

ENFORCEMENT ACTION AGAINST	§	BEFORE THE
WPA INVESTMENT GROUP, LTD	§	TEXAS DEPARTMENT OF
WITH RESPECT TO WILLOW POND	§	HOUSING AND
APARTMENTS (LIHTC FILE # 94039)	§	COMMUNITY AFFAIRS

**AGREED FINAL ORDER**

**General Remarks and official action taken:**

On this 12<sup>th</sup> day of December, 2013, the Governing Board (“Board”) of the Texas Department of Housing and Community Affairs (“Department”) considered the matter of whether enforcement action should be taken against **WPA INVESTMENT GROUP, LTD**, a Texas limited partnership (“Respondent”).

This Agreed Final Order is executed pursuant to the authority of the Administrative Procedure Act (“APA”), TEX. GOV’T CODE §2001.056, which authorizes the informal disposition of contested cases. In a desire to conclude this matter without further delay and expense, the Board and Respondent agree to resolve this matter by this Agreed Final Order. The Respondent agrees to this Order for the purpose of resolving this proceeding only and without admitting or denying the findings of fact and conclusions of law set out in this Order.

Upon recommendation of the Administrative Penalties Committee, the Board makes the following findings of fact and conclusions of law and enters this Order:

**FINDINGS OF FACT**

Jurisdiction:

1. On October 1, 1996, Dallas/Glen Hills, L.P., a Texas limited partnership (“Prior Owner”) was awarded an allocation of Low Income Housing Tax Credits by the Board, in an annual amount of \$350,260 to rehabilitate Glen Hills Apartments, which are now known as Willow Pond Apartments (“Property”) (HTC file No. 94039 / CMTS No. 1229 / LDLD No. 100).
2. Prior Owner signed a land use restriction agreement (“LURA”) regarding the Property. The LURA was effective October 1, 1996, and filed of record on December 30, 1996 at Document Number 2521702 of the Official Public Records of Real Property of Dallas County, Texas (“Records”.) In accordance with Section 2 of the LURA, the LURA is a restrictive covenant/deed restriction encumbering the property and binding on all successors and assigns for the full term of the LURA.
3. Respondent purchased the Property on April 3, 2009 and the property continues to be subject to the LURA.

4. Respondent is a Texas limited partnership that is approved by the Department as qualified to own, construct, acquire, rehabilitate, operate, manage, or maintain a housing development that is subject to the regulatory authority of the Department. Respondent's mailing address is: WPA Investment Group, Ltd., 6003 Abrams Road, Attn: Office, Dallas, Texas 75231. Respondent can also be contacted by telephone at (214) 758-0808 and by electronic mail at [tim@willowpondapts.com](mailto:tim@willowpondapts.com) and/or RickMabus@sbcglobal.net.

Compliance Violations<sup>1</sup>:

5. The following violations existed at the time that Respondent purchased the Property and remain unresolved:
  - a. **A violation of 10 TEX. ADMIN. CODE § 60.13 (Inspection Standard), as amended.**

A Uniform Physical Condition Standards ("UPCS") inspection was conducted on December 27, 2006, and inspection reports showed numerous serious property condition violations. Respondent was notified of the violations on August 3, 2009 and a corrective action deadline of November 3, 2009 was set to provide Respondent a reasonable opportunity to respond to the report and bring the Property into compliance. The violations indicated at Attachment 2 remain unresolved.
  - b. **A violation of 10 TEX. ADMIN. CODE § 60.116 (Property Condition Standards), as amended.**

A UPCS inspection was conducted on July 23, 2008, and inspection reports showed numerous serious property condition violations. Respondent was notified of the violations on August 3, 2009 and a corrective action deadline of November 3, 2009 was set to provide Respondent a reasonable opportunity to respond to the report and bring the property into compliance. The violations indicated at Attachment 3 remain unresolved.
6. An on-site monitoring review was conducted on May 13, 2009, to determine whether Respondent was in compliance with LURA requirements to lease units to low income households, maintain records demonstrating eligibility and comply with additional LURA requirements. The monitoring review found violations of the LURA and Department rules. Reports were mailed to Respondent and, in conformance with 10 TEX. ADMIN. CODE § 60.117 (Notice to Owners), as amended, a 90-day corrective action deadline of November 3, 2009 was set to provide Respondent a reasonable opportunity to respond to the report and bring the property into compliance. Partial corrective documentation was submitted and additional deadlines were set, however, the following violations remain unresolved:

