Preliminary
Tenant Selection Plan

Nā Hale Makoa

68-3491 Iwikuamoo Drive Waikoloa Village, HI 96738

Nā Hale Makoa (fka Kamakoa Nui Workforce Rental Housing) is a 140 new construction apartment community housed in 15 2-story multi-plex structures; located in Waikoloa, Hawaii. This is a mixed income property that serves households at the 30%, 60%, 80%, 100%, and 140% area median income (AMI) levels.

On the premises there is a community center attached to the leasing office and mail bank. All apartment homes include range, refrigerator, washer/dryer, carpet, window coverings, and water heating system.

The apartments home sizes include:

- 40 – 1-bedroom homes
- 80 – 2-bedroom homes
- 20 – 3-bedroom homes

There is a Project Based Voucher (PBV) contract in place for 30 apartment homes; serving (12) 1-bedroom homes, (16) 2-bedroom homes, and (2) 3-bedroom homes.

Applications

Applications will be accepted by mail, in person at the leasing office, and online through the community's website. If you require assistance to complete the application process, please contact the community leasing office to request a reasonable accommodation in order to have equal access to this low-income housing program.

Program Eligibility Requirements

In order to qualify as a resident at Na Hale Makoa apartments, each applicant must provide or enable us to solicit third party verification for required information in each of the below categories. This community was funded in part by the Low-Income Housing Tax Credit Program, and the regulations defined by Internal Revenue Code Section 42 must be strictly adhered to.

- All applicants are required to show at least one form of identity verification. Acceptable forms of identity and age verification include government issued identification such as military identification, driver's license, or passport. Age of Minority Card, birth certificate, and social security cards are all acceptable forms of identity verification as well. A Social Security Card may not be acceptable alone, as age needs to be verified to properly compute the household composition. All applicants must be of legal age. All parties 18 years of age or older are required to complete an application and pay any and all application fees.

- All family members who are 18 years of age or older are required to sign consent and verification forms. All information reported by the household is subject to verification.
- All family members agree to disclose all income and assets for verification purposes to determine eligibility under the Low-Income Housing Tax Credit program upon first application and annually thereafter throughout tenancy.
- Applicants must agree to pay the rent required by the program under which they will receive assistance.

Student Eligibility Requirements
Student eligibility requirements apply to applicants enrolled at an institution of higher education who are under 24 years of age, unless the applicant is a student who is living with his/her parents who are applying for Section 8 assistance.

Students who are 24 years of age or over, married, a veteran of the US Military, have a dependent child or is a person with disabilities, as defined in section 3(b)(3)(F) of the United States Housing Act of 1937 (42 USC 1437a (b3E)) that was receiving Section 8 assistance as of November 30, 2005, qualify.

- If the applicant is legal contract age and is not claimed as a dependent on their parent(s) or guardian(s) latest tax return or meets the criteria from at least one of following questions, they qualify:
    - Will you be at least 24 years old by December 31 of the current year?
    - Have you established a household separate from parents or legal guardians for at least one year prior to application for occupancy?
    - Were you an orphan or a ward of the court through the age of 18?
    - Are you a veteran of the U.S. Armed Forces?
    - Do you have legal dependents other than a spouse?
    - Are you a graduate or professional student?
    - Are you married?
- The student must obtain a certification of the amount of financial assistance that will be provided by parents, signed by the individual providing the support. This certification is required even if no assistance will be provided.
- If the applicant is claimed on their parent(s) or guardian(s) latest tax return or does not meet the criteria from at least one of above questions; they must meet eligibility requirements for Section 8 assistance and their parents, individually or jointly, must be income eligible for section 8 assistance.

