures, rents, revenues, other income, and personalty related to such units and appurtenances shall hereafter collectively be referred to as the "Project") which will provide 14 dwelling units and necessary associated appurtenances;

WHEREAS, the Project and acquisition of the site or sites thereof have been assisted with a Capital Fund grant provided by HUD;

**For Public Housing Modernization Declaration of Trust (complete these two paragraphs):**

WHEREAS, as of the date of execution of this Declaration, the Capital Fund Grant ACC Amendment and the ACC cover a certain individual low-income housing project located at \_\_\_, in the City of \_\_\_, County of \_\_\_ in the State/Commonwealth of \_\_\_\_\_ (which, together with any fixtures, rents, revenues, other income, and personalty related to such units and appurtenances shall hereafter collectively be referred to as the “Project”) which will provide \_\_\_ dwelling units and necessary associated appurtenances; and

WHEREAS, the modernization of the Project will have been assisted with a Capital Fund grant provided by HUD.

**For Mixed Finance Declarations of Restrictive Covenants (standard) (complete these two paragraphs):**

WHEREAS, as of the date of execution of this Declaration, HUD and the Authority have entered into a certain Mixed Finance Amendment, Amendment No. \_\_\_ [13] \_\_\_ to the ACC (“Mixed Finance ACC Amendment”), adding the \_\_\_ [12] \_\_\_ public housing units and any necessary associated appurtenances to the ACC under project number \_\_\_ [15] \_\_\_ located at \_\_\_ [8] \_\_\_ in the City of \_\_\_ [9] \_\_\_, County of \_\_\_ [10] \_\_\_, in the State/Commonwealth of \_\_\_ [11] \_\_\_ (which, together with any fixtures, rents, revenues, other income, and personalty related to such units and appurtenances shall hereafter collectively be referred to as the “Project”).

WHEREAS, the Authority and the Owner have entered into a Regulatory and Operating Agreement, and other Agreements, whereby the Authority has agreed to provide the Owner with assistance obtained under the Mixed Finance ACC Amendment to pay a portion of the development costs of the Project, and with Operating Fund assistance to assist in operating and maintaining the low income character of the public housing units in the Project;

**For Mixed Finance Declarations of Restrictive Covenants (Operating Funds only) (complete these two paragraphs)**

WHEREAS, as of the date of execution of this Declaration, HUD and the Authority have entered into a certain Mixed Finance Amendment to Consolidated Annual Contributions Contract for Projects Receiving Only Public Housing Operating Fund Assistance, Amendment No. \_\_\_ [13] \_\_\_ to the ACC (“Mixed Finance ACC Amendment”), adding the \_\_\_ [14] \_\_\_ public housing units and any associated appurtenances to the ACC under project number \_\_\_ [14] \_\_\_ located at \_\_\_ [8] \_\_\_ in the City of \_\_\_ [9] \_\_\_, County of \_\_\_ [10] \_\_\_, in the State of \_\_\_ [11] \_\_\_ (which, together with any fixtures, rents, revenues, other income, and personalty related to such units and appurtenances shall hereafter collectively be referred to as the “Project”).

WHEREAS, the Authority and the Owner have entered into a Regulatory and Operating Agreement, and other Agreements, whereby the Authority has agreed to provide the Owner with Public Housing Operating Fund assistance derived under the Act to assist in operating and maintaining the low income character of the public housing units in the Project;

**For Mixed Finance Declarations of Restrictive Covenants (standard and Operating Funds only) (complete these paragraph two paragraphs):**

WHEREAS, in return for the receipt of such assistance, the Owner has agreed to develop, operate and maintain the Project in accordance with all requirements applicable to public housing, including, without limitation, the Act, HUD regulations thereunder (and, to the extent applicable, any HUD-approved waivers of regulatory requirements), the ACC, the Mixed Finance ACC Amendment, the HOPE VI Grant Agreement (if applicable), this Declaration, and all pertinent Federal statutory, executive order, and regulatory requirements, as those requirements may be amended from time to time (all such requirements hereafter collectively referred to as the “Applicable Public Housing Requirements”);

WHEREAS, as of the date of execution of this Declaration, title to the Project is held by [17A, 17B]

**For Public Housing Development, Public Housing Modernization and Mixed Finance Development and Mixed Finance Operating Funds Only Projects (all of these paragraphs apply):**

NOW, THEREFORE, to assure HUD of the performance by the Authority and the Owner (in the case of Mixed Finance Development or Mixed Finance Operating Funds Only), and any successors in interest to the Authority and Owner, of the Applicable Public Housing Requirements in connection with the development, operation and maintenance of the Project for the term of the low income use restrictions, the parties hereby acknowledge and agree:

1. The Housing Authority of the City of Austin does hereby acknowledge and declare that it is possessed of and holds title to the Project consisting of the real property located at 12815 Magnolia Mound Trl, Austin, TX 78727; 5912 Green Acres, Austin, TX 78727; 13004 Garfield Lane, Austin, TX 78727; 12902 Lazyfield Trl, Austin, TX 78727; 5604 Shreveport Dr, Austin, TX 78727; 5506 Shreveport Dr, Austin, TX 78727; 12817 Magnolia Mound Trl, Austin, TX 78727; 12915 Garfield Lane, Austin, TX 78727; 5916 Richard Carlton, Austin, TX 78727; 12906 Odie Lane, Austin, TX 78727; 12821 Meehan Dr., Austin, TX 78727; 12721 Magnolia Mound Trl, Austin, TX 78727; 5919 Green Acres, Austin, TX 78727; 12405 Turtleback Lane, Austin, TX 78727 situated in the City of Austin, County of Travis, in the State/Commonwealth of Texas, as more fully described in Exhibit A to this Declaration, and which is made a part hereof;
2. The Housing Authority of the City of Austin does hereby acknowledge and declare that it is possessed of and holds title to the Project in trust for the benefit of HUD, for the purposes hereinafter stated;
3. [18]
4. The Owner (if Mixed Finance Development or Mixed Finance Operating Funds Only) and Authority (in all cases) hereby declare and acknowledge that during the existence of the trust hereby created, the restrictive covenants set forth in this Declaration shall be, and are, covenants running with the Project for the period of the low-income use restrictions, and are binding upon the Owner (if Mixed Finance Development or Mixed Finance Operating Funds Only) and the Authority (in all cases), and their successors and assigns, for such term;
5. The Authority shall, or in the case of Mixed Finance Development or Mixed Finance Operating Funds only, cause the Owner to, develop, modernize or operate the Project in compliance with the Applicable Public Housing Requirements, and shall thereafter operate and maintain the Project in compliance with the Applicable Public Housing Requirements for the following periods:
  - (i) In the case of Public Housing Development or Mixed Finance Development (standard), for a 40-year period (for development work) and such 40-year period shall be extended for 10 years after the end of the last PHA fiscal year for which Operating Fund assistance is provided by the Authority on behalf of the Project, or as may be otherwise required by law or amended by law;
  - (ii) In the case of the use of Capital Funds for Public Housing Modernization or Modernization occurring after Mixed Finance Development (standard) or Mixed Finance Operating Funds Only), for a 20-year period that begins on the date on which

the modernization is completed, or for such other period as may be required by law or amended by law and such 20-year period shall be extended for 10 years after the end of the last PHA fiscal year for which Operating Fund assistance is provided by the Authority on behalf of the Project, or as may be otherwise required by law or amended by law;

- (iii) In the case of Operating Fund only Projects, for a 10-year period expiring upon the conclusion of the fiscal year for which Operating Fund assistance is last provided by the Authority for the benefit of the Project Units, or as may be otherwise required by law or amended by law; or
6. In the case of Mixed Finance Operating Funds Only Projects, the Owner shall not, without the prior written approval of HUD or as may otherwise be authorized by law, dispose of the Project during and for 10 years after the end of the last PHA fiscal year in which the Project receives Operating Fund assistance from the Authority. The Authority may seek, pursuant to section 18 of the Act, an early termination of the 10-year prohibition on disposition and the low income use restrictions in the event of reduced appropriations of operating subsidies to the Authority under section 9(e) of the Act. In such case, HUD may approve in writing the disposition of the Project from the public housing program if it determines such action to be in the best interests of the Project residents and the Authority, and is otherwise consistent with the Act.
7. The Authority, or in the case of Mixed Finance Development or Mixed Finance Operating Funds Only, the Owner, shall remain seized of title to the Project and shall refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer of any kind of the Project, or any part thereof, or any rent, revenues, income, or receipts of the Project in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the ACC, as amended, or any interest in any of the same, except to the extent approved in writing by HUD, as otherwise authorized by the ACC, as amended, or as authorized below:
- A. Deeds of trust and financing arrangements approved in writing by HUD under the terms of the Mixed Finance ACC Amendment, and transfer of the Project to the beneficiary under any such approved loans, by foreclosure or deed-in-lieu of foreclosure, or to a third-party purchaser at a foreclosure sale, provided that any such transfer shall be subject to the terms of this Declaration;
  - B. Dwelling leases with eligible families and lease of other spaces and facilities in the Project;
  - C. Conveyance or otherwise dispose of any real or personal property which is determined and approved by HUD to be excess to the needs of the Project;
  - D. Dedication of land for use as streets, alleys, or other public rights-of-way, and grants and easements for the establishment, operation, and maintenance of public utilities; and
  - E. Normal uses associated with the operation of the Project, to the extent authorized by the ACC.

