

SECTION 504 FAIR HOUSING (CONTINUED)

REQUESTS FOR REASONABLE ACCOMMODATION OR MODIFICATION

Eldorado is required by law to take reasonable steps to make the site as accessible for tenants with disabilities (applicants or residents) unless these modifications would change the fundamental nature of the housing program or result in undue financial and administrative burden. If any member of your household is disabled or becomes disabled and needs some reasonable accommodation or modification of the site or its policies, please bring it to management's attention. Tenants should also inform management if their household may have difficulty or at any time is having difficulty meeting its obligations under the lease or house rules because of a member's disability. We would like to make sure that disabled tenants are treated fairly and have the same positive experience at the site as non-disabled tenants, and we need your help in meeting this goal. Please see Appendix A for additional information.

SECTION 504 OF THE REHABILITATION ACT OF 1973

The owner/agent complies with Section 504 of the Rehabilitation Act of 1973 which prohibits discrimination, based on the presence of a disability in all programs or activities operated by recipients of federal financial assistance. Although Section 504 often overlaps with the disability discrimination prohibitions included in the Fair Housing Act, it differs in that it also imposes broader affirmative obligations on the owner/agent to make their programs, as a whole, accessible to persons with disabilities.

The Eldorado building is totally accessible for the mobility handicapped. We will also provide auxiliary aids and services necessary for effective communication with persons with disabilities.

Our rules for qualifying applicants apply equally with respect to income, family size, credit history, and landlord references.

We do not discriminate against applicants who are not members of our organization.

COMPLIANCE WITH REQUIREMENTS OUTLINED IN THE VIOLENCE AGAINST WOMEN ACT HUD NOTICE 08-07

In accordance with the Violence Against Women Act (VAWA), the owner/agent will not penalize victims of domestic violence, stalking, or dating violence if the incident under review is a direct result of such abuse.

These protections prohibit owner/agents from denying assistance and from evicting or terminating assistance from individuals being assisted under a project-based Section 8 program if the asserted grounds for such action are an instance of domestic violence, dating violence or stalking.

Victims must certify their status as victims and that the incident in question was a bona fide incident of domestic violence, stalking or dating violence by presenting appropriate documentation to the owner/agent.

Nothing prevents a victim who has committed a crime or violated a lease from being denied, evicted or terminated. Please contact the property management staff if you would like more information about protections provided through the Violence Against Women Act.

VAWA FINAL RULE PUBLISHED 11/16/16

10)a Domestic violence, dating violence, stalking are all protected class

10)b There is a certification of domestic violence, dating violence, stalking and alternative HUD form 5382

10)c The notice of occupancy rights under VAWA provides notice to the applicant of the confidentiality of the information about a person seeking to exercise VAWA protections. The identity of the victim and all information provided to the owner/agent relating to the incident (s) of abuse covered under VAWA will be retained in confidence.

10)d Any information that the victim submits in requesting VAWA protection will remain confidential and will be maintained in a file separate from applicant/tenant file

10)e All family members, 10 and over, must sign the VAWA lease addendum



AVAILABILITY OF ASSISTANCE FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)" requires the owner/agent to develop and implement a system to provide housing assistance so persons of LEP can have meaningful access. The owner/agent will work to ensure that people who apply for and/or qualify for housing assistance are provided meaningful access to HUD's housing assistance program without unduly burdening the fundamental mission of the property.

PROTECTIONS PROVIDED BASED ON SEXUAL ORIENTATION, GENDER IDENTITY OR MARITAL STATUS

The Final Rule - *Equal Access to Housing in HUD Programs – Regardless of Sexual Orientation or Gender Identity* was published in 2012. The owner/agent will comply with the requirements established in the Final Rule which ensures that HUD's core housing programs are open to all eligible persons regardless of sexual orientation, gender identity or marital status.



GATED COMMUNITY

Privacy Policy

It is the policy of the owner/agent to guard the privacy of individuals conferred by the Federal Privacy Act of 1974 and to ensure the protection of such individuals' records maintained by the owner/agent.