Income Eligibility Requirements
HUD establishes and publishes income limits annually based on family size for each county in the United States based on the median income of the geographic area. In turn, the Hawaii Housing Finance and Development Corporation (HHFDC) publishes income and rent limits annually that are specific to each locality within the state of Hawaii. The family's annual income must not exceed HHFDC program income limits. Income limits for this

property are listed below and are consistent with Area Medium Income limits applicable to Hawaii County (effective 4/1/2025):

Household Size	30%	60%	80%	100%	140%
1 Person	$25,410	$50,820	$67,760	$84,700	$118,580
2 Persons	$29,040	$58,080	$77,440	$76,800	$135,520
3 Persons	$32,670	$65,340	$87,120	$108,900	$152,460
4 Persons	$36,270	$72,540	$96,720	$120,900	$169,260
5 Persons	$39,180	$78,360	$104,480	$130,600	$182,840
6 Persons	$42,090	$84,180	$112,240	$140,300	$196,420

Income and rent limits are subject to adjustment.

Occupancy Guidelines

Unit Type	1 Bedroom	2 Bedrooms	3 Bedrooms
Minimum Occupants:	**1**	**2**	**3**
Maximum Occupants	**2**	**4**	**6**

Accommodation will be reviewed for families who have requested a reasonable accommodation as defined by HUD through Indigo Real Estate's 504 coordinator. Occupancy standards are in place to ensure maximum use of federal subsidies and to protect against overcrowding circumstances. Family composition may change naturally over time, and Indigo reserves the right to adjust overcrowded families into larger units when a larger unit comes available. Circumstances of overcrowding are a safety concern and would supersede a normal applicant for the same unit.

Protections Under VAWA

In addition to the language below, this property also has a VAWA Policy outlining steps management must follow with regards to handling requests for VAWA protections.

The Violence Against Women Act (VAWA) provides protections to women or men who are the victims of domestic violence, dating violence, sexual assault and/or stalking. The owner/agent understands that, regardless of whether state or local laws protect victims of domestic violence, dating violence, sexual assault and/or stalking, victims of violence have certain rights under the Violence Against Women Reauthorization Act of 2013.

This policy is intended to support or assist victims of domestic violence, dating violence, sexual assault and/or stalking (hereafter referred to as VAWA crimes) and protect persons seeking to exercise VAWA protections, as well as affiliated individuals (as defined by HUD), from being denied housing or from losing their housing/HUD assisted housing as a consequence of their status as victim of VAWA crimes.

Only residents who are assisted by a covered housing program can invoke the VAWA protections that apply solely to residents. The term "resident" refers to an assisted family and the members of the household on their lease but does not include guests or unreported members of a household.

In addition, a live-in aide or caregiver is not a resident, unless otherwise provided by program regulations, and cannot invoke VAWA protections.

VAWA ensures that person seeking to exercise VAWA protections are not denied housing and housing assistance is not terminated solely because the person is a victim of an offense covered under the VAWA (domestic violence, dating violence, stalking and/or sexual assault).

However, being a victim of a VAWA crime is not reason to change the eligibility or applicant screening requirements set forth in the tenant selection plan unless such requirements interfere with protections provided under the VAWA.

Being a person seeking to exercise VAWA protections of an offense covered under the VAWA is not reason to waive requirements set forth in the HUD Model Lease or in any lease attachment or HUD approved lease addendum unless such requirements interfere with protections provided under the VAWA.

The owner/agent will not assume that any act is a result of abuse covered under the Violence Against Women Act. In order to receive the protections outlined in the VAWA, the applicant/resident must specify that He/She/They wishes to exercise these protections.

If any applicant or resident wishes to exercise their VAWA protections, He/She/They should contact the owner/agent or property management staff immediately. The owner/agent is committed to ensuring that the Privacy Act is enforced in this and all other situations.

Confidentiality

The identity of the person seeking to exercise VAWA protections and all information provided to owner/agent relating to the incident(s) of abuse covered under the VAWA will be retained in confidence. Information will not be entered into any shared database nor provided to a related entity, except to the extent that the disclosure is:

- Requested or consented to by the person seeking to exercise VAWA protections in writing;
- Required for use in an eviction proceeding or termination of assistance; or
- Otherwise required by applicable law.

The owner/agent will retain all documentation relating to an individual's domestic violence, dating violence, sexual assault and/or stalking in a separate file that is kept in a separate secure location from other applicant or resident files.