8. (A) No transfer, conveyance, or assignment or release of this Declaration shall be made without the prior written approval of HUD including as well: (i) any interest of a managing member, general partner, or controlling stockholder (any such interest being referred to as a “Controlling Interest”) of the Owner; or (ii) a Controlling Interest in any entity which has a Controlling Interest in the Owner; or (iii) prior to the payment in full of all equity contributions described in the approved evidentiary documents listed in the Mixed Finance ACC Amendment, any other interest in the Owner, or in any partner or member thereof.

(B) Notwithstanding the foregoing, HUD consent is not required where a business organization that has a limited interest (non-controlling and non-managing) in the Owner transfers a non-controlling and non-managing interest in the business organization as long as the Owner: (i) provides HUD with written notice of such transfer; and (ii) certifies to HUD that the new owner of the limited interest remains obligated to fund its equity contribution in accordance with the terms of the HUD-approved organizational documents of the Owner.

(C) HUD will not unreasonably withhold, delay, or condition a request by the Owner for HUD's consent to an internal reorganization of the corporate or partnership structure of the Owner or any of the partners, members or stockholders of the Owner.
9. This Declaration shall first be approved by HUD and then be recorded at the expense of the Authority or the Owner (in the case of Mixed Finance Development (standard) or Mixed Finance Operating Funds Only) in the local land records of the Project and a recorded copy shall be provided to HUD.
10. This Declaration shall not be amended, modified or released without the prior written consent of HUD.
11. Upon expiration of the period during which the Project is required to be operated and maintained as public housing in accordance with the Applicable Public Housing Requirements, or otherwise upon HUD’s approval to release this Declaration, HUD will execute a release of this Declaration by an instrument to be recorded in the appropriate land records (the “Release”). The Release shall be prepared by the Authority or the Owner (in the case of Mixed Finance Development or Mixed Finance Operating Funds Only) and recorded at the expense of Authority or Owner (in the case of Mixed Finance Development or Mixed Finance Operating Funds Only) and a copy provided to HUD.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, the Authority and the Owner (in the case of Mixed Finance Development or Mixed Finance Operating Funds Only) have caused this Declaration to be executed by their duly authorized officers for proper recording in the public records.

Housing Authority of the City of Austin  
Housing Authority

By: \_\_\_\_\_  
Name: Michael G. Gerber  
Title: President and Chief Executive Officer

\_\_\_\_\_ [4] N/A  
Owner

By: \_\_\_\_\_ [20] N/A  
Name: \_\_\_\_\_ [20]  
Title: \_\_\_\_\_ [20]

**Exhibit A**

**Legal Description of Project**

**MUST INSERT METES AND BOUNDS DESCRIPTION**

**IF AVAILABLE, ALSO INCLUDE STREET NAME AND NUMBER AFTER THE METES AND BOUNDS DESCRIPTION**

Parcel 1

LOT 5, BLOCK A, MILWOOD SECTION TWELVE , A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN VOLUME 83, PAGE 173D-174A, PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

(12815 Magnolia Mound Trl Austin, TX 78727)

Parcel 2

LOT NINETY (90), MILWOOD SECTION FIFTEEN-A P. U. D., A SUBBIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOLUME 84, PAGES 196D, 197A, AND 197B, PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AS CORRECTED IN INSTRUMENT RECORDED IN VOLUME 9012, PAGE 664, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS;

(5912 Green Acres Austin, TX 78727)

Parcel 3

LOT ELEVEN (11), BLOCK 'R', 'MILWOOD SECTION SIXTEEN', A SUBDIVISION IN TRAVIS COUNTY, TEXAS, RECORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 83, PAGES 192E-193A, PLAT RECORDS, TRAVIS COUNTY, TEXAS.

(13004 Garfield Lane Austin, TX 78727)

Parcel 4

LOT SEVENTY THREE (73), 'MILWOOD SECTION FIFTEEN-A P. U. D.', A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 84, PAGES 196D-197A-197B, PLAT RECORDS, TRAVIS COUNTY, TEXAS, CORRECTED IN VOLUME 9012, PAGE 664, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS;

(12902 Lazyfield Trl Austin, TX 78727)

Parcel 5

LOT FORTY-FOUR (44) BLOCK "K", "MILWOOD SECTION SEVENTEEN", A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 84, PAGES 122D-123A, PLAT RECORDS TRAVIS COUNTY, TEXAS, CORRECTED IN VOLUME 9196, PAGE 223, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS.

(5604 Shreveport Dr Austin, TX 78727)

Parcel 6

LOT 48, BLOCK K, MILWOOD SECTION SEVENTEEN, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOLUME 84, PAGES 122D-123A, PLAT RECORDS OF TRAVIS COUNTY, TEXAS, CORRECTED IN VOLUME 9196, PAGE 223, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.  
(5506 Shreveport Dr Austin, TX 78727)

Parcel 7

LOT FOUR (4), BLOCK 'A', 'MILWOOD SECTION TWELVE' AN ADDITION IN AND TO THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 83, PAGES 173D-174A, PLAT RECORDS OF TRAVIS COUNTY, TEXAS.  
(12817 Magnolia Mound Trl Austin, TX 78727)

Parcel 8

LOT TWENTY-SIX (26), BLOCK "S", "MILWOOD SECTION SEVENTEEN", A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 84, PAGES 122D-123A, PLAT RECORDS, TRAVIS COUNTY, TEXAS, CORRECTED IN VOLUME 9196, PAGE 223, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS.  
(12915 Garfield Lane Austin, TX 78727)

Parcel 9

LOT FIFTY-SEVEN (57), OF MILWOOD, SECTION FIFTEEN-A, P. U. D., A PLANNED UNIT DEVELOPMENT IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 84, PAGE 196D, PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AND CORRECTED BY INSTRUMENT RECORDED IN VOLUME 9012, PAGE 664 AND VOLUME 9044, PAGE 419, BOTH OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.  
(5916 Richard Carlton Austin, TX 78727)

Parcel 10

LOT SIXTEEN (16), BLOCK "R", MILWOOD SECTION SEVENTEEN, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 84, PAGE 122D-123A, PLAT RECORDS, TRAVIS COUNTY, TEXAS CORRECTED IN VOLUME 9196, PAGE 223, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.  
(12906 Odie Lane Austin, TX 78727)

Parcel 11

LOT FOURTEEN (14), BLOCK B, SCOFIELD FARMS, PHASE I, SECTION 2-A, SMALL LOT SUBDIVISION, AN ADDITION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN BOOK 86, PAGE 91A-91C, PLAT RECORDS OF TRAVIS COUNTY, TEXAS.  
(12821 Meehan Dr. Austin, TX 78727)

Parcel 12

LOT 23, BLOCK A, MILWOOD SECTION TWELVE, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN



VOLUME 83, PAGE 173D-174A, PLAT RECORDS OF TRAVIS COUNTY, TEXAS.  
(12721 Magnolia Mound Trl Austin, TX 78727)

Parcel 13

LOT 81, "MILWOOD SECTION FIFTEEN-A P. U. D.", A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN BOOK 84, PAGES 196D-197B, PLAT RECORDS, TRAVIS COUNTY, TEXAS, AND CORRECTED IN VOLUME 9012, PAGE 664, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS.  
(5919 Green Acres Austin, TX 78727)