Neither the property owner nor its agents shall disclose any personal information contained in its records to any person or agency, other than HUD, its Contract Administrators or other federal/state entity or investor auditing entities, unless the individual about whom information is requested gives written consent to such disclosure.

This Privacy Policy in no way limits the owner/agent's ability to collect such information to determine eligibility, compute rent, or determine an applicant's suitability for tenancy.

RECERTIFICATION

ANNUAL RECERTIFICATION

In compliance with the HUD lease, management will conduct annual recertification for all tenants effective on their anniversary date. Tenants will be given an initial recertification notice at lease signing and 120 days prior to their anniversary date. Tenants will also receive written notification with their annual recertification appointment date and time.

Annual recertification will be conducted to determine if a tenant's family size, income, assets or expenses have changed. New 50059's will be issued,

INTERIM RECERTIFICATION

which will reflect the Tenants new rent. Management will conduct an interim recertification should a tenant's circumstances change prior to their anniversary date.

In compliance with the HUD Lease, changes in income of more than \$200 per month, employment and an increase or decrease in family size is cause for a tenant to request an interim recertification.

RENT COLLECTION

Eldorado is committed to collecting rent in a timely manner

- a. Rent is due by the first of each month. There is a five-day grace period before the rent is considered late.
- b. Rent must be paid by check or money order. We do not accept cash.
- c. Rent must be paid in person or by mail to the following address:

Eldorado Church of God Home Inc.
115 S. Clementine Street
Oceanside, CA 92054

- d. Failure to pay rent on time may result in eviction
- e. As required by law you are hereby notified that a negative credit report may be submitted to a credit-reporting agency if you fail to fulfill the terms of your credit obligation
- f. There will be a charge for a check returned the second time and each additional time thereafter for Non-Sufficient Funds. (NSF) will be assessed the amount the bank charges for processing the returned check. A money order or certified check must be provided to replace the NSF check

MEGAN'S LAW

Eldorado adheres to the following law:

The California Department of Justice, Sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and a source of infor-

mation about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

SECURITY DEPOSIT

The owner/agent must collect a security deposit at the time of the initial lease execution. The owner/agent will comply with any HUD rules and applicable state and local laws governing the security deposit. All tenant's security deposits are put into an interest bearing savings account and are to be refunded back to the tenant upon move out. Security deposits will be refunded to tenants within 21 days after the move-out date. Deductions from security deposits can only be made for HUD approved items and are listed out in the procedures. The following procedures are implemented.

1. Refund the full security deposit plus accrued interest to a tenant that does not owe any amounts under the lease; or
2. Provide the tenant with an itemized list of any unpaid rent, damages to the unit, and an estimated cost for repair, along with a statement of the tenant's rights under state and local laws.
 - a. If the amount the owner claims is less than the security

deposit plus accrued interest, the owner must refund the unused balance to the tenant.

- b. If the owner fails to provide the list to the tenant, the tenant is entitled to a full refund of the tenant's security deposit plus accrued interest.
- c. Records must be kept for three years if there are any disagreements regarding security deposits.
- d. If the security deposit is insufficient to reimburse the owner for any unpaid rent or other amounts that the tenant owes under the lease, the owner may be able to claim reimbursement from the HUD Field Office or Contract Administrator through processing special claims.
- e. Any reimbursement from HUD received by the owner must be applied first toward any unpaid rent due under the lease. Also, no reimbursement may be claimed for unpaid rent for the period after termination of the tenancy.

UNIT INSPECTIONS

All apartments must undergo periodic inspection conducted by the on-site management team, HUD or HUD's representatives/agents. These inspections include not only interior but also exterior inspections. Residents have the right to be present, and are, in fact encouraged, to be present during unit inspection.