Requests & Certification

When the owner/agent responds to a request for protections provided under the VAWA the owner/agent will request that an individual complete, sign, and submit a certification form. This certification may be submitted in an equally effective manner, as a reasonable accommodation, if there is the presence of a disability.

The owner/agent understands that the delivery of the certification form to the applicant/resident via mail may place the person seeking to exercise VAWA protections at risk, (e.g., the abuser may monitor the mail). The owner/agent will work with the applicant/resident in making acceptable delivery arrangements, such as inviting them into the office to pick up the certification form or making other discreet arrangements.

If the applicant/resident has sought assistance in addressing VAWA crimes from a federal, state, tribal, territorial jurisdiction, local police or court, the applicant/resident may submit written proof of this outreach in lieu of the certification form. The owner/agent may accept the following:

- A federal, state, tribal, territorial, or local police record or court record or
- Documentation signed and attested to by a professional (employee, agent or volunteer of a person seeking to exercise VAWA protections service provider, an attorney, medical personnel, etc.) From whom the person seeking to exercise VAWA protections has sought assistance in addressing domestic violence, dating violence and/or stalking or the effects of the abuse. The signatory attests under penalty of perjury (28 U.S.C. §1746) to his/her belief that the incident in question represents bona fide abuse, and the person seeking to exercise VAWA protections of such crimes has signed or attested to the documentation.
- If the applicant is currently living in a shelter established to protect person seeking to exercise VAWA protections s of violence covered under the VAWA, the owner/agent will accept verification of such living arrangement in lieu of the certification or other forms as noted above.

The person seeking to exercise VAWA protections must provide such documentation within fourteen (14) business days of the request. The owner/agent may consider extending the deadline if requested and if specific circumstances prevent the person seeking to exercise VAWA protections from submitting the form within fourteen (14) business days.

The person seeking to exercise VAWA protections is not required to name his/her abuser if doing so would result in imminent threat or if the person seeking to exercise VAWA protections does not know the name of his/her abuser.

To ensure that a person is not wrongly accused of committing an offense covered under the VAWA, the owner/agent will carefully evaluate abuse claims as to avoid denial, termination of assistance, termination of tenancy or eviction based on false or unsubstantiated accusations.

Criminal Background Check

Domestic violence can often have negative criminal consequences for a victim of VAWA crimes. The perpetrator may cause damage to the victim's property causing eviction. The perpetrator may force a victim to participate in criminal activity, or a victim may be arrested and/or listed on a police report as part of policies that require arresting both parties in a domestic disturbance. Management will take such extenuating circumstances into account and will not deny tenancy or occupancy rights based solely on these adverse factors that are a direct result of being a victim of VAWA crimes.

Rental History

Domestic violence can often have negative consequences for a victim of VAWA crimes. The perpetrator may cause damage to a victim's property causing eviction and/or poor rental history. The perpetrator may force a victim to participate in criminal activity or a victim may be arrested as part of policies that require arresting both parties in a domestic disturbance. Management will take such extenuating circumstances into account and will not deny tenancy or occupancy rights based solely on these adverse factors that are a direct result of being a victim of VAWA crimes.

The owner/agent will review and respond to requests to exercise protections provided under the VAWA within ten (10) business days of receiving all required documentation. The owner/agent may provide the response in any manner acceptable to the person seeking to exercise VAWA protections and the owner/agent. Responses include:

- Approval of the Request
- Denial of the Request
- Request for additional information

If the request is denied, the person seeking to exercise VAWA protections may appeal the decision. The appeal meeting will be conducted by someone who was not involved in the original decision to deny.

Lease Bifurcation

If the owner/agent determines that physical abuse caused by a resident is clear and present, the law provides the owner/agent with the authority to bifurcate a lease (i.e., remove, evict, or terminate housing assistance to any abuser, while allowing the person seeking to exercise VAWA protections, who lawfully occupies the home, to maintain tenancy.)