Parcel 14

LOT 9, BLOCK G, MILWOOD SECTION 8, A SUBDIVISION IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN VOLUME 80, PAGE 202-205, PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AND CORRECTED IN VOLUME 7626, PAGE 165, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS.  
(12405 Turtleback Lane Austin, TX 78727)

## INSTRUCTIONS FOR COMPLETING THE REQUIRED FORM OF DECLARATION OF TRUST/RESTRICTIVE COVENANTS

This is a mandatory form document required by HUD. This document may not be changed except with prior written approval of HUD. Complete only applicable sections. Leave non-applicable sections blank. Enter the following information, as described below, for each of the corresponding spaces on the Required Form of Declaration of Trust/Restrictive Covenants:

1. The day, month and year, respectively, in which this Declaration is being executed.
2. The name of the Authority executing the Declaration.
3. The State or Commonwealth in which the Authority is organized and existing.
4. The name of the Owner (inserted in the case of Mixed Finance Development or Mixed Finance Operating Funds Only) executing the Declaration.
5. The legal structure of the Owner (e.g., limited partnership) and the State or Commonwealth in which it is organized and existing.
6. The number of the ACC entered into between HUD and the Authority. [**NOTE:** All mixed finance transactions require execution of a 1995 or later ACC to permit proper amendment by the Mixed Finance ACC Amendment.]
7. The date on which the ACC between HUD and the Authority, as described in item 6, was executed.
8. The street address or plat number or parcel number where the Project is located.
9. The City where the Project is located.
10. The County where the Project is located.
11. The State/Commonwealth where the Project is located.
12. The number of dwelling units in the Project.
13. The ACC Amendment number designated by the HUD field office for the Mixed Finance ACC Amendment covering this Project.
14. The number of public housing units for this Project being added to the ACC via the Mixed Finance ACC Amendment.
15. The project number designated for this Project, as stated in Section 2 of the Mixed Finance ACC Amendment.
16. The ACC Amendment number designated by the HUD field office for the Mixed Finance Amendment to the ACC for Projects Receiving Only Public Housing Operating Fund Assistance covering this Project.
- 17A. The name of the entity (either the Authority or the Owner Entity) that holds title to \_\_\_\_\_ the site on

which the Project is (or will be) located.

17B. If the Authority holds title to the Project, and is entering into a ground lease with the Owner, add the following sentence: “The Authority has entered into a ground lease with the Owner for the site on which the Project is to be developed, and on which the Owner will construct [or rehabilitate] and operate the Project.”

18.If the Authority holds title to the site on which the Project is to be developed and is entering into a ground lease with the Owner for the site, insert a paragraph to read as follows: “The Owner is possessed of and holds in trust for the benefit of HUD, for the purposes hereinafter stated, a leasehold interest in the Project and all buildings and fixtures developed or to be developed thereon or appurtenant thereto, and including all personalty.” [NOTE: if this additional language is inserted, modify the numbering of the succeeding paragraphs accordingly.]

19. Signature, name and title of the Authority’s duly authorized representative.

20. Signature, name and title of the Owner’s duly authorized representative.

21. Must insert legal metes and bounds description of the Project. If street address is available (may not be available for vacant land), insert that address after the legal metes and bounds description of the Project.

Public reporting burden for this collection of information is estimated to average 1 hour per response. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. HUD will use this information to ensure that PHAs remain seized of the title of public housing projects and other public housing real property and refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, lease, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the ACC. The information requested does not lend itself to confidentiality.

***This document may not be changed without HUD's prior written approval.***

**DECLARATION OF TRUST/RESTRICTIVE COVENANTS**

**THIS DECLARATION OF TRUST/RESTRICTIVE COVENANTS** (the "Declaration") is made and entered into as of this 18<sup>th</sup> day of April, 2019 by and between The Housing Authority of the City of Austin (the "Authority"), a public body corporate and politic, organized and existing under the laws of the State of Texas, and if under a Mixed Finance Amendment to the Annual Contributions Contract, then also [4] (the "Owner"), a [5], for the benefit of the United States of America, acting by and through the Secretary of Housing and Urban Development ("HUD").

**NOTE: OPTION TO USE FOR ALL PUBLIC HOUSING OR MIXED FINANCE PUBLIC HOUSING – FILL IN PHA OR OWNER ENTITY**

WHEREAS, pursuant to the U.S. Housing Act of 1937, as amended, and any successor legislation (the "Act") the Authority and HUD have entered into a Consolidated Annual Contributions Contract ("ACC") number: FW-4008, dated 04/01/2018, as the same may be amended from time to time, which provides for grants and annual contributions to be made by HUD to assist the Authority in developing, maintaining, and operating its public housing units in accordance with all applicable public housing requirements (as further defined below); and

**NOTE: FILL IN THE LATEST ACC NUMBER ON RECORD**

**NOTE: COMPLETE ONE OF THE FOLLOWING GROUPS OF PARAGRAPHS: DEVELOPMENT, MODERNIZATION OR MIXED FINANCE (STANDARD OR OPERATING FUNDS ONLY)**

**For Public Housing Development Declaration of Trust (complete these two paragraphs):**

WHEREAS, as of the date of execution of this Declaration, the Capital Fund Grant ACC Amendment and ACC cover the low-income housing project located at 6515 Starstruck, Austin, TX 78745; 6104 Waycross, Austin, TX 78745, in the City of Austin, County of Travis in the State/Commonwealth of Texas (which, together with any fixtures, rents, revenues, other income, and personalty related to such units and appurtenances shall hereafter collectively be referred to as the "Project") which will provide 2 dwelling units and necessary associated appurtenances;

WHEREAS, the Project and acquisition of the site or sites thereof have been assisted with a Capital Fund grant provided by HUD;

**For Public Housing Modernization Declaration of Trust (complete these two paragraphs):**

WHEREAS, as of the date of execution of this Declaration, the Capital Fund Grant ACC Amendment and the ACC cover a certain individual low-income housing project located at \_\_\_\_, in the City of \_\_\_\_, County of \_\_\_\_ in the State/Commonwealth of \_\_\_\_ (which, together with any fixtures, rents, revenues, other income, and personalty related to such units and appurtenances shall hereafter collectively be referred to as the “Project”) which will provide \_\_ dwelling units and necessary associated appurtenances; and

WHEREAS, the modernization of the Project will have been assisted with a Capital Fund grant provided by HUD.

**For Mixed Finance Declarations of Restrictive Covenants (standard) (complete these two paragraphs):**

WHEREAS, as of the date of execution of this Declaration, HUD and the Authority have entered into a certain Mixed Finance Amendment, Amendment No. \_\_\_\_ [13] to the ACC (“Mixed Finance ACC Amendment”), adding the \_\_ [12] public housing units and any necessary associated appurtenances to the ACC under project number \_\_\_\_ [15] located at \_\_\_\_ [8] in the City of \_\_\_\_ [9], County of \_\_\_\_ [10], in the State/Commonwealth of \_\_\_\_ [11] (which, together with any fixtures, rents, revenues, other income, and personalty related to such units and appurtenances shall hereafter collectively be referred to as the “Project”).

WHEREAS, the Authority and the Owner have entered into a Regulatory and Operating Agreement, and other Agreements, whereby the Authority has agreed to provide the Owner with assistance obtained under the Mixed Finance ACC Amendment to pay a portion of the development costs of the Project, and with Operating Fund assistance to assist in operating and maintaining the low income character of the public housing units in the Project;

**For Mixed Finance Declarations of Restrictive Covenants (Operating Funds only) (complete these two paragraphs)**

WHEREAS, as of the date of execution of this Declaration, HUD and the Authority have entered into a certain Mixed Finance Amendment to Consolidated Annual Contributions Contract for Projects Receiving Only Public Housing Operating Fund Assistance, Amendment No. \_\_\_\_ [13] to the ACC (“Mixed Finance ACC Amendment”), adding the \_\_ [14] public housing units and any associated appurtenances to the ACC under project number \_\_\_\_ [14] located at \_\_\_\_ [8] in the City of \_\_\_\_ [9], County of \_\_\_\_ [10], in the State of \_\_\_\_ [11] (which, together with any fixtures, rents, revenues, other income, and personalty related to such units and appurtenances shall hereafter collectively be referred to as the “Project”).