The move-in inspection is an opportunity to familiarize the new resident with the property and the unit, as well as to document its current condition. By performing move-in inspections, the owner/agent and residents are assured that the unit is in livable condition and is free of damages. This also gives the owner/agent an opportunity to familiarize residents with the operation of appliances and equipment in the unit.

The move-out inspection is conducted when a household vacates a unit. The owner/agent will list the damages on the Unit Inspection Form and compare it with the Unit In-

spection Form completed at move-in to determine if there is any damage or excessive wear-and-tear.

In addition, the owner/agent will perform **unit inspections on at least an annual basis** to determine whether the appliances and equipment in the unit are functioning properly, to assess whether a component needs to be repaired or replaced and to determine any damage to the unit and make the necessary repairs. Damages that are not the result of normal wear-and-tear may be charged to the tenant.

HUD, or its authorized contractor(s), has the right to inspect the units and the entire property to ensure that the property is being well maintained. These inspections assure HUD that owners and their agents are fulfilling their obligations under the regulatory agreements and/or subsidy contracts and that residents are provided with decent, safe, and sanitary housing.

UPDATING TENANT SELECTION PROCESS CH 4-4D2

It is expected that from time to time with changes in state and local laws and HUD guidelines, the Tenant Selection Process will have to be updated. All active applicants on the current waiting list will be notified in writing when the Tenant Selection Process undergoes significant changes. At that time, applicants will be:

- Given an opportunity to review the new plan
- Notified of changes to preferences
- Asked if they wish to remain on the waiting list
- The most current version of the plan will be given to prospective tenants in the application package.

This Tenant Selection Process has been developed to conform to the rules, requirements, and occupancy standards

of HUD and of the HUD Occupancy Handbook 4350.3. Rev 1. Besides this Tenant Selection Process, Eldorado has more detailed policies and procedures under which it manages and operates this federally subsidized housing community.

When requested, the office will make the Tenant Selection Process available to the public

The current Tenant Selection Process, in place at the time of final eligibility determination, will be used to make a final decision to approve or reject the application.



Pet Policy

A pet registration form and veterinarian's certificate must be completed at move-in and **before a pet is brought on the property**



Eldorado Pet Policy

Pet rules help maintain a decent, safe, and sanitary living environment for the tenants in a property through the development of guidelines on the registration and inoculation of pets, the sanitary disposal of waste, and the restraint of pets while in common areas. In addition, they help protect and preserve the physical condition of the property and the owner's financial interest in it.

MANAGEMENT AUTHORIZATION

Permission to have pets must be secured from Resident Manager **before** bringing a pet onto the premises. Any pets housed without management authorization will be considered a violation of house rules and could lead to serious consequences, including termination of the lease. Pet policy covers the housing of domestic pet in apartments.

Visiting pets are not allowed.



REGULATIONS

Tenants of Eldorado and Mar Vista Eldorado, Inc. may house not more than two small (less than 12 inches from head to tail) caged birds, turtles or hamsters. Small aquarium with fish (not more than five (5) gallon size) will be allowed. Management permission must be obtained in all cases.

1. The following rules and regulations cover the housing of dogs and cats in the complex:

- a. Dogs and cats will be allowed only if weight of the full-grown animal is fifteen (15) pounds or less.
- b. Tenant may have only one pet per household.
- c. Animals must be house trained, in good health with proof of all required immunizations, including rabies and distemper, via a veterinarian's certificate, and be neutered/spayed and licensed. Pet owners must provide a yearly veterinarian's certificate. Dogs and cats must be properly licensed and display a proper tag. This shall be provided to management prior to approval.
- d. All household pets must be under the control of a responsible individual while in the common areas of the property.
- e. All animals must be on a leash when they are outside of the apartment.
- f. A pet deposit (for dogs and cats only) will be required in the amount of \$300.00 above and beyond the security deposit. This deposit can be paid in a lump sum or a \$50.00 initial payment and \$10.00 per month until the \$300.00 has been

paid.