The owner/agent may attempt to evict the abuser, but residents should know that state/local tenant/landlord laws prevail and the owner/agent must comply with such laws. The owner/agent cannot guarantee that a court will award or enforce an eviction.

Owner/agents must keep in mind that the eviction of or the termination action against the individual must be in accordance with the procedures prescribed by federal, state, and local law. The owner/agent is committed to attempting to assist the person seeking to exercise VAWA protections, however, evictions are generally carried out through the court system and the owner/agent cannot override or circumvent a legal decision.

In the event that one household member is removed from the unit because of engaging in acts of domestic violence, dating violence, sexual assault and/or stalking against another household member, an appropriate certification will be processed reflecting the change in household composition. Special consideration will be given if the remaining household members are not qualified to remain in the unit as a "remaining household member".

If a lease is bifurcated or if a resident is evicted from the property because of an offense covered under the Violence Against Women Act, the person will be permanently barred from the property.

Inviting a person evicted because of an offense covered under the Violence Against Women Act or encouraging such person to remain on the property is a lease violation. The resident agrees to notify the owner/agent and/or the local authorities if such person enters the property.

Nonretaliation

The owner/agent will not discriminate against any person because that person has opposed any act or practice made unlawful by the Violence Against Women Act or because that person testified, assisted, or participated in any matter related to the Violence Against Women Act or a VAWA crime.

Noncoercion

The owner/agent shall not coerce, intimidate, threaten, or interfere with, or retaliate against, any person in the exercise or enjoyment of, on account of the person having exercised or enjoyed, or on account of the person having aided or encouraged any other person in the exercise or enjoyment of, any rights or protections under the Violence Against Women Act including:

1. Intimidating or threatening any person because that person is assisting or encouraging a person entitled to claim the rights or protections under the Violence Against Women Act.

2. Retaliating against any person because that person has participated in any investigation or action to enforce the Violence Against Women Act.

Protection to Report Crimes from Home

Owner/agents, residents, occupants, service providers, guests and applicants shall have the right to seek law enforcement or emergency assistance on their own behalf or on behalf of another person in need of assistance. This individual will not be penalized based on their requests for assistance or based on criminal activity of which they are a survivor or otherwise not at fault under statutes, ordinances, regulations, or policies adopted or enforced by covered governmental entities. Prohibited penalties include actual or threatened assessment of monetary or criminal penalties, eviction, refusal to rent or renew tenancy, or closure of the property.

Emergency Transfer

Pursuant to HUD requirements, this property also has a separate VAWA Emergency Transfer Plan that expands further on the staff processes that must be followed to handle such a request.

The owner/agent will consider an Emergency Transfer Request when a person seeking to exercise VAWA protections feels that He/She/They is:

- In imminent danger
- Was sexually assaulted on the property within 90 days of the request

The owner/agent will accept the Emergency Transfer Request directly from the person seeking to exercise VAWA protections or from an advocate working on behalf of the person seeking to exercise VAWA protections.

Lease Addendum

HUD's VAWA lease addendum will be implemented and provided in accordance with current and future HUD guidance specific to this HUD housing program

Applicant Screening Criteria

A Preliminary Recommendation for the applicant will be based on the following:

- Have satisfactory credit as determined by credit reporting agency
    - Maximum average household percentage of negative credit accounts = 50%. Does not include medical bills, student loans or past due/foreclosed mortgage related.
    - If a household negative credit accounts >50%, then average household national standard credit score can be considered. 625+ = approved, 500 to 624 = approved with total deposit = 1 month's rent, <500 = denied.
    - For applicants with no credit score and derogatory credit accounts (excluding medical/student loans) totaling less than $750 = approved with total deposit = 1 month's rent or qualified co-signer. If derogatory credit accounts (excluding medical/student loans) exceed $750, denied.
    - Discharged bankruptcy is an acceptable risk due to the recent mortgage and credit crisis. Open bankruptcy = denial.
    - Co-signer requirements – minimum credit score per above of 774 and income 4 times rent.
- Pass criminal background check
    - May not have felony conviction or pending felony conviction.