WHEREAS, the Authority and the Owner have entered into a Regulatory and Operating Agreement, and other Agreements, whereby the Authority has agreed to provide the Owner with Public Housing Operating Fund assistance derived under the Act to assist in operating and maintaining the low income character of the public housing units in the Project;

**For Mixed Finance Declarations of Restrictive Covenants (standard and Operating Funds only) (complete these paragraph two paragraphs):**

WHEREAS, in return for the receipt of such assistance, the Owner has agreed to develop, operate and maintain the Project in accordance with all requirements applicable to public housing, including, without limitation, the Act, HUD regulations thereunder (and, to the extent applicable, any HUD-approved waivers of regulatory requirements), the ACC, the Mixed Finance ACC Amendment, the HOPE VI Grant Agreement (if applicable), this Declaration, and all pertinent Federal statutory, executive order, and regulatory requirements, as those requirements may be amended from time to time (all such requirements hereafter collectively referred

to as the “Applicable Public Housing Requirements”);

WHEREAS, as of the date of execution of this Declaration, title to the Project is held by [17A, 17B]

**For Public Housing Development, Public Housing Modernization and Mixed Finance Development and Mixed Finance Operating Funds Only Projects (all of these paragraphs apply):**

NOW, THEREFORE, to assure HUD of the performance by the Authority and the Owner (in the case of Mixed Finance Development or Mixed Finance Operating Funds Only), and any successors in interest to the Authority and Owner, of the Applicable Public Housing Requirements in connection with the development, operation and maintenance of the Project for the term of the low income use restrictions, the parties hereby acknowledge and agree:

1. The Housing Authority of the City of Austin does hereby acknowledge and declare that it is possessed of and holds title to the Project consisting of the real property located at 6515 Starstruck, Austin, TX 78745; 6104 Waycross, Austin, TX 78745 situated in the City of Austin, County of Travis, in the State/Commonwealth of Texas, as more fully described in Exhibit A to this Declaration, and which is made a part hereof;
2. The Housing Authority of the City of Austin does hereby acknowledge and declare that it is possessed of and holds title to the Project in trust for the benefit of HUD, for the purposes hereinafter stated;
3. \_\_\_\_\_ [18]
4. The Owner (if Mixed Finance Development or Mixed Finance Operating Funds Only) and Authority (in all cases) hereby declare and acknowledge that during the existence of the trust hereby created, the restrictive covenants set forth in this Declaration shall be, and are, covenants running with the Project for the period of the low-income use restrictions, and are binding upon the Owner (if Mixed Finance Development or Mixed Finance Operating Funds Only) and the Authority (in all cases), and their successors and assigns, for such term;
5. The Authority shall, or in the case of Mixed Finance Development or Mixed Finance Operating Funds only, cause the Owner to, develop, modernize or operate the Project in compliance with the Applicable Public Housing Requirements, and shall thereafter operate and maintain the Project in compliance with the Applicable Public Housing Requirements for the following periods:
  - (i) In the case of Public Housing Development or Mixed Finance Development (standard), for a 40-year period (for development work) and such 40-year period shall be extended for 10 years after the end of the last PHA fiscal year for which Operating Fund assistance is provided by the Authority on behalf of the Project, or as may be otherwise required by law or amended by law;
  - (ii) In the case of the use of Capital Funds for Public Housing Modernization or Modernization occurring after Mixed Finance Development (standard) or Mixed Finance Operating Funds Only), for a 20-year period that begins on the date on which the modernization is completed, or for such other period as may be required by law or amended by law and such 20-year period shall be extended for 10 years after the end of the last PHA fiscal year for which Operating Fund assistance is provided by the Authority on behalf of the Project, or as may be otherwise required by law or amended by law;
  - (iii) In the case of Operating Fund only Projects, for a 10-year period expiring upon the

conclusion of the fiscal year for which Operating Fund assistance is last provided by the Authority for the benefit of the Project Units, or as may be otherwise required by law or amended by law; or

6. In the case of Mixed Finance Operating Funds Only Projects, the Owner shall not, without the prior written approval of HUD or as may otherwise be authorized by law, dispose of the Project during and for 10 years after the end of the last PHA fiscal year in which the Project receives Operating Fund assistance from the Authority. The Authority may seek, pursuant to section 18 of the Act, an early termination of the 10-year prohibition on disposition and the low income use restrictions in the event of reduced appropriations of operating subsidies to the Authority under section 9(e) of the Act. In such case, HUD may approve in writing the disposition of the Project from the public housing program if it determines such action to be in the best interests of the Project residents and the Authority, and is otherwise consistent with the Act.
7. The Authority, or in the case of Mixed Finance Development or Mixed Finance Operating Funds Only, the Owner, shall remain seized of title to the Project and shall refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer of any kind of the Project, or any part thereof, or any rent, revenues, income, or receipts of the Project in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the ACC, as amended, or any interest in any of the same, except to the extent approved in writing by HUD, as otherwise authorized by the ACC, as amended, or as authorized below:
  - A. Deeds of trust and financing arrangements approved in writing by HUD under the terms of the Mixed Finance ACC Amendment, and transfer of the Project to the beneficiary under any such approved loans, by foreclosure or deed-in-lieu of foreclosure, or to a third-party purchaser at a foreclosure sale, provided that any such transfer shall be subject to the terms of this Declaration;
  - B. Dwelling leases with eligible families and lease of other spaces and facilities in the Project;
  - C. Conveyance or otherwise dispose of any real or personal property which is determined and approved by HUD to be excess to the needs of the Project;
  - D. Dedication of land for use as streets, alleys, or other public rights-of-way, and grants and easements for the establishment, operation, and maintenance of public utilities; and
  - E. Normal uses associated with the operation of the Project, to the extent authorized by the ACC.
8. (A) No transfer, conveyance, or assignment or release of this Declaration shall be made without the prior written approval of HUD including as well: (i) any interest of a managing member, general partner, or controlling stockholder (any such interest being referred to as a "Controlling Interest") of the Owner; or (ii) a Controlling Interest in any entity which has a Controlling Interest in the Owner; or (iii) prior to the payment in full of all equity contributions described in the approved evidentiary documents listed in the Mixed Finance

ACC Amendment, any other interest in the Owner, or in any partner or member thereof.

(B) Notwithstanding the foregoing, HUD consent is not required where a business organization that has a limited interest (non-controlling and non-managing) in the Owner transfers a non-controlling and non-managing interest in the business organization as long as the Owner: (i) provides HUD with written notice of such transfer; and (ii) certifies to HUD that the new owner of the limited interest remains obligated to fund its equity contribution in accordance with the terms of the HUD-approved organizational documents of the Owner.

(C) HUD will not unreasonably withhold, delay, or condition a request by the Owner for HUD's consent to an internal reorganization of the corporate or partnership structure of the Owner or any of the partners, members or stockholders of the Owner.

9. This Declaration shall first be approved by HUD and then be recorded at the expense of the Authority or the Owner (in the case of Mixed Finance Development (standard) or Mixed Finance Operating Funds Only) in the local land records of the Project and a recorded copy shall be provided to HUD.
10. This Declaration shall not be amended, modified or released without the prior written consent of HUD.
11. Upon expiration of the period during which the Project is required to be operated and maintained as public housing in accordance with the Applicable Public Housing Requirements, or otherwise upon HUD's approval to release this Declaration, HUD will execute a release of this Declaration by an instrument to be recorded in the appropriate land records (the "Release"). The Release shall be prepared by the Authority or the Owner (in the case of Mixed Finance Development or Mixed Finance Operating Funds Only) and recorded at the expense of Authority or Owner (in the case of Mixed Finance Development or Mixed Finance Operating Funds Only) and a copy provided to HUD.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**



IN WITNESS WHEREOF, the Authority and the Owner (in the case of Mixed Finance Development or Mixed Finance Operating Funds Only) have caused this Declaration to be executed by their duly authorized officers for proper recording in the public records.