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<sup>1</sup> *Within this Agreed Final Order, all references to violations of TDHCA Compliance Monitoring rules at 10 TEX. ADMIN. CODE, CHAPTERS 10 AND 60 refer to the versions of the code in effect at the time of the compliance monitoring reviews and/or inspections that resulted in recording each violation. All past violations remain violations under the current code and all interim amendments.*

- a. **A violation of the representations made at page 1 of the LURA, Section 4 of the LURA, and 10 TEX. ADMIN. CODE §60.108 (Determination, Documentation and Certification of Annual Income), as amended.**  
Respondent failed to provide documentation that household incomes were within prescribed limits upon initial occupancy for units 1056 and 2045.
  - b. **A violation of Appendix A of the LURA and 10 TEX. ADMIN. CODE §60.114 (Monitoring for Social Services), as amended.**  
Respondent failed to submit evidence that health education programs had been provided. Although Respondent provided evidence that multiple other social services not required by the LURA were being provided to tenants, and submitted a copy of a contract for providing the required health education programs, no evidence was submitted to prove that the required social services had actually been performed. The supportive service violation remains outstanding and cannot be corrected because the Compliance Period ended December 31, 2011.
7. **A violation of 10 TEX. ADMIN. CODE §60.116 (Property Condition Standards), as amended.**  
A UPCS inspection was conducted on October 15, 2009, and inspection reports showed numerous serious property condition violations. Reports were mailed to Respondent and, in conformance with 10 TEX. ADMIN. CODE § 60.117 (Notice to Owners), as amended, a 90-day corrective action deadline of February 14, 2010 was set to provide Respondent a reasonable opportunity to respond to the report and bring the property into compliance. The violations indicated at Attachment 3 remain unresolved.
8. **A violation of Section 7 of the LURA.**  
On December 1, 2010, the Department sent an invoice for Annual Compliance Fees in the amount of \$5,790. Payment is due upon receipt and Respondent failed to submit payment. The invoice remains unpaid.
9. **A violation of 10 TEX. ADMIN. CODE §60.118 (Property Condition Standards), as amended.**  
A special UPCS inspection was conducted on October 26, 2011 to verify correction of violations previously found during 2008 and 2009 UPCS inspections indicated at FOF #5b. and 7. Although a large portion of the violations had been corrected, the violations indicated at Attachment 3 remained unresolved. Reports were mailed to Respondent but no subsequent corrective documentation was submitted and the violations indicated at Attachment 2 remain unresolved.
10. **A violation of Section 7 of the LURA.**  
On December 1, 2011, the Department sent an invoice for Annual Compliance Fees in the amount of \$5,790. Payment is due upon receipt and Respondent failed to submit payment. The invoice remains unpaid.

11. An on-site monitoring review was conducted on May 8, 2012, to determine whether Respondent was in compliance with LURA requirements to lease units to low income households, maintain records demonstrating eligibility, and comply with additional LURA requirements. The monitoring review found violations of the LURA and Department rules. Notifications of noncompliance were sent, however, the following violations were not corrected before the September 11, 2012 corrective action deadline:
  - a. **A violation of representations at page 1 of the LURA and Appendix A of the LURA.**

Respondent failed to make all units at the property available for rent by using units 1111 and 1117 for maintenance storage. The Property is required to lease 100% of the units in all 40 buildings to individuals or families whose income is 60% or less of the area median gross income;
  - b. **A violation of 10 TEX. ADMIN. CODE §60.114 (Requirements Pertaining to Households with Rental Assistance), as amended.**

Respondent failed to provide an affirmative marketing plan;
  - c. **A violation of 10 TEX. ADMIN. CODE §60.110 (Lease Requirements), as amended.**

Respondent failed to execute required lease provisions or exclude prohibited lease language. Housing Tax Credit Properties are required to state in the lease, or in an addendum attached to the lease, that evictions or terminations of tenancy for other than good cause are prohibited and that lockouts are not permissible; and
  - d. **A violation of 10 TEX. ADMIN. CODE §60.115 (Onsite Monitoring), as amended.**

Respondent failed to submit pre-onsite documentation. Respondent is required to make available any additional file monitoring information that the Department deems necessary. Specifically, the following documentation was not provided:
    - i. Respondent failed to complete a unit status report, which must be submitted prior to an onsite monitoring visit in accordance with 10 TEX. ADMIN. CODE §60.105(h) (Reporting Requirements);
    - ii. Respondent failed to submit its utility allowance. Per 10 TEX. ADMIN. CODE §60.109 (Utility Allowances), all Housing Tax Credit Properties are required to comply with published rent limits which include a utility allowance;
    - iii. Respondent failed to submit written wait list policy
    - iv. Respondent failed to provide documentation supporting any application fees charged to tenants. Per 10 TEX. ADMIN. CODE §60.120(c) (Special Rules Regarding Rents and Rent Limit Violations), owners may only charge the actual costs incurred for processing an application and the Department will review fee documentation during onsite monitoring visits in order to ensure that tenants are not over-charged.