- Conviction of a household member of more than one (1) misdemeanor crime (excluding petty misdemeanor crimes) in the past three (3) years.
    - May not be a registered sex offender.
- Receive good landlord references
    - Rental reference must be in good standing.
    - No evictions reported in the last five years.
    - History of late payment of rent or NSF checks that demonstrates more than 4 each in the last 12 is grounds for denial.
- Income requirement
    - Monthly income 2 times the rental amount required for unconditional approval.
- Section 8 Criteria Requirements: All Section 8 applicants are required to meet the same criteria as stated above, with the exception that the applicant only needs to meet income requirements for their portion of the rent. Applicants should verify with their own specific Section 8 requirements to determine eligibility for residency at your apartment community.

All applicants must provide and submit to the following:

1. Valid photo identification will be required for all applicants.
2. A criminal record search will be performed for felony and misdemeanor offenses.
3. All felony and misdemeanor offenses must be disclosed on the rental application and may be cause for denial for tenancy.
4. Falsification of rental application will result in denial.

Note: The same criteria regarding criminal history also applies to live-in aides. Standards are subject to change with Property criteria changes.

Notification of Applicant Rejection

If an applicant is denied admission to the property, they will receive a written notice stating the reason(s) for the rejection. The applicant has the right to respond in writing or request a meeting to dispute the rejection within 14 days of the notice. Persons with disabilities have the right to request reasonable accommodations to participate in the informal hearing process.

If admission is denied because criminal background screening indicates the applicant provided false information; the entity making the determination must provide the subject of the record and the applicant a copy of the information the action is based upon. The subject of the record and the applicant have the opportunity to dispute the accuracy and relevance of the information obtained from any law enforcement agency.

Terms of Residency

Each qualified household will be required to sign a lease for a period no greater than one year, and a period no less than six months. The first lease must be for one year.

Guest Card and Selection System

The ongoing guest card registry is developed and maintained through the online portal and compliance software used by the property. Vacant units will be leased first come, first served.

Unit Transfer Policy

Na Hale Makoa Apartments will allow unit transfers for the following reasons:

- A change in household size or household composition that causes an over/under utilization of the current unit, and the transfer is required by management;
- A need for the accessible features of another unit; or
- Another reason verified by a qualified professional.

Transfer requests that do not meet one of the above reasons will not be approved. A Unit Transfer Waiting List is maintained for those tenants who have been approved for transfer for one or more of the above reasons and are in good standing. Tenants on the Unit Transfer List will have priority over applicants on the Waiting List.

Limited English Proficiency (LEP)

For persons who do not speak English as their primary language and those who have a limited ability to speak, read, write, or understand English; we will make reasonable efforts to provide language assistance. We will arrange to provide forms relating to tenancy in a language that is understood by the individual. We will make every effort to obtain oral interpretation and written translation services if deemed necessary.

Non-Discrimination and Fair Housing Statement

Na Hale Makoa Apartments adheres to the Fair Housing Act and Federal Civil Rights Laws. We will not discriminate against applicants or tenants based on race, color, religion, sex, handicap, familial status, or natural origin as well as Hawai'i's protected classes of age, HIV infection, sexual orientation, gender identity and marital status. In compliance with Section 504 regulations, we will take reasonable, nondiscriminatory steps to maximize the use of accessible units by eligible individuals whose disability requires the accessibility features of a particular unit. We will consider extenuating circumstances in the screening process for applicants with disabilities, where required as a matter of reasonable accommodation.

Indigo Real Estate Services Inc. and the communities we manage are pledged to the letter and intent of the United States policy to achieve housing opportunities equally throughout the nation. We fully promote and support affirmative advertising and outreach marketing practices to overcome any barriers to obtain decent, safe, and sanitary housing. We fully support affirmative advertising and marketing practices to overcome any barriers due to race, color, religion, sex, handicap, familial status, or natural origin as well as Hawai'i's protected classes of age, HIV infection, sexual orientation, gender identity and marital status.

EQUAL HOUSING OPPORTUNITY