Housing Authority of the City of Austin  
Housing Authority

By: \_\_\_\_\_  
Name: Michael G. Gerber  
Title: President and Chief Executive Officer

\_\_\_\_\_ [4] N/A  
Owner

By: \_\_\_\_\_ [20] N/A  
Name: \_\_\_\_\_ [20]  
Title: \_\_\_\_\_ [20]

**Exhibit A**

**Legal Description of Project**

**MUST INSERT METES AND BOUNDS DESCRIPTION**

**IF AVAILABLE, ALSO INCLUDE STREET NAME AND NUMBER AFTER THE METES AND BOUNDS DESCRIPTION**

Parcel 22

Lot Five (5), in Block "A" of BUCKINGHAM RIDGE SECTION ONE, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 60, Page 67 of the Plat Records of Travis County, Texas.

(6515 Starstruck Austin, TX 78745)

And

Parcel 19

Lot 28, Block "P", of Flournoy's Sweetbriar, Section VIII, a subdivision in Travis County, Texas, according to the map or plat of record in volume 54, Page 44, of the Plat Records of Travis County, Texas.

(6104 Waycross Austin, TX 78745)

## INSTRUCTIONS FOR COMPLETING THE REQUIRED FORM OF DECLARATION OF TRUST/RESTRICTIVE COVENANTS

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1. The day, month and year, respectively, in which this Declaration is being executed.
2. The name of the Authority executing the Declaration.
3. The State or Commonwealth in which the Authority is organized and existing.
4. The name of the Owner (inserted in the case of Mixed Finance Development or Mixed Finance Operating Funds Only) executing the Declaration.
5. The legal structure of the Owner (e.g., limited partnership) and the State or Commonwealth in which it is organized and existing.
6. The number of the ACC entered into between HUD and the Authority. [**NOTE:** All mixed finance transactions require execution of a 1995 or later ACC to permit proper amendment by the Mixed Finance ACC Amendment.]
7. The date on which the ACC between HUD and the Authority, as described in item 6, was executed.
8. The street address or plat number or parcel number where the Project is located.
9. The City where the Project is located.
10. The County where the Project is located.
11. The State/Commonwealth where the Project is located.
12. The number of dwelling units in the Project.
13. The ACC Amendment number designated by the HUD field office for the Mixed Finance ACC Amendment covering this Project.
14. The number of public housing units for this Project being added to the ACC via the Mixed Finance ACC Amendment.
15. The project number designated for this Project, as stated in Section 2 of the Mixed Finance ACC Amendment.
16. The ACC Amendment number designated by the HUD field office for the Mixed Finance Amendment to the ACC for Projects Receiving Only Public Housing Operating Fund Assistance covering this Project.
- 17A. The name of the entity (either the Authority or the Owner Entity) that holds title to \_\_\_\_\_ the site on

which the Project is (or will be) located.

17B. If the Authority holds title to the Project, and is entering into a ground lease with the Owner, add the following sentence: “The Authority has entered into a ground lease with the Owner for the site on which the Project is to be developed, and on which the Owner will construct [or rehabilitate] and operate the Project.”

18.If the Authority holds title to the site on which the Project is to be developed and is entering into a ground lease with the Owner for the site, insert a paragraph to read as follows: “The Owner is possessed of and holds in trust for the benefit of HUD, for the purposes hereinafter stated, a leasehold interest in the Project and all buildings and fixtures developed or to be developed thereon or appurtenant thereto, and including all personalty.” [NOTE: if this additional language is inserted, modify the numbering of the succeeding paragraphs accordingly.]

19. Signature, name and title of the Authority’s duly authorized representative.

20. Signature, name and title of the Owner’s duly authorized representative.

21. Must insert legal metes and bounds description of the Project. If street address is available (may not be available for vacant land), insert that address after the legal metes and bounds description of the Project.

# HOUSING AUTHORITY OF THE CITY OF AUSTIN

## BOARD ACTION REQUEST

### RESOLUTION NO. 02596

#### FINANCE ITEM NO. 3.

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**MEETING DATE:** April 18, 2019

**STAFF CONTACT:** Martha Ross, Vice President & Chief Financial Officer

**ITEM TITLE:** Discussion and Adoption of Resolution No. 02596 Approving Write-off of the Uncollectible Accounts of Vacated Tenants

**BUDGETED ITEM:** Yes

**TOTAL COST:** N/A

#### ACTION

Motion to Approve Resolution No. 02596 Approving Write-off of the Uncollectible Accounts of Vacated Tenants for the Period Ending February 28, 2019 for Low Income Public Housing. Additional review of the PBRA-RAD Properties and their Write-Offs for the Period Ending February 28, 2019.

#### SUMMARY

##### ***Background:***

The regulations of the U.S. Department of Housing and Urban Development require the Commissioners of the Housing Authority of the City of Austin to approve the write-off of the uncollectible accounts of vacated tenants for low income public housing. The attached Exhibit 1 reflects amounts due by tenants who moved from the low income housing properties, and covers the six-month period ending February 28, 2019. The Finance Department sent notification to the former tenants by certified mail of the amounts due and informed them that they will be reported to the credit bureau. None of the tenants listed have responded.

Although a formal review of uncollectible write-offs for PBRA-RAD properties is not required by the Department of Housing and Urban Development, the attached Exhibit 2 reflects write-offs for the six-month period ending February 28, 2019 as well as inception to date, for Board review.

##### ***Process:***

Uncollectible accounts were compiled from our accounting system for Low Income Public Housing and were confirmed with staff as uncollectible. Of the total uncollectible for this period, statistics were gathered based on total units by month and total tenant rent, for the properties with write-offs. Of the total write-off amount, 45% was for uncollectible tenant rent, 41% was for maintenance charges not paid by the former tenants, 10% was for legal fees, 3% for other and 1% for utilities. Compared to the prior period, write-offs were slightly lower at 1.5% of total six-month rent for these properties, compared to 1.9% in the prior six-month period.

Although HUD does not require Board review of PBRA-RAD write-offs, they are included here for the Board's review as well. Inception to date, for 27 months ending February 28, 2019, PBRA-RAD write-offs totaled \$150,882.24, averaging \$508 per property per month, for 11 of the properties converted prior to October 2018. For the most recent three month period ending February 28, 2019, of the total write-off amount, 43% was for uncollectible tenant rent, 33% was for maintenance, 21% was for legal, 1% for other, 1% for utilities and 1% for fees, in total somewhat consistent with LIPH in that the two major write-off categories are for rent and maintenance.

***Staff Recommendation:***

Approval is recommended.

**ATTACHMENTS:**

- ▣ **Exhibit 1: Write-Offs for LIPH for Six Months ending February 28, 2019**
- ▣ **Exhibit 2: Write-Offs for PBRA RAD for three months ended February 28, 2019 and Inception to Date**

**RESOLUTION NO. 02596**

**WRITE-OFF OF THE UNCOLLECTIBLE ACCOUNTS OF VACATED TENANTS FOR THE SIX-MONTH PERIOD ENDING  
FEBRUARY 28, 2019 for LOW INCOME PUBLIC HOUSING**

**WHEREAS**, the regulations of the U.S. Department of Housing and Urban Development require the Commissioners of the Public Housing Agency to approve the write-off of vacated tenants accounts designated as uncollectible, and;

**WHEREAS**, a reasonable effort has been made to collect the balance due to the Housing Authority by notifying the former tenants by certified mail of the amounts due and informing them that they will be reported to the credit bureau;

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Commissioners of the Housing Authority of the City of Austin that the Chief Executive Officer is authorized to write off the amount of EIGHT THOUSAND SEVEN HUNDRED AND EIGHTY-EIGHT DOLLARS AND TWELVE CENTS (\$8,788.12), the total of the attached documentation considered to be uncollectible, from the books of the Housing Authority of the City of Austin for the six-month period ending February 28, 2019.