12. **A violation of 10 TEX. ADMIN. CODE § 60.118 (Property Condition Standards), as amended.**

A UPCS inspection was conducted on June 29, 2012, and inspection reports showed numerous serious property condition violations. Reports were mailed to Respondent and, in conformance with 10 TEX. ADMIN. CODE § 60.119 (Notice to Owners), as amended, a 90-day corrective action deadline of January 14, 2013 was set to provide Respondent a reasonable opportunity to respond to the report and bring the property into compliance. The violations indicated at Attachment 4 remain unresolved.

13. **A violation of 10 TEX. ADMIN. CODE §60.105 (Reporting Requirements), as amended.**

On July 11, 2012, the Department sent notice that Respondent had failed to timely submit their 2011 Annual Owner's Compliance Report. Each development must submit an Annual Owner's Compliance Report on or before March 1 of each year. Parts A, C, and D were submitted, but Part B remains outstanding.

14. **A violation of Section 7 of the LURA.**

On December 1, 2012, the Department sent an invoice for Annual Compliance Fees in the amount of \$5,790. Payment is due upon receipt and Respondent failed to submit payment. The invoice remains unpaid.

15. The following violations remain outstanding at the time of this order:

- a. 2006 UPCS violations described in Findings of Fact(" FOF") #5a;
- b. 2008 UPCS violations described in FOF #5b;
- c. Household income violations described in FOF #6a;
- d. Social services violation described in FOF #6b;
- e. 2009 UPCS violations described in FOF #7;
- f. 2010 annual compliance fee violation described in FOF #8;
- g. 2011 UPCS violations described in FOF #9;
- h. 2011 annual compliance fee violation described in FOF #10;
- i. Unit availability violation described in FOF #11a;
- j. Affirmative marketing plan violation described in FOF #11b;
- k. Lease language violation described in FOF #11c;
- l. Pre-onsite documentation violations described in FOF #11d;
- m. 2012 UPCS violations described in FOF #12;

- n. Reporting violation described in FOF #13; and
- o. 2012 annual compliance fee violation described in FOF #14.

### CONCLUSIONS OF LAW

1. Because the Respondent owns the Property and has violated Department rules and agreements, the Department has personal and subject matter jurisdiction over this matter pursuant to Tex. Gov't Code §§2306.041 (Imposition of a Penalty), 2306.185 (Long Term Affordability and Safety of Multifamily Housing Developments), 2306.261-.275 (Regulating Housing Sponsors) and 2306.176 (Fees).
2. Respondent is a "housing sponsor" as that term is defined in Tex. Gov't Code §2306.004(14).
3. Respondent violated 10 TEX. ADMIN. CODE § 60.13 in 2006, 10 TEX. ADMIN. CODE § 60.116 in 2008 and 2009, 10 TEX. ADMIN. CODE § 60.118 in 2011 and 2012, by failing to comply with the U.S. Department of Housing and Urban Development ("HUD") Uniform Physical Condition Standards when major violations were discovered and not timely corrected.<sup>2</sup>
4. Respondent violated representations made on page 1 of the LURA, Section 4 of the LURA, and 10 TEX. ADMIN. CODE §60.108 by failing to provide documentation that household incomes were within prescribed limits upon initial occupancy for units 1056 and 2045.
5. Respondent violated 10 TEX. ADMIN. CODE §60.114 and Appendix A of the LURA during 2009 by failing to provide evidence that all required social services were being provided;
6. Respondent violated Section 7 of the LURA by failing to pay required annual compliance fees for the years 2010 through 2012;
7. Respondent violated the representations at page 1 of the LURA and Appendix A of the LURA during 2012 by using Units 1111 and 1117 for non-residential use as maintenance storage;
8. Respondent violated 10 TEX. ADMIN. CODE § 60.114 during 2012 by failing to provide an affirmative marketing plan;
9. Respondent violated 10 TEX. ADMIN. CODE § 60.110 during 2012 by failing to execute required lease provisions or exclude prohibited lease language;