Once the tenant has moved or the pet is removed while the resident still occupies an apartment, a refund will be treated in the same manner as a security deposit. The special pet deposit will be applied to any costs for fumigation, cleaning/deodorizing, removal of fleas, emergency boarding, staff costs, etc.

- g. No animals shall be tied up on the outside or left unattended. No doghouses, animals running free, etc. will be permitted.

1. Pets will not cause danger, damage, nuisance, noise, health hazard, or soil the unit, premises, grounds, common areas, walks, parking areas, landscaping or gardens. Tenant agrees to clean up after the pet and dispose of waste in a proper manner.
2. Service animals are exempt from collection of the pet deposit. The owner should obtain a statement from his/her doctor stating that in his/her professional opinion a service animal is necessary.

2. General Regulations

- a. Pet owners are required to remove and properly dispose of all removable pet waste.
- b. The inside of the units must be kept free of animal odors, and maintained in a clean and sanitary manner.
- c. Pet owners using litter boxes are to change the litter and prescribe methods for disposal of pet waste and used litter, but not more frequently than twice each week.
- d. The management will permit no excessive noise or whining of pets inside units.
- e. If the pet causes a nuisance, owner will remove the pet from premises, if management so requests.
- f. A current picture of the pet must be supplied with the pet application.

3. When Pet Rules Are Violated

- a. When the owner determines, that on the basis of clear evidence, and supported by written statements, that a pet owner has violated a pet rule, the property owner may serve a written notice of a pet rule violation to the pet owner.
- b. The notice will contain:
 1. The pet rules alleged to be violated;
 2. A brief factual statement of how the pet violation was determined
 3. A statement that the pet owner has 10 days from the effective date of service of the notice

Pet Policy

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- to correct the alleged violation, or to make a written request for a meeting to discuss it;
 - 4. A statement that the pet owner is entitled to be accompanied by another person of his/her choice at the meeting; and
 - 5. A statement that the pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.
- c. Meeting with the tenant
- 1. If the pet owner makes a timely request for a meeting to discuss an alleged pet rule violation, a property owner must establish a mutually agreeable time and place for the meeting.
 - 2. The meeting must take place no later than 15 days from the effective date of the notice, unless the property owner agrees to a later date. As a result of the meeting, the property owner may give the pet owner additional time to correct the violation.
- d. Notice of pet removal. The owner may issue a notice for the removal of the pet if:

- 1. The pet owner and property owner are unable to resolve the pet rule violation at the meeting, or
 - 2. It is determined that the pet owner has failed to correct the pet rule violation.
- e. Initiation of procedures to terminate a pet owner's tenancy.
- 1. The owner must not initiate procedures to terminate a pet owner's tenancy based on a pet rule violation, unless:
 - a. Pet owner has failed to remove the pet or correct a pet rule violation within the applicable time period; and
 - b. The pet rule violation is sufficient to begin procedures to terminate the pet owner's tenancy under the terms of the lease and applicable regulations.
 - 2. The property owner may initiate procedures at any time in accordance with the provision of applicable state or local laws. If the state or local provisions conflict with the 10 days that the pet owner is given to correct the violation (see subparagraph 3.C.2), then the timeframe that is most beneficial to the pet owner must be followed.

FOR COMPLETE DETAILS—SEE PET POLICY



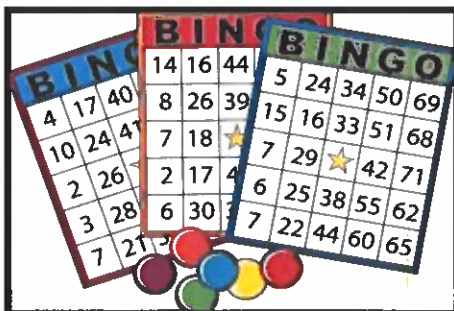
Gated Parking Lot



Laundry facilities



You can see City Hall in downtown Oceanside



BINGO ON THE 7TH FLOOR

**ELDORADO IS A
SMOKE_FREE PROPERTY**