**PASSED, APPROVED AND ADOPTED** this 18th day of April 2019.

\_\_\_\_\_  
Carl S. Richie, Jr., Chairperson

\_\_\_\_\_  
Michael Gerber, Secretary

**Write-Off Balances for Public Housing Properties (Move Out Balances as of 2/28/19)**

No.	FullName	Entity ID	Unit ID	Move Out Date	Move Out Reason*	Rent	Legal	Maintnace	Other	Utility	Fee	Current Elite Account Balance
<b>Chalmers Courts</b>												
1	Robert M.	170816	1028	01/07/2019	Eviction Non Payment	\$0.00	\$182.00	\$464.25	\$0.00	\$9.00	\$0.00	\$655.25
2	Savannah A.	49845	1047	11/06/2018	Moved to Section 8	\$0.00	\$0.00	\$63.68	\$26.00	\$0.00	\$0.00	\$89.68
<b>Total for Chalmers Courts Project Number 001 :</b>						<b>\$0.00</b>	<b>\$182.00</b>	<b>\$527.93</b>	<b>\$26.00</b>	<b>\$9.00</b>	<b>\$0.00</b>	<b>\$744.93</b>
<b>Lakeside Apartments</b>												
3	Erik S.	046022	007076	09/11/2018	Scheduled	\$6.00	\$0.00	\$249.50	\$30.50	\$0.00	\$0.00	\$286.00
4	Willie D.	031959	007050	12/11/2018	Deceased	\$3.00	\$0.00	\$0.00	\$30.50	\$0.00	\$0.00	\$33.50
5	Ana P.	184156	007072	09/24/2018	Scheduled	\$61.00	\$0.00	\$0.00	\$24.00	\$0.00	\$0.00	\$85.00
6	Amanda H.	179877	007143	12/12/2018	Eviction - Non-Payment	\$998.00	\$286.00	\$0.00	\$71.00	\$0.00	\$0.00	\$1,355.00
<b>Total for Lakeside Apartments Project Number 007 :</b>						<b>\$1,068.00</b>	<b>\$286.00</b>	<b>\$249.50</b>	<b>\$156.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,759.50</b>
<b>Santa Rita Courts</b>												
7	Caroline G.	051384	003010	09/04/2018	Abandoned Unit/Skipped	\$1,278.00	\$0.00	\$197.90	\$30.00	\$0.00	\$0.00	\$1,505.90
8	Larry C.	004336	003096	12/10/2018	Deceased	\$217.00	\$0.00	\$305.00	\$0.00	\$0.00	\$0.00	\$522.00
9	Rosaura L.	012275	003078	12/03/2018	Abandoned Unit/Skipped	\$678.00	\$286.00	\$0.00	\$45.00	\$38.57	\$0.00	\$1,047.57
<b>Total for Santa Rita Courts Project Number 003 :</b>						<b>\$2,173.00</b>	<b>\$286.00</b>	<b>\$502.90</b>	<b>\$75.00</b>	<b>\$38.57</b>	<b>\$0.00</b>	<b>\$3,075.47</b>
<b>Thurmond Heights Apartments</b>												
10	Amelia C.	006069	011016	10/01/2018	Scheduled	\$0.00	\$0.00	\$199.00	\$0.00	\$0.00	\$0.00	\$199.00
11	Shani W.	115998	011017	10/03/2018	Eviction - One-Strike (Drugs)	\$684.00	\$149.23	\$1,240.04	\$0.00	\$0.00	\$0.00	\$2,073.27
12	Cecilia M.	019064	011123	06/11/2018	Moved to Section 8	\$28.00	\$0.00	\$892.95	\$15.00	\$0.00	\$0.00	\$935.95
<b>Total for Thurmond Heights Apartments Project Number: 011</b>						<b>\$712.00</b>	<b>\$149.23</b>	<b>\$2,331.99</b>	<b>\$15.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,208.22</b>

<b>12 Grand Total for all Developments</b>	<b>\$3,953.00</b>	<b>\$903.23</b>	<b>\$3,612.32</b>	<b>\$272.00</b>	<b>\$47.57</b>	<b>\$0.00</b>	<b>\$8,788.12</b>
	<b>45%</b>	<b>10%</b>	<b>41%</b>	<b>3%</b>	<b>1%</b>	<b>0%</b>	<b>100%</b>

**Metrics this Period:**

Average Write-Off per Tenant This Period:	\$732
Highest Write-Off per Tenant this Period:	\$2,073
Lowest Write-Off per Tenant this Period:	\$34
Average Write-Off per Tenant excluding high and low:	\$497
Total Unit Months in Public Housing this Period for these Properties: (LIPH units for six months, September 2018 to February 2019)	2,465
Percentage of Units Written Off this period:	0.5%
vs. Percentage of Units Written Off last period:	0.5%
Total \$ Rent Months due in Public Housing this Period, these properties, all months, combined: (e.g., September 2018 to February 2019, with Thurmond and Santa Rita converting)	585,846
Percentage of Rent Written Off vs. Rent Due	1.5%
vs. Percentage of Rent Written Off vs. Rent Due last period:	1.9%



**Exhibit 2: Write-Off Balances for PBRA-RAD Properties (Move Out Balances for three months ended 02/28/19)**

No.	FullName	Entity ID	Unit ID	Move Out Reason*	Rent	Legal	Maintnance	Other	Utility	Fee	Current Account Balance
<b>Pathways at Meadowbrook (tx 004)</b>											
1	Laura G.	055772	4011	Scheduled	\$0.00	\$0.00	\$373.54	\$0.00	\$0.00	\$5.00	\$378.54
2	Ruth T.	016876	4045	Eviction	\$300.51	\$286.00	\$447.25	\$0.00	\$0.00	\$17.00	\$1,050.76
3	Adrianna R.	110669	4057	Scheduled	\$0.00	\$0.00	\$285.84	\$0.00	\$0.00	\$0.00	\$285.84
4	Julia R.	t0000997	4068	Eviction	\$0.00	\$1,490.00	\$326.64	\$0.00	\$0.00	\$0.00	\$1,816.64
5	Eva F.	024452	4088	Scheduled	\$0.00	\$0.00	\$481.24	\$0.00	\$0.00	\$0.00	\$481.24
6	Virginia S.	170514	4104	Eviction	\$440.28	\$286.00	\$573.25	\$0.00	\$0.00	\$37.00	\$1,336.53
7	Miranda S.	169871	4109	Scheduled	\$148.41	\$0.00	\$0.00	\$0.00	\$0.00	\$5.00	\$153.41
8	Rae R.	057508	4117	Eviction	\$0.00	\$0.00	\$586.40	\$0.00	\$0.00	\$16.00	\$602.40
9	Daniella R.	103832	4125	Scheduled	\$988.01	\$0.00	\$698.85	\$85.14	\$0.00	\$5.00	\$1,777.00
10	Marcos M.	116303	4158	Eviction	\$173.29	\$0.00	\$733.60	\$0.00	\$176.00	\$29.00	\$1,111.89
11	Kianna M.	051123	4159	Eviction	\$0.00	\$0.00	\$555.53	\$287.00	\$0.00	\$16.00	\$858.53
12	Bergundie M.	046438	4077	Tenant Initiated	\$585.74	\$0.00	\$813.39	\$60.00	\$0.00	\$0.00	\$1,459.13
13	Shelli B.	052858	4054	Tenant Initiated	\$0.00	\$0.00	\$249.09	\$0.00	\$0.00	\$0.00	\$249.09
14	Jaqueline K.	053911	4088	Tenant Initiated	\$0.00	\$0.00	\$249.34	\$0.00	\$0.00	\$0.00	\$249.34
<b>Total for Meadowbrook:</b>					<b>\$2,636.24</b>	<b>\$2,062.00</b>	<b>\$6,373.96</b>	<b>\$432.14</b>	<b>\$176.00</b>	<b>\$130.00</b>	<b>\$11,810.34</b>
<b>Pathways at Booker T. Washington (tx005)</b>											
15	Adrienne S.	052137	5034	Tenant initiated M/O	\$71.23	\$0.00	\$256.09	\$0.00	\$0.00	\$10.00	\$337.32
16	Tara T.	004545	5051	Eviction	\$2,858.82	\$0.00	\$1,022.55	\$0.00	\$0.00	\$312.00	\$4,193.37
17	Natasha R.	028271	5057	M/O in lieu of eviction	\$0.00	\$0.00	\$80.20	\$0.00	\$0.00	\$0.00	\$80.20
18	Casey P.	039175	5083	Eviction	\$473.23	\$286.00	\$190.80	\$0.00	\$24.54	\$43.00	\$1,017.57
19	Ilse S.	054719	5102	M/O in lieu of eviction	\$630.83	\$0.00	\$230.50	\$0.89	\$0.00	\$28.00	\$890.22
20	Hatim A.	102121	5127	M/O in lieu of eviction	\$327.80	\$0.00	\$306.51	\$1.60	\$0.00	\$5.00	\$640.91
21	Margaret S.	010986	5132	Eviction	\$516.16	\$286.00	\$124.85	\$0.00	\$0.00	\$0.00	\$927.01
22	Ghazi A.	057586	5141	Tenant initiated M/O	\$1,385.32	\$0.00	\$17.25	\$0.00	\$0.00	\$32.00	\$1,434.57
23	San Juana R.	049073	5150	M/O death	\$0.00	\$0.00	\$118.65	\$0.00	\$0.00	\$0.00	\$118.65
24	Maria P.	044780	5160	Tenant initiated M/O	\$987.63	\$0.00	\$186.85	\$0.00	\$0.00	\$15.00	\$1,189.48
25	Melissa R.	019684	5124	Tenant Initiated	\$0.00	\$0.00	\$180.88	\$0.00	\$0.00	\$0.00	\$180.88
26	Albertha W.	038983	5197	Tenant Initiated	\$2.14	\$0.00	\$158.15	\$5.00	\$0.00	\$0.00	\$165.29
27	Jessica B.	049895	5050	Tenant Initiated	\$0.00	\$0.00	\$140.02	\$0.00	\$0.00	\$0.00	\$140.02
28	Anisa T.	053150	5149	Tenant Initiated	\$0.00	\$0.00	\$449.60	\$0.00	\$0.00	\$0.00	\$449.60
29	Issa G.	111161	5148	Tenant Initiated	\$192.12	\$0.00	\$553.91	\$6.00	\$0.00	\$0.00	\$752.03
<b>Total for BTW:</b>					<b>\$7,445.28</b>	<b>\$572.00</b>	<b>\$4,016.81</b>	<b>\$13.49</b>	<b>\$24.54</b>	<b>\$445.00</b>	<b>\$12,517.12</b>
<b>Pathways at Gaston Place (tx 009)</b>											
30	Jesse S.	005279a	9029	MO Deceased	\$4.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4.00
31	Crisselda M.	050933	9065	Tenant Initiated	\$0.00	\$0.00	\$112.00	\$19.91	\$0.00	\$12.00	\$143.91