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<sup>2</sup> HUD's Uniform Physical Condition Standards are the standards adopted by TDHCA pursuant to 10 TEX. ADMIN. CODE §10.616(a)

10. Respondent violated 10 TEX. ADMIN. CODE § 60.105(h), 10 TEX. ADMIN. CODE § 60.109, 10 TEX. ADMIN. CODE § 60.115, and 10 TEX. ADMIN. CODE § 60.120(c), during 2012 by failing to submit all required pre-onsite documentation;
11. Respondent violated 10 TEX. ADMIN. CODE § 60.105 by failing to submit all parts of the 2011 Annual Owner's Compliance Report that came due on March 1, 2012;
12. Because Respondent is a housing sponsor, the Department may order Respondent to perform or refrain from performing certain acts in order to comply with the law, Department rules, or the terms of a contract or agreement to which Respondent and the Department are parties, pursuant to Tex. Gov't Code §2306.267.
13. Because Respondent has violated rules promulgated pursuant to Tex. Gov't Code Chapter 2306 and has violated agreements with the Agency to which Respondent is a party, the Agency may impose an administrative penalty pursuant to TEX. GOV'T CODE §2306.041.
14. An administrative penalty of \$5,000 is an appropriate penalty in accordance with 10 TAC §§60.307 and 60.308.

Based upon the foregoing findings of fact and conclusions of law, and an assessment of the factors set forth in TEX. GOV'T CODE §2306.042 to be considered in assessing such penalties as applied specifically to the facts and circumstances present in this case, the Board of the Texas Department of Housing and Community Affairs orders the following:

**IT IS HEREBY ORDERED** that Respondent is assessed an administrative penalty in the amount of \$5,000, subject to deferral as further ordered below.

**IT IS FURTHER ORDERED** that Respondent shall maintain existing contact information as set forth in finding of fact #4, above, until April 30, 2014. Respondent shall notify the Department of any changes in contact information thereafter pursuant to 10 TEX. ADMIN. CODE 1.22 (Providing Contact Information to the Department).

**IT IS FURTHER ORDERED** that Respondent shall pay and is hereby directed to pay a \$500 portion of the assessed administrative penalty by check payable to the "Texas Department of Housing and Community Affairs" within thirty days of the date this Agreed Final Order is approved by the Board.

**IT IS FURTHER ORDERED** that Respondent shall pay and is hereby directed to pay \$5790 for annual compliance fees that came due on 12/1/2013. Payment must be made on or before January 1, 2014 by check payable to the "Texas Department of Housing and Community Affairs."

**IT IS FURTHER ORDERED** that Respondent shall pay and is hereby directed to pay \$17,370 for delinquent annual compliance fees that came due during 2010, 2011, and 2012. Payment must be made on or before March 12, 2014 by cashier's check payable to the "Texas Department of Housing and Community Affairs."

**IT IS FURTHER ORDERED** that Respondent shall submit a complete and accurate Part B of the 2011 Annual Owner’s Compliance Report via the Compliance Monitoring and Tracking System (“CMTS”) at <https://pox.tdhca.state.tx.us/aims2/pox> on or before March 12, 2014.

**IT IS FURTHER ORDERED** that Respondent shall correct all file monitoring violations as indicated in Attachment 1 and submit fully acceptable documentation of the corrections to the Department on or before March 12, 2014.

**IT IS FURTHER ORDERED** that Respondent shall repair all UPCS violations listed in Attachments 2, 3 and 4 on or before March 12, 2014. An inspection will be performed by the Department on or after that date and all violations in the attachments will be reviewed to verify correction.

**IT IS FURTHER ORDERED** that if, in the determination of the Department, Respondent timely and fully complies with the terms and conditions of this Agreed Final Order, and the violations are corrected as required, the satisfactory performance under this order will be accepted in lieu of the remaining assessed administrative penalty in the amount of \$4,500, which will be deferred and forgiven.

**IT IS FURTHER ORDERED** that if Respondent fails to satisfy any conditions or otherwise violates any provision of this order, then the remaining administrative penalty in the amount of \$4,500 shall be immediately due and payable to the Department. Such payment shall be made by cashier’s check payable to the “Texas Department of Housing and Community Affairs” within thirty days of the date the Department sends written notice to Respondent that it has violated a provision of this order.

