

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SAAHC RUNNYMEDE APARTMENTS, LP
AND NORTH AUSTIN CIVIC ASSOCIATION**

PURPOSE

The purpose of this Memorandum of Understanding, hereinafter known as the MOU, is to identify the duties and responsibilities of **SAAHC RUNNYMEDE APARTMENTS, LP**, a Texas Limited Partnership ("SAAHC RA") and **NORTH AUSTIN CIVIC ASSOCIATION**, a Texas neighborhood association ("NACA"), related to the operation and maintenance of The Runnymede Apartments located at 1101 Rutland Dr., Austin, Travis County, Texas (the "Project") owned by SAAHC RA and the surrounding neighborhood (the "Neighborhood"). The intent of this MOU is to ensure the Project is maintained in good order and condition and NACA and SAAHC RA establish realistic expectations concerning the operation and maintenance of the Project. Its purpose is to form a working partnership with between NACA and SAAHC RA in order to maintain the Project in a safe, secure and clean manner. This MOU clarifies the work to be done to the Project by SAAHC RA and the obligations of SAAHC RA and NACA with respect to the Project and the Neighborhood.

I. ROLES AND RESPONSIBILITIES

A list of general roles and responsibilities follows:

SAACH RA will strive to undertake and/or complete the following as soon as practicable or by the specific date set forth below:

A. Property Management, Communication and Social Services

1. A representative of SAAHC RA will visit the property monthly at a minimum during the rehabilitation of the development between October 2007 and October 2008, and quarterly following rehabilitation to assess the property, including the physical interior and exterior condition, trash collection, safety, level of crime activity and general overall condition of the property / *Starting October, 2007;*
2. Representatives of SAAHC RA, the City of Austin and the management company representative will attend the NACA meetings on a quarterly basis during 2007 and 2008, and periodically thereafter / *Starting October, 2007;*
3. Conduct resident interviews to determine the issues, needs and concerns of the current tenants of the Runnymede Apartments / *Complete June, 2008;*
4. Conduct a meeting with residents to discuss issues, needs and concerns identified during the resident interviews / *Complete by September, 2008;*
5. Assist property residents in the establishment of a Resident Advisory Council (RAC) to meet semi-annually beginning in October 2008. The general outline of the RAC meetings will be as follows: (1) operation of the Project, (2) special needs of residents, (3) suggestions for improving the living environment, (4) management of Project, (5) security and (6) other concerns of the residents. Representatives of SAAHC RA, NACA and the management company will be invited to attend and observe the RAC meetings. / *Starting October, 2008;*
6. Based on residents' input and requests for assistance, work with civic organizations to establish a social services program directory for Project residents (describing programs such as after school activities, adult education, financial literacy, savings accounts for home ownership, etc.) and to facilitate health fairs at the Project. A social service aide will be hired to conduct after school and education programs. / *Implement October, 2008;*

B. Health and Safety; Maintenance and Repairs

7. Conduct inspections of all units at the Project and make identified repairs so that all units substantially meet HUD Housing Quality Standards and City of Austin Building Standards applicable to apartment complexes of a similar age to the Project by the completion of renovation/ Start November, 2007 and estimated completion November, 2008;
8. Conduct quarterly inspections of all the Project to ensure the Project's compliance with all applicable health and safety laws / Starting, 2007;
9. Investigate, and to the extent reasonably feasible implement, a recycling program for the Project / Complete by December 31, 2008;
10. In order to ensure that bulky trash items do not accumulate on the grounds, will have the property management company schedule a dumpster for monthly bulk item pick ups, and notify residents of the procedure for disposal. Complete by December 31, 2008

C. Security

11. Monitor the management company's enforcement of tenants' responsibilities under applicable residential lease agreements / Ongoing.
12. Walk the property with the Austin Police Department (APD) safety officer to evaluate the exterior lighting for safety and to deter crime and to specify what areas need better lighting; install additional exterior lighting to the extent feasible / Complete by March 31, 2008; and
13. Meet with an APD safety officer, a NACA representative, a owner representative and a RAC member at a minimum on a semiannual basis following semiannual RAC meetings to get feedback on nuisance and criminal activities associated with the Project and the neighborhood. Additional meetings will be held should this group deem it necessary to address areas of concern. / Starting October, 2008.

NACA will strive to undertake and/or complete the following as soon as practicable or by the specific date set forth below:

1. Explore opportunities to volunteer in assisting residents as part of social services or programs through the COA and other organizations / Starting October, 2008;
2. Through quarterly meetings communicate with SAAHC RA, the COA and the property management company / Start immediately;
3. Communicate minor and major areas of concern directly with the SAAHC RA's Asset Compliance Director, who is John Shaver and can be contacted at (210) 224-2349 / Immediately; and
4. SAAHC RA will post notice of NACA monthly meetings and shall distribute NACA Newsletters to all residents at the Project to encourage attendance at the NACA monthly meetings.

II. TERM

This MOU is in effect for twelve (12) months from the date of execution and will renew automatically at the end of this period. Thirty (30) days prior to the end of the term of this MOU representatives from SAAHC RA, NACA and the City of Austin will meet to discuss any modifications to this MOU for the succeeding 12 months. This MOU will be in effect as long as SAAHC RA owns the Project.

III. COMPLIANCE

The parties shall make every effort to resolve dispute arising out of or relating to this MOU through discussion and negotiation. Should discussion and negotiation fail to resolve a dispute under this MOU, the following protocol shall be followed:

- 1- The parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by SAAHC RA, a representative appointed by NACA, and a third representative designated by the City of Austin Neighborhood Housing and Community Development Department. The team shall attempt to resolve the dispute by consensus.
- 2- If the dispute is not resolved as per the above, then SAAHC RA and NACA will select a dispute resolution agency to assist in resolving the dispute. SAAHC RA will pay for this service for the first time it is required. Both SAAHC RA and NACA agree to split the fee for such service for any additional resolutions which may arise.
- 3- If the dispute cannot be resolved by the above, either party may request assistance from the City Council of the City of Austin. (While it is understood that any resident may contact their City Representative at any time for assistance, the above procedure provides a mechanism for both parties to attempt to resolve any differences.)

IV. COMMUNICATION

The following individuals will serve as the points of contact for communication regarding this MOU:

- For SAAHC RA - John Shaver (JS), Rod Radle (RR)
- For NACA - Anthony Williams (AW)
- For City of Austin - Kelly Weiss (KW)

Process for communication will be as follows:

- (1) NACA residents will share their concerns with AW; AW will convey concerns to JS, with copy to KW.
- (2) If item is not addressed within five (5) business days by JS then AW will report to KW copy to RR.
- (3) If the item is not resolved to the reasonable satisfaction of the parties, then a meeting will be held as outlined in the Article III, above.

SAAHC Runnymede Apartments, LP

By: _____ Date _____
 Rod Radle, Executive Director of
 San Antonio Alternative Housing Corporation,
 the owner of SAAHC Runnymede Apartments GP, LLC,
 the General Partner of SAAHC Runnymede Apartments, LP

North Austin Civic Association, NA

By: _____ Date _____
 Anthony Williams, President