**Exhibit 2: Write-Off Balances for PBRA-RAD Properties (Move Out Balances for three months ended 02/28/19)**

No.	FullName	Entity ID	Unit ID	Move Out Reason*	Rent	Legal	Maintnance	Other	Utility	Fee	Current Account Balance
32	Eddie F.	011490a	9045	MO Deceased	\$22.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.00
<b>Total for Gaston:</b>					<b>\$26.00</b>	<b>\$0.00</b>	<b>\$112.00</b>	<b>\$19.91</b>	<b>\$0.00</b>	<b>\$12.00</b>	<b>\$169.91</b>
<b>Pathways at Bouldin Oaks (tx010)</b>											
33	Debra H.	037206	10012	Eviction	\$0.00	\$0.00	\$553.07	\$4.76	\$0.00	\$11.00	\$568.83
34	Sabah J.	170964	10064	Scheduled m/o	\$311.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$311.30
35	Laverne N.	005152	10106	Eviction	\$0.00	\$3,310.35	\$138.32	\$0.00	\$0.00	\$0.00	\$3,448.67
36	Olivia O.	027440	10114	Scheduled m/o	\$0.00	\$0.00	\$720.13	\$0.00	\$0.00	\$0.00	\$720.13
37	Sara H.	056232	10131	Eviction	\$519.51	\$407.00	\$1,207.50	\$0.00	\$0.00	\$163.00	\$2,297.01
38	Lisa V.	041690	10104	Nonpayment	\$678.15	\$286.00	\$538.89	\$52.52	\$178.72	\$0.00	\$1,734.28
39	Jenifer C.	113859	10059	Owner Initiated	\$0.00	\$2,450.00	\$931.68	\$0.00	\$0.00	\$0.00	\$3,381.68
<b>Total for Bouldin:</b>					<b>\$1,508.96</b>	<b>\$6,453.35</b>	<b>\$4,089.59</b>	<b>\$57.28</b>	<b>\$178.72</b>	<b>\$174.00</b>	<b>\$12,461.90</b>
<b>Pathways at Georgian Manor (tx 012)</b>											
40	Pam B.	100114	12036	Owner initiated MO	\$2,165.43	\$0.00	\$322.00	\$0.00	\$0.00	\$7.00	\$2,494.43
41	Carolyn B.	20941	12054	Eviction Nonpayment	\$2,533.02	\$0.00	\$475.00	\$0.00	\$0.00	\$52.00	\$3,060.02
<b>Total for Georgian:</b>					<b>\$4,698.45</b>	<b>\$0.00</b>	<b>\$797.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$59.00</b>	<b>\$5,554.45</b>
<b>Pathways at North Loop (tx015)</b>											
42	AJ B.	003951	15031	Owner Initiated	\$32.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.28
43	Johnny C.	30510	15012	Deceased	\$169.34	\$0.00	\$0.00	\$23.55	\$0.00	\$0.00	\$192.89
44	Jettie H.	038236	15028	Tenant initiated	\$352.52	\$286.00	\$86.50	\$11.50	\$0.00	\$5.00	\$741.52
45	Brian A.	103635	15072	Abandoned unit	\$321.88	\$121.00	\$293.00	\$37.18	\$0.00	\$0.00	\$773.06
46	Susan P.	035066	15092	Deceased	\$182.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$182.00
47	Troy C.	043395a	15102	Owner Initiated	\$0.00	\$770.38	\$0.00	\$113.85	\$0.00	\$0.00	\$884.23
48	Jerome S.	173190	15102	Nonpayment	\$1,399.86	\$286.00	\$86.50	\$0.00	\$0.00	\$9.00	\$1,781.36
49	James S.	102864a	15125	Nonpayment	\$520.71	\$286.00	\$317.50	\$83.75	\$0.00	\$0.00	\$1,207.96
50	Tony B.	013923	15128	Nonpayment	\$1,270.35	\$2,474.00	\$572.50	\$61.42	\$0.00	\$0.00	\$4,378.27
<b>Total for Northloop:</b>					<b>\$4,248.94</b>	<b>\$4,223.38</b>	<b>\$1,356.00</b>	<b>\$331.25</b>	<b>\$0.00</b>	<b>\$14.00</b>	<b>\$10,173.57</b>
<b>Pathways at Northgate (tx016)</b>											
51	Maria T.	101851	16029	Tenant Initiated	\$1,122.00	\$0.00	\$7.50	\$0.00	\$0.00	\$19.00	\$1,148.50
52	William D.	103120	16003	Deceased	\$251.00	\$0.00	\$0.00	\$5.00	\$0.00	\$0.00	\$256.00
<b>Total for Northgate:</b>					<b>\$1,373.00</b>	<b>\$0.00</b>	<b>\$7.50</b>	<b>\$5.00</b>	<b>\$0.00</b>	<b>\$19.00</b>	<b>\$1,404.50</b>
<b>Pathways at Shadowbend Ridge (tx017)</b>											
53	Sheila G.	022368	17017	Tenant Initiated	\$0.00	\$0.00	\$4,059.91	\$0.00	\$0.00	\$0.00	\$4,059.91
<b>Total for Shadowbend:</b>					<b>\$0.00</b>	<b>\$0.00</b>	<b>\$4,059.91</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$4,059.91</b>
<b>Pathways at Manchaca II (tx018)</b>											