**IT IS FURTHER ORDERED** that corrective documentation must be uploaded to the Compliance Monitoring and Tracking System (“CMTS”) at <https://pox.tdhca.state.tx.us/aims2/pox> per the instructions that can be found online at <http://www.tdhca.state.tx.us/pmcdocs/CMTSUserGuide-AttachingDocs.pdf>. If it comes due and payable, the penalty payment must be submitted to the following address:

<b>If via overnight mail (FedEx, UPS):</b>	<b>If via USPS:</b>
TDHCA Attn: Ysella Kaseman 221 E 11 <sup>th</sup> St Austin, Texas 78701	TDHCA Attn: Ysella Kaseman P.O. Box 13941 Austin, Texas 78711

*(Remainder of page left intentionally blank)*



Approved by the Governing Board of the Department on 12/12, 2013.

By: /s/ J. Paul Oxer  
Name: J. Paul Oxer  
Title: Chair of the Board of TDHCA

By: /s/ Barbara B. Deane  
Name: Barbara B. Deane  
Title: Secretary of the Board of TDHCA

**THE STATE OF TEXAS** §  
§  
**COUNTY OF TRAVIS** §

Before me, the undersigned notary public, on this 12th day of December, 2013, personally appeared J. Paul Oxer, proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

(Seal)

/s/ Martha J Sudderth  
Notary Public, State of Texas

**THE STATE OF TEXAS** §  
§  
**COUNTY OF TRAVIS** §

Before me, the undersigned notary public, on this 12th day of December, 2013, personally appeared Barbara B. Deane, proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

(Seal)

/s/ Martha J Sudderth  
Notary Public, State of Texas

STATE OF TEXAS §  
 COUNTY OF DALLAS §

BEFORE ME, Linda F. Stoker, a notary public in and for the State of Texas, on this day personally appeared William R. Mabus, known to me or proven to me through documents to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (he/she) executed the same for the purposes and consideration therein expressed, who being by me duly sworn, deposed as follows:

1. “My name is William R. Mabus, I am of sound mind, capable of making this statement, and personally acquainted with the facts herein stated.
2. I hold the office of Vice President for Respondent. I am the authorized representative of Respondent, owner of Willow Pond Apartments, which is subject to a Land Use Restriction Agreement monitored by the Department in the State of Texas, and I am duly authorized by Respondent to execute this document.
3. Respondent knowingly and voluntarily enters into this Agreed Final Order, and agrees with and consents to the issuance and service of the foregoing Agreed Order by the Board of the Texas Department of Housing and Community Affairs.
4. Respondent hereby waives its right to any evidentiary hearing and any right to judicial review of this Agreed Final Order”

I, William R. Mabus, AN AUTHORIZED REPRESENTATIVE OF RESPONDENT, HAVE READ AND UNDERSTAND THE FOREGOING AGREED FINAL ORDER. I UNDERSTAND THAT BY SIGNING THIS AGREED FINAL ORDER, I WAIVE CERTAIN RIGHTS INCLUDING THE RIGHT TO AN EVIDENTIARY HEARING AND ANY RIGHT TO JUDICIAL REVIEW OF THIS ORDER. I SIGN IT VOLUNTARILY, WILLINGLY, AND KNOWINGLY. I UNDERSTAND THIS AGREED FINAL ORDER CONTAINS THE ENTIRE AGREEMENT AND THERE IS NO OTHER AGREEMENT OF ANY KIND, VERBAL WIRTTEN OR OTHERWISE.

**RESPONDENT:**

**WPA INVESTMENT GROUP, LTD**, a Texas limited partnership

**WILLOW POND PARTNERS, LLC**, a Texas limited liability company

By: /s/ William R. Mabus

Name: William R. Mabus

Title: Vice President

Given under my hand and seal of office this 13th day of January, 2013.

/s/ Linda F. Stoker  
Signature of Notary Public

Linda F. Stoker  
Printed Name of Notary Public

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS  
My Commission Expires: 3/20/2016

## Attachment 1

### File Monitoring Instructions

**1. Submit tenant files.** Follow the instructions below with respect to units 1056, 2045, 1111, and 1117, and submit fully acceptable documentation on or before March 12, 2014.