**Exhibit 2: Write-Off Balances for PBRA-RAD Properties (Move Out Balances for three months ended 02/28/19)**

No.	FullName	Entity ID	Unit ID	Move Out Reason*	Rent	Legal	Maintnance	Other	Utility	Fee	Current Account Balance
54	Bobbie J.	005586	18026	Deceased	\$405.60	\$0.00	\$339.00	\$11.00	\$0.00	\$0.00	\$755.60
<b>Total for Manchaca II:</b>					<b>\$405.60</b>	<b>\$0.00</b>	<b>\$339.00</b>	<b>\$11.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$755.60</b>
<b>Pathways at Manchaca Village (tx019)</b>											
55	Mary D.	t0001392	19030	M/O in lieu of Eviction write off	\$1,898.99	\$0.00	\$4.50	\$0.00	\$0.00	\$0.00	\$1,903.49
56	Ted W.	171995	19030	Nonpayment	\$1,163.67	\$286.00	\$417.00	\$0.00	\$0.00	\$16.00	\$1,882.67
<b>Total for Manchaca Village:</b>					<b>\$3,062.66</b>	<b>\$286.00</b>	<b>\$421.50</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$16.00</b>	<b>\$3,786.16</b>
<b>Pathways at Coronado Hills (tx022)</b>											
57	Marisa M.	103623	22005	MO instead of eviction	\$1,547.00	\$0.00	\$350.00	\$0.00	\$0.00	\$32.00	\$1,929.00
58	Wayne W.	102665	22020	Eviction	\$697.00	\$121.00	\$332.00	\$0.00	\$0.00	\$26.00	\$1,176.00
59	Horace C.	23215	22027	Eviction	\$1,499.64	\$281.00	\$109.75	\$0.00	\$0.00	\$61.00	\$1,951.39
<b>Total for Coronado:</b>					<b>\$3,743.64</b>	<b>\$402.00</b>	<b>\$791.75</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$119.00</b>	<b>\$5,056.39</b>
<b>59 Total for all PBRA-RAD:</b>					<b><u>\$29,148.77</u></b>	<b><u>\$13,998.73</u></b>	<b><u>\$22,365.02</u></b>	<b><u>\$870.07</u></b>	<b><u>\$379.26</u></b>	<b><u>\$988.00</u></b>	<b><u>\$67,749.85</u></b>
					<b>43%</b>	<b>21%</b>	<b>33%</b>	<b>1%</b>	<b>1%</b>	<b>1%</b>	<b>100%</b>

**Total RAD Write-Offs, Inception to Date (including above) Number of Months Shown Below:**

27 Period Shown: December 2016 - February 2019

1 Meadowbrook	\$ 15,564.29
2 BTW	\$ 16,353.21
3 Gaston	\$ 3,159.18
4 Bouldin	\$ 53,869.67
5 Georgian	\$ 6,677.97
6 Northloop	\$ 18,894.47
7 Northgate	\$ 15,593.58
8 Shadowbend	\$ 7,657.77
9 Manchaca II	\$ 2,876.54
10 Manchaca Village	\$ 5,179.17
11 Coronado	<u>\$ 6,774.39</u>
	\$ 150,882.24

Average Total RAD Write-Offs per Month:	\$ 5,588.23
Average Total RAD Write-Off per Month excluding largest single write-off:	\$ 4,289.11
Average Total RAD Write-Offs per Property per Month	\$ 508.02

**HOUSING AUTHORITY OF THE CITY OF AUSTIN**  
**REPORT**  
**RENTAL ASSISTANCE DEMONSTRATION**  
**ITEM NO. 4.**

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**MEETING DATE:** April 18, 2019

**STAFF CONTACT:** Ann Gass, Director of RAD

**ITEM TITLE:** Update on HACA's Rental Assistance Demonstration Program

**BUDGETED ITEM:** N/A

**TOTAL COST:** N/A

**ACTION**

No action is being requested. Staff will provide an update to the Board regarding progress with HACA's Rental Assistance Demonstration Program, ongoing construction and rehabilitation of units in HACA's public housing portfolio, and implications for residents and the broader community.

# HOUSING AUTHORITY OF THE CITY OF AUSTIN

## BOARD ACTION REQUEST

### RESOLUTION NO. 02595

#### AUSTIN AFFORDABLE HOUSING CORPORATION

#### ITEM NO. 5.

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**MEETING DATE:** April 18, 2019

**STAFF CONTACT:** Ron Kowal, Vice President of Housing Development/Asset Mgmt

**ITEM TITLE:** Presentation, Discussion, and Possible Action on Resolution No. 02595: Resolution authorizing the Housing Authority of the City of Austin to take the following actions with regard to the Asher Apartments (the “Development”) in Austin, Texas: (A) acquire the site of the Development; (B) lease the Development site to the owner of the Development; and (C) such other actions necessary or convenient to carry out this Resolution

**BUDGETED ITEM:** N/A

**TOTAL COST:** N/A

#### ACTION

The Board is being asked to Approve Resolution No. 02595 authorizing AAHC to: (A) acquire the site of the Development; (B) lease the Development site to the owner of the Development; and (C) such other actions necessary or convenient to carry out this Resolution.

#### SUMMARY

##### ***Background:***

Austin Affordable Housing Corporation (AAHC), has been presented an opportunity to partner with Community Development Trust (CDT), to purchase a 452-unit apartment complex called the Asher Apartments. The complex is located at 10505 South IH 35, Austin, Texas 78747. Located in southeast Austin, The Asher is just south of our new construction development, Commons at Goodnight located on East Slaughter Lane. AAHC and CDT have also successfully been awarded the opportunity to partner on this transaction with the National Housing Trust (NHT), a national non-profit engaged in housing preservation, revitalization and expansion of affordable housing communities across the United States.

NHT had an idea to create a fund based on the premise of studies which demonstrated that children who grow up in high opportunity neighborhoods have a number of improved life experiences. They have better college attendance, higher earnings, improved health and are less likely to become single parents.

NHT’s idea was to help acquire market rate housing in high opportunity areas and introduce Housing Choice Vouchers to the site as a way of bringing very low income households into areas of high opportunity.

NHT approached a number of foundations with this concept, and Kresge Foundation expressed a desire to join the effort. Through this collaboration, NHT will invest low cost equity into a purchase and introduce Housing Choice Vouchers to 20% of the units over a 2-year period. NHT and Kresge were excited about the opportunity the Asher Apartments could bring and committed \$4 million to help purchase the complex.

***Process:***

The Asher Apartments has a purchase price of \$70 million dollars and will be a mix of equity and Freddie Mac long term debt of \$56 million dollars. NHT will contribute \$4 million and CDT and AAHC will make up the balance of the equity needed, with AAHC's contribution not to exceed \$2 million dollars.

Unit breakdown:

294 1-bedroom/1-bath units	556-992 square feet
120 2-bedroom/2-bath units	1,000-1278 square feet
48 3-bedroom/2-bath units	1,307-1434 square feet

***Staff Recommendation:***

Board approval will allow AAHC to acquire The Asher Apartments with an equity amount not to exceed \$2 million dollars in partnership with CDT and enter into a ground lease between HACA and the property.

**ATTACHMENTS:**

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**RESOLUTION NO. 02595**

**Resolution Authorizing The Housing Authority Of The City Of Austin To Take The Following Actions With Regard To The Asher Apartments (The “Development”) In Austin, Texas: (A) Acquire The Site Of The Development; (B) Lease The Development Site To The Owner Of The Development; And (C) Such Other Actions Necessary Or Convenient To Carry Out This Resolution.**

**WHEREAS**, Austin Affordable Housing Corporation (“AAHC”) has entered into a certain purchase contract for the acquisition of the Development;

**WHEREAS**, in connection therewith, the Housing Authority of the City of Austin (“HACA”) has agreed to acquire certain real property in Austin, Texas (the “Land”), which constitutes the site for the Development, and to simultaneously lease the Land to AAHC-CDT Bridge at Asher, LLC, a Texas limited liability company the managing member of which is an affiliate of AAHC (the “Owner”), under a long-term ground lease (the “Ground Lease”);

**NOW, THEREFORE, IT IS HEREBY RESOLVED**, the Board of Commissioners of HACA hereby approves and adopts the following resolutions, and hereby authorizes its Chief Executive Officer (or the Chief Executive Officer’s designee) to do the following:

1. Acquire the Land and enter into the Ground Lease with the Owner.
2. Review, execute and approve the Ground Lease and all such other documents necessary to effectuate the acquisition of the Land, execution of the Ground Lease and AAHC’s acquisition of the Development, including but not limited to such security instruments and estoppel certificates as any lender involved with the Development may require, all on such terms and containing such provisions as the Chief Executive Officer (or his designee) shall deem appropriate, and the approval of the terms of each such instrument shall be conclusively evidenced by his execution and delivery thereof.

This resolution shall be in full force and effect from and upon its adoption.

*[End of Resolution]*

**PASSED, APPROVED AND ADOPTED** this 18th day of April, 2019.

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**Michael G. Gerber, Secretary**

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**Carl S. Richie, Jr., Chairperson**