<b>Circumstance with respect to units listed above</b>	<b>Required Action</b>
If unit is occupied by a qualified household	Submit the full tenant file for the current household, including the tenant application, verifications of all sources of income and assets, tenant income certification, lease, lease addendum, and Fair Housing Choice Disclosure Notice <sup>3</sup> .
If unit is occupied by a nonqualified household on a month-to-month lease	<ol style="list-style-type: none"><li>1. Follow your normal procedures for terminating residency and provide a copy of documentation to TDHCA.</li><li>2. As soon as the unit is occupied by a qualified household, you must submit the full tenant file, including the tenant application, verifications of all sources of income and assets, tenant income certification, lease, lease addendum and Fair Housing Choice Disclosure Notice<sup>3</sup>.</li></ol>
If unit is occupied by a nonqualified household with a non-expired lease	<ol style="list-style-type: none"><li>1. Issue a nonrenewal notice to tenant and provide a copy to TDHCA.</li><li>2. As soon as the unit is occupied by a qualified household, you must to submit the full tenant file, including the tenant application, verifications of all sources of income and assets, tenant income certification, lease, lease addendum, and Fair Housing Choice Disclosure Notice<sup>3</sup>. Receipt after March 12, 2013 is acceptable for this circumstance provided that Requirement 1 is fulfilled.</li></ol>
If unit is vacant	<ol style="list-style-type: none"><li>1. Unit must be made ready for occupancy and a letter certifying to that effect must be submitted to TDHCA.</li><li>2. As soon as the unit is occupied by a qualified household, you must submit the full tenant file, including the tenant application, verifications of all sources of income and assets, tenant income certification, lease, lease addendum and Fair Housing Choice Disclosure Notice<sup>3</sup>. Receipt after March 12, 2013 is acceptable for this circumstance provided that Requirement 1 is fulfilled.</li></ol>

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<sup>3</sup> *The Fair Housing Choice Disclosure Notice is required for any households signing leases after 12/27/2012*  
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- 2. Submit Affirmative Marketing Plan and evidence of special outreach on or before 3/12/2013.** The property must maintain an Affirmative Marketing Plan designed to identify and target the segments of the eligible populations that are least likely to apply for housing without special outreach efforts. Among other things, the plan must specifically identify methods to market the property to (1) persons with disabilities and (2) other targeted groups, and the plan must be accompanied by evidence of special outreach efforts to both. Evidence of special outreach commonly includes letters and flyers to groups that specifically serve the targeted population segments.
- 3. Sign lease addenda with all households and submit owner's certification on or before 3/12/2013.** The property is required to state in its lease or in an addendum attached to the lease that evictions or terminations of tenancy for other than good cause are prohibited and that lockouts are not permissible. The current rule relating to this requirement is 10 Tex. Admin. Code §10.608. Respondent has indicated that it will use the TAA Lease Contract Addendum for Units Participating in Government Regulated Affordable Housing Programs. All households must sign that addendum, then Respondent must submit an owner certification indicating that the lease addenda have been signed.
- 4. Submit the following pre-onsite documentation on or before 3/12/2013:**
  - a. Submit via CMTS forms:
    - i. Entrance interview questionnaire;
    - ii. Unit Status Report;
  - b. Utility Allowance;
  - c. Written leasing criteria, including required deposits and refund policy;
  - d. Written wait list policy; and
  - e. Documentation supporting any application fees or other charges that are charged to tenants. If there are no fees, please indicate that in your response.

**Attachment 2:**

**2006 UPCS Violations**

[NOTE – THIS ATTACHMENT HAS BEEN OMITTED FROM THE VERSION OF THE AGREED FINAL ORDER TO BE UPLOADED TO THE WEB BECAUSE IT IS NOT AVAILABLE IN AN ACCESSIBLE FORMAT]

**Attachment 3:**

**2008 and 2009 UPCS Violations (as verified during a follow-up inspection conducted on 10/26/2011)**

[NOTE – THIS ATTACHMENT HAS BEEN OMITTED FROM THE VERSION OF THE AGREED FINAL ORDER TO BE UPLOADED TO THE WEB BECAUSE IT IS NOT AVAILABLE IN AN ACCESSIBLE FORMAT]

**Attachment 4:**

**2012 UPCS Violations**

[NOTE – THIS ATTACHMENT HAS BEEN OMITTED FROM THE VERSION OF THE AGREED FINAL ORDER TO BE UPLOADED TO THE WEB BECAUSE IT IS NOT AVAILABLE IN AN ACCESSIBLE FORMAT]